



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

November 8, 2012

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

FROM: BECKY LOVIN
STATE CONTRACT PROCURMENT OFFICER I
302-857-4558

SUBJECT: **AWARD NOTICE, ADDENDUM #1, effective August 21, 2012**
CONTRACT NO. GSS12676-COMMEQUIP
Public Safety Communication Equipment

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KEY CONTRACT INFORMATION**

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KEY CONTRACT INFORMATION

1. CONTRACT USE:

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This is not a mandatory use contract under **Title 29, Chapter 6911(d) Delaware Code**. It is available to 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.

Under Title 29 §6933, The State of Delaware is authorized to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of materiel or nonprofessional services with 1 or more public procurement units either within the State or within another state in accordance with an agreement entered into between the participants. Government Support Services, Office of Management and Budget has entered into a cooperative agreement with the State of Arkansas, under the National Association of State Procurement Officer (NASPO)/Western States Contracting Alliance (WSCA) for the procurement of Public Safety Communications Equipment.

2. CONTRACT PERIOD:

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Each contractor's contract shall be valid through October 29, 2013. This contract may be extended in conjunction with the WSCA Master Agreement.

3. VENDORS:

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Washington State Contract # 02702

FSF Vendor ID: 0000021410

Motorola Solutions, Inc.

Attn: Joe Mann or Richard Morris

13108 Collections Center Drive

Chicago, IL 60693-0131

Phone: 425-896-2332 or 443-285-9965

Fax: 425-896-2301 or 410-712-6489

Email: joe.mann@motorolasolutions.com or richard.moris@motorolasolutions.com

Website: www.motorola.com

4. SHIPPING TERMS:

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FOB destination.

5. **DELIVERY AND PICKUP:**

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Responsibility and liability for loss or damage shall remain the Contractor until the first of the following events occurs:

- a. Final inspection and acceptance;
- b. Placing live telecommunications traffic on the system or subparts thereof;
- c. The passage of thirty (30) days after FOB delivery.

6. **ADDITION TO CONTRACT:**

Addition of new models to contract: Washington State reserves the right to add new models onto the contract when the upgrade provides an improved product. Such model(s) added to the contract are to be at the same price or same pricing methodology as the model(s) already on contract.

New Equipment: Any new equipment accepted by the state may be added to this contract. New models shall meet or exceed all bid specifications of original equipment award.

Advances in Technology: The State of Washington and WSCA recognize that through technology the way communication equipment is made is rapidly changing and improving. In conjunction with other terms of this document, the State of Washington and WSCA reserve the right to add any new technology to this contract in the best interest of the states. This does not preclude the state from rebidding all or portions of this contract to facilitate significant advances in technology. The awarded segments will be reviewed at the time of any contract extension to determine if contracted products are meeting the state customers' needs and reflect the latest in technological advances.

7. **PRICING:**

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Prices will remain firm for the term of the contract year, unless defined and approved in the Master Agreement. During the contract period, any price declines at the manufacturer's level or cost reductions to Contractor shall be reflected in a reduction of the contract price retroactive to Contractor's effective date.

ADDITIONAL TERMS AND CONDITIONS

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8. **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.

9. **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. Agency pays the primary vendor for purchase and not the dealer.

10. 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.

11. 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.

12. HOLD HARMLESS:

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

13. NON-PERFORMANCE:

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.

14. 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.

15. 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.

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- 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>.