



STATE OF DELAWARE
EXECUTIVE DEPARTMENT OFFICE OF
MANAGEMENT AND BUDGET

July 27, 2011

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

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

SUBJECT: **AWARD NOTICE - Addendum #2, effective August 22, 2011**
CONTRACT NO. GSS11394-NETWORK-SVCS Network Services

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OF
KEY CONTRACT INFORMATION**

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

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 contractor's contract shall be valid for a twenty-three (23) month period from August 1, 2011 through June 30, 2013. Each contract may be renewed for two (2) additional one (1) year periods through negotiation between the contractor and Government Support Services.

3. VENDORS:

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| | | |
|--|--|--|
| Brandywine Technology 1521 Concord Pike, Suite 301 Wilmington, DE 19803 Contact Person: Tom Saville tsaville@brandywinetechnology.com Phone: 302.656.6100 Fax: 302.656.9100 FSF# 0000028639 SPIN# 143035495 | Frontier Technologies, Inc. 1200 First State Blvd. Ste. 1248 Wilmington, DE 19804 Contact: Jayshree Moorthy jmoorthy@ftiusa.com Phone: 302.225.2530 Fax: 302.225.4565 FSF# 0000026651 SPIN# 143035364 | Smart IMS, Inc 103 Morgan Lane Plainsboro, NJ 08536 Contact: Lon Whitfield lon.whitfield@SmartIMS.com Phone: 609-955-3032 Fax: 609-936-9866 FSF# 0000099043 SPIN# 143016242 |
| Comtech, LLC 1800 Alexander Bell Drive, Ste 410 Reston VA 20191 Contact: Ed Firth efirth@comtechllc.com Phone: 703.891.0551 Fax: 703.991.8317 FSF# 0000099164 SPIN# 143035536 | FuturTech Consulting, LLC 92 Reads Way, Suite 202 New Castle, DE 19720 Contact: Michael Nardo Mnardo@futurtech.com Phone: 302.428.1300 Fax: 302.428.0703 FSF# 0000028061 SPIN# 143034211 | Versalign, Inc 701 Cornell Drive, Suite F-13 Wilmington, DE 19801 Contact: Marc Greenberg mgreenberg@versalign.com Phone: 302.225.7800 Fax: 302.225.7808 FSF# 0000026171 SPIN# 143006017 |
| Dorset Connects 6 Station Way Road Chadds Ford, PA 19317 Contact: Jeffrey Rosenberg Jeffrey.Rosenberg@DorsetConnects.com Phone: 484.845.4600 EXT 315 Fax: 484.845.1604 FSF# 0000018784 SPIN# 143035410 | MTM Technologies, Inc. 1675 S State Street Dover, DE 19901 Contact: Brian Shuba bshuba@mtm.com Phone: 302-744-2250 Fax: 302-735-3373 FSF# 0000002776 SPIN# 143004485 | |

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4. VENDOR ACTIVITY:

No activity is to be executed in an off shore facility, either by personnel, a subcontracted firm or a foreign office or division of the vendor.

5. WARRANTY:

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The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

6. PRICING:

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The published rate card identifies the MAXIMUM a vendor can charge for Telephone Support and Professional Services. Actual rates vary by vendor. Due to the broad and changing nature of Infrastructure, Platform and Software as a Service, hosting rates will be negotiated on a case by case basis. Buyers are strongly encouraged to negotiate a rate most beneficial to their agency's particular need.

Telephone Support Rates - Maximum Monthly Price/Server

| Duration of Service | 1-4 Servers | 5-10 Servers | 11-25 Servers | 26-50 Servers | 51-100 Servers | 101+ Servers |
|----------------------------|--------------------|---------------------|----------------------|----------------------|-----------------------|---------------------|
| 5 days x 10hrs/day | \$ 85 | \$ 78 | \$ 71 | \$ 63 | \$ 57 | \$ 48 |
| 7 days x 24hrs/day | \$ 119 | \$ 110 | \$ 101 | \$ 93 | \$ 84 | \$ 75 |
| Other | \$ 113 | \$ 106 | \$ 100 | \$ 94 | \$ 84 | \$ 76 |

Professional Services Rates

| Position | Skill Level | Maximum Hourly Rate |
|-------------------------------------|--------------------|----------------------------|
| Network Technician | N/A | \$ 65 |
| Network Engineer | N/A | \$ 95 |
| Enterprise Engineer | N/A | \$ 108 |
| Security Engineer | N/A | \$ 118 |
| Project Manager | Level 1 | \$ 75 |
| Project Manager | Level 2 | \$ 85 |
| Project Manager | Level 3 | \$ 103 |
| Network Server Engineer | Level 1 | \$ 75 |
| Network Server Engineer | Level 2 | \$ 90 |
| Network Server Engineer | Level 3 | \$ 100 |
| Business Analyst | Level 1 | \$ 60 |
| Business Analyst | Level 2 | \$ 75 |
| Business Analyst | Level 3 | \$ 88 |
| Network Application Systems Analyst | Level 1 | \$ 70 |
| Network Application Systems Analyst | Level 2 | \$ 80 |
| Network Application Systems Analyst | Level 3 | \$ 92 |
| Network Device Systems Analyst | Level 1 | \$ 66 |
| Network Device Systems Analyst | Level 2 | \$ 76 |
| Network Device Systems Analyst | Level 3 | \$ 88 |
| Network Consultant | Level 1 | \$ 80 |
| Network Consultant | Level 2 | \$ 92 |
| Network Consultant | Level 3 | \$ 104 |
| Database Design Analyst | Level 1 | \$ 78 |
| Database Design Analyst | Level 2 | \$ 89 |
| Database Design Analyst | Level 3 | \$ 100 |
| Network Systems Programmer | Level 1 | \$ 69 |
| Network Systems Programmer | Level 2 | \$ 80 |
| Network Systems Programmer | Level 3 | \$ 90 |
| Technical Writer | Level 1 | \$ 60 |
| Technical Writer | Level 2 | \$ 70 |
| Technical Writer | Level 3 | \$ 80 |
| Network Administrator | Level 1 | \$ 62 |
| Network Administrator | Level 2 | \$ 72 |
| Network Administrator | Level 3 | \$ 83 |

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 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. SUBCONTRACTING:

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used. Any sub-contractors must be approved by State of Delaware. 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 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.

11. 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.

12. 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.

13. NON-PERFORMANCE:

If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the individual ordering agency shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor in the performance of the P.O. shall, at the option of the individual ordering agency, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.

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 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.
- 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 contract, 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>.

15. 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.

16. 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.

17. STANDARD PRACTICES

With respect to work provided to or conducted for the State by a contractor, the contractor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to the State. The contractor(s) shall follow practices consistent with generally accepted professional and technical policies and standards. The contractor(s) shall be responsible for ensuring that all services, products and deliverables furnished to the State are coordinated with the Department of Technology and Information (DTI) and are consistent with practices utilized by, or policies and standards promulgated by DTI. Enterprise Standards and Policies may be found at <http://dti.delaware.gov/information/standards-policies.shtml>. If any service, product or deliverable furnished by a contractor(s) does not conform to State policies, standards or general practices, the contractor(s) shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to State policies, standards or practices.

18. CONFIDENTIALITY AND DATA INTEGRITY

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

19. SECURITY

Computer, network, and information security is of paramount concern for the State of Delaware and the Department of Technology and Information. The State wants to ensure that computer/network hardware and software and processes do not compromise the security of its IT infrastructure or assets. The SANS Institute and the FBI maintain a report describing the Top Cyber Security Risks. The information is available at <http://www.sans.org/top-cyber-security-risks/?ref=top20> for your review. The Contractor is guaranteeing that any systems or software provided by the Contractor are free of the vulnerabilities listed in that document.

20. CYBER SECURITY LIABILITY

It shall be the duty of the Vendor to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data, software code or processes that compromise the security, confidentiality, or integrity of information maintained by the State of Delaware. Vendor's agreement shall not limit or modify liability for information security breaches, and Vendor 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 Vendor all damages, costs and expenses caused by such information security breaches that have not been previously paid to Vendor.

21. INFORMATION SECURITY

Multi-function peripherals must be hardened when used or connected to the network. They should be configured to harden the network protocols used, management services, processing services (print, copy, fax and scan), logging, and physical security. Care shall be taken to ensure that any State non-public data is removed from memory before service calls and/or equipment disposal.

Electronic information storage devices (hard drives, tapes, diskettes, compact disks, USB, multi-function peripherals, etc.) shall be disposed of in a manner corresponding to the classification of the stored information, up to and including physical destruction. The physical destruction or wholesale deletion of information required by the State of Delaware is subject to audit to ensure its proper disposal.