STATE OF DELAWARE
EXECUTIVE DEPARTMENT OFFICE OF
MANAGEMENT AND BUDGET

March 30, 2012

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 May 11, 2012**
CONTRACT NO. GSS12455-TELECOMM
Telecommunications Systems & 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, 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 from April 1, 2012 through June 30, 2015. Each contract may be renewed for two (2) one (1) year periods through negotiation between the Vendor and Office of Management and Budget/Government Support Services (Government Support Services). Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

Strategic Products and Services, LLC (SPS) contract is valid May 11, 2012 through June 30, 2015.

3. VENDORS:

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Arugie Enterprises Corporation Dba: Arg Communications 612 S. Colonial Ave Wilmington, DE 19805 www.whyarg.com FSF# 0000000456 PRIMARY CONTACT Angel Jernoske Phone: 302-225-2000 EXT. 302 Fax: 302-225-2010 Cell: 302-367-5474 angel@whyarg.com SECONDARY CONTACT Joe Ruggieri Phone: 302-225-2000 EXT. 301 Fax: 302-225-2010 Cell: 302-584-0010 joe@whyarg.com	Collins Business Systems, Inc. 2340 N. DuPont Hwy PO Box 726, Manor Branch New Castle, DE 19720 www.collinsvoice.com FSF# 0000024730 PRIMARY CONTACT John Collins Phone: 302-658-1700 EXT. 203 Fax: 302-658-6170 jcollins@collinsvoice.com SECONDARY CONTACT Mike Holmes Phone: 302-658-1700 x215 Fax: 302-658-6170 mholmes@collinsvoice.com	DiRAD Technologies, Inc. 9 Corporate Drive Clifton Park, NY 12065 www.dirad.com FSF# 0000123861 PRIMARY CONTACT Lisa Wissert Phone: 518-438-6000 Ext. 251 Secondary: 800-778-2927, Ext 251 Fax: 518-458-2782 Cell: 518-222-6181 lisa.wissert@dirad.com SECONDARY CONTACT John Michne Phone: 518-438-6000, Ext. 149 Secondary: 800-778-2927, Ext. 149 Fax: 518-458-2782 Cell: 518-505-6912 john.michne@dirad.com

FuturTech Consulting, LLC 92 Read's Way, Suite 202 New Castle, DE 19720 www.futurtech.com FSF# 0000028061 PRIMARY CONTACT Michael R. Nardo Phone: 302-428-1300 Secondary: 302-275-4183 Fax: 302-428-0703 Cell: 302-275-4183 MNardo@futurtech.com SECONDARY CONTACT Mary Beth Thompson Phone: 302-428-1300 Secondary: 302-420-1438 Fax: 302-428-0703 Cell: 302-420-1438 MThompson@futurtech.com	PhoneAmerica Corporation 8 N. Bacton Hill Rd Frazer, PA 19355 www.phoneam.com FSF# 0000123857 PRIMARY CONTACT Stephen Tevis Phone: 484-527-2181 Secondary: 610-296-2850 Ext 239 Fax: 484-527-2182 Cell: 484-576-3506 stevis@phoneam.com SECONDARY CONTACT Charlie Reimel Phone: 610-296-2850 Ext. 216 Secondary: 484-527-2216 Fax: 610-296-2863 Cell: 484-527-2199 creimel@phoneam.com	Info Solutions North America LLC DBA: Info Solutions LLC 12 Penns Way New Castle, DE 19720 www.infosolutionsllc.com FSF# 0000049758 PRIMARY CONTACT William R. Riley Phone: 302-373-6909 Secondary: 302-793-9200 Fax: 302-595-4163 Cell: 302-373-6909 wriley@infosolutionsllc.com SECONDARY CONTACT Mark R. Olazagasti Phone: 302-743-0504 Secondary: 302-793-9200 Fax: 302-595-4163 Cell: 302-743-0504 molaz@infosolutionsllc.com
Mitel Business Systems, Inc. 7300 West Boston Street Chandler, AZ 85226 www.mitel.com FSF# 0000035083 PRIMARY CONTACT Ed Neroda Phone: 212-798-1836 Secondary: 800-796-4835 Ext 5 Fax: 703-904-0568 Cell: 845-825-4298 ed_neroda@mitel.com SECONDARY CONTACT Michele Maggard Phone: 602-629-3126 Secondary: 480-961-9000 Ext 22126 Fax: 480-422-5435 michele_maggard@mitel.com	MTM Technologies, Inc. 1675 S. State Street Dover, DE 19901 www.mtm.com FSF# 0000002776 PRIMARY CONTACT Brian Shuba Phone: 302-744-2250 (direct) Secondary: 302-744-2247 Fax: 302-735-3373 Cell: 302-270-1939 bshuba@mtm.com SECONDARY CONTACT Debbie Fueller Phone: 302-744-2247 (direct) Secondary: 302-735-3370 Ext 2247 Fax: 302-735-3373 Cell: 302-382-9892 dfueller@mtm.com	Strategic Products & Services, LLC 113 Gibraltar Road Horsham, PA 19044 www.spscom.com FSF# 0000103981 PRIMARY CONTACT Drew Waldron Phone: 973.944.5622 Fax: 973.944.5622 Cell: 302.521.6120 dwaldron@spscom.com SECONDARY CONTACT Brian Pollard Phone: 973.359.8512 Secondary: 973.723.7115 Fax: 973.359.8512 Cell: 973.723.7115 bpollard@spscom.com

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4. SHIPPING TERMS:

FOB Destination, freight prepaid.

5. PRICING:

Prices and/or rates shall remain firm for the initial three year term of the contract, unless further negotiations are deemed necessary by the State.

ARG Communications: VoIP-Based E9-1-1 Emergency Call Handling System & Integrated Voice Response (IVR) – NA

PBX & Key Systems

Item	Category	State Price = Discount % off list price	Associated Licensing fee if Applicable
1	Hardware	39%	N/A
2	Software	39%	39%
3	Maintenance	35%	N/A

Voice Processor

Item	Category	State Price = Discount % off list price	Associated Licensing fee if Applicable
1	Hardware	39%	N/A
2	Software	39%	39%
3	Maintenance	35%	N/A

IP Telephony

Item	Category	State Price = Discount % off list price	Associated Licensing fee if Applicable
1	Hardware	39%	N/A
2	Software	39%	39%
3	Maintenance	35%	N/A

Call Loggers & Recorders

Item	Category	State Price = Discount % off list price	Associated Licensing fee if Applicable
1	Hardware	39%	N/A
2	Software	39%	39%
3	Maintenance	35%	N/A

Uninterruptible Power Supply (UPS)

Item	Category	State Price = Discount % off list price	Associated Licensing fee if Applicable
1	Hardware	39%	N/A
2	Software	39%	39%
3	Maintenance	35%	N/A

Collins Business: VoIP-Based E9-1-1 Emergency Call Handling System, Integrated Voice Response (IVR) & IP Telephony - NA

PBX & Key Systems

Item	Category	State Price = Discount % off list price	Associated Licensing fee if Applicable
1	Hardware	20%	N/A
2	Software	20%	N/A
3	Maintenance	20%	N/A

Voice Processor

Item	Category	State Price = Discount % off list price	Associated Licensing fee if Applicable
1	Hardware	20%	N/A
2	Software	20%	N/A
3	Maintenance	20%	N/A

Call Loggers & Recorders

Item	Category	State Price = Discount % off list price	Associated Licensing fee if Applicable
1	Hardware	20%	N/A
2	Software	20%	N/A
3	Maintenance	20%	N/A

Uninterruptible Power Supply (UPS)

Item	Category	State Price = Discount % off list price	Associated Licensing fee if Applicable
81	Hardware	20%	N/A
2	Software	20%	N/A
3	Maintenance	20%	N/A

FuturTech: VoIP-Based E9-1-1 Emergency Call Handling System, Integrated Voice Response (IVR), IP Telephony, & Call Loggers & Recorders – NA

PBX & Key Systems

Item	Category	State Price = Discount % off list price	Associated Licensing fee if Applicable
1	Hardware	22 %	$0; (Included)
2	Software	22 %	$0; (Included)
3	Maintenance	22 %	$0; (Included)

Voice Processor

Item	Category	State Price = Discount % off list price	Associated Licensing fee if Applicable
1	Hardware	22 %	$0; (Included)
2	Software	22 %	$0; (Included)
3	Maintenance	22 %	$0; (Included)

Uninterruptible Power Supply (UPS)

Item	Category	State Price = Discount % off list price	Associated Licensing fee if Applicable
1	Hardware	22 %	$0; (Included)
2	Software	22 %	$0; (Included)
3	Maintenance	22 %	$0; (Included)

Info Solutions: VoIP-Based E9-1-1 Emergency Call Handling System, Voice Processor & Integrated Voice Response (IVR) - NA

PBX & Key Systems - CISCO

Item	Category	State Price = Discount % off list price	Associated Licensing fee if Applicable
1	Hardware	35%	N/A
2	Software	35%	N/A
3	Maintenance	10%	N/A

PBX & Key Systems - AVAYA

Item	Category	State Price = Discount % off list price	Associated Licensing fee if Applicable
1	Hardware	35%	N/A
2	Software	35%	N/A
3	Maintenance	20%	N/A

IP Telephony – Did not bid hosted solution

Call Loggers & Recorders

Item	Category	State Price = Discount % off list price	Associated Licensing fee if Applicable
1	Hardware	35%	N/A
2	Software	35%	N/A
3	Maintenance	10%	N/A

Uninterruptible Power Supply (UPS)

Item	Category	State Price = Discount % off list price	Associated Licensing fee if Applicable
1	Hardware	10%	N/A
2	Software	10%	N/A
3	Maintenance	5%	N/A

MTM: VoIP-Based E9-1-1 Emergency Call Handling System and PBX & Key Systems – NA

Voice Processor

Item	Category	State Price = Discount % off list price	Associated Licensing fee if Applicable
1	Hardware	38%	N/A
2	Software	38%	N/A
3	Maintenance	12%	N/A

Integrated Voice Response (IVR)

Item	Category	State Price = Discount % off list price	Associated Licensing fee if Applicable
1	Hardware	38%	N/A
2	Software	38%	N/A
3	Maintenance	12%	N/A

IP Telephony

Item	Category	State Price = Discount % off list price	Associated Licensing fee if Applicable
1	Hardware	38%	N/A
2	Software	38%	N/A
3	Maintenance	12%	N/A

Call Loggers & Recorders

Item	Category	State Price = Discount % off list price	Associated Licensing fee if Applicable
1	Hardware	38%	N/A
2	Software	38%	N/A
3	Maintenance	12%	N/A

MTM continued:

Uninterruptible Power Supply (UPS)

Item	Category	State Price = Discount % off list price	Associated Licensing fee if Applicable
1	Hardware	15%	N/A
2	Software	15%	N/A
3	Maintenance	15%	N/A

Phone America: VoIP-Based E9-1-1 Emergency Call Handling System, Integrated Voice Response (IVR) & Call Loggers & Recorders– NA

PBX & Key Systems

Item	Category	State Price = Discount % off list price	Associated Licensing fee if Applicable
1 Toshiba CIX 10 X30	Hardware	20%	$26.81
2 Toshiba CIX 10 X30	Software	20%	N/A
3 Toshiba CIX 10 X30	Maintenance	0%	N/A

Voice Processor

Item	Category	State Price = Discount % off list price	Associated Licensing fee if Applicable
1 Stratagy	Hardware	20%	N/A
2 Stratagy	Software	20%	N/A
3 Stratagy	Maintenance	0%	N/A

Phone America continued:

IP Telephony

Item	Category	State Price = Discount % off list price	Associated Licensing fee if Applicable
1 Toshiba IP EDGE	Hardware	20%	N/A
2 Toshiba IP EDGE	Software	20%	$2213
3 Toshiba IP EDGE	Maintenance	0%	N/A

Uninterruptible Power Supply (UPS) as stated in proposal expanded system pricing section

SPS: VoIP-Based E9-1-1 Emergency Call Handling System & IP Telephony – NA

PBX & Key Systems

Item	Category	State Price = Discount % off list price	Associated Licensing fee if Applicable
1	Hardware	25%	NA
2	Software	40%	NA
3	Maintenance	10%	NA

Voice Processor

Item	Category	State Price = Discount % off list price	Associated Licensing fee if Applicable
1	Hardware	25%	NA
2	Software	38%	NA
3	Maintenance	10%	NA

SPS continued:

Integrated Voice Response (IVR)

Item	Category	State Price = Discount % off list price	Associated Licensing fee if Applicable
1	Hardware	10%	NA
2	Software	18%	NA
3	Maintenance	10%	NA

Call Loggers & Recorders

Item	Category	State Price = Discount % off list price	Associated Licensing fee if Applicable
1	Hardware	18%	NA
2	Software	22%	NA
3	Maintenance	10%	NA

Uninterruptible Power Supply (UPS)

Item	Category	State Price = Discount % off list price	Associated Licensing fee if Applicable
1	Hardware	15%	NA
2	Software	15%	NA
3	Maintenance	5%	NA

Mitel: All categories

A-SW	38%	Software Discount - Classic Mitel Software
B-SW	38%	Software Discount - Classic Mitel Software
C-SW	38%	Software Discount - Classic Mitel Software
A-HW	38%	Volume Discount - Classic Mitel Hardware
B-HW	38%	Volume Discount - Classic Mitel Hardware
C-HW	38%	Volume Discount - Classic Mitel Hardware
5000	36%	Volume Discount - Classic Inter-Tel Software & Hardware
5000	36%	Volume Discount - Classic Inter-Tel Software & Hardware
3000	0%	Non Discount - 3000 Software & Hardware -
ND	0%	Non-Discountable
ND-TC	0%	Non-Discountable for authorizedPARTNERS - Tech Credit Discount for EBP's
ND-TRW	0%	Non-Discountable for authorizedPARTNERS - Tech Training Discount for EBP's
D	14%	Services Discount
NS	12%	Telecommunications

DiRAD Technologies: IVR ONLY

Integrated Voice Response (IVR)

Item	Category	List Price	State Price = Discount % off list price	State Price	Associated Licensing fee if Applicable
1	*Hardware*				
IVR Server 1					
Rackmount IVR Server, single dual-core processor, 8GB RAM, 250GB Hard drive, Single Power Supply		$3,361.00	7%	$3,125.73	NA
IVR Server 2		$5,971.00	7%	$5,553.03	NA
Rackmount IVR Server, Quad-Core processor, 8GB RAM, 250GB Hard drive, Dual Power Supply					NA
IVR Server 3		$7,114.00	7%	$6,616.02	NA
Rackmount IVR Server, Dual Quad-Core processor, 16GB RAM, 450GB Hard drive, Dual Power Supply			7%		NA
4-Port Gateway		$687.00	7%	$638.91	NA
8-Port Gateway		$1,024.00	7%	$952.32	NA
24 Port T1 Gateway		$3,353.00	7%	$3,118.29	NA
48-Port T1 Gateway		$4,361.00	7%	$4,055.73	NA
96-Port T1 Gateway		$9,999.00	7%	$9,299.07	NA
192-Port T1 Gateway		$18,500.00	7%	$17,205.00	NA
24-Port T1 Module (add-on)		$1,999.00	7%	$1,859.07	NA
48-Port T1 Module (add-on)		$3,299.00	7%	$3,068.07	NA
96-Port T1 Module (add-on)		$6,599.00	7%	$6,137.07	NA

DiRAD Technologies: IVR ONLY

2	*Software*		% off list	State price	
DiRAD IVR Module		$5,000.00	8%	$4,600.00	NA
Includes: At least 48 Ports per Server (depends on processor and application resource usage) Microsoft Speech Engine Text-To-Speech Conversational and Single-Word Speech Recognition All Supported Languages included with Speech Browser-Based Reports					
DiRAD Backup/Disaster Recovery Module (replicates primary IVR applications on multiple servers)		$2,500.00	8%	$2,300.00	NA
Mainframe Integration Module		$459.00	8%	$422.28	NA

3	Maintenance		% off list	State price	
Level 1 Maintenance		11.5% of System Cost	NA		NA
Live tech support, Mon-Fri 8am - 5pm including onsite parts and labor - all-inclusive					NA
Level 2 Maintenance		11.4% of System Cost	NA		NA
Live tech support, Mon-Fri 8am - 11pm including onsite parts and labor - all-inclusive					NA
Level 3 Maintenance					NA
Live tech support 24x7x365 including onsite parts and labor - all-inclusive		17.5% of System Cost	NA		NA
Non-Prevailing Wage Time and Materials Costs (per hour)	Time & Materials		% off list	State price	
Technical Support		$135.00	7%	$125.55	NA
Project Management		$185.00	7%	$172.05	NA
Development		$265.00	7%	$246.45	NA

IVR Hosting (Optional)	Hosting	% off list	State price	
Base Application Activation				
Update Core Information	$105.50	8%	$97.06	NA
Add on Language	$1,069.57	8%	$984.01	NA
Stand by application	$723.96	8%	$666.05	NA
Stand by application test (includes up to 1,000 minutes)	$1,871.75	8%	$1,722.01	NA
Stand by Application Activation	$3,751.69	8%	$3,451.55	NA
Email Procedure	$1,338.78	8%	$1,231.68	NA
PBX Interaction Procedure	$1,338.78	8%	$1,231.68	NA
Number Assignment Transfer	$541.15	8%	$497.86	NA
Recording	$343.79	8%	$316.29	NA
Language Recordings (Non English)	$514.78	8%	$473.59	NA
Periodic Database Feed	$562.07	8%	$517.11	NA
Client Data Source Connection	$562.07	8%	$517.11	NA
Documentation - manual	$241.02	8%	$221.74	NA
Documentation - automatic	$136.43	8%	$125.51	NA
Web Based Client Control Option	$1,391.54	8%	$1,280.21	NA
Store & Forward, 1-5	$534.79	8%	$492.00	NA
Store & Forward, 6 - 15	$802.18	8%	$738.00	NA
Additional S & F, per increment, initial	$26.83	8%	$24.68	NA
Additional S & F, per increment, post initial	$134.61	8%	$123.84	NA
Uni-Circuit	$723.96	8%	$666.05	NA
Monthly IVR System environment platform per application with Managed Minutes <99,000	$374.71	8%	$443.47	NA
Monthly IVR System environment platform per application with Managed Minutes <120,000	$482.04	8%	$448.29	NA
Monthly IVR System environment platform per application with Managed Minutes >120,000	$802.18	8%	$738.00	NA
Managed Minutes less than 4,000 within calendar month, per minute, 6 second increments	$0.13	8%	$0.12	NA
Managed Minutes - 4,001 - 35,000 within calendar month, per minute, 6 second increments	$0.11	8%	$0.10	NA
Managed Minutes - 35,001 - 99,000 within calendar month, per minute, 6 second increments	$0.08	8%	$0.08	NA
Managed Minutes - 99,001 - 120,000 within calendar month, per minute , 6 second increments	$0.07	8%	$0.06	NA
Managed Minutes - Over 120,001 within calendar month, per minute, 6 second increments,	$0.06	8%	$0.05	NA
Alert Messages	$0.46	8%	$0.43	NA
Speech Rec add-on	$0.03	7%	$0.03	NA
Enhanced TTS add-on	$0.03	7%	$0.03	NA

6. STATEMENT OF WORK:

Contractors must be able to supply single-source Telecommunications solutions to the State. This shall include, but not be limited to, demonstrations, design configuration and engineering assistance, implementation assistance, installation, and training for all system sizes. As new technologies emerge, it will be the responsibility of the vendors to advise the State of their availability. If the State feels these new technologies will benefit the State, it will allow the vendor to add them to the existing contract offering.

Turnkey System: Provide, Install, Integrate and Guarantee On-Going Support of Solution

1. PROVIDE – supply as deliverable all essential, new components of a completely functional system as defined in the project scope document.
   - PROJECT SCOPE document can be provided by the agency or can be a contracted service provided by the vendor.
   - ESSENTIAL COMPONENTS may include hardware, proprietary system-only wiring, and software provided by the vendor.
2. INSTALL – delivery, setup, configuration and testing of all hardware and software components to guarantee compatibility and proper system operation.
3. INTEGRATE – guarantee proper network operation and interoperability with existing network components or circuits. Insure compliance with existing State network standards as specified by DTI.
4. GUARANTEE ON-GOING SUPPORT – demonstrated ability to insure proper operation of hardware and software. Ability to provide appropriate levels of support for all components provided as part of the turnkey solution for the term of the contract.

Time Requirements and Penalty

Quotations shall be returned to DTI in ten (10) work days or less, unless mutually agreed upon. Work (equipment ordered, procurement of dates, pre-installation meetings, etc.) must be initiated within 20 days of receipt of purchase order, unless waived by the State. Failure to meet this requirement may result in the State of Delaware seeking judgment on the successful bidder and cancellation of the contract.

Commercial Warrantee and Guarantee Certificate

The contractor agrees that the supplies or services furnished under the Contract shall be covered by the most favorable commercial warranties the bidder has given or offered to any customer for such supplies or services and such rights are incorporated into this Contract and provided to the State of Delaware. At minimum, the Contractor 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 successful bidder of responsibility for faulty materials or workmanship. The vendor's warranty must include full parts replacement, including all factory labor and shipping costs. Defective material shall be returned to the contractor for repair or replacement and returned to the site at no cost to the state. Extended warranties must be fully explained in writing.

Installation

The Contractor may be required to install the proposed telecommunications system to existing wiring. If existing wiring does not accommodate the selected system the ordering agency shall arrange for rewiring as required, using State contract wiring vendors. The response to this RFP shall operate under the premise that all existing wiring is reusable. Installation shall be conducted to ensure a minimum of interruption to the ordering agency, and shall include, but may not be limited to, the following tasks: Coordination shall be maintained through the Department of Technology and Information to insure the shortest period of telecommunications service disruption possible. The Contractor shall provide a schedule of installation to the ordering agency a minimum of one week prior to the start of work. The ordering agency reserves the right to specify changes in the installation schedule which are deemed necessary to meet the agency's day-to-day obligations. At a minimum, the schedule will specify the start of installation and a date/time for completion.

Technical Specifications

The proposed systems are to meet the following requirements. The requirements apply to all electronic applications. The proposal response shall be to furnish, deliver, install and maintain computer controlled digital telecommunications systems. Call processing shall be accomplished by mini- or micro-processors from instructions held in non-volatile memory. The telecommunications systems must be compatible with LUCENT #5ESS and NORTHERN TELECOM DMS-100 CENTREX service and must accommodate all signaling and features associated with the CENTREX service rendered by the local serving central office. All backboards, connector blocks, patch cords, connector cables and any additional equipment are to be provided by the vendor. All equipment and accessory materials are to be new with no refurbished, reconditioned, used or previously installed materials permitted unless expressly agreed to by DTI or the owner agency. All cable used in this installation must conform to National Electric Code Articles 800 and 725 for use in telephone systems and interconnecting cable runs as modified by the latest version of local electrical codes. Proper fire-stop restorations must be made to all structural penetrations as specified in the NEC, UL and local fire codes. Any cabling or wiring performed must be done only to the extent of required, proprietary installation of the systems and hardware/software of this contract. Any infrastructure wiring for general distribution purposes must be installed by a State contract vendor under the Contract number GSS09441A-TELECOM_CBL, Telecommunications Cabling.

Maintenance

A primary consideration in the system selection will be the vendor's ability to provide maintenance, service and support. This section establishes the requirements of the Maintenance Agreement. Vendor should supply, if requested, annual maintenance cost for the installed telecommunications systems for the post-warranty year of installation. This cost should be listed for Helpdesk, next day parts shipment, or onsite maintenance services. Vendor should be very specific as to what is covered and what are "time and material" costs. Maintenance costs should be itemized in a separate section. If portage is chargeable within the State of Delaware, this portion of your response should be highlighted and explained in full.

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 with 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 with 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.

Vendor must guarantee response time of within two (2) hours for emergency service as defined by the owner agency. That service may be delivered via remote diagnostics with on-site response if the problems cannot be corrected remotely. Regular, non-emergency service must be guaranteed by the close of business the following business day. It is preferable to have a toll-free dial-up telephone support service with remote diagnostic troubleshooting. It is preferable to have a next-day parts delivery guarantee.

The vendor shall provide help desk services and remote diagnostics to the State of Delaware on purchases made from this contract. The vendor shall provide technicians with assistance from trainers and manufacturer-certified system experts via a local or toll free number. Problem determination, tracking, reporting and follow-up with callers must be provided. The vendor must provide help desk and remote diagnostics for new systems purchased on this contract. The vendor's help desk services and remote diagnostics must be available, at a minimum, Monday through Friday, 8:00 a.m. to 5:00 p.m. EST on all business days. These services must be available from the vendor directly, not a third party. The vendor shall provide an answering service, pager, or voice mail system to receive incoming calls during hours that a help desk is not attended, or for after-hours emergency repair calls and service.

Disposal of Equipment

The successful vendor will be responsible for the removal and replacement of all the pre-existing equipment to be disconnected. The replaced systems, sets and ancillary parts should be carefully de-installed, boxed and stored in a location so designated by the agency/site coordinator at each building. Utmost care is to be exercised in maintaining the component parts, sets and ancillary equipment in good condition. The successful bidder will be responsible for any damages as outlined in Section "HOLD HARMLESS."

7. VENDOR SERVICES MATRIX:

Vendor Name	VoIP-Based E911	PBX & Key Systems	Voice Processor	IVR	IP Telephony	Call Loggers & Recorders	UPS	Supported by Vendor:
ARG	NA	X	X	NA	X	X	X	NEC
Collins	NA	X	X	NA	NA	X	X	NEC, Toshiba, esi, Valcom, Verint, Olympus, World Systems, WinScribe
DiRAD	NA	NA	NA	X	NA	NA	NA	Microsoft
FuturTech	NA	X	X	NA	NA	NA	X	Avaya
PhoneAmerica	NA	X	X	NA	X no hosted	NA	X	Toshiba
Info Solutions	NA	X	X	X	NA	X	X	Avaya, Cisco
Mitel	X	X	X	X	X	X	X	Mitel
MTM	NA	NA	X	X	X	X	X	Cisco
SPS	NA	X	X	NA	X	X	X	Avaya

ADDITIONAL TERMS AND CONDITIONS

8. 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.

9. 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.

10. METHOD OF 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.

11. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS:

As a central contract, the contract resulting from this RFP shall include individual orders from state agencies and other entities authorized by law to procure from this contract. The individual orders may be terminated as follows:

a. Termination for Cause 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 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 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.

b. Termination for Convenience The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.

c. Termination for Non-Appropriations In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

12. 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.

13. TAX EXEMPTION:

Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.

Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the Vendor. Each Vendor shall take its exemption into account in calculating its bid for its work.

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. PRODUCT SUBSTITUTION:

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the Agency to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

If a substitution is granted by the state, the Vendor must update its core list and maintain said list in a timely manner.

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. VENDOR- OWNED RENTAL EQUIPMENT AND SUPPLIES REMOVAL:

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.

18. AGENCY'S RESPONSIBILITIES:

The Agency shall:

a. 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).

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.

19. 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.

20. 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.

21. 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.

22. 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.

23. MINIMUM WAGE RATES:

All applicable Telecommunications Wiring and Cabling Services are to be performed in conjunction with Telecommunications Cabling, contract #GSS09441A-TELECOM CBL. Proposing Vendors must work with the vendors on the Wiring and Cabling contract.

Contractor and agencies should be aware that work performed under this contract may fall under the State of Delaware Minimum Wage Rates or the Delaware Prevailing Wage rates. Prior to issuing a purchase order, the ordering agencies must obtain from

the Department of Labor a determination if prevailing wage applies to the project and, if appropriate, what the applicable prevailing wage rates would be for the work to be performed. No work shall proceed without a determination by the Department of Labor. Request for prevailing wage certification can be found at: http://www.delawareworks.com/industrialaffairs/services/LaborLawEnforcementInfo.shtml#pw1.

The prevailing wage law, 29 Del.C.§6960, is enforced by the Department of Labor and states that the specifications for every contract or aggregate of contracts relating to a public works project in excess of $100,000 for new construction (including painting and decorating) or $15,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of building or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed.