



Government Support Services – Contracting
100 Enterprise Place
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Dover, DE 19904-8202

March 2, 2010

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

FROM: CARMEN HERRERA
STATE CONTRACT PROCUREMENT OFFICER SUPERVISOR
302-739-9683

SUBJECT: **AWARD NOTICE – Addendum # 1 as of April 7, 2010**
CONTRACT NO. GSS09579-DATACOMM
DATA COMMUNICATIONS EQUIPMENT AND ASSOCIATED OEM
MAINTENANCE & TRAINING

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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, Department of Elections, 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 through May 31, 2012. Each contract may be renewed for one (1) additional two (2) year period through negotiation between the contractor, the State of Utah and the State of Delaware's Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS:

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<p>Contract # GSS09579-DATACOMV01 State of Utah Contract Number: AR229 FEIN: 77-0559888 Juniper Networks (US), Inc. Attn: Gareth Owen 1194 N. Mathilda Avenue Sunnyvale, CA 94089-1206 Phone: (888) 586-4737 Fax: (408) 745-2100 Email: gowen@juniper.net Website: http://www.juniper.net/us/en/solutions/public-sector/state-local-government/</p> <p>For ordering information, contact: Caroline Rinker or Roxanne Bieniek.</p>
<p>Contract # GSS09579-DATACOMV02 State of Utah Contract Number: AR214 FEIN: 77-0431154 Brocade Communication Systems, Inc. Attn: Rich LeSueur 1745 Technology Drive San Jose, CA 95110-1310 Phone: (801) 319-2956 Fax: (801) 254-7233 Email: rlsueur@brocade.com Website: www.brocade.com</p>
<p>Contract # GSS09579-DATACOMV03 State of Utah Contract Number: AR1470</p>

FEIN: 042797263
Enterasys Networks, Inc.
Attn: Julie Hale
50 Minuteman Road
Andover, MA 01810-1008
Phone: (978) 684-1760
Fax: (978) 684-1069
Email: jhale@enterasys.com
Website: <http://www.enterasys.com/solutions/verticals/government/state/ut8824.aspx>

4. SHIPPING TERMS:

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F.O.B. destination – Freight Prepaid

5. DELIVERY AND PICKUP:

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30 days ARO

6. PRICING:

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Prices will remain firm for the term of the contract period.

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.

8. 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.

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 Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. 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

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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. REQUIREMENTS:

Insert Information

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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Appendix A – WSCA Contract Links

Juniper Networks WSCA contract: http://www.aboutwsca.org/documents/Juniper_FullContract.pdf

Brocade WSCA contract: http://www.aboutwsca.org/documents/Foundry_ContractAR214.pdf

Enterasys Networks WSCA contract: http://www.aboutwsca.org/documents/Enterasys_ContractAR1470.pdf