

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
USA

# CONTRACT



**Vendor ID 0000010856**  
**Traffic Parts Inc**  
**PO Box 837**  
**Spring TX 77383**  
**USA**

<b>Contract ID</b> 00000000000000000000000030138		Page 1 of 5
<b>Contract Dates</b> 09/19/2015 to 09/18/2017		<b>Origin</b> CPS
<b>Description:</b> CPS-TRAFFIC SIGNAL EQUIPMENT		<b>Contract Maximum</b> \$9,999,999.00
<b>Buyer Name</b> Berini,Brian Jon	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		SIGNALS	EA	0.01000	0.00	0.00
	SIG-TPY(B)-305-CTN-JVN-0A	\$211.40				
	SIG-TPY(B)-375-CTN-JVN-0A	\$226.57				
	SIG-TPY(B)-446-CTN-JVN-0A	\$291.82				
	SIG-TPY(B)-4C6-CTN-JVN-0A	\$301.27				
	SIG-TPY(B)-586-CTN-JVN-0A	\$366.75				
	SIG-TPY(B)-596-CTN-JVN-0A	\$366.75				
2		LENSES	EA	0.01000	0.00	0.00
	1300 12" RED BALL	\$42.60				
	1301 12" AMBER BALL	\$46.00				
	1302 12" GREEN BALL	\$43.25				
	1303 12" GREEN ARROW	\$52.65				
	1304 12" AMBER ARROW	\$47.15				
	1305 12" RED ARROW	\$46.50				
3		BACKPLATES	EA	0.01000	0.00	0.00
	591 BACKPLATE ABS, 3S, 12" 5" BORDER	\$129.05				
	774 BP, ABS .125X24X64 GLOS BLK, UV STABILIZED	\$56.44				
	872 BLANK, LEXAN, .093X24X52 BLACK UV STABILIZED	\$57.88				
	1004 BACKPLATE, AL, 3S, 12" 5" BORDER	\$119.14				
	1243 BACKPLATE, ABS, 4S 12" 5" BORDER	\$142.09				
	1568 BACKPLATE, ABS, 4S 12" 5" BORDER	\$172.90				
	1569 BACKPLATE, AL, 4S 12" 5" BORDER	\$145.87				
	1724 BACKPLATE, ABS, 5S, 12" 5" BORDER	\$161.94				
	1784 SCREW, TYP25, 10-123/8 BLK STL, CAPTIVE WSHR, BAG 13	\$2.42				
	1785 SCREW, TYP25, 10-123/8 BLK STL, CAPTIVE WSHR, BAG 21	\$3.92				
	1786 SCREW, SHMET, 10-13X1/2, BLK STL CAPTIVE WSHR, BAG 13	\$2.27				
	1787 SCREW, SHMET, 10-13X1/2, BLK STL CAPTIVE WSHR, BAG 21	\$3.65				
	1982 BACKPLATE, AL 2S 12" 5" BORDER EAGLE	\$91.57				
	2038 BACKPLATE, AL, 4S 12" CH 1 PC 1-3/8 PLUMB LVRD	\$143.67				
	2039 BACKPLATE, AL, 5s 12" CH 1 PC 1-3/4 PLUMB LVRD	\$151.67				
	2492 BLANK LEXAN .093X48X52 BLACK UV STABILIZED	\$115.76				
	2507 BACKPLATE, AL 5S EZCLST CH 2 PC 5" BDR, NO LVR NOTCHED	\$303.91				
	2640 BACKPLATE, AL 3S CH 1PC HAWK STYLE LOUVERED	\$304.36				
	2641 BACKPLATE, AL 5S, CH EZCLST 2 PC 5" BDR, NO LVRS FULL FRAME	\$233.63				
	2694 BACKPLATE, PC 5S CLST 5" BORDER, NOTCHED CORNERS	\$240.49				
	2695 BACKPLATE, AL 4S, 12" 5" BORDER LOUVERED	\$158.10				
	2696 BACKPLATE, AL 5S, 12" 5" BORDER, LOUVERED	\$170.24				
	2697 BACKPLATE, AL, 3S 12" 5" BORDER LOUVERED	\$145.67				
	2788 BACKPLATE, AL 1S 8" 8" BORDER	\$164.27				
	2792 BACKPLATE, AL 1S 12" 8" BORDER	\$89.85				
	2793 BACKPLATE, AL 2 12" CH 1PC RIVETED FLAT .093	\$89.51				
	2798 BACKPLATE, AL, 3S COMBO 5" BORDER 12-8-8	\$119.83				
	3255 BACKPLATE, AL, 3S 12" 3M LOUVERED	\$188.87				
	3257 BACKPLATE, AL 2S 8" 5" BORDER	\$72.66				
	3260 BACKPLATE, AL, 5S CLSTR 5" BORDER LOUVER	\$274.97				
	3261 BACKPLATE, AL 3S 8" 8" BORDER LOUVER	\$86.42				
	4056 BACKPLATE, ABS 3S PLUMB, 12' 1 PC VAC FORM 3.5MM CH ONLY	\$119.41				
	4057 BACKPLATE, ABS 3SPLUMB 12" 1 PC VAC FORM 3.5MM LOUVER CH ONLY	\$166.14				
	4085 BACKPLATE, ABS 3S 12" 1 PC VAC FORM 3.5MM LOUVER	\$105.95				
	4087 BACKPLATE, ABS, 4S, 12" 1 PC VAC FRM, 3.5MM LOUVER	\$128.78				
	4088 BACKPLATE, ABS, 5S, 12" 1 PC VAC FRM, 3.5MM LOUVER	\$155.03				
	4089 BACKPLATE, ABS, 3S PLUMB 12" FILLER STRIP KIT, ABS	\$19.24				
	4146 BACKPLATE, AL, 1S, 12" CH 1 PC RIVET FLT .093 LOUVER	\$105.01				

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<b>Contract Status</b> Approved	

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
4272	SCREW, SMS SLOT PLATED #10-12X1/2, HEX HEAD W/WASHER			\$0.11		
4484	BACKPLATE, ABS, 3S 12" 1 PC VAC FORM 3.5MM			\$70.35		
4485	BACKPLATE, ABS, 4S 12" 1 PC VAC FORM 3.5MM			\$85.37		
4486	BACKPLATE, ABS, 5S, 12" 1PC, VAC FORM 3.5MM			\$103.85		
5297	BACKPLATE, AL, 3S 12" CH 1 PC			\$89.42		
5298	BACKPLATE, AL 3S, 12" CH 1PC 1-3/8 PLUMB			\$95.51		
5299	BACKPLATE, AL 4S, 12" CH 1 PC			\$124.60		
5300	BACKPLATE, AL 5S 12" CH 1 PC			\$145.74		
5330	BACKPLATE, AL, 3S 12" CH 1 PC LOUVERED V SIG			\$102.72		
5331	BACKPLATE, 3S 12" CH 1 PC 1-3/4" PLUMB LOUVERED			\$108.79		
5332	BACKPLATE, AL 4S 12" CH 1 PC LOUVERED V SIG			\$137.88		
5333	BACKPLATE, AL 5S 12" 1 PC LOUVERED V SIG			\$159.02		
5334	BLANK, SIGN .050X24X52 ALODINE, STD RAD, NO HOLES			\$39.97		
5335	BLANK, SIGN .050X24X64 ALODINE, STD RAD, NO HOLES			\$48.20		
5336	BLANK SIGN .050X24X78 ALODINE, STD RAD NO HOLES			\$58.81		
5479	BLANK ABS .125X24X80, BLACK UV STABILIZED			\$89.58		
5498	WASHER, FLAT, STAINLES #10 BLACK			\$0.18		
5626	BACKPLATE, AL, 3S 12" CH 1 PC LOUVERED H SIG			\$102.72		
5627	BACKPLATE, AL 4S 12" CH 1 PC LOUVERED H SIG			\$137.88		
5628	BACKPLATE, AL 5S, 12" CH 1 PC LOUVERED H SIG			\$159.02		
5794	WASHER, BACKPLATE BLACK OXIDIZED STEEL			\$0.21		
5798	WASHER, FLATE BLACK OXIDE #10			\$0.05		
5848	BACKPLATE, PC 3S 12" CH 1 PC NO SCREWS FLT .093			\$65.47		
6124	BACKPLATE, PC 3S 12" EAGLE 1 PC NO SCREWS, FLT .093			\$65.47		
6153	BACKPLATE, PC 3S 12" TCON 1 PC NO SCREWS FLT .093			\$65.47		
6307	BACKPLATE, PC 5S CLSTR CH 1 PC NO SCREWS FLT .093			\$177.27		
6388	BACKPLATE 3S 12" AUTO 1 PC NO SCREW FLT .093			\$65.47		
6761	BACKPLATE AL, 1S 12" CH 1 PC 5" BORDER W/RIVETS			\$82.28		
6762	BACKPLATE, PC 1S 12" CH 1 PC, 5" BORDER W/RIVETS			\$46.10		
6763	BACKPLATE, PC 4S 12" CH 1 PC NO SCREWS FLT .093			\$96.47		
6764	BACKPLATE, ABS, 5S 12" CH 1 PC 5" BORDER			\$111.97		
6765	BACKPLATE, PC 2S 12" CH 1 PC 5" BORDER W/RIVETS			\$55.57		
6804	BACKPLATE, AL, 5S CLSTR CH 1 PC 5" BORDER, LOUVER			\$274.97		
6982	BACKPLATE PC 3S 12" CH 1 PC RIVETED FLT .093			\$57.12		
7046	BACKPLATE, AL 3S 8" CH 1 PC 5" BORDR LOUVERED			\$119.83		
7047	BACKPLATE, AL 3S 8" CH 1 PC 5" BORDER			\$104.33		
7048	BACKPLATE, PC 3S 8" CH 1 PC BORDER FLAT.093			\$65.47		
7055	BACKPLATE, PC 5S EZCLST, CH 1 PC NO SCREWS FLAT .093			\$177.27		
7183	BACKPLATE, PC 3S 12" MCC 1 PC NO SCREWS FLT .093			\$65.47		
7217	BACKPLATE, PC 3S 12" .093 1 PC AUTO/EAG, NO SCREWS			\$81.48		
7336	BACKPLATE, AL 5S 12" CH 1 PC, 5" BORDER 2X3 LVR			\$343.70		
7386	BACKPLATE, AL 5S EZCLST, CH 1 PC 5" BORDER LOUVER			\$274.97		
7610	BLANK, AL .050X48X54 ALODINE, NO HOLES			\$81.35		

SEE ATTACHED OPTION SHEETS AND CONFIGURATION CODES

**CONTRACT TERMS AND ADDITIONAL INFORMATION**

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED SEPTEMBER 1, 2015 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS.

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<b>Buyer Name</b> Berini,Brian Jon	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

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SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

- REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
- REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
- REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
- REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

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AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

PERFORMANCE / CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR AN INITIAL TWO (2) YEAR TERM, WITH OPTIONS TO EXTEND FOR TWO ADDITIONAL ONE-YEAR PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

### PERFORMANCE MEASUREMENTS

1. DELIVERY IS REQUIRED WITHIN TWO WEEKS OF ACCEPTANCE OF A PURCHASE ORDER, UNLESS THE CONTRACTOR HAS ADVISED THE CUSTOMER ON AN ALTERNATE DELIVERY SCHEDULE (EXAMPLE-LONGER LEAD-TIME DUE TO MANUFACTURING CYCLE WHEN ORDERED FROM OEM). THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%; THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTORS PROMISED DELIVERY DATE TO THE STATE CONTRACT MANAGER. CONTRACTORS DELIVERY PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE STATE OF VERMONT (SOV) AND THE CONTRACTOR.
2. THE CONTRACTOR MUST COMPLETE THE REPORTING REQUIREMENTS OUTLINED IN THE RFP AND IN THIS CONTRACT, A FAILURE BY THE CONTRACTOR TO COMPLETE THEIR QUARTERLY REPORTING ON TIME IN TWO CONSECUTIVE QUARTERS WILL RESULT IN A CONTRACT REVIEW WITH POTENTIAL CONSEQUENCES AS SEVERE AS TERMINATION.
3. ORDERING - SUPPLIER MUST RESPOND TO CUSTOMERS REQUESTS FOR TECHNICAL INFORMATION, PRICING, AND DELIVERY INFORMATION WITHIN 48 HOURS OR LESS OF THE FIRST CONTACT BY THE CUSTOMER. THE CUSTOMER WILL REQUIRE A 99% COMPLIANCE TO THIS REQUIREMENT, WITH THE CUSTOMER REPORTING ANY CONTRACTOR NON-COMPLIANCE TO THE STATE CONTRACT MANAGER. THE CONTRACTORS CUSTOMER RESPONSE PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE SOV AND THE CONTRACTOR.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

BRIAN BERINI  
SENIOR PURCHASING AGENT  
PHONE: 802-828-2217  
FAX: 802-828-2222  
brian.berini@vermont.gov

SALES POC INFORMATION:

JONI FEXER  
800-345-6329  
joni@trafficparts.com

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**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

**By the STATE of VERMONT**

**By the CONTRACTOR**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_