



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

December 1, 2015

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

FROM: NINNA VAUGHN
STATE CONTRACT PROCUREMENT OFFICER I
302-857-4584

SUBJECT: **AWARD NOTICE ADDENDUM #5, effective December 1, 2019**
CONTRACT NO. GSS15745-AV_EQPTCONF, AUDIO VISUAL EQUIPMENT &
AV WEB CONFERENCING

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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 contractor's contract shall be valid for a two (2) year period from December 1, 2015 through November 30, 2017. Each contract may be renewed for two (3) one (1) year periods 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 year, through November 30, 2018.

This contract has been extended for one year, through November 30, 2019.

This contract has been extended for one year, through November 30, 2020.

3. VENDORS

Addendum #4 removes MCW Solutions from the contract.

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GSS15745-AV_EQPTCONFV01 Assurance Media LLC 590 Century Blvd, Suite B Wilmington, DE 19808 www.assurancemedia.net FSF#0000020739 <u>PRIMARY CONTACT</u> Joe Mirolli Phone: 302-892-3540 Secondary: 302-648-2288 Fax: 866-246-1153 Cell: 302-893-7915 jmirolli@assurancemedia.net <u>SECONDARY CONTACT</u> Jennifer McKenzie Phone: 302-892-3667 Secondary: 302-892-3540 Fax: 866-246-1153	GSS15745-AV_EQPTCONFV02 Delaware Audio Visual Integration & Design 920 Church Street, Suite A Wilmington, DE 19801 www.delawareav.com FSF#0000000260 <u>PRIMARY CONTACT</u> Dan Harlow Phone: 302-655-1600 Fax: 302-655-6600 Cell: 302-358-0281 DHarlow@delawareav.com <u>SECONDARY CONTACT</u> Tina White Phone: 302-655-1600 TWhite@delawareav.com
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<p>GSS15745-AV_EQPTCONFV07</p> <p>MCW Solutions 20098 Ashbrook Pl., Suite 150 Ashburn, VA 20147 www.MCWSolutions.net PRIMARY CONTACT Richard "Rick" Winde Phone: 703-726-1292 Secondary: 571-207-6908 Fax: 703-726-1295 Cell: 301-370-1892 RWinde@MCWSolutions.net SECONDARY CONTACT Michael "Mike" Berger Phone: 703-726-1292 Secondary: 571-206-1962 Fax: 703-726-1295 Cell: 571-436-5686 MBerger@MCWSolutions.net</p>	<p>GSS15745-AV_EQPTCONFV03</p> <p>MTM Technologies Inc. 4 High Ridge Park, Suite 102 Stamford, CT 06905 www.mtm.com FSF# 0000002776 PRIMARY CONTACT Brian Shuba Phone: 302-744-2250 Fax: 302-735-3353 Cell: 302-270-1939 bshuba@mtm.com SECONDARY CONTACT Grant Schanbacher Phone: 484-585-1519 Fax: 201-558-7484 Cell: 267-644-6416 gschanbacher@mtm.com</p>
<p>GSS15745-AV_EQPTCONFV04</p> <p>Total Video Products, Inc. 414 Southgate Court Mickleton, NJ 08056 www.totalvideoproducts.com FSF# 0000016870 PRIMARY CONTACT Larry Gallner Phone: 856-423-7400 Secondary: 800-447-0920 Fax: 856-423-4747 lgallner@totalvideoproducts.com SECONDARY CONTACT Derek Sage Phone: 856-423-7400, Ext. 245 Secondary: 800-447-0920 Fax: 856-423-4747 Cell: 609-706-6673 dsage@totalvideoproducts.com</p>	<p>GSS15745-AV_EQPTCONFV05</p> <p>Versalign, Incorporated 701 Cornell Drive, Suite F-13 Wilmington, DE 19801 www.versalign.com FSF#0000026171 PRIMARY CONTACT Marc Greenberg Phone: 302-225-7800 Fax: 302-225-7808 Cell: 302-584-8028 mgreenberg@versalign.com SECONDARY CONTACT Jackson Morgan Phone: 302-225-7800 Fax: 302-225-7808 Cell: 302-277-1365 jmorgan@versalign.com</p>

GSS15745-AV_EQPTCONFV08 Visual Sound, Inc. 485 Park Way Broomall, PA 19008 www.visualsound.com FSF#: 0000258955 PRIMARY CONTACT Brendan J. Fowler Phone: 610-690-1329 Secondary: (610)637-1466 Fax: 610-544-3385 Cell: 610-637-1676 bfowler@visualsound.com SECONDARY CONTACT Ann Pfister Phone: 610-690-1338 Fax: 610-544-3385 Cell: 484-576-0539 apfister@visualsound.com	Intentionally left blank
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4. **VENDOR ACTIVITY**

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No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. Cloud services are not authorized under this contract.

5. **PAYMENT SCHEDULES & PRICING**

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For projects, the State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

See separate Excel sheet for pricing.

ADDITIONAL TERMS AND CONDITIONS

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6. **WARRANTY**

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

7. SHIPPING TERMS

F.O.B. Destination, freight prepaid

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. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS15745-AV_EQPTCONF on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

10. 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.

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. RIGHTS AND OBLIGATIONS:

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project.

13. 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.

14. ASSIGNMENT:

This contract shall not be assigned except by express prior written consent from the Agency.

15. AMENDMENTS:

This contract may be amended, in writing, by mutual agreement of the successful vendor and Government Support Services.

16. STANDARD PRACTICES:

The contractor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to the State. The contractor(s) shall follow practices consistent with generally accepted professional and technical policies and standards. The contractor(s) shall be responsible for ensuring that all services, products and deliverables furnished to the State are consistent with practices utilized by, or policies and standards promulgated by, the Department of Technology and Information (DTI) published at <http://dti.delaware.gov/information/standards-policies.shtml>. If any service, product or deliverable furnished by a contractor(s) does not conform to State policies, standards or general practices, the contractor(s) shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to State policies, standards or practices.

17. CONFIDENTIALITY AND DATA INTEGRITY:

The Department of Technology and Information is responsible for safeguarding the confidentiality and 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 is required to agree to the requirements in the CONFIDENTIALITY AND INTEGRITY OF DATA STATEMENT, attached, and made a part of this RFP. Contractor employees, individually, may be required to sign the statement prior to beginning any work.

18. SECURITY CONTROLS:

As computer, network, and information security are of paramount concern, the State wants to ensure that computer/network hardware and software do not compromise the security of its IT infrastructure. Therefore, the Vendor is guaranteeing that any system or software meets or exceeds the Top 20 Critical Security controls located at: <http://www.sans.org/critical-security-controls/>.

19. CYBER SECURITY LIABILITY:

It shall be the duty of the Vendor to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the State of Delaware. Vendor's agreement shall not limit or modify liability for information security breaches, and Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, the State shall subtract from any payment made to Vendor all damages, costs and expenses caused by such information security breaches that have not been previously paid to Vendor.

20. INFORMATION SECURITY:

Multifunction 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.

21. PROJECT SPECIFIC FEDERAL REQUIREMENTS:

1. If the project includes Federal Tax Information (FTI) data, then the IRS Publication 1075 Exhibit 7 applies.
2. If the project includes U.S. Department of Health and Human Services (HHS) data, then notification requirements from 45 C.F.R. § 164.408 applies. Also see the HHS.gov website for further information.

3. If the project includes Social Security Administration (SSA) data, then Federal Information Security Management Act (FISMA), Public Law (P.L.) 107-347, 42 U.S.C. § 1320 b-7, 5 U.S.C. § 552a, and the Computer Matching and Privacy Protection Act Agreement (CMPPA) Between SSA and DE applies.

22. REQUIREMENTS

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

23. 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.

24. 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.

25. 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.

26. 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>.