



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

May 16, 2011

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

FROM: MICHAEL BACU  
STATE CONTRACT PROCUREMENT OFFICER  
302-857-4522

SUBJECT: **AWARD NOTICE – ADDENDUM #5, Effective January 4, 2013**  
**CONTRACT NO. GSS09441A-TELECOM CBL**  
**TELECOMMUNICATIONS CABLING**

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OF  
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, 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.

**This contract has been extended through October 31, 2012 under the same pricing, terms and conditions.**

**This contract has been extended through October 31, 2013 under the same pricing, terms and conditions.**

**3. VENDORS:**

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<p><b>Arose Inc.</b> 1229 Broadway Westville, NJ 08093 POC: Richard C. Denney Jr. Phone: 856-251-0400 Fax: 856-251-0440 Email: <a href="mailto:frank@aroseinc.com">frank@aroseinc.com</a></p> <p>GSS09441A-TELECOM_CBLV01 FSF ID: 0000016587</p>	<p><b>Assurance Media</b> 590 Century Blvd, Suite B PO Box 5087 Wilmington, DE 19808 POC: Brian Jester Phone: 302-892-3540 Fax: 866-246-1153 Email: <a href="mailto:bjester@assurancemedia.net">bjester@assurancemedia.net</a></p> <p>GSS09441A-TELECOM_CBLV02 FSF ID: 0000020739</p>	<p><b>Bluestone</b> 780C Primos Avenue Folcroft, PA 19032 POC: Rich Gibbons Phone: 610-237-8800 Fax: 610-238-8801 Email: <a href="mailto:r.gibbons@bluestonecomm.com">r.gibbons@bluestonecomm.com</a></p> <p>GSS09441A-TELECOM_CBLV03 FSF ID: 0000006734</p>
<p><b>Collins Business Inc.</b> 2340 N. Dupont Hwy PO Box 726 New Castle, DE 19720 POC: John Collins Phone: 302-658-1700 Fax: 302-658-6170 Email: <a href="mailto:JCollins@collinsvoice.com">JCollins@collinsvoice.com</a></p>	<p><b>DTI, Inc.</b> 62 Albe Drive Suite B Newark, DE 19702 POC: Wesley Haigh Phone: 302-731-1928 Fax: 302-731-1938 Email: <a href="mailto:WHaigh@usedti.com">WHaigh@usedti.com</a></p>	<p><b>NetVersant Solutions</b> 2180 North Loop West Suite 550 Houston, TX POC: Chris Chapman Phone: 617-747-7440 Fax: 617-747-7444 Email: <a href="mailto:cchapman@netversant.com">cchapman@netversant.com</a></p>

GSS09441A-TELECOM_CBLV04 FSF ID: 0000024730	GSS09441A-TELECOM_CBLV05 FSF ID: 0000006505	GSS09441A-TELECOM_CBLV06 FSF ID: 0000020438
<b>Telephone Man</b> 302 Industrial Drive Avondale, PA 19311 POC: Linda Mister Phone: 610-268-0277, Ext. 305 Fax: 610-268-2157 Email: <a href="mailto:accounts-payable@tm1.com">accounts-payable@tm1.com</a>	<b>Tricomm Services Corp</b> 702 Interchange Blvd. Newark, DE 19711 POC: Gene Conway Phone: 302-454-2975 Fax: 302-454-1285 Email: <a href="mailto:info@tricommcorp.com">info@tricommcorp.com</a>	<b>Under/Comm., Inc.</b> 198 Mullet Run Milford, DE 19963 POC: Dave Hermansader Phone: 302-424-1554 Fax: 302-424-4478 Email: <a href="mailto:dave@undercomm.com">dave@undercomm.com</a>
GSS09441A-TELECOM_CBLV07 FSF ID: 0000018225	GSS09441A-TELECOM_CBLV08 FSF ID: 0000014199	GSS09441A-TELECOM_CBLV09 FSF ID: 0000030544

**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](mailto: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.

## 15. LICENSING REQUIREMENTS

Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or penalties and interest.

All licensing, permit and/or tax questions shall be directed to the Division of Professional Regulation and/or Division of Revenue as appropriate. Following are the links to each Agency website:

Division of Professional Regulation: <http://www.dpr.delaware.gov/>

Division of Revenue: <http://revenue.delaware.gov/>

**Contractor License.** The Horizontal and In-Building Backbone Subsystem components should be regarded as permanent to the facility, and should be capable of supporting anticipated communications needs. This requirement warrants a Delaware Contractor License. A contractor is defined in Del Code [Title 30, Chapter 25](#), as everyone engaged in the business of furnishing labor or both labor and materials in connection with all or any part of construction, alteration, repairing, dismantling or demolition of buildings, roads, bridges, viaducts, sewers, water and gas mains and every other type of structure as an improvement, alteration or development of real property. Any work requiring permits or electrician work requires a Contractor License.

**General Service License.** Specific work not performed under the contractor definition may be accomplished under a General Service License per Del Code [Title 30, Chapter 23](#), but only as applicable. In certain instances, licenses of both types may be required.

**Professional Electrician License.** Effective June 30, 2012, it is illegal in Delaware per Del Code [Title 24, Chapter 14](#), for unlicensed persons to perform electrical services. Electrical services or electrical work is defined to mean any activity covered by the National Electric Code (NEC) as adopted by the Delaware State Fire Commission.

Rules and Regulations (including exceptions):

<http://regulations.delaware.gov/AdminCode/title24/1400.shtml>

## 16. TAXATION & ENFORCEMENT

**Delaware Withholding Tax.** The State of Delaware does not have Reciprocal Agreements with any other state regarding the taxation of non-resident employees. Employers are required to withhold Delaware taxes on employees working in Delaware. See Section 11 of Employer's Guide: <http://revenue.delaware.gov/services/WITBk.shtml>

**Gross Receipt Taxes.** The licensing requirements above dictate reporting of Gross Receipt Taxes, with different tax rates for each license type. Tax tips are at the following links:

Contractors: [http://revenue.delaware.gov/services/current\\_bt/taxtips/contractors.pdf](http://revenue.delaware.gov/services/current_bt/taxtips/contractors.pdf)

General Service: [http://revenue.delaware.gov/services/current\\_bt/taxtips/services.pdf](http://revenue.delaware.gov/services/current_bt/taxtips/services.pdf)

A contractor shall not perform contracting work without a contractor license. Reference the link below regarding penalties for misrepresentation:

Del Code Title 30, Chapter 5: <http://delcode.delaware.gov/title30/c005/sc05/index.shtml>