



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

July 1, 2013

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

FROM: MICHAEL BACU
STATE CONTRACT PROCUREMENT OFFICER
302-857-4522

SUBJECT: **AWARD NOTICE –Addendum #1 - Extending contract through June 30, 2017, updating Level 3 Communication Contact Info CONTRACT NO. GSS13442-INTERNET Internet Service Provider**

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1. MANDATORY USE CONTRACT

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

Each contractor's contract shall be valid for a three (3) year period from July 1, 2013 through June 30, 2016. Each contract may be renewed for two (2) additional 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 through June 30, 2017 under the same pricing, terms and conditions.

3. STATE CONTACT FOR SERVICES

Central service related administration is through Delaware Department of Technology and Information, DTI. For system questions, please contact Colleen Gause at 302-739-9644, colleen.gause@state.de.us.

4. VENDORS

<p>AT&T Corporation One AT&T Way Bedminster, NJ 07921</p> <p>Jeffrey Craft Account Manager Phone: 703-220-7741 Fax: 866-380-2566 jc8509@att.com</p> <p>FSF Vendor ID# 0000002955 GSS13442-INTERNETV01</p>	<p>Level 3 Communications 1025 Eldorado Blvd Broomfield, CO 80021</p> <p>Steven Eller Account Director Phone: 443-223-4242 steven.eller@verizon.net</p> <p>Chris Wetzel 301-442-4666 christopher.wetzel@level3.com</p> <p>FSF ID# 0000174201 GSS13442-INTERNETV02</p>
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AWARD NOTICE
GSS13442-INTERNET

<p>XO Communications 450 Plymouth Road, Suite 100 Plymouth Meeting, PA 19462</p> <p>Phillip Roth Enterprise Account Manager Phone: 610-862-5214 Fax: 610-288-6693 phillip.roth@xo.com</p> <p>FSF Vendor ID# 0000034164 GSS13442-INTERNETV03</p>	
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5. PRICING

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

AT&T Corporation

	Connection Provisioned at 10 MBPS	Connection Provisioned at 100 MBPS	Connection Provisioned at 1000 MBPS	Connection Provisioned at 10 GBPS
Monthly recurring charges if connecting to William Penn Data	\$1,355.00	\$3,350.00	\$20,732.50	N/A
Monthly recurring charges if connecting to 401 N. Broad-Philadelphia, PA	\$180.00	\$1,100.00	\$8,607.50	\$16,100 (2Gbps commitment) \$8.05 per Mbps incremental
Monthly recurring charges if connecting to a secondary center (please note location)	N/A	N/A	N/A	N/A

Notes:

1. Internet service at William Penn Data Center includes port and access.
2. Internet service at 401 N. Broad is port only, and State of DE is responsible for cross-connect to Equinix's location.
3. 10G service at 401 N. Broad has a commitment of 2G, and the burst rate above 2G is noted.
4. Pricing listed above excludes any regulatory charges and applicable taxes.
5. Please refer to ATT Service Guide for additional information <http://serviceguidenew.att.com/>

Level 3 Communications

	Connection Provisioned at 10 MBPS	Connection Provisioned at 100 MBPS	Connection Provisioned at 1000 MBPS	Connection Provisioned at 10 GBPS
Monthly recurring charges if connecting to William Penn Data Center - <i>Customer Location to Wilmington Synergy Site to Baltimore Router GW</i>	\$2,427.00	\$2,893.00	\$17,295.00	\$26,516.00

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Monthly recurring charges if connecting to 401 N. Broad-Philadelphia, PA <i>Riser XC at 401 N. Broad</i>	\$875.00	\$1,700.00	\$4,500.00	\$8,000.00
Monthly recurring charges if connecting to a secondary center (please note location) - <i>State of Delaware would connect to Level3 GW at 1603 JESSUP ST. WILMINGTON, DE(19802)</i>	\$1,131.00	\$1,381.00	\$7,630.00	\$14,080.00

Taxes, Fees, and Surcharges – Proposed prices do not include applicable Taxes, Fees, and Surcharges. Applicable charges may include: Federal Universal Service Fund, Franchise Cost Recovery Fee, Cost Recovery Fee, Gross Receipts & Public Utility Realty Tax Act Surcharge (PURTA), State and City Sales Tax and Local Fees that vary by area. Cost recovery fees are not taxes or government-required charges for use. Taxes, Fees, and Surcharges apply based on standard monthly rates and will be billed in addition to any monthly recurring or non-recurring charges for services provided by Level 3. Rates are subject to change.

Please provide tax exemption documentation if exempt from any State or Federal mandated taxes, fees or surcharges.

XO Communications

	Connection Provisioned at 10 MBPS	Connection Provisioned at 100 MBPS	Connection Provisioned at 1000 MBPS	Connection Provisioned at 10 GBPS
Monthly recurring charges if connecting to William Penn Data	\$1,420.00	\$1,997.00	\$10,869.00	N/A
Monthly recurring charges if connecting to 401 N. Broad-Philadelphia, PA	\$399.00	\$799.00	\$3,012.00	\$6,792.00
Monthly recurring charges if connecting to a secondary center (please note location)	N/A	N/A	N/A	N/A

6. SCOPE OF WORK

a. TYPES OF SERVICE

Service is for all equipment and unlimited, unmetered Internet Access via the high-speed connection. Any security features of the supplied programs must not be compromised by the ISP in any way.

b. STANDARD PRACTICES

With respect to work provided to or conducted for the state by a contractor, 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 coordinated with the Department of Technology and Information (DTI) and are consistent with practices utilized by, or policies and standards promulgated by 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.

c. CUSTOMER SERVICE AND SUPPORT

The majority of clients seeking Internet access through this RFP will be State organizations including schools, it is imperative that access to the Internet be as uninterrupted as possible. Should any service loss of problems occur, a service representative of the ISP should be available immediately to begin work on resolving the problem. The contractor shall have available one or more individuals to the client as a full time customer service representative for the duration of the contract. These individuals shall be dedicated to providing services under the contract which include, but are not limited to operational and billing problem resolution, product and technical information, etc.

d. TROUBLE RESPONSE/COORDINATION

The contractor must provide a single point of access (remove toll free) or problem reporting and system maintenance that should be accessible 24 hours a day, 7 days a week and staffed at minimum from 8A.M. through 5 P.M. Monday through Friday. The contractor must respond to trouble reports within 5 minutes of notification by telephone. The Department of Technology and Information will list three individuals that will have the authority to escalate trouble reports within the ISP. Escalated trouble reports will require immediate response from the ISP. For the purposes of definition, a "response" is considered to be the actual physical process of resolving the problem and not merely the process of taking the report for later action. A verbal report of trouble clearance shall be furnished to the client as soon as possible, but a minimum of within 30 minutes of the trouble clearance.

e. NETWORK RELIABILITY AND SECURITY

The contractor must ensure the reliability and security of the services. Any security features provided within the Internet access software must not be compromised by the ISP service. The ISP must guarantee that all client accounts will remain secure and inviolate.

Downtime for the ISP services should not exceed 2 continuous hours in a 24-hour period due to failure of ISP equipment, software or the ISP connection to the Internet. Repeated instances of downtime on the part of the ISP can result in the client terminating this contract without penalty prior to the expiration date.

f. 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. Contractor employees, individually, may be required to sign the statement prior to beginning any work.

g. 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.

h. UNIVERSAL SERVICE FUND, E-RATE, and RURAL HEALTH CARE PROGRAM

All services and products will be made available to schools and libraries statewide and must meet all E-Rate guidelines for eligible services and products, service providers, and contracts. Price markups to libraries and K-12 schools are not allowed.

i. RED LIGHT RULE

The FCC shall withhold action on any request for benefits made by any applicant or service provider that is delinquent in its non-tax debts owed to the Commission. USAC shall dismiss any outstanding requests for funding if a service provider (or applicant) has not paid the outstanding debt, or made otherwise satisfactory arrangements, within 30 days of being notified. The result of a Red Light could be that all payments are stopped on all Funding Request Numbers (FRN) and no invoices will be paid.

7. ADDITIONAL TERMS AND CONDITIONS

a. SHIPPING TERMS

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

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

h. 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.

i. 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>.

j. SPECIAL TERMS AND CONDITIONS

Specific terms and conditions may have been negotiated and accepted as exceptions to the original contract documents. Inquiries concerning special terms and conditions to this contract are to be directed through Government Support Services.