STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

September 17, 2015

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 Addendum #2 – effective July 1, 2017**
CONTRACT NO. GSS15384-CELL_DATA_SVC
CELLULAR AND DATA EQUIPMENT AND 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. 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 twenty one (21) month period from October 1, 2015 through June 30, 2017. Each contract may be renewed for three (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. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three (3) months after the full term of the contract has been completed.

This Contract has been extended for one (1) year, and is effective through June 30, 2018.

3. VENDOR

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COMPANY ADDRESS: Cellco Partnership dba Verizon Wireless One Verizon Way Basking Ridge, NJ 07920 FSF#0000017022	**LOCAL SERVICE ADDRESS:** **NEW CASTLE COUNTY** Cellco Partnership dba Verizon Wireless 4345 Kirkwood Highway Lower Level Wilmington, DE 19808
LOCAL SERVICE ADDRESS: **KENT COUNTY** Cellco Partnership dba Verizon Wireless 1045 N. DuPont Hwy Dover, DE 19901	**LOCAL SERVICE ADDRESS:** **SUSSEX COUNTY** Atlantic Cellular 18388 Coastal Highway, Unit #3 Lewes, DE 19958

4. SHIPPING TERMS

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

5. ORDERS AND ACCOUNT MAINTENANCE REQUESTS

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Orders	Customer Service	Questions	Support
MyBusiness	www.vzw.com/mybusiness	Registration / Help	Call: Matt or Brad
Email	StateofDE@verizonwireless.com		
Support Email	Subject: State of DE -	governmentaccountsupport@ verizonwireless.com	800-922-0204
Account Manager	Matt Wilchinski	matthew.wilchinski@vzw.com	302-540-9999
Sales Manager	Brad Schultz	brad.schultz@vzw.com	302-463-1137

LOCAL - SALES TEAM			
Account Manager	Matt Wilchinski	matthew.wilchinski@vzw.com	302-540-9999
Sales Manager	Brad Schultz	brad.schultz@vzw.com	302-463-1137
Associate Director	Sandi Sheckler	sandra.sheckler@vzw.com	302-530-1554
Data Solutions Manager	Craig Powell	craig.powell@vzw.com	215-284-2383
Global Enterprise Advisor	Jessica Allen	governmentaccountadvisor@vzw.com	Subject: State of DE
Apprentice	Femi Igberase	oluwafemi.igberase@vzw.com	267-314-1654

Please Include the following information:

Mobile Number or Account Number (if existing)

Agency Name

Price Plan, Features, Equipment and/or Accessories Requested

User Name and Cost Center

Shipping Address (billing address if different)

Contact number - in case clarification is needed

6. PRICING

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For the complete list of service plans and pricing, please see the Award Notice Pricing on this contract page.

Prices will remain firm for the initial twenty one (21) months of the contract, unless modified by mutual agreement.

In addition to the services/plans listed, the vendor is offering the State's Government Subscribers 30% off retail price of qualifying accessories.

ADDITIONAL TERMS AND CONDITIONS

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7. BILLING

The 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. For example, if Delaware State Police ordered phones and services, then Delaware State Police would be the r recipient of all bills for goods and services. The vendor shall not charge a late fee that exceeds more than mandated in 29 Del. C § 6516, currently one percent (1%) per month, not to exceed twelve percent (12%) per annum.

Agencies will make every effort to achieve available discount opportunities under this contract. The vendor is required to report semi-annually opportunities to enhance the discounts achieved.

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. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS15384-CELL_DATA_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 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.

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

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.

14. 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.

Should the vendor fail to perform or observe any material term or condition of this Agreement, the State shall provide the vendor written notice of such failure and allow thirty (30) days from the date of receipt of written notice to cure such material breach.

15. 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.

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.

17. MINIMUM EQUIPMENT OVERVIEW:

The vendor will make available one “free” (no equipment charge) basic phone device, per user, that supports the State’s specified minimum service capabilities for Voice Messaging, and/or Text Messaging.

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 devices obtained by the State shall be supplied with the following items, regardless of the initial cost of the phone:

- One (1) standard issue battery
- One (1) standard issue SIM card, if appropriate
- One (1) compatible Bluetooth enabled 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

These items must be standard issue with all new or upgraded wireless cell phones and shall not incur Additional charges beyond the individual unit. Devices provided as replacements to defective or inoperable phones will not be required to receive the additional accessories, unless the replacement phone is different than the one being replaced.

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 150 basic spare phones annually to the State of Delaware. Phone model is at the discretion of the vendor. For specific details, please contact the Verizon Government Account Manager.

18. 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

19. UNIVERSAL SERVICE FUND (USF), E-RATE AND RURAL HEALTH CARE 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."

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 two categories:

1) Telecommunications, Telecommunications Services, Internet Access
2) Broadband Internal Connections, Basic Maintenance, Managed Services

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

20. IN BUILDING FUNDING ALLOWANCE:

Verizon Wireless may 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.

21. EQUIPMENT RECYCLING

Equipment recycling and green initiative programs are a growing concern and focus for the State of Delaware. Verizon Wireless is in the process of making the packaging for chargers, batteries, headsets and other cell phone accessories more environmentally friendly. The packaging dimensions for these products are being reduced significantly, more than 50 percent in some instances, to save on materials and reduce distribution and fuel costs associated with each product. For example, reducing the volume dimensions of a wall charger package by just 16 percent boosted the units per load from 14,976 to 39,936 - a 267% increase in efficiency. Beginning in 2013, new packaging for Verizon-branded wireless accessories consist of materials recycled from post-consumer waste or certified from a responsible source (e.g., Forest Stewardship Council or Sustainable Forestry Initiative). By the end of 2013, the printing process only used vegetable- or soy-based inks with less than 10% volatile organic compounds.

Verizon's ECO Specs label went into effect in 2013 on a selection of our mobile devices. Customers can spot key environmental information at a glance—energy efficiency, percentage of recycled content in the Verizon-branded accessory packaging, percentage of recycled content in the device, compliance with our standards on hazardous toxins in the plastics and batteries, and compliance on our standards for the recyclability of the device and its components. The ECO Specs label will eventually be included on all cell phones, tablets, and accessories. Verizon's Goal: Recycle or Repurpose One-Third of Mobile Devices.

In 2012, Verizon Wireless' device recycling rate, the number of devices collected for recycling or repurposing per the total number of devices sold/upgraded, was 28 percent and in 2013 it was 31 percent. The long-term goal is to boost that percentage to 35 percent by the end of 2015.

Cell Phone and Battery Recycling

Verizon Wireless' exclusive HopeLine® phone recycling and refurbishing program prevents old wireless phones in any condition from any manufacturer from going into landfills. Proceeds from the sale of refurbished phones are used to provide wireless phones to domestic violence victims and the non-profit organizations that promote domestic violence awareness and prevention. Since inception in 2001, more than 10.8 million phones have been collected nationwide.

Through HopeLine, more than 7 million phones have been collected and either refurbished or properly disposed of in an environmentally sound way – keeping more than 200 tons of electronics waste out of landfills. Verizon Wireless also collects spent rechargeable batteries for recycling. Since 2007, Verizon Wireless has recycled more than 42,000 pounds of batteries through the Call2Recycle™ program. For more information about Verizon Wireless' environmental efforts please consult our website at http://aboutus.vzw.com/Green_Initiative/overview.html or see the Corporate Responsibility report of Verizon Communications.

Verizon Wireless does not currently offer a trade-in program for government accounts or credits for turning in old wireless equipment; however, we can work with the State to identify third-party vendors who will purchase used equipment. Should Verizon Wireless offer a trade-in program for its government accounts your government account manager will notify the State.