



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

June 7, 2012

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

FROM: PRISCILA ZHININ
STATE CONTRACT PROCUREMENT OFFICER
302-857-4556

SUBJECT: **AWARD NOTICE – Addendum #3 – Effective July 31, 2016**
CONTRACT NO. GSS12680-IMAGE
Tax and Revenue Image Processing System

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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 Maine for the procurement of tax and revenue image processing system.

2. OBJECTIVE OF THE CONTRACT

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The objective of this contract is to acquire and implement mail processing equipment and a scanning, imaging and data entry system products and services from the contractor to replace the Delaware tax form processing system.

3. CONTRACT PERIOD

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This contract shall now be valid through July 30, 2016. This agreement may be further extended or renewed for two (2) additional periods by agreement between the parties.

Original contract was valid through June 30, 2013.

Contract has been extended one year, through July 30, 2017 under the same pricing, terms and conditions.

4. VENDOR

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Contract # GSS12680-IMAGEV01
State of Maine Contract # 18F20100405*5066
FSF Vendor ID: 0000133150
Fairfax Imaging, Inc.
Attn: Michael Minter
5215 W. Laurel St, Suite 110
Tampa, FL 33607
Phone: 703-802-1220, Ext 103
Mobile: 214-384-3174
Email: mminter@fairfaximaging.com
Website: www.fairfaximaging.com

5. **SHIPPING TERMS**

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FOB destination.

6. **HARDWARE AND SOFTWARE PROVIDED BY THE STATE**

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a. STATE PROVIDED HARDWARE

Contractor has specified a number of servers to be used to handle the software applications, database access, and image storage. The provider indicated that the servers would be manufactured by Dell, and identified the specific configuration. The State has opted to purchase and install the servers separately from this contract. The State has elected to utilize servers manufactured by either Dell or Hewlett Packard, and Contractor has specified the appropriate configuration for those servers. In particular, the State will install and make available for utilization by the MRM system the following servers:

- 4 Application Servers – Microsoft Windows Server 2008 R2, consistent with technical specifications defined by Contractor & following DTI standards.
- 1 Web (IIS) Server – Microsoft Windows Server 2008 R2, consistent with technical specifications defined by Contractor & following DTI standards.
- 2 Terabytes of Work In Progress image storage accessible by the 4 application servers.
- 2 Database Servers – Microsoft Windows Server 2008 R2, MS SQL Server 2008, consistent with technical specifications defined by Contractor & following DTI standards.
- 880 Gigabytes of application database storage accessible by the 2 database servers.

If it is determined that we will operate in a remote DTI data center and need additional servers to avoid network latency and congestion while scanning the images on our IBML scanner, we will need to include the following additional local servers:

- 1 Application Servers – Microsoft Windows Server 2008 R2, consistent with technical specifications defined by Contractor, including 450 Gigabytes of storage.
- 1 Database Servers – Microsoft Windows Server 2008 R2, MS SQL Server 2008, consistent with technical specifications defined by Contractor & following DTI standards, including 450 Gigabytes of storage.

The Department will work with the Contractor and DTI to finalize the overall technical architecture for the MRM project, including server and storage specifications prior to order and installation.

In addition, the Department will provide the following equipment recommended by the mail equipment provider to be used in conjunction with the ASSED mail opening stations.

- 1 Central Entry Dispatch Station , including connection to the InfoPoll System.
- 1 Weigh Station, including connection to the InfoPoll System.

b. STATE PROVIDED SOFTWARE

The Department will acquire software license and maintenance agreements for the following products from the software provider. The Contractor will be authorized by the vendors to access and utilize such software to the extent necessary to fulfill its contractual obligations. The Contractor will deliver, either directly or through its subcontractors, services and expertise to

support the installation, testing, configuration, integration, operation, and use of all software products listed in the table below:

Software Product Name	Software Provider	Description
Windows Server 2003/2008	Microsoft	Application and database server operating system platform
SQL Server 2005	Microsoft	Relational database management system required for application data storage and processing.

Additions, changes, or deletions to the software product list described above will be reviewed and approved in accordance with the procedure described in the Master Agreement, Section C – Project Change Orders.

7. PRICING

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Prices will remain firm for the term of the contract term, unless defined and approved in the Master Agreement. During the contract term, 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.
- 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

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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>.