



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

February 27, 2013

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

FROM: WILLIAM W. PICKRUM
DEPUTY DIRECTOR, GOVERNMENT SUPPORT SERVICES
302-857-4501

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS13685-TRAF_EQUIP
Traffic Control Equipment

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OF
KEY CONTRACT INFORMATION

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KEY CONTRACT INFORMATION

1. CONTRACT USE:

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- a. **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.
- b. Under Title 29 §6933, The State of Delaware is authorized to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of materiel or nonprofessional services with 1 or more public procurement units either within the State or within another state in accordance with an agreement entered into between the participants.
- c. A competitive bidding and selection process was conducted by the State of Pennsylvania. The State of Pennsylvania and Contractor(s) established a contract for the purchase of traffic control equipment on or around September 14, 2012 (hereinafter, "Master Agreement")
- d. Traffic Control Equipment is hereby defined as equipment designed to warn o traffic conditions and/or control traffic and includes: Arrow Panels, Portable Changeable Message Signs, Speed Display Signs, Traffic Alert Radio, Automated Flagger Assistance Device, and Temporary Traffic Signals.

2. CONTRACT PERIOD:

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The contractor's contract shall be valid through September 30, 2013. Each contract may be renewed for four (4) additional one (1) year period through negotiation between the contractor, the State of Pennsylvania and Government Support Services.

3. VENDOR:

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State of Pennsylvania Contract # 4400010329
FSF Vendor ID: 0000167477
Trafcon Industries Inc.
81 Texaco Rd
Mechanicsburg, PA 17050-2623
POC: Mark MacSkimming or John Hawkins
Phone: 717-691-8007
Fax: 717-697-0813
Email: markmac130@aol.com or johnh@trafcon.com
Website: www.trafcon.com

4. SHIPPING TERMS:

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

5. DELIVERY AND PICKUP:

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All units must be delivered within 120 calendar days after receipt of the purchase order. In the event that delivery would be projected to exceed the 120 calendar day time period, the supplier shall notify the ordering agency at which time the ordering agency may make determination to allow delivery time frame extension or to cancel the order. The contractor shall then only proceed with the order after receiving written authorization from the ordering agency.

6. PRICING:

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Prices will remain firm for the term of the initial contract year.

ADDITIONAL TERMS AND CONDITIONS

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7. TRAINING:

Awarded supplier must provide one on-site (7.5 hours) operator and mechanic training session upon delivery of each unit (price to be included in unit price bid).

8. MANUALS:

The vendor shall furnish all applicable manuals per unit:

1 Operator's

1 Parts

1 Service

1 Engine

1 Transmission (automatic or manual)

1 Body and sub-frame (parts and service)

1 Complete set of manuals for any additional items/equipment added to any specific piece of Traffic control Equipment

The manuals listed shall be official O.E.M. publications supplemented with technical manuals for all components as published by sub-vendors/manufacturers.

Parts Manual presented must be relative to "all" items utilized to build these units, with appropriate part numbers.

Delivery of these manuals shall be completed within a maximum of 90 days after the unit is accepted.

Manuals may be supplied on CD disc in lieu of paper manuals.

9. 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.

10. 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.

11. 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.

12. 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.

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

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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>.