



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
DTI PROCUREMENT OFFICER
302-739-9683

SUBJECT: **AWARD NOTICE - Addendum #4, effective August 15, 2012**
CONTRACT NO. GSS11584-AUDIO_VIDEO, Audio, Video and Surveillance
Equipment and Services

**TABLE OF CONTENTS
OF
KEY CONTRACT INFORMATION**

1. **MANDATORY USE CONTRACT:**2
2. **CONTRACT PERIOD:**2
3. **VENDORS:**2
4. **SHIPPING TERMS:**5
5. **WARRANTY:**6
6. **PRICING:**6
ADDITIONAL TERMS AND CONDITIONS:9



KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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

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:

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

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.

3. VENDORS:

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

<p>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</p>	<p>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</p>	<p>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</p>
--	--	---

Award Notice

Contract No.: GSS11584-AUDIO_VIDEO

<p>Creative-image technologies PO Box 729 Newark, DE 19715 www.creativeimagetech.com FSF#: 0000059773 <u>PRIMARY CONTACT</u> Jennifer Stretch Phone: 302-690-9344 Secondary: 877-834-9711 Fax: 877-834-9719 Cell: 302-690-9344 jstretch@c-it.cc <u>SECONDARY CONTACT</u> Matt Simons Phone: 877-834-9711 Secondary:877-834-9711 Fax: 877-834-9719 Cell: 502-409-0644 msimons@c-it.cc</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 Audio Visual Inc. 3055 McCann Farm Drive, Suite 105 Garnet Valley, PA 19060 www.ims-av.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@ims-av.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@ims-av.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.pst24.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>

Award Notice

Contract No.: GSS11584-AUDIO_VIDEO

<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 PO Box 1112 Littleton, CO 80160-1112 www.spondulinx.com FSF#: 0000034644 <u>PRIMARY CONTACT</u> Peter Zwarg Phone: (800) 591-2488 Secondary: (303) 703-0022 Fax: (303) 703-0023 Email: peterz@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 Katie.negron@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#: 0000034898 <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> Mark Leibowitz Phone: 973-872-6777 Fax: 973-872-6737 Cell: 973-809-9128 mleibowitz@vsgi.com <u>SECONDARY CONTACT</u> Abi Rao Phone: 856-334-1431 Fax: 862-397-3640 Cell: 716-465-0359 arao@vsgi.com</p>

Award Notice

Contract No.: GSS11584-AUDIO_VIDEO

<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 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. 1601 Mary's Avenue, #2G-10 Pittsburgh, PA 15215 www.rodata.com FSF#: 0000019543 <u>PRIMARY CONTACT</u> Eric Kipnis Phone: 888-876-3282, Ext. 3133 Secondary: 412-782-8210 Fax: 412-782-7155 Cell: 215-880-8619 ekipnis@rodata.com <u>SECONDARY 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</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>

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

4. SHIPPING TERMS:

FOB Destination, freight prepaid.

5. **WARRANTY:**

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

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:**

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

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 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 identifies which product and service categories each vendor has been awarded.

Product Category Minimum Rates

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

Vendor Category table:

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
Creative Image	X		
Haverford Systems	X		
IMS Audio Visual	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	

ADDITIONAL TERMS AND CONDITIONS

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

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. 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 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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:

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 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.