



AWARD NOTICE

March 7, 2024

ISSUED BY: Lacey Hutchison
Procurement Officer
(302) 739-9619

SUBJECT: **AWARD NOTICE**
Addendum #8 Adding NTT Data Americas, Inc. as a Vendor
GSS17793-CLOUD_SOL
Cloud Solutions

KEY CONTRACT INFORMATION

1. MASTER AGREEMENT

This Participating Addendum is made with the State of Delaware, Department of Technology and Information in conjunction with Utah's Master Agreement found here:

<https://www.naspo.valuepoint.org/portfolio/cloud-solutions-2016-2026/>

2. MANDATORY USE CONTRACT

This contract has transitioned to DTI for management from Government Support Services and is Mandatory Use for all state agencies.

REF: Title 29, Chapter 9016E(a) Delaware Code. The Department shall establish statewide technology standards for use in the procurement process. Further, if the Department has entered into a statewide contract for technology services or resources, then that contract is mandatory use for state agencies.

The use of this contract requires an approved business case by the Department of Technology and Information (DTI). If you have questions, please contact the DTI Customer Engagement Team. Additionally, awarded vendors must provide all Statement of Work and subsequent changes to Department of Technology and Information (DTI) for review and approval prior to execution with any State of Delaware customer.

3. ADDENDUM HISTORY

- Addendum #1 adds InfoReliance LLC to the contract
- Addendum #2 changes InfoReliance LLC to ECS Federal, LLC
- Addendum #3 updates contact information for Carahsoft
- Addendum #4 adds Strategic Communications LLC to the contract
- Addendum #5 adds Ensono, LLC to the contract
- Addendum #6 Adds Presidio Networked Solutions LLC to the contract
- Addendum #7 Adds Deloitte Consulting LLP to the contract
- **Addendum #8 Adds NTT Data Americas to the contract**

4. CONTRACT PERIOD

The contract(s) executed by the State of Utah are for use by the State of Delaware under Participating Addendum that allows State Departments and Agencies to use the agreement. The Master Agreement became effective on September 2, 2016 and is valid through September 15, 2026. The State reserves the right, in its sole discretion, to extend this contract pursuant to and including any extensions of the Lead State Agreement, under the same terms and conditions.

5. VENDORS

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| <p>Carahsoft</p> <p>1860 Michael Farady Drive, Suite 100 Reston, VA 20190</p> <p>Contact: Colby Bender Phone: (703) 889-9878 Secondary Phone:(888) 66-CARAH Fax: 703-871-8505 Email: colby.bender@carahsoft.com</p> <p>FSF Contract Number: GSS17793-CLOUD_SOLV01</p> <p>MWBE <input type="checkbox"/> Veteran <input type="checkbox"/> Delaware Vendor <input type="checkbox"/></p> | <p>ECS Federal, LLC</p> <p>2750 Prosperity Ave, Suite 600 Fairfax, VA 22031</p> <p>Contact: Joshua Shoemaker Phone: (703) 270-1541 Secondary Phone: (703) 944-4194 Email: Joshua.Shoemaker@ecstech.com</p> <p>FSF Contract Number: GSS17793-CLOUD_SOLV03</p> <p>MWBE <input type="checkbox"/> Veteran <input type="checkbox"/> Delaware Vendor X</p> |
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Award Notice Addendum #8
GSS17793-CLOUD_SOL

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| <p>Strategic Communications, LLC</p> <p>310 Evergreen Road Louisville, KY 40243</p> <p>Contact: Bambi Fox Phone: (502) 813-8018 Email: bfox@yourstrategic.com</p> <p>FSF Contract Number: GSS17793-CLOUD_SOLV04</p> <p>MWBE X Veteran <input type="checkbox"/> Delaware Vendor <input type="checkbox"/></p> | <p>Ensono, LLC</p> <p>3333 Finley Rd. Downers Grove, IL 60515</p> <p>Contact: Clint Dean Phone: (630) 944-2311 Email: clint.dean@ensono.com</p> <p>FSF Contract Number: GSS17793-CLOUD_SOLV05</p> <p>MWBE <input type="checkbox"/> Veteran <input type="checkbox"/> Delaware Vendor <input type="checkbox"/></p> |
| <p>Presidio Networked Solutions LLC</p> <p>8161 Maple Lane Blvd, Suite 150 Fulton, MD 20579</p> <p>Contact: Bryan Myers Phone: (812) 350-0808 Email: bmyers@presidio.com</p> <p>FSF Contract Number: GSS17793-CLOUD_SOLV06</p> <p>MWBE <input type="checkbox"/> Veteran <input type="checkbox"/> Delaware Vendor <input type="checkbox"/></p> | <p>Deloitte Consulting LLP</p> <p>1919 N. Lynn St. Arlington, VA 22209</p> <p>Contact: Isaac Guerrero Email: siguerrero@deloitte.com</p> <p>FSF Contract Number: GSS17793-CLOUD_SOLV07</p> <p>MWBE <input type="checkbox"/> Veteran <input type="checkbox"/> Delaware Vendor X</p> |
| <p>NTT Data Americas, Inc.</p> <p>7950 Legacy Drive, 11th Floor Plano, TX 75024</p> <p>Contact: Eric Hills Phone: (207) 318-6352 Email: Eric.hills@nttdata.com</p> <p>Secondary Contact: Kathy Tschappatt Phone: (480)-221-4567 Email: Kathy.Tschappatt@nttdata.com</p> <p>FSF Contract Number: GSS17793-CLOUD_SOLV08</p> <p>MWBE <input type="checkbox"/> Veteran <input type="checkbox"/> Delaware Vendor <input type="checkbox"/></p> | |

6. SHIPPING TERMS

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

7. DELIVERY AND PICKUP

Delivery Requirements shall be detailed in the Purchase Order.

8. PRICING

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

9. ORDERING

Prior to any services request, the Agency MUST have an approved business case from DTI. Awarded vendors must provide all Statement of Work and subsequent changes to DTI for review and approval prior to execution with any State of Delaware customer.

ADDITIONAL TERMS AND CONDITIONS

10. 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.

11. 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.

12. 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 DTI to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

13. 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.

14. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS17793-CLOUD_SOL on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

15. REQUIREMENTS

This contract is for Cloud Services including SaaS, PaaS and IaaS offerings.

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.

16. 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.

17. 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.

18. 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.

19. 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 DTI Procurement 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. This form can be requested from and submitted once completed to DTI_Procurement@delaware.gov.