



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

September 28, 2015

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

FROM: Theresa Newman
State Contract Procurement Officer I
302-857-4552

SUBJECT: **AWARD NOTICE – Addendum #2, effective October 1, 2018**
CONTRACT NO. GSS15394-NETWORKSVC
Network Services

TABLE OF CONTENTS
OF
KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT..... 3
2. CONTRACT PERIOD..... 3
3. VENDORS..... 3
4. VENDOR ACTIVITY 4
5. PRICING 4
ADDITIONAL TERMS AND CONDITIONS 16



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

[\(Return to Table of Contents\)](#)

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

[\(Return to Table of Contents\)](#)

Each contractor's contract shall be valid for a two (2) year period from October 1, 2015 through September 30, 2017. Each contract may be renewed for two (2) 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 for one (1) year, through September 30, 2018.

This contract has been extended for one (1) year, through September 30, 2019.

3. VENDORS

[\(Return to Table of Contents\)](#)

Diamond Technologies, Incorporated

221 West 9th Street, Suite 200
Wilmington, DE 19801 Contact
Person: James Garrity
jgarrity@diamondtechnologies.com
Phone: 302.691.0203
Fax: 302.656.6058

Dorset Professional Services,

DBA Dorset Connects
6 Station Way Road
Chadds Ford, PA 19317
Contact: Jeffrey Rosenberg
Jeffrey.Rosenberg@DorsetConnects.com
Phone: 484.845.4600 EXT 315
Fax: 484.845.1604

Seacoast Telecommunications

dba/Cloudscape 365
131 Continental Dr.
Suite 410
Newark, DE 19713
Contact: Patrick Hannon
Phone: 703-459-7161

Versalign, Incorporated

701 Cornell Drive, Suite F-13
Wilmington, DE 19801
Contact: Marc Greenberg
mgreenberg@versalign.com
Phone: 302.225.7800
Fax: 302.225.7808

4. VENDOR ACTIVITY

[\(Return to Table of Contents\)](#)

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor.

5. PRICING

[\(Return to Table of Contents\)](#)

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

DIAMOND TECHNOLOGIES RATE CARD #1 – HOURLY RATES

Contract Item Number	Job Title (Item Description)	Skill Level	Contract Rate
1	Network Technician	na	\$58.00
2	Network Engineer	na	\$88.00
3	Enterprise Engineer	na	\$95.00
4	Security Engineer	na	\$105.00
5	Project Manager	Level 1	\$65.00
6	Project Manager	Level 2	\$78.00
7	Project Manager	Level 3	\$90.00
8	Network Server Engineer	Level 1	\$70.00
9	Network Server Engineer	Level 2	\$82.50
10	Network Server Engineer	Level 3	\$90.00
11	Business Analyst	Level 1	\$58.00
12	Business Analyst	Level 2	\$67.50
13	Business Analyst	Level 3	\$77.00
14	Network Application Systems Analyst	Level 1	\$65.00
15	Network Application Systems Analyst	Level 2	\$72.50
16	Network Application Systems Analyst	Level 3	\$84.00
17	Network Device Systems Analyst	Level 1	\$59.00
18	Network Device Systems Analyst	Level 2	\$66.00
19	Network Device Systems Analyst	Level 3	\$77.00
20	Network Consultant	Level 1	\$78.00
21	Network Consultant	Level 2	\$87.50
22	Network Consultant	Level 3	\$95.00
23	Database Design Analyst	Level 1	\$75.00
24	Database Design Analyst	Level 2	\$82.00
25	Database Design Analyst	Level 3	\$92.00
26	Network Systems Programmer	Level 1	\$72.00
27	Network Systems Programmer	Level 2	\$80.00
28	Network Systems Programmer	Level 3	\$93.00
29	Technical Writer	Level 1	\$35.00
30	Technical Writer	Level 2	\$45.00

Award Notice AN#2

Contract No. GSS15394-NETWORKSVC, NETWORK SERVICES

31	Technical Writer	Level 3	\$50.00
32	Network Administrator	Level 1	\$52.00
33	Network Administrator	Level 2	\$57.00
34	Network Administrator	Level 3	\$65.00

DIAMOND TECHNOLOGIES RATE CARD #2 - REMOTE SUPPORT

Contract Item Number	5 days x 10hrs/day	Contract Rate
35	1-4 Servers	\$70.00
36	5-10 Servers	\$65.00
37	11-25 Servers	\$60.00
38	26-50 Servers	\$55.00
39	51-100 Servers	\$52.50
40	101+ Servers	\$49.00

Contract Item Number	7 days x 24hrs/day	Contract Rate
41	1-4 Servers	\$90.00
42	5-10 Servers	\$85.00
43	11-25 Servers	\$80.00
44	26-50 Servers	\$75.00
45	51-100 Servers	\$70.00
46	101+ Servers	\$65.00

Contract Item Number	Other	Contract Rate
47	1-4 Servers	\$100.00
48	5-10 Servers	\$97.50
49	11-25 Servers	\$95.00
50	26-50 Servers	\$88.00
51	51-100 Servers	\$79.00
52	101+ Servers	\$70.00

DIAMOND TECHNOLOGIES RATE CARD #3 – HOSTING

The following Hosting rates are negotiable on a case by case basis.

Contract Item Number	Level of Service	Monthly Cost per server / per gb	Annual Cost per server / per gb
53	Basic - floor space, power, physical security	\$30.00	\$360.00
54	Intermediate - In addition to basic, includes system administration, back-up's & recovery	\$55.00	\$660.00
55	Advanced - In addition to basic and inter., includes fully managed solutions with application support.	\$120.00	\$1,440.00

Contract Item Number	Cloud Service (user costs must have minimum/maximum range)	Minimum Monthly Cost per User	Maximum Monthly Cost per User	Minimum Annual Cost per User	Maximum Annual Cost per User
56	Cloud Infrastructure as a Service (IaaS)	\$10.00	\$100.00	\$120.00	\$1,200
57	Cloud Platform as a Service (PaaS)	\$15.00	\$125.00	\$180.00	\$1,500

DORSET CONNECTS RATE CARD #1– HOURLY RATES

Contract Item Number	Job Title (Item Description)	Skill Level	Contract Rate
1	Network Technician	na	\$56.00
2	Network Engineer	na	\$79.00
3	Enterprise Engineer	na	\$96.00
4	Security Engineer	na	\$109.00
5	Project Manager	Level 1	\$62.00
6	Project Manager	Level 2	\$77.00
7	Project Manager	Level 3	\$94.00
8	Network Server Engineer	Level 1	\$73.00
9	Network Server Engineer	Level 2	\$82.00
10	Network Server Engineer	Level 3	\$92.00
11	Business Analyst	Level 1	\$53.00
12	Business Analyst	Level 2	\$68.00
13	Business Analyst	Level 3	\$79.00
14	Network Application Systems Analyst	Level 1	\$60.00
15	Network Application Systems Analyst	Level 2	\$73.00
16	Network Application Systems Analyst	Level 3	\$85.00
17	Network Device Systems Analyst	Level 1	\$56.00
18	Network Device Systems Analyst	Level 2	\$66.00
19	Network Device Systems Analyst	Level 3	\$75.00
20	Network Consultant	Level 1	\$70.00
21	Network Consultant	Level 2	\$83.00
22	Network Consultant	Level 3	\$95.00
23	Database Design Analyst	Level 1	\$72.00
24	Database Design Analyst	Level 2	\$83.00
25	Database Design Analyst	Level 3	\$93.00
26	Network Systems Programmer	Level 1	\$61.00
27	Network Systems Programmer	Level 2	\$72.00
28	Network Systems Programmer	Level 3	\$84.00
29	Technical Writer	Level 1	\$51.00
30	Technical Writer	Level 2	\$61.17
31	Technical Writer	Level 3	\$70.00
32	Network Administrator	Level 1	\$54.00
33	Network Administrator	Level 2	\$63.00
34	Network Administrator	Level 3	\$72.00

DORSET CONNECTS RATE CARD #2 - REMOTE SUPPORT

Contract Item Number	5 days x 10hrs/day	Contract Rate
35	1-4 Servers	\$86.17
36	5-10 Servers	\$79.98
37	11-25 Servers	\$71.29
38	26-50 Servers	\$62.11
39	51-100 Servers	\$56.33
40	101+ Servers	\$49.17

Contract Item Number	7 days x 24hrs/day	Contract Rate
41	1-4 Servers	\$117.83
42	5-10 Servers	\$107.08
43	11-25 Servers	\$98.67
44	26-50 Servers	\$90.08
45	51-100 Servers	\$82.67
46	101+ Servers	\$74.92

Contract Item Number	Other	Contract Rate
47	1-4 Servers	NO BID
48	5-10 Servers	NO BID
49	11-25 Servers	NO BID
50	26-50 Servers	NO BID
51	51-100 Servers	NO BID
52	101+ Servers	NO BID

DORSET CONNECTS RATE CARD #3 – HOSTING

The following Hosting rates are negotiable on a case by case basis.

Contract Item Number	Level of Service	Monthly Cost per server / per gb	Annual Cost per server / per gb
53	Basic - floor space, power, physical security	\$ 202.54	\$ 2,430.48
54	Intermediate - In addition to basic, includes system administration, back-up's & recovery	\$ 457.08	\$ 5,484.96
55	Advanced - In addition to basic and inter., includes fully managed solutions with application support.	\$ 457.08	\$ 5,484.96

Contract Item Number	Cloud Service (user costs must have minimum/maximum range)	Minimum Monthly Cost per User	Maximum Monthly Cost per User	Minimum Annual Cost per User	Maximum Annual Cost per User
56	Cloud Infrastructure as a Service (IaaS)	\$ 67.51	\$ 152.36	\$ 810.12	\$ 1,828.32
57	Cloud Platform as a Service (PaaS)	\$ 67.51	\$ 152.36	\$ 810.12	\$ 1,828.32

CLOUDSCALE 365 RATE CARD #1 – HOURLY RATES

Contract Item Number	Job Title (Item Description)	Skill Level	Contract Rate
1	Network Technician	na	\$58.00
2	Network Engineer	na	\$80.00
3	Enterprise Engineer	na	\$96.00
4	Security Engineer	na	\$97.00
5	Project Manager	Level 1	\$63.00
6	Project Manager	Level 2	\$78.00
7	Project Manager	Level 3	\$98.00
8	Network Server Engineer	Level 1	\$64.00
9	Network Server Engineer	Level 2	\$72.00
10	Network Server Engineer	Level 3	\$83.00
11	Business Analyst	Level 1	\$55.00
12	Business Analyst	Level 2	\$65.00
13	Business Analyst	Level 3	\$75.00
14	Network Application Systems Analyst	Level 1	\$65.00
15	Network Application Systems Analyst	Level 2	\$73.00
16	Network Application Systems Analyst	Level 3	\$85.00
17	Network Device Systems Analyst	Level 1	\$58.00
18	Network Device Systems Analyst	Level 2	\$63.00
19	Network Device Systems Analyst	Level 3	\$68.00
20	Network Consultant	Level 1	\$79.00
21	Network Consultant	Level 2	\$87.00
22	Network Consultant	Level 3	\$95.00
23	Database Design Analyst	Level 1	\$76.00
24	Database Design Analyst	Level 2	\$83.00
25	Database Design Analyst	Level 3	\$95.00
26	Network Systems Programmer	Level 1	\$71.00
27	Network Systems Programmer	Level 2	\$82.00
28	Network Systems Programmer	Level 3	\$94.00
29	Technical Writer	Level 1	\$57.00
30	Technical Writer	Level 2	\$60.00
31	Technical Writer	Level 3	\$68.00
32	Network Administrator	Level 1	\$56.00
33	Network Administrator	Level 2	\$65.00
34	Network Administrator	Level 3	\$76.00

CLOUDSCALE 365 RATE CARD #2 - REMOTE SUPPORT

Contract Item Number	5 days x 10hrs/day	Contract Rate
35	1-4 Servers	\$86.00
36	5-10 Servers	\$79.00
37	11-25 Servers	\$71.00
38	26-50 Servers	\$48.00
39	51-100 Servers	\$43.00
40	101+ Servers	\$38.00

Contract Item Number	7 days x 24hrs/day	Contract Rate
41	1-4 Servers	\$114.00
42	5-10 Servers	\$98.00
43	11-25 Servers	\$90.00
44	26-50 Servers	\$77.00
45	51-100 Servers	\$72.00
46	101+ Servers	\$68.00

Contract Item Number	Other	Contract Rate
47	1-4 Servers	\$107.00
48	5-10 Servers	\$98.00
49	11-25 Servers	\$88.00
50	26-50 Servers	\$87.00
51	51-100 Servers	\$79.00
52	101+ Servers	\$69.00

CLOUDSCALE 365 RATE CARD #3 – HOSTING

The following Hosting rates are negotiable on a case by case basis.

Contract Item Number	Level of Service	Monthly Cost per server / per gb	Annual Cost per server / per gb
53	Basic - floor space, power, physical security	\$149.00	\$1,788.00
54	Intermediate - In addition to basic, includes system administration, back-up's & recovery	\$150.00 - \$1,500.00	\$1,800.00 - \$18,000.00
55	Advanced - In addition to basic and inter., includes fully managed solutions with application support.	\$450.00 - \$2,500.00	\$5,400.00 - \$30,000.00

Contract Item Number	Cloud Service (user costs must have minimum/maximum range)	Minimum Monthly Cost per User	Maximum Monthly Cost per User	Minimum Annual Cost per User	Maximum Annual Cost per User
56	Cloud Infrastructure as a Service (IaaS)	\$35.00	\$40.00	\$420.00	\$480.00
57	Cloud Platform as a Service (PaaS)	\$30.00	\$35.00	\$360.00	\$420.00

VERSALIGN RATE CARD #1 – HOURLY RATES

Contract Item Number	Job Title (Item Description)	Skill Level	Contract Rate
1	Network Technician	na	\$49.00
2	Network Engineer	na	\$74.00
3	Enterprise Engineer	na	\$94.00
4	Security Engineer	na	\$109.00
5	Project Manager	Level 1	\$59.00
6	Project Manager	Level 2	\$74.00
7	Project Manager	Level 3	\$90.00
8	Network Server Engineer	Level 1	\$68.00
9	Network Server Engineer	Level 2	\$80.00
10	Network Server Engineer	Level 3	\$89.00
11	Business Analyst	Level 1	\$50.00
12	Business Analyst	Level 2	\$62.00
13	Business Analyst	Level 3	\$74.00
14	Network Application Systems Analyst	Level 1	\$58.00
15	Network Application Systems Analyst	Level 2	\$67.00
16	Network Application Systems Analyst	Level 3	\$78.00
17	Network Device Systems Analyst	Level 1	\$53.00
18	Network Device Systems Analyst	Level 2	\$61.00
19	Network Device Systems Analyst	Level 3	\$72.00
20	Network Consultant	Level 1	\$63.00
21	Network Consultant	Level 2	\$79.00
22	Network Consultant	Level 3	\$90.00
23	Database Design Analyst	Level 1	\$68.00
24	Database Design Analyst	Level 2	\$76.00
25	Database Design Analyst	Level 3	\$87.00
26	Network Systems Programmer	Level 1	\$52.00
27	Network Systems Programmer	Level 2	\$63.00
28	Network Systems Programmer	Level 3	\$77.00
29	Technical Writer	Level 1	\$45.00
30	Technical Writer	Level 2	\$55.00
31	Technical Writer	Level 3	\$65.00
32	Network Administrator	Level 1	\$52.00
33	Network Administrator	Level 2	\$59.00
34	Network Administrator	Level 3	\$69.00

VERSALIGN RATE CARD #2- REMOTE SUPPORT

Contract Item Number	5 days x 10hrs/day	Contract Rate
35	1-4 Servers	\$80.00
36	5-10 Servers	\$75.00
37	11-25 Servers	\$68.00
38	26-50 Servers	\$59.00
39	51-100 Servers	\$54.00
40	101+ Servers	\$45.00

Contract Item Number	7 days x 24hrs/day	Contract Rate
41	1-4 Servers	\$112.00
42	5-10 Servers	\$101.00
43	11-25 Servers	\$94.00
44	26-50 Servers	\$86.00
45	51-100 Servers	\$79.00
46	101+ Servers	\$72.00

Contract Item Number	Other	Contract Rate
47	1-4 Servers	NO BID
48	5-10 Servers	NO BID
49	11-25 Servers	NO BID
50	26-50 Servers	NO BID
51	51-100 Servers	NO BID
52	101+ Servers	NO BID

VERSALIGN RATE CARD #3- HOSTING

Hosting rates are not applicable.

Contract Item Number	Level of Service	Monthly Cost per server / per gb	Annual Cost per server / per gb
53	Basic - floor space, power, physical security	NO BID	NO BID
54	Intermediate - In addition to basic, includes system administration, back-up's & recovery	NO BID	NO BID
55	Advanced - In addition to basic and inter., includes fully managed solutions with application support.	NO BID	NO BID

Contract Item Number	Cloud Service (user costs must have minimum/maximum range)	Minimum Monthly Cost per User	Maximum Monthly Cost per User	Minimum Annual Cost per User	Maximum Annual Cost per User
56	Cloud Infrastructure as a Service (IaaS)	NO BID	NO BID	NO BID	NO BID
57	Cloud Platform as a Service (PaaS)	NO BID	NO BID	NO BID	NO BID

ADDITIONAL TERMS AND CONDITIONS

[\(Return to Table of Contents\)](#)

6. BILLING

Vendor shall submit monthly invoices to Delaware in sufficient detail to support the services provided during the previous month. Delaware agrees to pay those invoices within thirty (30) days of receipt. In the event Delaware disputes a portion of an invoice, Delaware agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Vendor a detailed statement of Delaware's position on the disputed portion of the invoice within thirty (30) days of receipt. Delaware's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle Vendor to charge interest on the overdue portion at the lower of 1.0% per month. All payments should be sent to the Vendor's identified address on record with the State of Delaware's Division of Accounting as identified in the completion of the electronic W-9.

7. 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.

Delaware will pay Vendor for the performance of services described in Appendix A, RFP. Fees will be paid in accordance with the Vendor Rate cards.

Delaware's obligation to pay Vendor for the performance of services described in Appendix A, RFP will not exceed amounts listed in the Appendix B, Vendor Rate Card. Work must be completed by Vendor and it shall be Vendor's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed. Delaware's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Delaware's purchase order(s) to Vendor.

8. 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.

9. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **GSS15394-NETWORKSVC** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

10. REQUIREMENTS

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.

11. 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.

12. 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.

13. 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.

14. 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>.