



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

November 30, 2010

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

FROM: PETER KOROLYK
STATE CONTRACT PROCUREMENT OFFICER
302-857-4559

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS10384-CELL_DATA_SVC
CELLULAR AND DATA EQUIPMENT AND SERVICES

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OF
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, 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 for an initial thirty one (31) month period from December 1, 2010 through June 30, 2013. Each contract may be renewed for two (2) additional 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.

3. VENDORS:

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Company Address:

Cellco Partnership dba Verizon Wireless
One Verizon Way
Basking Ridge, NJ 07920

Local Service Address:

Verizon Wireless
502 First State Blvd
Newport, DE 19804

FSF: **GSS10384-CELL_DATA_SVCV01**

4. SHIPPING TERMS:

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F.O.B. destination; freight prepaid.

5. ORDERS AND ACCOUNT MAINTENANCE REQUESTS:

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Orders –

1. **My Business – online order processing (www.vzw.com/mybusiness)**

check for plan availability

2. **Email or Fax - Please have an authorized contact send information to StateofDE@verizonwireless.com or 215.633.2638**

Include the following information:

**Mobile number (if existing line)
User name
Account Number (or create new)
Equipment and/or accessories requested
Price plan requested voice and/or data
Special features requested (example: Tethering or Blocks)
Agency name
Billing address
Shipping address
Contact name and number**

Account Maintenance –

1. **My Business – online account access (www.vzw.com/mybusiness)**
2. **Account Liaison Team - send requests to NEBSC@verizonwireless.com
(Please start the subject line - State of Delaware)**

Options:

| | | |
|--|-----------------------------|-------------------|
| Billing Responsibility Changes / Transfer of Service | Update Account Profiles | General Questions |
| LNP Questions when Equipment Received | Price Plan Changes | Address Changes |
| Enhances Service Additions / Deletions | Price Plan Analysis | ESN Changes |
| Telephone User Name Changes | Voicemail Questions | Disconnects |
| Billing Questions/Adjustments | Suspends / Reactivations | Payments |
| Mobile Number Changes | Equipment Warranty Exchange | |

Still not sure who to call?

Contact: Brad Schultz (302) 463-1137

Or

Tommy Helman (302) 530-3572

| Verizon Wireless Local Team | | | |
|-----------------------------|-------------------------------|---|---------------------------|
| Brad Schultz | Government Sales Manager | brad.schultz@verizonwireless.com | 302-463-1137 |
| Tommy Helman | Government Account Manager | tommy.helman@verizonwireless.com | 302-530-3572 |
| John Beehler | Government Account Executive | john.beehler@verizonwireless.com | 302-540-9999 |
| Sandi Sheckler | Government Associate Director | sandra.sheckler@verizonwireless.com | 302-530-1554 |
| Jennifer Bryan | Data Solutions Manager | jennifer.bryan@verizonwireless.com | 609-413-6557 |
| Brian Harding | Account Liaison | NEBSC@Verizonwireless.com (Please start the subject line - State of Delaware) | 800-806-8618 ext. 3917 |

6. PRICING:

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For a complete list of services and pricing, please proceed to the contract website:

<http://www.gss.omb.delaware.gov/contracting/contracts/384.shtml>

Then select the highlighted pricing “link”.

In addition to the services listed, Verizon Wireless is also providing the State with a **25% discount on all accessories**. (Please note: Some accessories are included with new phones and upgrades).

Prices will remain firm for the term of the contract.

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 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:

This contract will be issued to cover the Cellular and Data Equipment and Services requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

12. HOLD HARMLESS:

Except to the extent caused by the negligence or willful misconduct of the State of Delaware, 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.

Please note that should Verizon Wireless fail to perform or observe any material term or condition of this Agreement, the State shall provide Verizon Wireless written notice of such failure and thirty (30) days from the date of receipt of written notice to cure such material breach.

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.

16. MINIMUM EQUIPMENT OVERVIEW:

Verizon Wireless will make available one "free" (no equipment charge) basic phone device, per user, that supports the State's specified minimum service capabilities.

The vendor has agreed to not charge Activation or Programming fees, and will waive Early Termination fees for government subscribers only.

The vendor has agreed to provide one (1) replacement phone annually per subscriber line/per State subscriber to cover lost/damaged equipment no longer under warranty.

All cellular and Blackberry devices will include the following items:

- One (1) standard issue battery
- One (1) standard issue SIM card, if appropriate
- One (1) personal hands-free device (ear bud or headset)
- One (1) AC charger
- One (1) instruction manual
- One (1) DC "car" charger
- One (1) belt clip and/or carrying case

This condition is subject to accessories being available for each phone model. Verizon wireless reserves the right to provide "universal" accessory equipment to satisfy this requirement.

Push to Talk (PTT) equipment and service is available to the State of Delaware and its authorized agencies through this contract. **DTI has requested that PTT users not convey confidential information via this service, but instead select a more secure communication service to send sensitive information.**

The State has requested a number of spare phones be made available, but will remain un-activated. These “spare” phones are to be kept on hand for emergency activations (i.e. State Police). The vendor has agreed to provide 100 basic spare phones annually to the State of Delaware. Phone model is at the discretion of Verizon Wireless, and for specific details, please contact the Verizon Government Account Manager.

17. ACCESS TO SERVICE:

The State requested vendor assistance for data transfer from an existing phone to a new replacement or upgraded phone. Verizon Wireless offers Backup Assistant™, a wireless service that safeguards subscribers’ address books against phone loss, damage or theft, eliminating the need to manually transfer contacts when a phone is replaced or upgraded.

Subscribers can manually backup their address book at any time by logging into their account at

<http://www.verizonwireless.com/backupassistant>

Otherwise, government subscribers can have memory transfers completed at the following locations for no additional charges:

New Castle County
4345 Kirkwood Highway
Wilmington, DE 19808

Kent County
1045 N. DuPont Highway
Dover, DE 19901

Sussex County
Atlantic Cellular
18388 Coastal Highway, Unit #3
Lewes, DE 19958

18. E-RATE PARTICIPATION:

All services and products requested within this RFP will be made available to schools and libraries statewide and must therefore meet all E-Rate guidelines for eligible services and products, service providers, and contracts. A provider’s failure to prove eligibility for E-Rate will eliminate them from consideration for these contracts. A provider’s failure to commit to all required participation guidelines will eliminate them from consideration. The E-Rate benefit to the State of Delaware is in the millions of dollars and cannot be jeopardized by introducing problems with the contracts and/or providers resulting from this RFP. Therefore, throughout this RFP there are references to E-Rate requirements, as well as potential conversion costs, as they may relate to potential delays or issues associated with establishing valid eligible contracts for E-Rate eligible customers statewide. Because the use of the resulting contracts by the K-12 schools and libraries is at their option, no usage or inventory information can be made available.

As the result of the Telecommunications Act of 1996, Congress directed the Federal Communications Commission (FCC) to “establish competitively neutral rules to enhance, to the extent technically feasible and economically reasonable, access to advanced telecommunication and information services for all public and non-profit elementary and secondary school classrooms and libraries.”

Award Notice

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The FCC then empowered the Universal Service Administrative Company (USAC) to administer the program. A division within USAC, later to become known as the Schools and Libraries Division (SLD), now administers the \$2.25 billion (annual) program known as E-Rate.

Schools and libraries must apply for eligible services, from eligible service providers, every year. The eligible services fall into one of four categories:

- 1) Telecommunications
- 2) Internet Access
- 3) Internal Connections
- 4) Basic Maintenance

Price markups to libraries and K-12 schools are not allowed. The vendor participates in the E-Rate program.

Verizon Wireless' contact for E-Rate inquiries is:

| | |
|--------|---------------|
| Name: | Viola Baboola |
| Phone: | 908-306-7559 |
| Fax: | 908-306-4227 |

19. IN BUILDING FUNDING ALLOWANCE:

Verizon Wireless will provide the State of Delaware with some building modifications to improve the performance and reception of service. All requests for the In Building Funding allowance must be submitted to DTI for review and authorization.

The DTI representative is: James Cole 302-593-5785 or james.cole@state.de.us