



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

April 26, 2013

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

FROM: MARIA FRY
STATE CONTRACT PROCUREMENT OFFICER
302-857-4583

SUBJECT: **AWARD NOTICE – ADDENDUM #2 Effective August 1, 2015**
CONTRACT NO. GSS13599-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 contractor's contract shall be valid for a two (2) year period from July 1, 2013 through June 30, 2015. Each contract may be renewed for three (3) one (1) year period through negotiation between the contractor and 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 for one (1) month through July 30, 2015.
This contract has been extended for one (1) month through August 31, 2015.

3. VENDORS

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<p>Johnson Controls, Inc. GSS13599-BLDG_SECUREV01 2250 Butler Pike, Suite 130 Plymouth Meeting, PA 19462 POC: David Ferretti PH: 610-276-3806 EM: dave.a.ferretti@jci.com FSF: 0000022859</p>	<p>Advantech, Inc. GSS13599-BLDG_SECUREV02 4092 N. DuPont Hwy. Dover, DE 19904 POC: Eric Schaeffer PH: 302-674-8405 EM: ericschaeffer@advantechsecurity.net FSF: 0000027017</p>
<p>Integration Logistics, a Division of Protection 1 GSS13599-BLDG_SECUREV03 130 Executive Dr., Suite 2A Newark, DE 19702 POC: Lori Monroe PH: 302-918-1020 EM: LoriMonroe@protection1.com FSF: 0000174165</p>	<p>Sound-N-Secure, Inc. GSS13599-BLDG_SECUREV04 20444 Pingue Dr. Milford, DE 19963 POC: Melissa Pingue PH: 302-424-3670 EM: sound-n-secure@comcast.net FSF: 0000021551</p>
<p>Assurance Media, LLC GSS13599-BLDG_SECUREV05 590 Century Blvd., Suite B Wilmington, DE 19808 POC: Jane Oakes PH: 302-892-3540 EM: joakes@assurancemedia.net FSF: 0000020739</p>	

4. SHIPPING TERMS

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F.O.B. destination; freight pre-paid.

5. PRICING

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Vendors were asked to identify hourly rates for repairs outside of warranty coverage as well as materials percentage mark-up rate. Prices will remain firm for the term of the initial contract year. Please refer to associated Pricing Spreadsheet for rates.

ADDITIONAL TERMS AND CONDITIONS

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6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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. 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.

17. 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.

18. MINIMUM REQUIREMENTS

a. SUMMARY

- 1) This specification section describes the furnishing, installation, commissioning, and programming of a complete, turnkey, hardwired door access system.
- 2) The successful Bidder(s) must submit Dealer Authorization paperwork for each manufacturer or system they are an authorized dealer/installer.

- 3) System will comply with Delaware's Building Access Security Standards.
- 4) Provide a complete hard wired door access control system as specified.
- 5) For each installation/upgrade, consideration should be given to leveraged existing systems in our state organizations rather than purchasing independently.

b. QUALITY ASSURANCE

- 1) Manufacturer: The access control system shall be a single-source manufacturer such that the single vendor distributes, supports, warranties and services all components.
- 2) Installer: The installing dealer must be a factory-authorized service and support company specializing in the selected manufacturer's product, with demonstrated prior experience with the selected manufacturers system installation and programming. The installer shall retain the services of a formally-trained systems administrator capable of managing the system's Operating System (i.e. Microsoft Server 2008, Linux, Red Hat).
- 3) Registered manufacturer technician and Ordering Agency personnel shall certify all installations.
- 4) All installations shall comply with the National Electric Code and Delaware Statewide Building Access Security Standard: <http://dti.delaware.gov/pdfs/pp/BuildingAccessSecurityStandard.pdf>
- 5) All components shall be UL listed.
- 6) System shall be designed to allow for future integration to building automation system.

c. AS BUILT DRAWINGS

In addition to the requirements for record documents as specified elsewhere in these Standards, as-built drawings shall document the entire installed wiring system. This documentation shall include a detailed wiring diagram (in AutoCAD.dwg format) and be submitted on both optical media (CD or DVD) and hard copy formats. Division of Facilities Maintenance will retain the as-built drawings for their files.

d. WARRANTY

- 1) Provide a minimum two-year warranty on all parts and labor, or longer if manufacturer of any component provides.
- 2) Warranty requirements shall include furnishing and installing all software upgrades issued by the manufacturer during the warranty period.
- 3) Successful vendor is required to acknowledge customer requests within 1 business day. Expected response time for emergency situations is no more than 4 hours.

e. SUBMITTALS

Shop Drawings for equipment provided under this Section. In addition to complying with requirements of shop drawings as stated elsewhere in these Standards, shop drawings shall include the following:

- 1) AutoCAD drawings for review and approval.
- 2) Door contact shop drawings and installation details prior to installation for approval by Ordering Agency.
- 3) Mechanical and electrical notes and construction details for each device.
- 4) Interconnection diagrams showing a detail of each device and interconnect wiring between devices. Block diagrams involving cross-referencing to catalog specification sheets will not be acceptable.
- 5) Catalog literature with performance specifications, which indicate compliance to the specifications herein.
- 6) Complete instruction manuals, service manuals, parts lists, and current list of local manufacturer approved service centers.
- 7) System provider/installer shall provide all additional information or demonstrations required by the Ordering Agency to demonstrate conformance with the specifications herein. Demonstrations shall be at a time and location and in a manner chosen by the Ordering Agency.

f. EQUIPMENT

- 1) Underwriters Laboratories (UL) shall list all components against fire, smoke control, and shock hazard.
- 2) Card access doors shall all fail secure, unless otherwise noted on the specification or required by fire code.
- 3) Card reader on outside applications shall be weatherproof. Card readers to be installed no greater than 42 inches above the floor.
- 4) High temperature applications require cooling fans or proper ventilation.
- 5) The card reader system shall contain self-diagnostics that continuously monitor the integrity of the system.
- 6) All card readers shall be offset by a minimum of 12" if mounted on opposite sides of wall.
- 7) Must support a 13.56MHz contactless card. If specific locations continue to require 125kHz cards, dual technology cards supporting both 125kHz and 13.56 MHz is required.

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- 8) Must support a customized 35-bit format that is proprietary to each individual end-user.
- 9) Must support a unique card numbering scheme. Absolutely no card duplication.
- 10) Must support the State's phased approach which requires all new and upgraded card access security systems to migrate to a 13.56 MHz contactless card.
- 11) Existing building access security systems must remain operational as currently configured until they are retired, replaced, or upgraded.
- 12) Must support cards that enable future logical network authentication.
- 13) Equipment must be installed according to the specifications outlined in the unit's installation guide.

g. DOOR CONTACTS

- 1) Door contacts shall be in the normally closed state when the door is closed.
- 2) Recessed door contacts shall be provided, installed and connected by the selected Contractor on the access-controlled doorways. These door contacts will allow the access control system to provide annunciation of forced entry or door propped conditions. In addition to the access-controlled doorways, there will be other doors requiring door contacts. (Note: To ensure detection of a forced entry, the addition of an electronic egress is necessary in addition to the door contacts)
- 3) New wiring shall be provided for all locking hardware and any exposed wiring performed below 10 feet shall be protected using raceway stubs. These devices shall have end of line resistors (EOL's) wired to them in series. It is also the Contractor's responsibility to verify that the proper number of conductors for the wiring is pulled back to the security panels.

h. EQUIPMENT LOCATION

- 1) All system components shall be accessible for service, adjustment, calibration, and repair. Do not install devices blocked by building structure, piping, or ductwork.
- 2) In existing buildings, all equipment shall be located away from sources of heat and humidity. Equipment shall be located away from primary room entry and exit paths. There shall be limited access to the controllers. This area for controllers shall also be free of extreme ambient temperatures.
- 3) Equipment installed adjacent to or within the same space as electrical equipment (panels, switchgear, switchboards, transformers, etc.), shall be mounted no closer than 6 feet in any direction of this equipment.
- 4) Final equipment location must be approved by the Statewide Building Security Committee and outlined in Submittal requirements.

i. COMMUNICATION

- 1) All systems shall be capable of communicating with the work stations. System shall be designed to allow for future integration to building automation system.

- 2) System shall be designed to allow for future integration to building automation system.

j. SECURITY PANEL

Vendor shall provide system in NEMA 1 panel, 30"x42".

k. NETWORK CONNECTION

All installations must adhere to State policies and standards (<http://dti.delaware.gov/information/standards-policies.shtml>). System Design and Network Configuration approval is granted through the DTI Business Case process and Architecture Review Board.

l. TESTING

- 1) Contractor shall be responsible for supplying test equipment and qualified personnel to conduct acceptance tests.
- 2) Contractor shall submit schedule for acceptance testing 21 days prior to beginning of testing and/or acceptance. Submittal shall include a sample of testing documentation. Representatives of Ordering Agency may witness test procedures. Contractor shall notify Ordering Agency a minimum of 2 days in advance to allow for such participation.
- 3) Contractor shall conduct tests during course of construction when identifiable portion of installation is complete. Alternatively, testing can be conducted after entire installation is complete if this does not delay the project schedule.
- 4) Contractor shall describe test procedures prior to testing. Submit 3 record copies of results of tests to Ordering Agency for approval. Final approved record copies shall be provided in hard copy format (3 copies) and (3 copies) of electronic format on CD format.
- 5) If tests fail to meet stated specifications, make such adjustments, replacements and changes as are necessary and then repeat tests, which disclosed faulty or defective material, equipment or installation method. Provide labor and materials at no additional cost to Ordering Agency. Resubmit final approved record copies shall be provided in hard copy format (3 copies) and (3 copies) of electronic format on CD format.
- 6) Testing shall be completed by a certified manufacturer representative and witnessed and accepted by the Ordering Agency.
- 7) All systems shall be commissioned by the Contractor and witnessed by the Ordering Agency.
- 8) Contractor will be required to coordinate with and to permit Ordering Agency to test and verify all cables and wiring system hardware prior to final building inspections.

m. TRAINING

System installer/provider manufacturer shall provide at least 8 hours of training for Ordering Agency's personnel to manage their own site at no cost to the Ordering Agency. This shall include but not be limited to adding and deleting users, setting schedules, and controlling permissive to doors in their areas or building.

19. SUCCESSFUL VENDOR POOL

The RFP is designed to result in a Successful Vendor(s) pool.

The Ordering Agency will Contract with a company demonstrating in their proposal that they have the capacity to perform the scope of work for their location, in conformance with Building Access Security Standard, and with proper workmanship, effectiveness and accountability. This RFP calls for proposals that detail experience, qualifications, and resources that reflect a Bidder's ability and willingness to provide effective workmanship.

Ordering Agencies are required to obtain the approval of the Statewide Building Security Committee (comprised of members from OMB, DSHS, and DTI) prior to the purchase of new security systems and prior to upgrading existing systems. Approval is granted through the DTI Business Case process.

20. SUCCESSFUL VENDOR(S) REQUIRMENTS

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 6 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.

The Vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The Vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

The requesting agency reserves the right to require the successful bidder furnish a 100% Performance Bond to the requesting agency with surety in the amount of 100% of the specific project 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.

21. JOB COMPETITION

The Vendor's contacted for a job quotes are to include an itemized list of equipment and estimated labor for the project. Vendors shall not require agencies to sign any additional or separate agreements subordinate to the resulting contact.

An ordering agency will compare job quotes requested in written form from at least three competitors (or all if vendor pool is three or fewer) from the appropriate pool and documented in the case file. The right Successful Vendor(s) for the individual job assignment will then be selected from the Successful Vendor(s) pools based on the following factors:

- Comparative cost levels on the preponderance of measures called for on the individual job;
- Comparative cost quote levels of supplemental bids on the measures for the specific job; as applicable;
- Ongoing evaluation by the Ordering Agency of the contending Successful Vendor(s)'s work with other building access security jobs utilizing similar measures; and,

- Availability of the specific Successful Vendor(s) for the job.
- Quotes provide must include the contract language regarding response time. Successful vendor is required to acknowledge customer requests within 1 business day. Expected response time for emergency situations is no more than 4 hours.

22. PERFORMANCE OF WORK

Successful Vendor(s) must furnish work crews with competent and qualified employees (both supervisory and work personnel). Successful Vendor(s) are required to maintain a Supervisor at the work site when work under this RFP is being performed.

Successful Vendor(s) will be required to complete the work within the time frame established with an ordering agency. Any anticipated delays in this time frame on the part of the Successful Vendor(s) must be communicated to the Ordering agency issuing the contract prior to accepting the work assignment.

Successful Vendor(s) will be required to guarantee the life of all materials and the work performed, for normal wear and tear, for a period of not less than two (2) year from the date of completion.

All work performed must be properly permitted and completed in conformance with applicable building codes, any other applicable codes, and Federal, State, and Local laws, statutes, rules, regulations and ordinances. Successful Vendor(s) must be aware of and conform to local zoning codes.

Successful Vendor(s) must also comply with all Historic Preservation requirements.

23. SUCCESSFUL VENDOR(S) REWORK

The Successful Vendor(s) will be responsible for all damages resulting from improper installation of building access security system materials and/or mechanical systems.

24. HOW TO USE 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. An ordering agency will compare job quotes requested in written form from at least three competitors (or all if vendor pool is three or fewer) from the appropriate pool and documented in the case file. The right Successful Vendor(s) for the individual job assignment will then be selected from the Successful Vendor(s) pools based on the following factors:
 - Comparative cost levels on the preponderance of measures called for on the individual job;
 - Comparative cost quote levels of supplemental bids on the measures for the specific job; as applicable;

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- Ongoing evaluation by the Ordering Agency of the contending Successful Vendor(s)'s work with other building access security jobs utilizing similar measures; and,
 - Availability of the specific Successful Vendor(s) for the job.
 - **Quotes provided must include the contract language regarding response time. Successful vendor is required to acknowledge customer requests within 1 business day. Expected response time for emergency situations is no more than 4 hours.**
2. Ordering Agencies, using the Business Case process, submit their scope of work along with a copy of the selected vendor's pricing proposal and a quote summary sheet 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.

The quote summary sheet is to contain at a minimum the following information:

- Name & quote amount for each vendor contacted for pricing.
- Justification for selecting the vendor you would like approved.

Ordering Agency is required to maintain and store all quotes and approvals for projects quoted under this contract for audit purposes.

3. The Statewide Building Security Committee will notify the Ordering Agency when a project has been approved. The requesting agency reserves the right to require the successful bidder furnish a 100% Performance Bond to the requesting agency with surety in the amount of 100% of the specific project 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.

Statewide Building Security Committee:

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

25. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS13599-BLDG_SECURE on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system