



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

March 29, 2018

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

FROM: ROXANN M. PARKER, CPPB
STATE CONTRACT PROCUREMENT SUPERVISOR
302-857-4555

SUBJECT: **AWARD NOTICE – Addendum #1 Effective July 10, 2018**
CONTRACT NO. GSS17580-TEL_DATA_SVC
TELEPHONE AND DATA TRANSPORT SERVICES

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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. INSTRUCTIONS FOR USE OF CONTRACT

The Department of Technology and Information (DTI) manages services offered under this contract. DTI supported agencies can request services by contacting their designated Customer Engagement Specialist. All Customer Engagement Specialist contact information is available at the following link:

<https://extranet.dti.state.de.us/information/pmo/cet-assignments.shtml>

Entities not supported by DTI or not found on the listing at the link above who wish to utilize the contract should contact the DTI Service Desk at DTI_ServiceDesk@state.de.us or (302) 739-9560.

Please Note: Municipalities, towns, counties, School Districts, Institutions of Higher Learning, volunteer fire departments, etc., that have the authority to utilize the contract per 29 Del. C. 6911(d) as stated above, but fall outside the purview of DTI, shall contact the vendor directly. There is no requirement or obligation for these public sector entities to engage DTI customer service. Additionally, be advised that no entities should be expected or obligated to sign additional terms and/or conditions to access the awarded contract services. However, any and/or all additional offerings or services outside the central contract award categories may be subject to additional terms and conditions and should be vetted by the entity's procurement and/or legal resources.

Definition of DSP holders – Those entities that are eligible to participate in the Tele_Data_Svcs contract per the State's guidelines, and those entities who place orders directly with Vendor. These customers do not use DTI to place their orders and accept financial responsibility to pay for the services they choose to purchase from Vendor. In most cases, DTI has placed orders for the K-12 system for data services only and most schools have ordered their voice services directly from Vendor without the assistance of DTI. When DTI places orders with Vendor, DTI accepts responsibility to pay for those services and Vendor invoices DTI directly for said services.

DSP holders are invoiced separately for the services outside of DTI control.

For Emergency service needs, DTI Service Desk should be contacted via email or telephone to ensure the quickest possible resolution at DTI_ServiceDesk@state.de.us or (302) 739-9560.

3. CONTRACT PERIOD

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Each contractor's contract shall be valid for a fifteen (15) month period from April 1, 2018 through June 30, 2019. Each contract may be renewed for three (3) 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.

4. VENDORS

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| GSS17580-TEL_DATA_SVCV01 | GSS17580-TEL_DATA_SVCV02 | GSS17580-TEL_DATA_SVCV03 |
|--|---|---|
| Verizon Business Network Services, Inc. on behalf of MCI Communications Services Inc. dba/Verizon Delaware LLC 1012 W. 8 th Ave. King of Prussia, PA 19406 Contact: Trudy Williams 610-639-4686 Trudy.williams@verizon.com FSF# 0000017451 | Lighttower Fiber Networks I, LLC 414 Manton St. Philadelphia, PA 19147 Contact: Steve Barnosky 215-280-0578 SBarnosky@Lighttower.com FSF#: 0000343634 | Comcast Business Communications, LLC 8031 Corporate Drive Baltimore, MD 21235 Contact: John Stinebaugh 410-513-0472 John_stinebaugh@cable.comcast.com FSF# pending |

5. SHIPPING TERMS

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

6. PRICING

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Prices will remain firm for the initial term of the contract. Pricing information resides with the Administrating Agency, DTI.

The vendor(s) are not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

If agreement is reached to extend this contract beyond the initial period, Government Support Services shall have the option of offering a determined price adjustment that shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

ADDITIONAL TERMS AND CONDITIONS

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7. BILLING

The successful vendor(s) are 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.

The State will pay all charges, except disputed amounts, within 30 days of receipt of invoice. State will pay a late payment charge on any amount not paid or disputed within such 30 days at the maximum allowable by applicable law 29 Del. C. §6516, currently 1% per month. A "disputed" amount is one for which the State has given the vendor written notice, objectively supported by bona fide explanation and documentation. Individual Contractor contracts contain the process for resolving any billing dispute.

8. 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.

State will pay a late payment charge on any amount not paid or disputed within such 30 days, equal to the lesser of, (a) the amount indicated in a service Attachment, or (b) the maximum 1% per month allowable by applicable law 29 Del. C. §6516. A "Disputed" amount is one for which State has given Contractor written notice, objectively supported by bona fide explanation and documentation.

Payment by procurement card (P-card) is an acceptable form of payment. The State may set up online payment, formerly known as E-billing, at no additional charge. Ad-hoc call in credit card payment is also available, but a convenience fee will apply.

9. 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.

10. ORDERING PROCEDURE

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, fax or computer on-line systems. The Contractor 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.

11. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS17580-TEL_DATA_SVC on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

12. REQUIREMENTS

This contract is issued to allow the Department of Technology and Information (DTI) to acquire local exchange voice services and transport services on behalf of the State of Delaware, its Agencies and School Districts. It shall be made available to other municipalities, commissions and other State funded entities/non-profits that are authorized to participate in contracts for services.

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.

13. HOLD HARMLESS

The contractor(s) 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 negotiated Contract.

14. NON-PERFORMANCE

In the event the contractor(s) 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 based on the individual negotiated terms for each 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.

15. 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.

16. 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>.