STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

January 12, 2016

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

FROM: PETER KOROLYK
DEPUTY DIRECTOR, GOVERNMENT SUPPORT SERVICES
302-857-4503

SUBJECT: **AWARD NOTICE**
**CONTRACT NO. GSS15757-CLOUD_HOST**
**Public Cloud Hosting Services**

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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

Award Notice
Contract No. GSS15757-CLOUD_HOST
Public Cloud Hosting Services
**KEY CONTRACT INFORMATION**

## 1. CONTRACT USE

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This is **not** a mandatory use contract under **Title 29, Chapter 6911(d) Delaware Code**. It is available to 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.

Under Title 29 §6933, The State of Delaware is authorized to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of materiel or nonprofessional services with 1 or more public procurement units either within the State or within another state in accordance with an agreement entered into between the participants.

A competitive bidding and selection process was conducted in coordination with the NASPO ValuePoint (NVP), a national cooperative, with the State of Utah serving as the lead state. The State of Utah and the Contractor established a contract for the purchase of public cloud hosting services on or around August 1, 2012 (hereinafter, "Master Agreement").

## 2. CONTRACT PERIOD

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Each contractor's contract shall be valid through July 31, 2017. See vendor information below.

## 3. VENDORS

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**Contract # GSS15757-CLOUD_HOSTV01**
NVP – Utah Contract: MA265
FSF Vendor ID: 0000269944
Attn: Jeffrey R. Poplin
**Day1 Solutions, Inc.**
1751 Pinnacle Drive
Suite 425
McLean, VA 22102
Phone: 703-326-1624 Ext. 426
Fax: 703-868-1724
Email: jeffrey@day1solutions.com
Website: www.day1solutions.com

## 4. ORDERING

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Prior to any cloud storage or services request, the Agency MUST contact DTI contract representative Rhonda Lehman at Rhonda.lehman@state.de.us to identify:

- Scope of Services
- Nature of Data to be stored/secured (Public / Non-Public)
- Implementation or existence of a DTI required Business Case (if applicable)

With receipt of the necessary engagement information, DTI will review the request and make a determination per authority granted by Executive Order 20 of the appropriateness and/or necessity to engage the Cloud Service provider.

## No services should begin without prior DTI approval.

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### 5. PRICING

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Cloud service pricing will be dependent on scope of services to be provided, and should be confirmed with contract representative prior to engagement.

## ADDITIONAL TERMS AND CONDITIONS

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### 6. 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.**

### 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. Agency pays the primary vendor for purchase and not the dealer.

### 8. 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.

### 9. 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.

### 10. PURCHASE ORDERS

Agencies are required to identify the contract number **GSS15757-CLOUD_HOST** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

### 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.