



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

October 8, 2010

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

FROM: Roxann M. Parker, CPPB
STATE CONTRACT PROCUREMENT OFFICER II
302-857-4555

SUBJECT: **AWARD NOTICE –Addendum #5 Effective Nov. 1, 2014**
CONTRACT NO. GSS10106-PAGING_SVC
PAGING SERVICES

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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, 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 vendor's contract shall be valid for a three (3) year period from November 1, 2010 through October 31, 2013. Each contract may be renewed for two (2) additional one (1) year period through negotiation between the vendor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

This contract has been extended one (1) additional year, through October 31, 2014.

This contract has been extended one (1) additional year, through October 31, 2015.

3. VENDOR:

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Spōk, Inc.
6850 Versar Center Suite 420
Springfield, VA 22151
FSF ID#0000035010
Contact: Melissa Potler – Sr. Acct. Executive
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FSF# 0000035010

4. SHIPPING TERMS:

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

5. DELIVERY AND PICKUP:

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Delivery – 2 business days. The minimum number of days needed to program and deliver a new order.

6. PRICING:

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Pricing can be found on the **Award Notice Pricing Spreadsheet** and shall remain firm for the term of the contract.

ADDITIONAL TERMS AND CONDITIONS

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7. 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.

8. 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 vendor 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. 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.

10. ORDERING PROCEDURE:

Successful vendors 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 vendor 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.

11. REQUIREMENTS:

This contract is issued to cover the paging requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

12. HOLD HARMLESS:

The vendor 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 vendor, its employees, and invitees on or about the premises and which arise out of the vendor's performance, or failure to perform as specified in the Agreement.

13. NON-PERFORMANCE:

In the event the vendor 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 vendor. Under no circumstances shall monies be due the vendor in the event open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.

14. FORCE MAJEURE:

Neither the vendor 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 Vendor to the Agency and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.
- b. Give prompt written notice to the Vendor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Vendor'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 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>

SCOPE OF WORK DETAILS

1. PAGER MANUFACTURER:

One Way Numeric Options: Sun Telecom ST800 and DavisComms BR502
One Way Alphanumeric Options: DavisComms BR802 Series, Unication Alpha Elite, Motorola Advisor Elite, and Sun Telecom Titan III
Two Way Messaging Options: Motorola T900, Unication M90, and ST902

The proper programming adapters for the proposed pagers must be provided for Delaware State Police to activate pagers. If pager model numbers change during the duration of the contract, the proper programming adapters must be provided at no additional cost to the State.

2. EXCHANGE SERVICE/EMERGENCY REPLACEMENT:

Vendor will provide spares as requested or ship devices as requested by agencies. Paging devices may be activated for new service or utilized for exchanges by calling or emailing the designated Government support team. The vendor also provides an on-line account management system, *My Account*. *My Account* may be utilized to immediately perform activation or exchange transactions. Vendor provides 24/7/365 support.

3. PAGER REPLACEMENT/ORIGINAL ISSUE:

The Vendor shall deliver pagers to the ordering agency either for the original issue or for replacement of a defective unit at their own cost. The return of the defective pager shall be the responsibility of the vendor, either personally by the account representative or via UPS pick up/will call at the vendors expense. Replacement of a defective unit shall take place within a 24-hour period. 10% spare devices will be provided by the vendor and can be used to replace defective units. The spares can be activated immediately by contacting Customer Support, or through the on-line account management system, *My Account*.

4. START UP COSTS:

Start up fees **shall** not apply for the commencement of this contract.

5. PAGING TELEPHONE NUMBERS:

The Vendor can provide local numbers and 800 numbers for paging devices upon request. There is a minimal monthly charge for the 800 number. Please refer to the pricing spreadsheet.

6. STATEWIDE COVERAGE:

Statewide coverage is defined as 99% coverage over the entire State of Delaware, and 30 mile contiguous area beyond State borders, including Philadelphia, Baltimore and Washington DC.

7. EXTENDED COVERAGE:

Extended coverage is defined as coverage to New York and shall be at no additional cost.

8. NETWORK COVERAGE:

Network coverage is defined as coverage from Massachusetts to Virginia Beach.

SCOPE OF WORK DETAILS (continued)

9. **USING THE MAP OF DELAWARE, YOU MUST IDENTIFY THE KNOWN DEAD SPOTS IN YOUR SYSTEM:**

The Vendor's coverage maps show areas of coverage and non-coverage.

10. **TRANSMITTERS:**

For security and confidentiality reasons, the Vendor does not provide information of specific transmitter locations. Coverage maps have been provided to show current coverage areas.

11. **PROPAGATION MAPS:**

The vendor has provided propagation coverage maps of the State of Delaware, so the State can better ascertain the coverage that they will be able to provide. Coverage shall reach to all points within the boundaries of the State of Delaware and 30 mile contiguous area beyond State Borders.

The coverage maps shall also show the "Talk-in Vs. Talk-out" relationship, as it would apply to the two-way pager service.

- A. The vendor utilizes a program called Winplot that was specifically developed for use in propagation analysis and prediction of 6400 bps paging networks operating within a simulcast environment. The program was developed exclusively for the vendor and they hold all related patents.
- B. The vendor owns, operates and maintains all equipment associated with this coverage. Radio tower or building space for antennas and transmitters are leased and/or provided by customers.
- C. The vendor does not have a specific expansion plan, however transmitters and services are added/removed on a monthly basis dependent on the changing demands for services as the customer base changes.
- D. Should the State identify a critical building requiring network enhancement, the vendor would conduct a detailed site survey to ascertain specific coverage weaknesses and available facility capabilities to house equipment. This data would be factored into a detailed engineering analysis to determine the appropriate method for addressing the coverage enhancement. The engineering analysis would also identify any associated cost of enhancing the network and determine availability of equipment, building space, power, etc. A business review would then be completed to determine the appropriate vehicle for funding the enhancement and should a business justification and funding source be identified, the enhancement would be implemented.

12. **COVERAGE MAPS:**

The vendor has provided actual coverage maps of the State of Delaware, so the State can better ascertain the coverage that they will be able to provide.

- A. Predictive Coverage Analysis – The vendor utilized the Winplot program for propagation analysis and presentation of predictive coverage.
- B. Continuous Drive Test – The vendor does not perform continuous drive testing. However, during the development of the Winplot program, extensive drive tests were performed for validation of Winplot predictive coverage. Drive testing is also performed as needed for network maintenance and enhancements.

SCOPE OF WORK DETAILS (continued)

13. **BATTERIES:**

All issued pagers shall be equipped with the correct battery.

14. **OVER CALLS:**

The number of free calls per month shall be unlimited for all pagers, with the exception of Nationwide Pager Service.

15. **LANYARD CLIP:**

The Vendor shall provide a lanyard clip with each new and replacement pager, upon request. It shall be non-coiled and of dark elastic material, and of such quality so as to not break easily during use.

16. **DOWN TIME/EMERGENCY NOTIFICATION:**

The vendor shall be responsible for notifying the State Police Headquarters (302) 659-2341 for scheduled and unscheduled down time. The vendor shall provide an escalated list of names and contact numbers of those individuals available for twenty-four (24) hour service. Changes to this list and notification of same to the State Police Headquarters as they occur are the responsibility of the vendor. Notification is required within a minimum of 24 hours for scheduled down time and within 15 minutes or as soon as possible for unscheduled downtime. It is the responsibility of the above agencies to ensure that the vendor is given the point of contact and or phone number of the individual to be notified.

The vendor's Outage Notification System (ONS) notifies customers in the event a service affecting issue occurs that affects their wireless needs. This process includes planned maintenance and unplanned events.

Alert Process:

The Network Operations Center monitors the vendor's paging network and reports events in the form of an entry on the ONS. Subscribers to the ONS will receive the notification via electronic mail. Subscribers are notified based upon the frequencies of their messaging devices, the paging terminals on which the devices are programmed and the state in which the subscriber operates.

Unplanned Event: In the event of an unplanned service affecting event, the Network Operations Center will work to troubleshoot the issue and determine the scope of the problem. An entry into the ONS will be created and the system will immediately match the entry to the subscriber records and distribute the e-mail notifications. Although the process is not instantaneous, the alerts are distributed as quickly as possible after the affected subscribers have been identified.

The following information will be included in alerts:

A reference number	Current Status
Geographic area(s) affected	Cause of the problem (if known)
Estimated time of repair	
And other information that will vary depending on the nature of the event.	

The vendor utilizes a Voice Notification System that translates the ONS emails to voice messages. This is a dial out system only and is not capable of 2-way conversations.

SCOPE OF WORK DETAILS (continued)

17. GUARANTEED MINIMUM RESPONSE TIME:

The minimum response time refers to the repair of the system when it is down. Typically, we want the system up within two (2) hours. The vendor is required to provide maintenance Twenty-four (24) hours a day, seven (7) days a week. The vendor's Service Level Expectations are:

CRITERIA	PURPOSE/DEFINITION	SERVICE LEVEL
Notification/Response Defined below as Severity 1, 2, or 3	Response times are related to customer identified/reported issues. Notifications are provided to customers who are subscribed to and configured in the CERT system.	
Notification of Severity 1 Emergency (all units at one location affected by preferred input method or transmitter failure)	Initial response time and how often updates are given.	90% / <= 60 minutes
Notification of Severity 2 Priority Issues (multiple units at one location affected)	Initial response time and how often updates are given.	90% / <= 4 hours
Severity 3 Routine Issues (one unit at location affected)	Initial response time and how often updates are given.	90% / <=24 hours
Network Availability	Averaged across all units, the overall network is available to process messages without blockage in the network, measured on an annual basis.	99.9%
Network Reliability (successful transmission of numeric and alpha messages)	Averaged across all units, percentage of alpha and numeric pages that are transmitted successfully.	99.9%
Numeric and Alpha Message Latency	Maximum number of minutes between distribution and receipt of pages	90% of messages transmitted within avg. of 60 seconds. 99% of messages transmitted within avg. of 90 seconds

SCOPE OF WORK DETAILS (continued)

18. **ON PREMISE SPARE:**

Most agencies i.e., the State Police need to retain a few extra pagers upon request (not activated) for the purpose of immediate replacement. A one (1) for ten (10) ratio is required. One (1) spare for each ten (10) pagers in service by agency account, at their request.

19. **LEASE TERM:**

Fees shall be based on a month to month lease term. There shall be no minimum lease term other than for one month.

20. **ADDITIONAL PHONE NUMBERS/GROUP CALLS:**

Some individuals and agencies may request an additional paging number or wish to have a number of individuals on group call. Pagers shall be capable of supporting up to a 10 group minimum. The vendor has provided pricing information for group calls in the pricing spreadsheet.

21. **ALPHANUMERIC SYSTEM/SOFTWARE/ALPHAMATE:**

Shall be IBM - PC compatible and support the IXO communications protocol. The system must also be accessible by IBM-PC software, Alphamate, or by operator dispatch.

22. **VOICE PROMPT:**

As a no charge option, a tone only voice prompt shall be available for incoming messages. Eliminate if user has a display pager.

23. **PORTABLE WIRELESS NETWORK ACCESS DEVICE:**

The vendor's 2-way network sends and receives text messages, including messages to and from email addresses through the states email system. The 2-way devices are not capable of sending or receiving fax messages. A lanyard clip as described herein shall be provided with each pager upon request.

24. **INTERNET ACCESS:**

As an option, the vendor shall provide internet access by alpha paging through the State's e-mail system (Microsoft Outlook). The vendor provides the following messaging methods for their pagers:

WCTP – Wireless Communication Transfer Protocol, by entering the server address of <http://wctp.arch.com/wctp> with a port number of: 80 or try WCTP.usamobility.com utilizing 499 characters in your message.

SNPP – Simple Network Paging Protocol, would be – Mail3.archwireless.net Port 444 or SNPP.usamobility.net

TAP- Telocator Alphanumeric Protocol, messaging my setting up messaging software to dial into the modem #'s to send a message. You must enter the 10-digit pager #. The 2-modem #'s are 1-800-946-4644 or 1-800-250-6325. Your settings should be set at 2400 baud 7 data bit, even parity with 1 stop bit.

SCOPE OF WORK DETAILS (continued)

INTERNET ACCESS: (continued)

HTML – Hyper Text Markup Language – Web Page Based, from the vendor's website. Go to www.usamobility.net and click on SEND A PAGE. You enter in the 10 digit alpha pager # and type up to 240 character's to send in the message's body.

SMTP-Simple Mail Transfer Protocol, Email Based from vendor's website. 10 digit PIN@usamobility.net. You can send emails to an alpha pager with 495 character's to the email address of 10digitpager#@usamobility.net Please remember because of intermittent uncontrolled delays due to 3rd party networks in which the traffic must pass before it arrives into the vendor's network, there may be a delay.

One page at a time with PSTN-Public Switch Telephone Network. You can pick up the phone and dial the pager # and enter in numeric digits for paging a numeric message.

DID-Direct Inward Dial. Analog or a T-1

25. **SKY-TEL OR EQUIVALENT NATIONAL PAGING SERVICE:**

As an option, sky-tel or equivalent national paging service shall be available, this would permit contact of State Officials outside the normal range of current paging services. Vendor owns and operates both a 1-way and a 2-way nationwide network. These networks provide paging to the major metropolitan areas within the United States.

26. **TEST PAGERS:**

The vendor may be required to provide test pagers in order for state personnel to verify the effective penetration of their frequency/coverage. These test units shall be available within a 24 hour period.

27. **EQUIPMENT/SOFTWARE/TRAINING:**

The vendor is the incumbent paging services provider. Equipment, software and training is not required

28. **CONTRACT RESPONSIVENESS:**

The successful vendor is the incumbent paging services provider. No transition time is required. For new orders the vendor will work with the requesting agency for a minimum response time.

29. **NON-PAYMENT:**

The vendor shall notify the agencies before service is cut off for non-payment.

30. **ACCOUNTS:**

The vendor shall use the State Budget Codes, which will be provided by the agencies. Additionally, the State shall have the capability of accessing their account to review monthly invoices and archive history. The vendor provides access to the State's accounts through *My Account*, an online account management system with a login and password for protection.

SCOPE OF WORK DETAILS (continued)

31. **TROUBLE SHOOTING:**

The vendor has provided their Service Level Objectives in Scope of Work Details #17. The vendor shall diagnose and repair any and all problems in the shortest possible time. If repairs are not made within a reasonable time, vendor must inform the State what steps are being taken to correct the problem, and shall provide daily updates until the problem corrected. The state determines what is reasonable time.

32. **INVOICES:**

The invoice shall state the following:

1. Users Name
2. Billing Period
3. 800 Number associated with pager (if assigned)
4. PIN Number associated with pager (if Assigned)
5. Local Number associated with pager

33. **LOCAL CALLS:**

The number of local calls for digital and alpha pagers shall be unlimited.

34. **ACTIVATE/DEACTIVATE PAGERS ON LINE:**

Agencies shall have the capability to activate, deactivate, change numbers, change holder names, etc. for pagers on line with secure access, by using *My Account*, the vendor's online account management system. The agency will have to provide the required computer hardware as well as required phone lines to access the system. Vendor shall immediately deactivate pagers upon agency request. The State will not pay any charges for early termination of service for any reason.

35. **WARRANTY:**

The vendor had included a Device Protection Plan, for the life of the device, in the price of the units. Under this Protection Plan, devices will be replaced at no charge for functional defects. Devices that are lost, stolen or **damaged beyond repair (ie; being dropped in water, being run over by a truck, etc.)** are covered under the Device Protection Plan, however a deductible will be charged. Deductible fees are shown in the Pricing Spreadsheet.

36. **CONTRACT TRANSITION:**

The State requires a 60 day transition period. In the event of a new vendor, the state would require exchange to take place a minimum of 30 days in advance of start date. The vendor must be able to distribute pagers, by US mail, UPS, or hand delivery, in time for start date.

MY ACCOUNT

My Account is an online tool available to customers to manage many aspects of their account from their desktops.

My Account can be used 7 days a week and be utilized from a top-down approach, or to an individual location approach. In addition, *My Account* can be modified to meet the demands of the customer as to what access will be given to a department or individuals.

Features and Benefits of *My Account* Online Services:

***Check Balance/Make Payment**

Assist the *My Account* user in accessing their account to review their account balance.

Make a payment

Credit/Debit Card

Check

*** Payment History**

Allows *My Account* users to view the last 5 payments applied to the account.

*** Invoice Management**

Will allow *My Account* users the ability to view, print, or download PDF invoices that currently exist in the billing system and can be downloaded into common selectable formats such as spreadsheet files, database files and/or text files.

*** Account Maintenance**

This procedure will assist the *My Account* user in making account changes that include:

Login Information

Name

Password

Phone number

Email Address

Account Information

Contact Name

Contact Phone Number

Billing Address

Payment Information

Credit/Debit Card

Auto Charge

Quick Pay

Checking Account

Auto Debit

*** Manage Devices**

Allows *My Account* users to process a variety of options that allows them to manage their devices and include:

Add a Device – order an additional device

View Device(s) – Allows *My Account* users to:

Send a Test Page

Reset Voice Mail Passcode

Reprogram Device

Cancel Device

* Manage Devices (continued)

Edit/Update Holder Name, Device Reference Field 1 and Device Reference Field.

Alias Maintenance – Modify or Add Alias Names to active device numbers

Message Carbon Copy – Modify or Add Message Carbon Copy to active text capable devices.

Exchange Device – Process an exchange from current device to a new device that may include:

Like exchanges

Upgrade exchanges

Spare exchanges

Activate a Replacement – Transfer service from existing device to a replacement device.

Manage Spare

Order a Spare

Activate a Spare

* Ask a Question

Allows *My Account* users to submit a question to the Spōk, Inc. Customer Service Representative.

Management Team

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<i>Justin Collins</i>	<i>Gov. Account Manager</i>
<i>Melissa Potler</i>	<i>Senior Account Executive</i>

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