

October 30, 2009

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

FROM: HOLLYLYNN FORD, CPPB
STATE CONTRACT PROCUREMENT OFFICER
302-857-4559

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS09441A-TELECOM CBL
TELECOMMUNICATIONS CABLING

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KEY CONTRACT INFORMATION**

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

2. CONTRACT PERIOD:

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Each contractor's contract shall be valid for a two (2) year period from November 1, 2009 through October 31, 2011. Each contract may be renewed for two (2) additional one (1) year period 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.

3. VENDORS:

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<p>Arose Inc. 1229 Broadway Westville, NJ 08093 POC: Richard C. Denney Jr. Phone: 856-251-0400 Fax: 856-251-0440 Email: frank@aroseinc.com Contract Code: GSS09411A-TelecomCbl-V01</p>	<p>Assurance Media 590 Century Blvd, Suite B PO Box 5087 Wilmington, DE 19808 POC: Brian Jester Phone: 302-892-3540 Fax: 866-246-1153 Email: bjester@assurancemedia.net Contract Code: GSS09441A-TelecomCbl-V02</p>	<p>Bluestone 780C Primos Avenue Folcroft, PA 19032 POC: Rich Gibbons Phone: 610-237-8800 Fax: 610-238-8801 Email: r.gibbons@bluestonecomm.com Contract Code: GSS09441A-TelecomCbl-V03</p>
<p>Collins Business Inc. 2340 N. Dupont Hwy PO Box 726 New Castle, DE 19720 POC: John Collins Phone: 302-658-1700 Fax: 302-658-6170 Email: JCollins@collinsvoice.com Contract Code: GSS09441A-TelecomCbl-V04</p>	<p>DTI, Inc. 62 Albe Drive Suite B Newark, DE 19702 POC: Wesley Haigh Phone: 302-731-1928 Fax: 302-731-1938 Email: WHaigh@usedti.com Contract Code: GSS09441A-TelecomCbl-V05</p>	<p>NetVersant Solutions 4009 Market St Aston, PA 19014 POC: Pete Engeland Phone: 610-364-3200 Fax: 610-364-3250 Email: pengeland@netversant.com Contract Code: GSS09441A-TelecomCbl-V06</p>
<p>Telephone Man 302 Industrial Drive</p>	<p>Tricomm Services Corp 2860 Old Ogletown Rd</p>	<p>Under/Comm., Inc. 198 Mullet Run</p>

<p>Avondale, PA 19311 POC: Thomas Lilly Phone: 610-268-0277 x313 Fax: 610-268-2157 Email: projects@ttm1.com Contract Code: GSS09441A- TelecomCbl-V07</p>	<p>Bldg 5, Suite 2 Newark, DE 19711 POC: Gene Conway Phone: 302-454-2975 Fax: 302-454-1285 Email: info@tricommcop.com Contract Code: GSS09441A-TelecomCbl-V08</p>	<p>Milford, DE 19963 POC: Dave Hermansader Phone: 302-424-1554 Fax: 302-424-4478 Email: dave@undercomm.com Contract Code: GSS09441A-TelecomCbl-V09</p>
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4. SHIPPING TERMS:

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F.O.B. destination.

5. PRICING:

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Prices will remain firm for the term of the contract year. For pricing and recommendation contact Jim Cole with DTI, at 739-9586 or email him at james.cole@state.de.us Hourly Labor Rates can be found here:

<http://gss.omb.delaware.gov/contracting/contracts/441.shtml>

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.

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. REQUIREMENTS:

This contract will be issued to cover the Telecommunication Cabling requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

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>.