



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

July 1, 2011

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

FROM: COURTNEY MCCARTY
STATE CONTRACT PROCUREMENT OFFICER I
302-857-4557

SUBJECT: **AWARD NOTICE – ADDENDUM #2** (Effective July 1, 2012)
CONTRACT NO. GSS11599-BLDG_SECURE
BUILDING ACCESS SECURITY SERVICES

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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 one (1) year period from July 1, 2011 through June 30, 2012. Each contract may be renewed for three (3) one (1) year periods through negotiation between the Vendor and Office of Management and Budget, 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 year through June 30, 2013.

3. VENDORS

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GSS11599-BLDG_SECUREV01 Advantech, Inc. 4092 N. DuPont Hwy. Dover, DE 19901 POC: Dave Sweeney PH: (302) 674-8405 FX: (302) 674-3698 Email: Daves@advantechsecurity.net FSF: 0000027017	GSS11599-BLDG_SECUREV02 Tyco Integrated Security PO Box 371956 Pittsburgh, PA 15250 POC: Richard Lehman PH: (717) 471-7371 FX: (866) 252-5867 Email: richlehman@tyco.com FSF: 0000032587
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ADT Commercial Security is now Tyco Integrated Security.

4. SHIPPING TERMS

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F.O.B. destination.

ADDITIONAL TERMS AND CONDITIONS

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5. BILLING

The successful vendor is required to **"Bill as Shipped"** to the respective ordering agency(s). Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

6. PAYMENT

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

7. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

8. ORDERING PROCEDURE

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. REQUIREMENTS

The Vendor(s) shall provide all equipment, materials and labor to supplement the State of Delaware's need for building access security services as described herein. The contract will require the Vendor(s) to cooperate with the ordering agency to insure the State receives the most current state-of-the-art material and/or services.

10. HOLD HARMLESS

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

11. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

12. FORCE MAJEURE

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

13. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. 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. BACKGROUND

The State has adopted a Building Access Security Standard to establish consistency in both the quality and the security of the building access controls for State of Delaware facilities. The standard meets the needs of the Division of Capitol Police regarding building access, occupant identification and emergency access. The Statewide Building Security Committee; consisting of representatives from Capitol Police, Division of Facilities, and Department of Information and Technology, has been established to oversee and provide approval prior to the purchase of new security systems and upgrades on existing systems. Approval is to be granted through the DTI business case process.

16. STATEMENT OF NEEDS

The State of Delaware, through this solicitation, will create a short list of pre-qualified vendors for building access security services that Agencies can use to obtain quotes from. The list will allow agencies to move quicker through the process and avoid the need to go out to bid for each installation. The State is looking for “Value Added” proposals.

17. CONFIDENTIALITY AND DATA INTEGRITY

The State of Delaware, Department of Technology and Information is responsible for safeguarding the 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.

The Contractor and the State of Delaware shall sign a mutually agreeable Non-Disclosure Agreement (NDA). The mutual NDA shall safeguard the confidentiality and integrity of each party’s confidential information. If the Contractor utilizes service partners or service alliances in the performance of work, the Contractor may be required to secure an applicable signed confidentiality statement from such service providers prior to their beginning work, Appendix B.

18. SECURITY

Computer, network, and information security is of paramount concern for the State of Delaware and the Department of Technology and Information. The State of Delaware 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 Treats. The document is available at www.sans.org/top20.htm for review by the Purchaser. It is the responsibility of the Purchaser to run and install the appropriate updates when the product is first used by the customer, provided the purchasing agent orders the appropriate commercially available security software to be factory-loaded, the Contractor will make commercially reasonable efforts to provide Cisco branded systems that are, at the time of shipment, free of known viruses and applicable vulnerabilities listed in that document.

HOW TO USE THE CONTRACT

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The State has adopted a Building Access Security Standard to establish consistency in both the quality and the security of the building access controls for State of Delaware facilities. The standard meets the needs of the Division of Capitol Police regarding building access, occupant identification and emergency access. The Statewide Building Security Committee; consisting of representatives from Capitol Police, Division of Facilities, and Department of Information and Technology, has been established to oversee and provide approval prior to the purchase of new security systems and upgrades on existing systems. Ordering Agencies are required to obtain the approval of the Statewide Building Security Committee through the DTI Business Case process. The standard can be viewed at: <http://dti.delaware.gov/pdfs/pp/BuildingAccessSecurityStandard.pdf>

1. Ordering Agencies are required to contact both pre-qualified vendors for pricing quotes. Pricing quotes are to include the following:
 - Job quotes are to include labor, materials, tools and special equipment required for the work being quoted as well as a total project cost. In most instances, materials used on a job will be billed separately, for the actual, documented cost of the item, plus a small percentage handling fee each set forth separately.
 - All bids shall include a listing of all subcontractors to be used for the job. Subcontractors are to be submitted during the original proposal process using Attachment 7 and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants from the original proposal will be subject to the prior written approval of the State.
 - All bids shall be accompanied by a bid bond in the amount equal to 10% of the respective bid value in the name of the Agency requesting the work. The bond shall be drawn upon an insurance or bonding company authorized to do business in the State of Delaware.
 - Awarded Vendor: Upon the execution of a formal contract and performance bond, the bid bond shall be returned to the successful bidder.
 - Non-Awarded Vendor: The bid bond of the unsuccessful bidders shall be returned to them.
2. Ordering Agencies, using the Business Case process, submit their scope of work along with a copy of the selected vendor's pricing proposal to the Statewide Building Security Committee for approval. The Statewide Building Security Committee can be contacted during the development of the scope of work for recommendations. The Committee has the authority to make changes to the scope of work. If Committee recommends changes the Ordering Agency shall request revised quotes from both vendors and resubmit to the Committee for approval.

3. The Statewide Building Security Committee will notify the Ordering Agency as well as the Government Support Services Contract Officer managing the contract when a project has been approved. The Contract Officer will contact the successful bidder regarding the Performance Bond. No work can be started on the project until the Statewide Building Security Committee has approved the project and Government Support Services has received the Performance Bond.
 - The successful bidder shall also furnish a 100% Performance Bond to Government Support Services with surety in the amount of 100% of the specific award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted in the form of good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware.
 - Once the bond has been received the Contract Officer will notify the Ordering Agency. At that time, the Ordering Agency may process the Purchase Order and return the bid bonds to both vendors.

Statewide Building Security Committee:

- Elayne Starkey, Department of Information and Technology
- Dennis Groom, OMB – Division of Facilities Management
- William Jopp, Capitol Police