STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

December 13, 2016

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

FROM: Pamela Barr
State Contract Procurement Officer
302-857-4570

SUBJECT: **AWARD NOTICE AN3 – Effective June 1, 2019**
CONTRACT NO. GSS16441-DATA_CBL
Data and Voice Structured Cabling

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OF
KEY CONTRACT INFORMATION

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

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 January 1, 2017 to December 31, 2018. Each contract may be renewed for two (2) one (1) year periods 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.

Addendum #2 extends the contract for one (1) additional year through December 31, 2019.

3. VENDORS

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Vendor contact information can be found in the Pricing Spreadsheet associated with this contract award. Vendors are only permitted to provide services under the section (s) they have been awarded.

GSS16441-DATA_CBLV01 **Advantech Incorporated** 4092 N Dupont Highway Dover, DE 19901 David Sweeney Phone: 302-674-8405 ext 123 Fax: 302-674-3698 Cell: 302-359-0189 Daves@advantechsecurity.net FSF ID#: 0000027017	GSS16441-DATA_CBLV02 **Arugie Enterprises Corp.** dba: ARG Communications 612 S. Colonial Ave, Ste A. Wilmington, DE 19805 Joseph Ruggieri Phone: 302-225-2000 ext 301 Fax: 302-225-2010 Cell: 302-584-0010 joe@whyarg.com FSF ID#: 0000000456	GSS16441-DATA_CBLV03 **Assurance Media, LLC** 590 Century Blvd, Suite B. Wilmington, DE 19808 Chris Honeycutt Phone: 302-993-4486 Fax: 866-246-1153 Cell: 302-363-1500 choneycutt@assurancemedia.net FSFID#: 0000020739

~~GSS16441-DATA_CBLV04~~ ~~**Digital Technologies**~~ ~~dba: DTI, Inc~~ ~~62 Albe Drive, Suite B~~ ~~Newark, DE 19702~~ ~~Wesley Haigh~~ ~~Phone: 302-731-1928~~ ~~Fax: 302-731-1938~~ ~~Cell: 302-547-9215~~ ~~whaigh@usedti.com~~ ~~FSF ID#: 0000006505~~	GSS16441-DATA_CBLV05 **KCI Communications Infrastructure** 921 Mercantile Drive, Suite H. Hannover, MD 21706 Josh Wilkerson Phone: 410-309-7902 ext 8614 josh.wilkerson@kci.com FSF ID#: 0000271910	GSS16441-DATA_CBLV06 **Skyline Technology Solutions, LLC** 6956-F Aviation Boulevard Glen Burnie, MD 21061 Jason Ross Phone: 410-590-2002 Fax: 410-787-2551 Cell: 443-398-7917 jross@skylinenet.net FSF ID#: 0000313842
GSS16441-DATA_CBLV07 **Tangent Cable Systems, Inc.** 3700 Washington Avenue Wilmington, DE 19808 Chad Myers Phone: 302-994-4104 Fax: 302-994-4105 Cell: 302-463-2396 cmyers@tangentcable.com FSF ID#: 0000027967	GSS16441-DATA_CBLV08 **Troy Ventures, LLC** dba ThinkSecureNet, LLC and SecureNetMD, LLC 16557 Coastal Highway Lewes, DE 19958 Andrew Laroche Phone: 302-645-7770 ext 800 Cell: 860-305-4787 drew@securenetmd.com FSF ID#: 0000317474, 0000261617, 0000453212	GSS16441-DATA_CBLV09 **Under/Comm, Inc.** 198 Mullet Run Milford, DE 19963 Scott Hermansader Phone: 302-424-1554 Fax: 302-424-4478 Cell: 302-222-2336 scott@undercomm.com FSF ID#: 0000030544

Awarded Categories:

Vendor	General Structured Cabling	DTI Dark Finer
Advantech Incorporated	X	
ARG Communications	X	
Assurance Media	X	X
KCI Communications	X	
Skyline Technology Solutions	X	
Tangent Cable Systems	X	
Troy Ventures	X	
Under/Comm	X	

4. SHIPPING TERMS

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

5. PRICING

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Prices will remain firm for the term of the contract year. See separate Pricing Spreadsheet for detailed pricing.

6. SCOPE

This agreement is for structured cabling systems required to support Voice, Data, and imaging applications within State-owned and leased office facilities. These requirements encompass all materials, design, engineering, installation, supervision, and training services for a Structured Cabling System.

7. CATEGORIES OF WORK

A. General Structured Cabling

Provide a universal and flexible cabling system for workstations, conference rooms, and laboratories. Cabling system must be multi- functional and provide service for telephones, computers, fax machines, LANs, WANs, broad band fiber optic and coaxial systems (CATV, SATV, CCTV.), Data Centers, computer-aided design workstations, Audio Video systems (AV), and other technologies.

B. DTI Dark Fiber

The State utilizes a combination of State fiber, leased fiber and copper based services and leased dark fiber. Expanding the State's use of dark fiber is needed to meet the State's network connectivity needs and to allow the State to serve as a primary customer for the purposes of expanding and diversifying connectivity options for businesses and residences across the State.

8. PUBLIC WORKS REQUIREMENTS

Agencies requesting work through this contract must comply with Public Works requirements as defined in Delaware Code Title 29, Chapter 69, § 6960 through § 6970. Construction projects must have prior approval. Public works thresholds may apply and require alternate procurement methods for projects over $50,000.00. Projects that alter the interior/exterior of DFM managed buildings will require prior approval of the plans by Facilities Maintenance.

9. DELAWARE BROADBAND FUND GRANT

The State of Delaware has created the "Delaware Broadband Fund" (Fund) to support and enhance broadband services in the State's public schools and public libraries and for rural broadband initiatives in unserved areas of the State. The Delaware Department of Technology and Information (DTI) shall administer the Fund and distribute monies to expand broadband connectivity through a competitive grant process. Vendors capable of providing access to dark fiber and some lit fiber services will be evaluated for capability, past performance and contract and service level agreement options.

The Delaware Broadband Fund Grant application and additional information is posted at http://dti.delaware.gov/information/vendors.shtml.

ADDITIONAL TERMS AND CONDITIONS

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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 Government Support Services 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 GSS16441-DATA_CBL on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

15. PREVAILING WAGE

Prevailing wage law, 29 Del.C.§6960, is enforced by the Department of Labor and states that the specifications for every contract or aggregate of contracts relating to a public works project in excess of $500,000 for new construction (including painting and decorating) or $45,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of building or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed. (For additional information please visit: http://dia.delawareworks.com/labor-law/prevailing-wage.php)

Prevailing wages set forth in the pricing spreadsheet identify Certified and General Labor wage classifications. The term "Certified" refers to the job qualifications of a Licensed Electrician, which is defined in Delaware Code Title 24.Ch.14. § 1402. The term "General Labor" refers to the job qualifications of a Contractor, which is defined in DIVISION OF REVENUE TECHNICAL INFORMATION MEMORANDUM 93-5.

Prevailing Wage for Electricians applies to all work performed on the contract. Current Rates can be found at: https://dia.delawareworks.com/labor-law/documents/Prevailing%20Wage%20Determination%20Building%20Construction.pdf?20160315

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. http://gss.omb.delaware.gov/divisionwide/forms.shtml.