



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT OFFICE OF  
MANAGEMENT AND BUDGET

October 25, 2011

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 #11, effective September 30, 2015**  
**CONTRACT NO. GSS11584-AUDIO\_VIDEO**, Audio, Video and Surveillance  
Equipment and Services

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OF  
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**KEY CONTRACT INFORMATION**

**1. MANDATORY USE CONTRACT:**

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**REF: Title 29, Chapter 6911(d) Delaware Code.** All Covered Agencies as defined in 29 Del. C. §6902(6) 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, school districts, and the Legislative Branch are specifically exempted from the requirements of this subchapter. In addition, the Delaware Transit Corporation is exempt from the entire procurement chapter. Pursuant to 29 Del. C. §6904(l) and (n) respectively, the Department of Elections and the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this Request for Proposals.

**2. CONTRACT PERIOD:**

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Each contractor's contract shall be valid from December 1, 2011 through September 30, 2013. Each contract may be renewed for three (3) additional one (1) year periods through negotiation between the contractor and Government Support Services.

Advantech Incorporated's contract shall be valid from February 15, 2012 through September 2013. RoData Incorporated's contract shall be valid from March 19, 2012 through September 2013. Total Video Products contract shall be valid from March 23, 2012 through September 2013. Tyco Integrated Security's contract shall be valid from August 15, 2012 through September 2013. **This contract has been extended through September 30, 2014. This contract has been extended through September 30, 2015.**

**This contract has been extended through October 31, 2015.**

**3. VENDORS:**

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Assurance Media LLC 590 Century Blvd, Suite B Wilmington, DE 19808 www.assurancemedia.net FSF# 0000020739 <u>PRIMARY CONTACT</u> Joe Mirolli Phone: 302-8923540 X8324 Secondary: 302-648-CCTV (2288) Fax: 866-246-1153 Cell: 302-648-2288 jmirolli@assurancemedia.net <u>SECONDARY CONTACT</u> Brian Jester Phone: 302-892-2540 x3637 Secondary: 877-244-8997 Fax: 866-246-1153 Cell: 302-983-3181 bjester@assurancemedia.net	B-Safe, Inc. 109 S. Old DuPont Rd. Wilmington, DE 19805 www.bsafealarms.com FSF# 0000025935 <u>PRIMARY CONTACT</u> Joseph Gallagher Phone: (302)633-1833 Ext. 7108 Secondary: (302)230-7108 Fax: (302)992-9589 Cell: (302)293-7760 jgallagher@bsafealarms.com <u>SECONDARY CONTACT</u> Greg Overholt Phone: (302)633-1833 Ext. 7126 Secondary: (302)230-7126 Fax: (302)992-9589 Cell: (609)941-5114 goverholt@bsafealarms.com	BTS Enterprises, Inc DBA: Beyond The Studs 2702 Lancaster Avenue Wilmington, DE 19810 www.beyond-the-studs.com FSF# 0000107667 <u>PRIMARY CONTACT</u> Greta E Colgan Phone: 302-428-6080 Secondary: 302-353-4120 Fax: 302-213-9194 greta@beyond-the-studs.com <u>SECONDARY CONTACT</u> Danielle Mulholland Phone: 302-428-6080 Fax: 302-213-9194 danielle@beyond-the-studs.com
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Award Notice

Contract No.: GSS11584-AUDIO\_VIDEO

<p>Creative-image Technologies*</p> <p>*Contract valid from December 1, 2011 through September 30, 2013.</p>	<p>Haverford Systems          152 Robbins Road          Downingtown, PA 19335          www.haverford.com          FSF#: 0000018642  <u>PRIMARY CONTACT</u>          Coy Wyatte          Phone: 610-518-2200 x30          Secondary: 610-518-2200 x10          Fax: 610-518-2201          coy@haverford.com</p>	<p>IMS Technology Services, Inc.          3055 McCann Farm Drive, Suite 105          Garnet Valley, PA 19060          www.imstechnology services.com          FSF#: 0000018703  <u>PRIMARY CONTACT</u>          Jill Savoy Renninger          Phone: 610-361-1870 ext 102          Secondary: 1-855-IMS-AVAV          Fax: 610-361-1873          Cell: 610-883-6160          jillrenninger@imstechnologyservices.com  <u>SECONDARY CONTACT</u>          John H Renninger          Phone: 610-361-1870 Ext. 104          Secondary: 1-855-IMS-AVAV          Fax: 610-361-1873          Cell: 610-883-6161          jrenninger@imstechnologyservices.com</p>
<p>Lightspeed Technologies, Inc.          11509 SW Herman Road          Tualatin, OR 97062          www.Lightspeed-tek.com          FSF: 0000035158  <u>PRIMARY CONTACT</u>          Elaine Freedman          Phone: 240-463-7568          Secondary: 800-732-8999          Fax: 503-684-3197          Cell: 240-463-7568          Elaine.freedman@Lightspeed-tek.com  <u>SECONDARY CONTACT</u>          Merri Bragg          Phone: 315-415-0882          Secondary: 800-732-8999          Fax: 503-684-3197          Cell: 315-415-0882          Merri.bragg@Lightspeed-tek.com</p>	<p>P. C. Supplies, Inc.          1003 S. Chapel St., Suite A          Newark, DE 19702          www.pcsupplies.com          FSF#: 0000026031  <u>PRIMARY CONTACT</u>          R. Scott Martin          Phone: 302-368-4800          Secondary:          Fax: 302-368-5288          scott@pcsupplies.com</p>	<p>Black Box          DBA: PS Technologies, LLC          2555 South Dixie Drive, Suite 270          Kettering, OH 45409          www.blackbox.com          FSF#: 0000108930  <u>PRIMARY CONTACT</u>          Rick Grube          Phone: 703-501-5120          Secondary: 703-880-8366          Fax: 540-301-1419          Cell: 703-501-5120          Richard.grube@blackbox.com</p>

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<p>Security Instrument Corporation of Delaware                  DBA: Security Instrument Corp.                  309 West Newport Pike                  Wilmington, DE 19804                  www.securityinstrument.com                  FSF#: 0000024575  <u>PRIMARY CONTACT</u>                  Art Mattei, Jr.                  Phone: 302-633-5621, Ext. 234                  Secondary: 800-244-2261, Ext. 234                  Fax: 302-994-9405                  Cell: 302-633-5632                  Email: amattei@securityinstrument.com  <u>SECONDARY CONTACT</u>                  Jesse Miller                  Phone: 302-633-5621, Ext. 245                  Secondary: 800-244-2261, Ext. 245                  Fax: 302-998-2719                  Cell: 302-293-2387                  Email: jmiller@securityinstrument.com</p>	<p>SponduLinx LLC                  2103 Ainsdale Ct.                  Wilmington, NC 28405-5251                    FSF#: 0000034644  <u>PRIMARY CONTACT</u>                  Mary Anne Zwarg                  Phone: (910) 239-9276                  Cell: (303) 590-4877                  Email: maryannez@spondulinx.com</p>	<p>The Conference Group                  254 Chapman Road                  Topkis Bldg, Ste 200                  Newark, DE 19702                  www.conferencegroup.com                  FSF#: 0000028316  <u>PRIMARY CONTACT</u>                  Katie Dulin                  Phone: 302-709-8297                  Secondary: 302-224-8255                  Fax: 302-224-8500                  support@conferencegroup.com  <u>SECONDARY CONTACT</u>                  Kristin Huff                  Phone: 877-263-4047                  Secondary: 302-224-8255                  Fax: 302-224-8500                  support@conferencegroup.com</p>
<p>Troxell Communications, Inc.                  491 Baltimore Pike #677                  Springfield, PA 19064                  www.trox.com                  FSF#: 0000034744  <u>PRIMARY CONTACT</u>                  David Wible                  Phone: 610 565-4686                  Fax: 610 565-4256                  Cell: 215 359-5835                  david.wible@trox.com</p>	<p>Visual Sound, Inc                  485 Park Way                  Broomall, PA 19008                  www.visualsound.com                  FSF#: 0000017645  <u>PRIMARY CONTACT</u>                  Brendan J. Fowler                  Phone: (610)690-1329                  Secondary: (610)637-1466                  Fax: (610) 544-3385                  Cell: (610) 637-1676                  bfowler@visualsound.com</p>	<p>VSGi (Visual Systems Group Inc)                  7900 Westpark Dr., Suite T-610                  McLean, VA 22102                  FSF#: 0000031146  <u>PRIMARY CONTACT</u>                  Abi Rao                  Phone: 856-334-1431                  Fax: 973-860-2225                  Cell: 716-465-0359                  arao@vsgi.com  <u>SECONDARY CONTACT</u>                  Nathan Ruckdaschel                  Phone: 716-863-5628                  Cell: 716-863-5628                  nruckdaschel@vsgi.com</p>

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<p>York Telecom Corporation                  DBA: Yorktel                  81 Corbett Way                  Eatontown, NJ 07724                  www.yorktel.com                  FSF#: 0000039899  <u>PRIMARY CONTACT</u>                  Rebecca Kane                  Phone: 732-413-6000 Ext 7117                  Secondary: 732-413-6000                  Fax: 732-413-6060                  contracts@yorktel.com  <u>SECONDARY CONTACT</u>                  Amyanne Barone                  Phone: 732-413-6000 Ext. 6085                  Secondary: 732-413-6000                  Fax: 732-413-6060                  Cell: 908-309-4972                  Amyanne@yorktel.com</p>	<p>Advantech Incorporated – <b>See #23</b>                  4092 North DuPont Hwy.                  Dover, DE 19901                  www.advantechsecurity.net                  FSF#: 0000027017  <u>PRIMARY CONTACT</u>                  Dave Sweeney                  Phone: 302-674-8405 Ext. 123                  Secondary: 877-674-8405                  Fax: 302-674-3698                  Cell: 302-359-0189                  daves@advantechsecurity.net  <u>SECONDARY CONTACT</u>                  Lee Thompson                  Phone: 302-674-8405                  Secondary: 877-674-8405                  Fax: 302-674-3698                  Cell: 302-359-6036                  leet@advantechsecurity.net</p>	<p>RoData, Inc.  <del>1601 Mary's Avenue, #2G-10                  Pittsburgh, PA 15215                  www.rodata.com                  FSF#: 0000019543  <u>PRIMARY CONTACT</u>                  Jane Kossuth                  Phone: 412-782-8224                  Secondary: 412-782-8210, Ext. 8224                  Fax: 412-782-7166                  Cell: 412-352-8733                  jkossuth@rodata.com</del></p>
<p>Total Video Products, Inc.                  414 Southgate Court                  Mickleton, NJ 08056                  www.totalvideoproducts.com                  FSF#: 0000016870  <u>PRIMARY CONTACT</u>                  Derek Sage                  Phone: 856-423-7400, Ext. 245                  Secondary: 800-447-0920, Ext. 245                  Fax: 856-423-4747                  Cell: 609-706-6673                  dsage@totalvideoproducts.com  <u>SECONDARY CONTACT</u>                  Mary Ann Gregory                  Phone: 856-423-7400, Ext. 210                  Secondary: 800-447-0920, Ext. 210                  Fax: 856-423-4747                  magregory@totalvideoproducts.com</p>	<p>Tyco Integrated Security LLC                  3040 Industry Drive                  Lancaster, PA 17604                  www.tycois.com                  FSF#: 0000032587  <u>PRIMARY CONTACT</u>                  Richard Lehman                  Phone: 717-471-7371                  Secondary: 717-672-3321                  Fax: 866-252-5867                  Cell: 717-471-7371                  richlehman@tyco.com  <u>SECONDARY CONTACT</u>                  Michael Weinstein                  Phone: 703-317-4237                  Secondary: 703-317-4237                  Fax: 703-317-4265                  michaelweinsten@tyco.com</p>	<p>N/A</p>

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**4. SHIPPING TERMS:**

FOB Destination, freight prepaid.

**5. WARRANTY:**

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The Vendor shall warrant that its products are commercially acceptable and compatible and free from defects in design, workmanship, mechanical and electrical breakdown, system programming, software and materials at no expense to the ordering agency for a period of one (1) year from system acceptance. A final payment for performance shall not relieve the vendor of responsibility for faulty materials or workmanship, system programming, software and materials at no expense to the ordering agency for a period of one (1) year from system acceptance.

**6. PRICING:**

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Prices will remain firm during the initial term of the contract. Prior to issuing a purchase order for products or services, end users should contact the DTI Customer Service Specialist (739-9500) assigned to their Agency for ordering assistance.

The published rate card (see next page) identifies the MINIMUM % discount permitted for product categories a vendor may offer. Buyers are strongly encouraged to negotiate a rate most beneficial to their agency's particular need.

The Vendor Category Table below identifies which product and service categories each vendor has been awarded.

VENDOR NAME	VC1 - Audio Video Equipment	VC2 - conferencing (audio, video, web)	VC3 - Video Surveillance
Advantech Incorporated			X
Assurance Media	X		X
B-Safe Inc			X
BTS Enterprises	X		X
Haverford Systems	X		
IMS Technology Services	X	X	
Lightspeed Technologies	X		
P C Supplies	X		X
PS Technologies	X	X	X
RoData	X		
Security Instruments			X
SponduLinx	X		X
The Conference Group		X	
Total Video Products	X	X	X
Troxell Communications	X		
Tyco Integrated Security			X
Visual Sound	X		
VSGI	X	X	
York Telecom	X	X	

## Product Category Minimum Rates

Valid 10/1/2013-9/30/2015

Product Category		State of Delaware Price = %discount off manufacturer list price
Audio Video Equipment	<b>Cat Ref</b>	<b>no less than:</b>
Projectors	1	17%
Monitors	2	15%
Projection screens	3	19%
Transport Hardware/Software	4	22%
Ceiling speakers	5	19%
Wall mounted speakers	6	19%
Free standing speakers	7	18%
Microphone systems	8	20%
Wired microphones	9	17%
Wireless microphones	10	18%
Mounting hardware	11	19%
Movable cart systems	12	21%
DVD recorders/playback systems	13	14%
Receivers	14	17%
Audio amplifiers	15	18%
Audio mixers	16	17%
Electronic white boards	17	16%
<b>Video Surveillance Equipment</b>		
Cameras	18	18%
Wiring and camera cabling	19	13%
Transport hardware/software	20	17%
Hardware/software maintenance	21	16%
Recording	22	19%
Playback	23	20%
Long term storage	24	19%
Remote monitoring	25	22%
Security	26	18%
Network interface	27	18%

## **ADDITIONAL TERMS AND CONDITIONS**

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### **7. BILLING:**

The Vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number. The Vendor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

Agencies will make every effort to achieve available discount opportunities under this contract. Vendors shall be required to report semi-annually opportunities to enhance the discounts achieved.

### **8. PAYMENT:**

For each P.O. issued as part of this contract, the State will pay Vendor monthly, within thirty (30) days of receipt of the Vendor's billing, the amount which is legitimately earned by the Vendor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing. Final settlement for total payment to the Vendor will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.

No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.

The agencies or school districts using this award will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ ACI or check. Should a Vendor wish to provide a financial incentive to not process payment by P-Card in their proposal, they are to prepare their proposals to clearly outline any incentives for alternative payment methods the Vendor is willing to accept.

### **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 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. Depending on the nature and scope of the event, each State agency or other governmental entity shall be responsible for contacting the awarded vendor directly for all required resources. All consumables delivered by the Vendor and received by a State agency or other governmental entity, become the property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, fax or computer on-line systems.

**11. REQUIREMENTS:**

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

**12. INDEMNIFICATION:**

**General Indemnification:** The vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or part, to the State, its employees or agents.

**Proprietary Rights Indemnification:** Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- a. Procure the right for the State of Delaware to continue using the Product(s);
- b. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

**13. NON-PERFORMANCE:**

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the 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. 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 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>.
- f. An ordering agency shall ensure that any work or service agreement issued by Advantech includes the required language identified in Item 23.

**15. CHANGES:**

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

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

All work described in these specifications shall 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 Vendor 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**

The Contractor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the Contractor(s), its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, the Contractor(s) shall follow practices consistent with generally accepted professional and technical standards. The Contractor(s) shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards and policies promulgated by the Department of Technology and Information (DTI) (which are provided upon request), and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, the Contractor(s) shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. The Contractor(s) shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by the Contractor's failure to ensure compliance with DTI standards.

**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 does not compromise the security of its IT infrastructure. The SANS Institute and the FBI have released a document describing the Top 20 Internet Security Threats. The document is available at [www.sans.org/top20.htm](http://www.sans.org/top20.htm) 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 that compromises 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**

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, multifunction peripherals, etc.) shall be disposed of in a manner corresponding to the classification of the stored information, up to and including physical destruction.

## **22. TESTING AND INSPECTION:**

The State of Delaware reserves the right to conduct any test or inspection it may deem necessary to insure equipment, materials and services conform to contract requirements.

## **23. VENDOR AGREEMENT:**

The contract between Advantech and the State of Delaware requires that Advantech include the following statement on all agreements of work or service submitted to any ordering agency.

*This agreement is governed by the terms and conditions of the Video, Audio, Video and Surveillance Equipment and Services contract (#GSS11584-Audio\_Video). Any discrepancies between this agreement and contract #GSS11584-Audio\_Video shall be resolved in favor of contract #GSS11584-Audio\_Video.*

Any agreement not containing such language will not be valid under this contract.