

June 27, 2024

ISSUED BY: Felicia Pearson

Procurement Officer (302) 739-9684

SUBJECT: AWARD NOTICE - Addendum #7 REVISED Extends contract

**GSS20579-DATACOMM** 

**Data Communications, Products and Services** 

### **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.naspovaluepoint.org/portfolio/data-communications-2019-2026/

# 2. MANDATORY USE

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.

#### 3. ADDENDUM HISTORY

- Addendum #1 adds resellers for Hewlett-Packard Enterprises, effective March 2, 2021.
- Addendum #2 adds Juniper Networks, Inc. as a vendor and their Authorized Resellers, effective April 27, 2021. All other terms, conditions and pricing remain the same.
- Addendum #3 adds Cisco Systems as a vendor and their authorized resellers effective May 24, 2021. All other terms, conditions and pricing remain the same.
- Addendum #4 adds PC Specialists Inc., DBA Technology Integration Group (TIG) as an authorized reseller for Juniper Networks, Inc.

- Addendum #5 adds Aspire Technology Partners, LLC as a reseller for Hewlett-Packard Enterprises.
- Addendum #6 adds Computer Design & Integration, LLC, CDW Government, LLC, Netstream Technology, Inc., and Aspire Technology Partners, LLC as resellers for Cisco.
- Addendum #7 utilizes the first available extension through September 30, 2026.

#### 4. CONTRACT PERIOD

Each contractor's contract shall be valid for a four (4) year period from February 9, 2021, through September 30, 2024, unless terminated early or extended in accordance with the terms and conditions of the Utah Master Agreement.

Addendum #7 extends all vendors through September 30, 2026.

### 5. VENDORS

Cisco Systems, Inc.

17 W. Tasman, Drive San Jose, CA 95134

Contract Number:

GSS20579-DATACOMMV36

Contact: Cody Lynch Phone: 604-647-2343

Email: nvp-help@cisco.com

Cradlepoint, Inc.

1111 W. Jefferson Street, Suite 400

Boise, ID 83702

Contract Number:

GSS20579-DATACOMMV01

Contact: Stephanie Wildman

Phone: 208-493-5040

Email: Stephanie.wildman@credlepoint.com

Secondary Contact: Mitch Head

PH: 208-472-6154

Email: mhead@cradlepoint.com

**Hewlett-Packard Enterprises** 

6280 America Center Drive

San Jose, CA 95002

Contract Number:

GSS20579-DATACOMMV10

Contact: Erin Tank Phone: 501-428-8287

Email: <a href="mailto:erin.e.tank@hpe.com">erin.e.tank@hpe.com</a>

Secondary Contact: Stacey Pierce

Phone: 512-319-3018

Email: stacey.pierce@hpe.com

Juniper Networks, Inc.

10 Technology Park Dr. Westford, MA 01886-3140

Contract Number:

GSS20579-DATACOMMV12

Contact: Roxanne Bieniek Phone: 978-589-0636

Email: rbieniek@juniper.net

# 6. <u>AUTHORIZED RESELLERS</u>

Reseller	For	Band(s)
Aspire Technology Partners, LLC		
25 James Way	Hewlett Packard	1.1, 1.2, 1.3, 1.4,
Eatontown, NJ 07724	Enterprises	1.5
	Cisco System, Inc.	
Contract Number: GSS20579-DATACOMMV40		
Contact: Robin Schmidt		
Phone: 732-847-9562		
Secondary Phone: 732-847-9600		
Fax: 732-847-9620		
Email: <u>teamaspire@aspiretransforms.com</u>		
Secondary Contact: Kim Smith		
Phone: 732-847-9599		
Secondary Phone: 732-847-9600		
Fax: 732-847-9620		
Email: <u>teamaspire@aspiretransforms.com</u>		

Axispoint 507 North State Road Briarcliff Manor, NY 10510  Contract Number: GSS20579-DATACOMMV38  Contact: Michael Carey (Sales) Phone: 302-670-6000 Email: mcarey@atsg.net  Secondary Contact: Elizabeth DiChiara (Billing) Phone: 914-260-4274 Email: edichiara@atsg.net	Cisco System, Inc.	1.1, 1.2, 1.3, 1.4, 1.5
Carousel Industries of North America, Inc. 659 South County Trail Exeter, RI 02822	Juniper Networks, Inc.	1.2, 1.3, 1.4
Contract Number: GSS20579-DATACOMMV29		
Contact: Michael Barnett Phone: 267-223-2608 Email: mbarnett@carouselindustries.com		
CDW Government, LLC 625 W. Adams Chicago, IL 60073	Cisco System, Inc.	1.1, 1.2, 1.3, 1.4, 1.5
Contract Number: GSS20579-DATACOMMV41		
Contact: Nelson Narciso Email: nelsnar@cdw.com		
Secondary Contact: Joe Goodin Email: <a href="mailto:joegoo@cdw.com">joegoo@cdw.com</a>		
Website: www.cdwg.com		

CNI Inc. 2960 Skippack Pike PO Box 180 Worcester, PA 19490  Contract Number: GSS20579-DATACOMMV29  Contact: Tim Kirk Phone: 610-584-8040 Email: timkirk@corpnetworking.com	Juniper Networks, Inc.	1.2, 1.3, 1.4
Computer Design & Integration, LLC 500 Fifth Ave. Suite 1500 New York, NY 10110	Cisco System, Inc.	1.1, 1.2, 1.3, 1.4, 1.5
Contract Number: GSS20579-DATACOMMV42		
Contact: Rosemary Pron Phone: 484-787-7441 Email: rosemary.pron@cdillc.com		
Secondary Contact: Tawna Perkins Phone: 717-685-4347 Email: tawna.perkins@cdillc.com		
Website: www.cdillc.com		
Continental Resources / DBA/ CONRES 175 Middlesex Turnpike Bedford, MA 01730	Juniper Networks, Inc.	1.2, 1.3, 1.4
Contract Number: N/A		
Contact: Laura Donnell Phone: 301-625-4232 Email: <a href="mailto:ldonnell@conres.com">ldonnell@conres.com</a>		

Core BTS, Inc.	1	1
505 Eagleview Blvd., Suite 102 Exton, PA 19341	Cisco Systems, Inc.	1.1, 1.2, 1.3, 1.4, 1.5
Contract Number: GSS20579-DATACOMMV30		
Contact: Adam Davis Phone: 610-898-6405 Email: adam.davis@corebts.com		
Daly Computers, Inc		
2251 Gateway Center Drive Clarksburg, MD 20871	Hewlett-Packard Enterprises	1.2, 1.3, 1.4
Contract Number: GSS20579-DATACOMMV26		
Contact: Ryan Yu Phone: 301-670-0381, ext. 324 Email: <a href="mailto:rty@daly.com">rty@daly.com</a>		
Data Networks of America, Inc. /DBA/		
<b>Data Networks</b> 309 International Circle, Suite 102 Hunt Valley, MD 21030	Juniper Networks, Inc.	1.2, 1.3, 1.4
Contract Number: GSS20579-DATACOMMV34		
Contact: Jan Silhavy Phone: 410-823-3000, ext. 3016 Email: jsilhavy@datanetworks.com		
ePlus Technology, Inc.		
13595 Dulles Technology Drive Herndon, VA 20171-3413	Hewlett-Packard Enterprises	1.2, 1.3, 1.4
Contract Number: GSS20579-DATACOMMV19		
Contact: Nick D'Archangelo Phone: 610-495-1293 Email: ndarchangelo@eplus.com		

HCGI Hartford, Inc. 10440 Little Patuxent Parkway, 3rd Floor Columbia, MD 21044  Contract Number: GSS20579-DATACOMMV27  Contact: Carol Huff Phone: 410-202-8042 Email: <a href="mailto:chuff@hcgi.com">chuff@hcgi.com</a>	Hewlett-Packard Enterprises	1.2, 1.3, 1.4
Info Solutions of North America, LLC 920 Justison Street Wilmington, DE 19801  Contract Number: GSS20579-DATACOMMV33  Contact: William Riley Phone: 302-414-8841 or 302-373-6909 Email: wriley@infoaolutionsllc.com	Cisco Systems, Inc. Juniper Networks, Inc.	1.1, 1.2, 1.3, 1.4, 1.5
Insight Public Sector, Inc. 6820 S. Harl Avenue Tempe, AZ 85283  Contract Number: GSS20579-DATACOMMV02  Contact: Dennis Westerfield Phone: 480-111-1715 Email: teamwesterfield@insight.com  Secondary Contact: AJ D'Agostini Phone: 800-467-4448 ext. 5308 Email: AJ.DAGOSTINI@Insight.com	Cradlepoint, Inc.	1.2, 1.3, 1.4

Island Tech Services, LLC  980 S. 2 <sup>nd</sup> Street Ronkonkoma, NY 11779  Contract Number: GSS20579-DATACOMMV03  Contact: Robert Gronenthal Phone: 631-447-2442 ext. 236 Email: robert@itsg.us.com  Secondary Contact: Richard Jacob Phone: 631-447-2442 ext. 239	Cradlepoint, Inc.	1.2, 1.3, 1.4
Email: rjacob@itsg.us.com  Magnum Electronics, Inc. 927 Horsepond Road Dover, DE 19901	Cradlepoint, Inc	1.2, 1.3, 1.4
Contract Number: GSS20579-DATACOMMV04  Contact: Mike Ridenour Phone: 302-734-9520 Email:mike.ridenour@magnumelectronics.com		
Contact: Marcia Ridenour Phone: 302-734-9250 Email: marcia.ridenour@magnumelectronics.com		
MTM Technologies, Inc. 1675 S State St Dover, DE 19901-5140	Juniper Networks, Inc.	1.1, 1.2, 1.3, 1.4, 1.5
Contract Number: GSS20579-DATACOMMV20  Contact: Elizabeth DiChiara Phone: 914-260-4274 Email: <a href="mailto:ldichiara@mtm.com">ldichiara@mtm.com</a>		

Netstream Technology, Inc. 1400 Peoples Plaza Suite 114	Cisco Systems, Inc.	1.1, 1.2, 1.3, 1.4, 1.5
Newark, DE 19702		
Contract Number: GSS20579-DATACOMMV43		
Contact: Michael Olivere Phone: 302-547-6274 Email: molivere@netstreamtechinc.com		
Secondary Contact: Kimberly Laurenzi Phone: 302-525-4914 Email: klaurenzi@netstreamtechinc.com		
PC Specialists Inc. DBA		
<b>Technology Integration Group (TIG)</b> 10620 Treena Street, Suite 300 San Diego, CA 92131	Juniper Networks, Inc	1.2, 1.3
Contract Number: GSS20579-DATACOMMV39		
Contact: Fred Heins		
Phone: 610-995-0090, Ext. 3830		
Secondary Phone: 610-410-8250		
Email: <u>Fred.Heins@tig.com</u>		
Secondary Contact: Georgia Vasilion Phone: 858-566-1900, Ext. 4962 Secondary Phone: 858-566-1900, Ext 2314 Email: contractadmin@tig.com		
<b>Plan B Technologies, Inc.</b> 16701 Melford Blvd., Suite 300 Bowie, MD 20715	Juniper Networks, Inc.	1.2, 1.3, 1.4
Contract Number: GSS20579-DATACOMMV24		
Contact: Bill Monaghan		
Phone: 301-860-1006		
Email: <u>bmonaghan@planbtech.net</u>		

Presidio Networked Solutions, LLC 8161 Maple Lawn Blvd. Fulton, MD 20759	Cisco Systems, Inc.	1.1, 1.2, 1.3, 1.4, 1.5
Contract Number: GSS20759-DATACOMMV37		
Contact: Mike Kelly Phone: 610-684-2919 Email: mkelly@presidio.com		
Step CG, LLC		
525 W. 5 <sup>th</sup> Street, Suite 332 Covington, KY 41011	Cradlepoint, Inc.	1.2, 1.3, 1.4
Contract Number: GSS20759-DATACOMMV05		
Contact: Jodi Dreyer Phone: 513-795-6000 ext. 3102 Email: jdreyer@stepcg.com		
Contact: Sara Voss Phone: 513-795-6000 ext. 3102		
Tactical Public Safety, LLC 1036 Industrial Drive Berlin, NJ 08091	Cradlepoint, Inc.	1.2, 1.3, 1.4
Contract Number: GSS20579-DATACOMMV06		
Contact: Timothy Boukouris Phone: 856-768-3336 Email: <a href="mailto:tim.boukouris@tacticalpublicsafety.com">tim.boukouris@tacticalpublicsafety.com</a>		
Secondary Contact: Jim Foley Phone: 856-768-3336		
USC Canterbury Corp 1628 Trawler Lane Annapolis, MD 21409-3737	Hewlett-Packard Enterprises	1.2, 1.3, 1.4
Contract Number: GSS20579-DATACOMMV25		
Contact: David Councell Phone: 410-757-1700 Email: davidc@usc-canterbury.com		

World Wide Technology, LLC 1 World Wide Way St. Louis, MO 63146	Cradlepoint, Inc.	1.2, 1.3, 1.4
Contract Number: GSS20579-DATACOMMV07		
Contact: Carol Harting Phone: 314-995-6103 Email: carol.harting@wwt.com		

# 7. SHIPPING TERMS

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

# 8. DELIVERY AND PICKUP

Delivery is 30 days ARO.

### 9. PRICING

IMPORTANT: For specific item pricing, please refer to the contract price list weblink provided below.

Contractor	Price List
	Link
Cisco Systems, Inc.	Cisco Systems, Inc.
Cradlepoint, Inc.	Cradlepoint Price List
Hewlett-Packard Enterprises	HPE Price List
Juniper Networks, Inc.	Juniper Price List

Vendors are required to post state specific pricing on their hosted website or through NASPO Valuepoint. The State of Utah vendor pricing sheets will serve as the approved base price.

- 1. Pricing Structure: Pricing for the Master Agreements shall be based on the Percent Discount off the current global MSRP Schedule applicable to United States customers.
- 2. Price Guarantee Period: The Data Communication Provider's Discount rate shall remain in effect for the term of the NASPO Master Price Agreement.

- 3. Price Escalation: Equipment, Supplies and Services: Data Communications provider may update the pricing on their MSRP price list one time every year after the first year of the original contract term.
- 4. Price Reductions: In the event of a price decrease in any category of product at any time during the contract in a Provider's Price Schedule, including renewal options, the NASPO Contract Administrator shall be notified immediately. All Price Schedule price reductions shall be effective upon the notification provided to the NASPO Master Agreement Administrator.
- 5.Adding Products: The ability to add new equipment and services is for the convenience and benefit of NASPO, the State of Delaware, and all the Authorized Purchasers. The intent of this process is to promote "one-stop shopping" and convenience for the customers and equally important, to make the contract flexible in keeping up with rapid technological advances. The option to add new product or service categories and/items will expedite the delivery and implementation of new technology solutions for the benefit of the Authorized Purchasers.

After the contracts are awarded, additional IT product categories and/or items may be added per the request of the Contractor, the State, an Authorized Purchaser or NASPO. Additions may be ad hoc and temporary in nature or permanent. All ADDITIONS TO AN AWARDED Contractor of Manufacturer's offerings must be products, services, software, or solutions that are commercially available at the time they are added to the contract award and fall within the original scope and intent of the RFP (i.e., converged technologies, value adds to manufacturer's solution offerings, etc.).

- 6.New Product from Contractors: If Contractor, the State, an Authorized Purchaser or NASPO itself requests to add new product categories permanently, then all awarded Contractors (Manufacturers) will be notified of the proposed change and will have the opportunity to work with WSCA to determine applicability, introduction, etc. Any new products or services must be reviewed and approved by the State of Utah NASPO Contract Administrator.
- 7. Pricelist Updates: As part of each Contractor's ongoing updates to its pricelists throughout the contract term, Contractor can add new SKUs to its awarded product categories that may have been developed in-house or obtained through mergers, acquisitions or joint ventures; provided, however, that such new SKUs fall within the Contractor's awarded product categories. Updated price lists will be

reviewed and approved by the State of Utah NASPO Contract Administrator before the revised price list is considered valid.

## **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 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 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

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 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. This form may be requested by emailing <a href="mailto:DTI Procurement@delaware.gov">DTI Procurement@delaware.gov</a>.