



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

April 26, 2017

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 5/1/2019**
CONTRACT NO. GSS17626-ERVEH_WARN
Emergency Vehicle Warning Systems & Equipment

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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 May 1, 2017 to April 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.

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three (3) months after the term of the full contract has been completed.

Addendum #3 extends the contract for one (1) additional year through April 30, 2020. All other terms and conditions remain the same.

3. VENDORS

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GSS17626-ERVEH_WARNV01	GSS17626-ERVEH_WARNV02
10-75 Emergency Lighting 14 First Ave, Unit 3 Haskell, NJ 07420 Phone: 877-614-7187 Fax: 877-614-7187 Ryan Dodd rdodd@1075vehicles.com FSF # 0000334369	Arrow Safety Device Company 123 Dixon Street Selbyville, DE 19975 Phone: 302-856-2516 Fax: 302-856-1549 David Speier Dspeier@arrowsouthpenn.com FSF # 0000086410

<p>GSS17626-ERVEH_WARNV03</p> <p>Brekford Vehicle Services /dba Global Public Safety 7020 Doresy Road, Suite C Hanover, MD 21076 Phone: 443-557-0200 ext 143 Fax: 443-557-0201 Ronnie Cooke Ronnie.cooke@globalpublicsafety.us FSF # 0000334881</p>	<p>GSS17626-ERVEH_WARNV04</p> <p>Code 3, Inc. 10986 NORTH WARSON RD ST. LOUIS, MISSOURI 63114-2029 Phone: 504-235-2938 Fax: Jonny Carroll Jonny.carroll@CODE3ESG.COM FSF # 0000115541</p>
<p>GSS17626-ERVEH_WARNV05</p> <p>Delmarva Communications, Inc. 113 J AND M Drive New Castle, Delaware. 19720 Phone: 302-324-1230 Fax: 302-324-1238 Jeff Tillinghast jeff.tillinghast@delmarvacom.com FSF # 0000027176</p>	<p>GSS17626-ERVEH_WARNV06</p> <p>Emergency Accessories and Installation 250 Haddonfield-Berlin Rd Cherry Hill N.J. 08034 Phone: (856) 214-0758 Fax: (856) 488-1915 Richard Coyle rcoyle@eaiupfit.com FSF # 0000118225</p>
<p>GSS17626-ERVEH_WARNV07</p> <p>General Sales Administration t/a Major Police Supply 47 N. Dell Avenue Kenvil, NJ 07847 Phone: 973-584-7714 Fax: 973-584-5022 Bob Merten bmerten@majorpolicesupply.com FSF # 0000118315</p>	<p>GSS17626-ERVEH_WARNV08</p> <p>Magnum Electronics, Inc 927 HORSEPOND ROAD DOVER, DE 19901 Phone: 302-734-9250 Fax: 302-734-1056 Bill Ridenour bill.ridenour@magnumelectronics.com FSF # 0000004196</p>
<p>GSS17626-ERVEH_WARNV09</p> <p>Mall Chevrolet 75 Haddonfield Road Cherry Hill, NJ 08002 Phone: 856-662-7000 x 127 Fax: 856-504-0108 Richard DiRenze fleetman13@gmail.com FSF # 0000016553 FSF # 0000030408</p>	<p>GSS17626-ERVEH_WARNV10</p> <p>Sagamore Lights, Inc. 190 ADAMS AVENUE HAUPPAUGE, NY 11788 Phone: 631-715-3075 Fax: 631-669-2135 Chris Mollish CHRISJR@MMC.NET FSF # 0000335167 FSF # 0000026765</p>

GSS17626-ERVEH_WARNV11	GSS17626-ERVEH_WARNV12
TESSCO, Inc. 11126 McCormick Rd. Hunt Valley, MD 21031-1494 Phone: (800) 472-7373 Fax: (410) 527-0005 Desmond Esteves capturemgt@tessco.com FSF # 0000030408	Tri-State Battery 107 H Albe Drive Newark, Delaware 19702 Phone: 302-292-2330 Fax: 302-292-2313 Gary Sutch III gsutch@tristatebattery.com FSF # 0000026765

Addendum #3 removes Mall Chevrolet and TESSCO, Inc. from the contract as vendors effective May 1, 2019.

4. SHIPPING TERMS

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

5. DELIVERY AND PICKUP

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N/A

6. PRICING

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Prices will remain firm for the term of the contract year. Pricing is accessible through the hyperlink provided on this contract's details page.

The pricing spreadsheet shows the awarded catalog and discount by vendor. Only vendors listed with a discount for a catalog should be utilized to purchase from that catalog.

ADDITIONAL TERMS AND CONDITIONS

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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 GSS17626-ERVEH_WARN 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 cover the EMERGENCY VEHICLE WARNING SYSTEMS AND EQUIPMENT requirements for all State Agencies and shall be accessible to any School District, Political Subdivision or Volunteer Fire Company.

- A. This contract is intended to cover the State's requirements for vehicle emergency and exterior lighting, sirens, prisoner cages, laptop stands, consoles, gun racks, tool boxes, first-aid kits, fire extinguishers, emergency and service vehicle lighting, and any related equipment for supplying and equipping state agency vehicles.
- B. This contract is intended to cover all types of agency vehicles, including; police cars, ambulances, fire department vehicles, pickup trucks, utility vehicles, bucket trucks, dump trucks, construction equipment, ATVs, trailers, boats, buses, and bicycles.

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.
- 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

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possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.