



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

September 29, 2020

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

FROM: PETER KOROLYK
DEPUTY DIRECTOR, GOVERNMENT SUPPORT SERVICES
302-857-4501

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS20384-CELL_DATA_SVC
Wireless Data, Voice and Accessories

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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, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

Under 29 Del. C. §6933 (a), The Section may, with written approval of the Director, participate in, sponsor, conduct or administer a cooperative or joint 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. **Under §6987,** The State of Delaware is authorized to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of professional 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 bid and selection process was conducted by The State of Utah and in conjunction with NASPO ValuePoint (NVP), a non-profit national cooperative program operated by the National Association of State Procurement Officials. The State of Utah and the Contractor established a cooperative contract for the purchase of the wireless, data and services effective August 12, 2019 (hereinafter, "Master Agreement").

2. CONTRACT PERIOD

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Each contractor's contract shall be valid for a five (5) year from August 12, 2019 through August 11, 2024. Each contract may be renewed for one (1) additional five (5) year period through negotiation between the contractor and Government Support Services, if extended by the Lead State, Utah. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDOR

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COMPANY ADDRESS	LOCAL SERVICE ADDRESS
Cellco Partnership dba Verizon Wireless 10170 Junction Drive Annapolis Junction, MD 20701	NEW CASTLE COUNTY Cellco Partnership dba Verizon Wireless 4345 Kirkwood Highway - Lower Level Wilmington, DE 19808
GSS20384-CELL_DATA_SVCV01 FSF#0000017022 www.verizon.com/naspo	

<p>LOCAL SERVICE ADDRESS KENT COUNTY Cellco Partnership dba Verizon Wireless 1045 N. DuPont Hwy Dover, DE 19901</p>	<p>LOCAL SERVICE ADDRESS SUSSEX COUNTY Atlantic Cellular 18388 Coastal Highway, Unit #3 Lewes, DE 19958</p>
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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: Robert Pantucci
Email	StateofDE@verizonwireless.com		
Support Email	Subject: State of DE -	governmentaccountsupport@verizonwireless.com	800-922-0204
Account Manager	Matt Wilchinski	matthew.wilchinski@verizon.com	302-540-9999
Sales Manager	Robert Pantucci	Robert.pantucci@verizon.com	215-922-9924

LOCAL - SALES TEAM

Account Manager	Matt Wilchinski	matthew.wilchinski@verizon.com	302-540-9999
Sales Manager	Robert Pantucci	Robert.pantucci@verizon.com	215-922-9924
Associate Director	Zach Noel	Zachary.noel@verizon.com	610-635-9093
Data Solutions Manager	Paula Raspa	Paula.raspa@verizon.com	215-694-7300
Global Enterprise Advisor	Dakota Blodgett	Dakota.blodgett@verizon.com	Subject: State of DE

Please include the following information:

Mobile Number or Account Number (if existing)

Agency Name

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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 list of service plans and pricing, please see the Award Notice Pricing on the following site:

[Verizon Wireless Master Pricing Schedule](#)

Contracted prices represent ceiling prices for the supplies and services offered. Bid prices must remain firm for the full term of the Master Agreement. Requests for price increases must include sufficient documentation supporting the request which shall not be effective unless approved by the Lead State in writing. No retroactive adjustments to prices or rates will be allowed.

Vendor provides a discount of 23% off all qualifying plans with a monthly access rate of \$34.99 or higher. In addition to the services/plans listed, the vendor is offering the State's Government Subscribers 25% 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.

Agencies will make every effort to achieve available discount opportunities under this contract. Agencies should engage vendor personnel to assist with right-sizing services based on prior period utilization.

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

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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 GSS20384-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. Participating Entities eligible to use state contract awards as identified in 29 Del. C. 6910, may be required to sign acknowledgement and compliance with Delaware's Participating Addendum which incorporates the vendor's Master Agreement. Covered agencies as defined by 29 Del. C. 6902 (6), shall not be required to sign independent acknowledgement unless seeking to implement Smart Cities and/or other dynamic systems which include additional terms and conditions.

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 party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

16. AGENCY'S RESPONSIBILITIES

The Agency shall:

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- 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 device, per subsidized plan scenario. Agencies are encouraged to work with account representatives to maximize access to the available plans.

The vendor has agreed to not charge Activation fees. Carrier must provide for any participating entity the ability to cancel at least 25% of the active lines of service under contract (subsidized device) in any given year with no early termination fees or other cancellation fees.

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.**

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: Evonia Bennett
Email: evonia.v.bennett@verizon.com

20. EQUIPMENT RECYCLING

State agencies are encouraged to first look to recycle old functioning cellular equipment by repurposing within each agency's operational areas. Should an agency determine that equipment is no longer needed, please communicate with GSS' [Surplus operations](#) for disposal options.

Verizon Wireless does not currently offer a trade-in program for government accounts or credits for turning in old wireless equipment, but does accept phones and batteries for recycling at their retail stores.

21. ADDITIONAL SERVICE OPTIONS

The cooperative award offers state agencies and eligible participating entities the ability to procure other technology services including but not limited to:

- Fleet Management
- Traffic Management
- Intelligent Lighting
- Enterprise Messaging
- Critical Asset Tracking

Additional service options shall be available but are not mandatory use. Eligible pricing for services accepted by the lead state is reflected on the pricing spreadsheet made previously available in this Award Notice. Agencies should refer to the appropriate price spreadsheet tab for any additional information and/or terms of service. For any services added post award by the lead state Utah, interested agencies should contact the Verizon Delaware team for additional information.

[Verizon Wireless Master Agreement and Addendums](#)

For solutions and services beyond the provision of basic wireless services where implementation and/or additional terms of service may apply, (i.e. any services beyond Category 3A Fleet Management on the pricing spreadsheet), a covered agency remains obligated by DTI policy and oversight. Covered agencies should refer to their agency technology resource manager for guidance and if necessary, application and approval of a business case prior to the execution of any purchase order.

Eligible Participating Agencies (non-covered agencies and entities authorized to access state contracts) are not obligated by the same DTI oversight. However, any agency seeking to implement, or access more complex technology solutions are strongly encouraged to conduct due diligence with the technology oversight partner of their choice. Further, some solutions may require acknowledgement of additional terms and conditions and agencies should review all agreements with counsel prior to signature and before any individual purchase orders are executed.