



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

September 1, 2019

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

FROM: Michael Bacu
State Contract Procurement Administrator
(302) 867-4522

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS19861-TWR_MAINT
Communication Tower Maintenance

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1. OVERVIEW

The mission of the Delaware State Division of Communications is to promote public safety through the installation, removal, repair, modification, and alignment of the State's communication systems and electronic equipment, in-shop, and at remote locations throughout the state.

The State has contracted with qualified vendor(s) to perform maintenance, inspection, and repair services for Division of Communications tower assets located throughout the state. Services are divided into two categories:

- Tower Services
- Fire Suppression System Services

2. MANDATORY USE CONTRACT

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.

3. CONTRACT PERIOD

Each contractor's contract shall be valid for a three (3) year period from **September 1, 2019 through August 31, 2022**. 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.

4. VENDORS

| Tower Services | Fire Suppression System Services |
|--|--|
| <p>Stellar Communication Systems, Inc. PO Box 417 Millsboro, DE 19966</p> <p>FSF ID: 0000033707 GSS19861-TOWER_MAINTV01</p> <p>Terry Dalton terry@stellartowers.com 302.245.3550</p> | <p>Wayman Fire Protection, Inc. 403 Mecco Drive Wilmington, DE 19804</p> <p>FSF ID: 0000025009 GSS19861-TOWER_MAINTV02</p> <p>Alisha Bryson receptionist@waymanfireprotection.com 302.994.5757</p> |

5. SHIPPING TERMS

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

6. PRICING

Cost Proposal Tower Services

| Description | Quantifier | Non-Prevailing Wage Cost | Prevailing Wage Cost |
|-------------------|------------------|--------------------------|----------------------|
| Qualified Climber | Per Day | \$ 1,960.00 | \$ 1,960.00 |
| Qualified Climber | Per Hour | \$ 245.00 | \$ 245.00 |
| Materials | % off List Price | % | % |
| | | | |

Fire Suppression System Services

| Description | Quantifier | Non-Prevailing Wage Cost | Prevailing Wage Cost |
|--------------------------------------|------------------------------|--------------------------|----------------------|
| Semi-Annual Inspection | Per location, per inspection | \$ 275.00 | \$ 275.00 |
| Hourly rate for repairs, Fire Alarms | Per Hour | \$ 115.00 | \$ 135.00 |
| Hourly rate for repairs, Sprinklers | Per Hour | \$ 115.00 | \$ 135.00 |
| Materials | % off List Price | 60 % | 60 % |
| | | | |

7. 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.

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.

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

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.

11. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS19861-TWR_MAINT 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

Tower Service Requirements

Personnel

Provide qualified tower crew for a full day.

Response Times

1-hour dispatch and arrival at location within 4-hours to declared Public Safety Emergencies

4-hour dispatch to public safety outages

1-Business Week response to routine requests

State Policies

Tower maintenance and inspections must be coordinated through the Division of Communications Regional Supervisors and/or Communications Systems Manager prior to work being accomplished.

Tower Inspection

A comprehensive report on the following items is required from tower inspections:

- Structure Condition
- Finish
- Lighting
- Grounding
- Appurtenances i.e. mounts, antennas, lines
- Insulators
- Guys
- Concrete Foundations
- Guyed Mast Anchors
- Structure Alignment

Sample Report

A sample inspection report will be included with the vendor proposal of this RFP.

Troubleshooting

- Network Analysis
- Transmission Lines
- Tower Lighting

Maintenance/Repair

Transmission Lines
Tower Lighting and Associated Cabling
Microwave Dish Alignments
CAD Welding
Structural Modifications
Miscellaneous Hardware Replacement
Removal and Disposal of Legacy Hardware
Bird mitigation

State Approval Process

All tower maintenance must be approved the Director of Communications or his/her designee prior to work being accomplished. The use of any third party vendors must be disclosed to the Division of Communications.

Fire Suppression System Requirements

Compliance

Vendors and technicians must be in compliance with current National Fire Protection Association (NFPA) standards and State Fire Marshal Codes.

Frequency

Semi-Annual Inspection is needed for DivComm Tower Fire Suppression Systems throughout the State.

Sample Report

A sample inspection report will be included with the vendor proposal of this RFP.

Systems

Each site has a FM-200 Halon system with an additional ABC hand-held extinguisher. Services to additional systems as required are allowed only if State Policies identified below are followed.

Locations

Number of locations in each county are identified below. Specific locations will be provided to the awarded vendor(s) after award as required.

20 - New Castle County

9 - Kent County

13 - Sussex County

Response Times

1-hour dispatch and arrival at location within 4-hours to declared Public Safety Emergencies

4-hour dispatch to public safety outages

1-Business Week response to routine requests

State Policies

Tower Fire Suppression system inspections must be coordinated through the Division of Communications Regional Supervisors and/or Communications Systems Manager prior to work being accomplished.

Travel Times

Travel time and expenses are to be included in pricing as an integral part of the service and not billed separately

Repairs

Repairs are authorized under the resulting agreement. Labor costs and materials cost must be authorized by the Division of Communications Regional Supervisors and/or Communications Systems Manager prior to work being accomplished.

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 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.

14. 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.

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.

Award Notice

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- 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>.