



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

February 20, 2014

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. GSA13024SURVEYEQUIP
Survey Equipment

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KEY CONTRACT INFORMATION

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

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- a. 29 Del. C. § 6935 authorizes Government Support Services to enter into contracts which will enable agencies and local governments to purchase materiel at prices approved by the General Services Administration. This agreement is consistent with GSA's authorization to allow state governments to purchase under their Cooperative Purchasing program.
- b. This is not a mandatory use contract under 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 through February 14, 2019.

3. VENDORS

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GSA Contract: GS-07F-5588P
FSF ID: 0000035280
Trimble Navigation Limited
DBA Trimble Engineering
5475 Kellenburger Rd
Dayton, OH 45424-1013
Contact: Conrad Sinclair or Colleen Bean
Phone: 706-761-8592 or 303-635-8554
Fax: 706-761-8592
Email: conrad_sinclair@trimble.com or colleen_bean@trimble.com
Website: www.trimble.com

4. SHIPPING TERMS

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FOB Destination via ground freight. Overnight or 2-day shipping available upon request at additional cost.

5. DELIVERY AND PICKUP

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30 days ARO.

6. PRICING

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

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 CONTRACT NO. GSA13024SURVEYEQUIP
 Survey Equipment

GLOBAL POSITION SYSTEMS	Discount
Mapping & GIS/HW & SW	10%
5700/5800/R3/R6/R7/R8/NetR9/R10/GNSS	10%
Survey GPS Controllers & Radios	10%
Software, Accessories, Warranty Ext.	10%
GPS Vehicle Tracking Systems	15%
SURVEYING EQUIPMENT	Discount
5600/S6/S8 & all Series Total Stations	10%
M3 Series Total Stations	10%
Construction Instruments	30%
Heavy Construction Equipment	30%
Nikon	30%
Automatic Levels	30%
SURVEY EQUIPMENT	Discount
5600/S6/S8 & all Series Total Stations	10%
M3 Series Total Stations	10%
Construction Instruments	30%
Heavy Construction Equipment	30%
Nikon	30%
Automatic Levels	30%
DNI Digital Levels & Accessories	10%
Terramodel	20%
Post Purchase Calibration	10%
Service Agreement	10%
Technical Training and Support	10%

Equipment maintenance and repair available Equipment Maintenance Management Program, Contract No. [GSS09582-EQUIPMAINT](#) at discounts greater than above. This is a mandatory use contract.

Vehicle tracking systems are available on Contract No. [GSS11555-VEHICLE TRACK](#), Vehicle Tracking System. This is a mandatory use contract.

ADDITIONAL TERMS AND CONDITIONS

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7. Warranty

Trimble Navigation Limited Commercial Warranty

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

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- 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>.

ATTACHMENT A

Part numbers on the contract:

Trade-in's require preapproval by Trimble to verify eligibility of discounts and product purchased.

49520-00	Trade-in Credit GPSBase-GPSNet
51039	MGIS ArcPad SW
55910-00	MGIS Trade-in credit
55910-10	MGIS Trade-in credit
55910-20	MGIS Trade-in credit
55910-30	MGIS Trade-in credit
55910-40	MGIS Trade-in credit
55910-45	MGIS Trade-in credit
55910-50	MGIS Trade-in credit
TRADEIN-GEOXR	Trade-in for Trimble M3
TRADEIN-M3	Trade-in for Trimble M3
TRADEIN-R4	Trade-in for Trimble R4
TRADEIN-R5	Trade-in for Trimble R5
TRADEIN-R6	Trade-in for Trimble R6
TRADEIN-R7	Trade-in for Trimble R7
TRADEIN-S3	Trade-in for Trimble S3
TRADEIN-S6	Trade-in for Trimble S6
TRADEIN-S8	Trade-in for Trimble S8
TRADEIN-TCU	Trade-in for Trimble TCU
TRADEIN-TSC3	Trade-in for Trimble TSC3
TRADEIN-VX	Trade-in for Trimble VX
90392-00	MGIS SW conversion
90329-00	MGIS SW conversion

Attachment B

Individual parts are on GSA Advantage.

R8GNSSRTK-KT	R8 GNSS RTK GPS w/TSC2 kit
S6ROBOT-KT	S6 Robotic w/TSC2 kit
S3TSC2K-11	S3 Autolock s/SC Total Station kit
TLC-Expense	Trimble training expense (for quoting/billing only)
GL722-K	Dual Grade Laser Kit
SPSBASE-K	GPS Base Station Kit
CAT120M-IN-K-CAT	CAT 120M Motograder installation Kit
CATD6KT-CO-K-CAT	CAT D6K or T Dozer Installation Kit
CAT120M-CAB-K	CAT 120M Laser, GPS, Sonic System
CATD6KT-CAB-K	CAT D8K or D6T Laser, GPS System