



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

December 18, 2014

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

FROM: ROXANN M. PARKER, CPPB
STATE CONTRACT PROCUREMENT OFFICER II
302-857-4555

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS14716-E911_SVC
Next Generation E911 Services

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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. CONTRACT SUMMARY

This contract provides a Statewide comprehensive 9-1-1 solution supporting wireline, wireless, VoIP calls, as well as emerging alternative requests for assistance (RFAs) such as text messaging, alerts and cell phone media. The cloud based Next Generation 9-1-1 solution utilizes Delaware's existing Intrado VIPER/Power 911 call handling solution.

To add services please contact the E911 Administrator at Department of Safety and Homeland Security.
<http://e911.delaware.gov/offices.shtml>

2. 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.

3. CONTRACT PERIOD

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This contract shall be valid for a ten (10) year period from December 18, 2014 to December 18, 2024, with three (3) optional extensions of up to five (5) additional years. Negotiation may be initiated no later than ninety (90) days prior to the termination of the initial agreement, and by approval of the Enhanced 911 Emergency Reporting System Service Board, Delaware, at its discretion, may renew this Agreement on the same terms and conditions for a period of three (3) years (Renewal Period). Unless terminated in writing by either party at least 90 days before the end date of the Renewal Period or any subsequent renewal period, the Agreement will automatically renew on an annual basis for a one (1) year term for up to two (2) additional years.

4. VENDOR

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**INTRADO INC.
1601 DRY CREEK DRIVE
LONGMONT, COLORADO 80503
Contact: Sandra McLaren
720-494-5800
Sandra.mclaren@intrado.com
FSF#: 0000237559**

5. SHIPPING TERMS

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

6. PRICING

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Prices will remain firm for the entire ten (10) year term of the contract year and for the (3) optional Renewal periods, should they be granted.

Pricing information resides with the Administering agency, Department of Safety and Homeland Security.

ADDITIONAL TERMS AND CONDITIONS

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7. 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.

The State will pay vendor the performance of services, not as a lease or equipment purchase. The fee will be paid as a fixed monthly cost for the solution for each PSAP on the basis of a ten (10) year contract. The State's total fixed monthly cost shall be reached only after all services are implemented. Until that time, each PSAP's monthly costs will be prorated amount, with any costs associated with any specific services that is not yet implemented, deducted from the monthly PSAP bill.

8. PAYMENT

The State's obligation to pay the vendor for performance of services is described in each Service Order and will not exceed the negotiated price structure. The State requires a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State may require holdback of monies, as much as 25%, until acceptable performance is demonstrated. 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.

9. 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 Department of Safety and Homeland Security to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE

The vendor is 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.

11. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS14716-E911_SVC on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

12. REQUIREMENTS

This contract is issued to allow the Department of Safety and Homeland Security to obtain a statewide comprehensive 9-1-1 solution supporting wireline, wireless, VoIP calls and emerging alternative requests for assistance (RFAs) such as text messaging, alerts, and cell phone media.

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.

13. HOLD HARMLESS

General Indemnification- The vendor agrees that under this contract, they will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's, their agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the State, their employees or agents.

Proprietary Rights Indemnification- The vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively ""Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- a) Procure the right for the State of Delaware to continue using the Product(s);
- b) Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c) Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

14. NON-PERFORMANCE

This contract may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this contract through no fault of the terminating party; but only after the other party is given:

- a. Thirty (30) day period to cure failures that do not pose an immediate and imminent danger to public safety,
- b. Not less than twenty (20) calendar days written notice of intent to terminate; and
- c. An opportunity for consultation with the terminating party prior to termination.

The contract may be terminated in whole or in part by the State for its convenience, but only after vendor is given not less than twenty (20) calendar days written notice of intent to terminate. The following shall govern termination for convenience hereunder:

- a. In the event of termination due to non-appropriation, the State shall be responsible for payment of any services covered by that Fiscal Years encumbered funds on the existing Purchase Order.
- b. In the event the termination for convenience is not associated with non-appropriation, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by vendor under the Professional Services agreement shall, at the option of the State, become its property, and vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to the State.
- c. If the contract is terminated by the State as so provided, vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of vendor as covered by the contract, less payments of compensation already made. Provided that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, vendor shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under the agreement) incurred by vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

If termination for default is effected by the State, the State will pay vendor that portion of the compensation which has been earned as of the effective date of termination, but:

- a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
- b. Any payment due to vendor at the time of termination may be adjusted to the extent of any additional costs occasioned to the State by reason of vendor's default, subject to mutual agreement by the parties or final determination by a court of competent jurisdiction.
- c. Upon termination for default, the State may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event vendor shall cease conducting business, the State shall have the right to make an unsolicited offer of employment to any employees of vendor assigned to the performance of the contract, notwithstanding the provisions of Section 10.2 of the Professional Services Agreement. For purposes of this contract, default must be determined by court of competent jurisdiction.

If after termination for failure of vendor to fulfill contractual obligations it is determined that vendor has not so failed, the termination shall be deemed to have been effected for the convenience of the State.

The rights and remedies of the State and vendor provided in this section are in addition to any other rights and remedies provided by law or under this contract.

15. FORCE MAJEURE

Neither party shall be held liable for any delays or failures in performance due to circumstances beyond its reasonable control and shall not be deemed in default of this Contract, nor shall it hold the other party responsible for, any cessation, interruption, or delay in the performance of their obligations (except payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott, failure of the network, interruption or delay of the internet or other event beyond the reasonable control of the party, provided the party relying upon this provision; (1) gives prompt written notice thereof; and (2) takes all steps reasonably necessary to mitigate the effects of the force majeure event.

16. 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>.