STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

October 27, 2010

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

FROM: PETER KOROLYK
STATE CONTRACT PROCUREMENT OFFICER
302-857-4559

SUBJECT: **AWARD NOTICE – ADDENDUM #4 – Effective March 8, 2012**
CONTRACT NO. GSS10013-POLICEVEH
POLICE PURSUIT VEHICLES – MODEL YEAR 2011 OR LATER

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OF
KEY CONTRACT INFORMATION

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

Award Notice – Addendum #4
Contract No.: GSS10013-POLICEVEH

Addendum #1 updates the final order dates for each specification.

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 one (1) year period from November 1, 2010 through October 31, 2011. Each contract may be renewed for two (2) additional 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.

Addendum #2 extends the contract for one (1) additional year with Mall Chevrolet for awarded Specifications B, D and E. The contract with Mall will now extend through October 31, 2012.

3. VENDORS:

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~~**Chas S. Winner dba Winner Ford**~~ ~~**250 Haddonfield Berlin Rd**~~ ~~**Cherry Hill, NJ 08034**~~ ~~**POC: Richard Coyle**~~ ~~**Phone: 856-428-4000**~~ ~~**Fax: 856-428-4718**~~ ~~**Email: rcoyle@winnerford.com**~~ ~~**FSF: GSS10013-POLICEVEHV01**~~ ~~**Awarded: Specification A**~~	**Mall Chevrolet** **75 Haddonfield Rd** **Cherry Hill, NJ 08002** **POC: Richard DiRenzo** **Phone: 856-449-9254** **Fax: 856-504-0108** **Email: ret2600@gmail.com** **FSF #: 0000016553** **Awarded: Specification B, D & E**

3. VENDORS: (cont'd)

~~**Hertrich Fleet Services**~~ ~~**1427 Bay Road**~~ ~~**Milford, DE 19963**~~ ~~**POC: Russ Evans**~~ ~~**Phone: 302-422-3300**~~ ~~**Fax: 302-839-0555**~~ ~~**Email: revans@hertrichfleet.com**~~ ~~**FSF: GSS10013-POLICEVEHV03**~~ ~~**Awarded: Specification C & F**~~	

4. SHIPPING TERMS:

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

5. DELIVERY AND PICKUP:

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A vehicle may not be driven more than 200 miles from the awarded vendor's place of business to the ordering agency for inspection and receipt, or the vehicle shall not be accepted. A waiver can be requested through Government Support Services on special vehicles which require delivery to sub-contractors. If the awarded vendor uses a towing device to tow another vehicle to the inspection, the towing device may not be attached in a way that holes are drilled in the bumpers of the vehicles being towed. Drilling of holes in the vehicle bumpers is not permitted. Any bumper with damage caused by a towing device will be replaced by the awarded vendor at no charge to the State. If a vehicle is being towed by another vehicle, the vehicle being towed must have the drive shaft disconnected to eliminate unnecessary mileage.

6. PRICING:

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

~~Winner Ford~~	
~~SPECIFICATION A – Ford Crown Victoria (CVPI)~~	
~~BASE PRICE~~	~~**$20,289.15**~~
~~MFG MODEL CODE & OPTION CODES (if known)~~	~~P7B/720A/IN, 99V, 44Q, 425, 53M, 64N, 67B, 96B~~
-	-
~~OPTIONAL EQUIPMENT (MFG OPTION CODE)~~	~~CONTRACT PRICE~~
~~EQUIPMENT CD~~	~~$170.00~~
~~FULL CARPETING AND OEM FLOOR MATS (128)~~	~~$105.00~~
~~CLOTH, REAR SEATS (HN)~~	~~($57.00)~~
~~INSTALL FRONT DOOR TRIM~~	~~NO CHARGE~~
~~DAYTIME RUNNING LIGHTS - PERMANENTLY OFF~~	~~NO CHARGE~~
~~POWER PIGTAIL (179)~~	~~$21.00~~
~~REMOTE KEYLESS ENTRY FOB (14R)~~	~~$214.00~~
~~% DISCOUNT OFF ALL OTHER OPTIONS~~	~~16.00%~~
-	-
~~WARRANTY - BASIC~~	~~3 YR / 36K MILE~~
~~WARRANTY - POWERTRAIN~~	~~5 YR / 60K MILE~~
~~EPA RATING (City / Hwy)~~	~~14 / 21~~
~~DELIVERY DAYS A.R.O.~~	~~90 TO 150 DAYS~~
~~FINAL ORDER DATE~~	~~**3/1/2011**~~

Ford has ceased production of the Crown Victoria (CVPI). The model is longer available for order.

Mall Chevrolet	
SPECIFICATION B – Chevrolet Impala	
BASE PRICE	**$19,295.00**
MFG MODEL CODE & OPTION CODES (if known)	1WS19-NE1-LGD-MXO-3FL-9C1-AR9-19E-U1C-6A3-6N5-7Y6-N81
OPTIONAL EQUIPMENT (MFG OPTION CODE)	CONTRACT PRICE
EQUIPMENT CD	
FULL CARPETING AND OEM FLOOR MATS (B34)	$72.00
CLOTH, REAR SEATS (19E)	$0.00
INSTALL FRONT DOOR TRIM (B86)	$90.00
DAYTIME RUNNING LIGHTS - PERMANENTLY OFF (9G8)	$0.00
POWER PIGTAIL (Std)	$0.00
% DISCOUNT OFF ALL OTHER OPTIONS	10.50%
WARRANTY - BASIC	3 YR / 36K MILE
WARRANTY - POWERTRAIN	5 YR / 100K MILE
EPA RATING (City / Hwy)	17 / 27
DELIVERY DAYS A.R.O.	90 - 120 DAYS
FINAL ORDER DATE	**4/19/12**

Dodge Chargers police vehicles have been rebid by Government Support Services. Agencies interested in viewing the current Dodge Charger pricing and vendor information should refer to the Award Notice for Contract No. GSS11013A-POLICEVEH.

~~Hertrich Fleet Services~~	
~~SPECIFICATION C – Dodge Charger~~	
~~BASE PRICE~~	~~**$22,997.00**~~
~~MFG MODEL CODE & OPTION CODES (if known)~~	~~LDDE48~~
-	-
~~OPTIONAL EQUIPMENT (MFG OPTION CODE)~~	~~CONTRACT PRICE~~
~~EQUIPMENT CD~~	~~N/A~~
~~FULL CARPETING AND OEM FLOOR MATS~~	~~($67.00)~~
~~CLOTH, REAR SEATS~~	~~($107.00)~~
~~INSTALL FRONT DOOR TRIM~~	~~N/A~~
~~DAYTIME RUNNING LIGHTS - PERMANENTLY OFF~~	~~N/A~~
~~POWER PIGTAIL~~	~~N/A~~
~~% DISCOUNT OFF ALL OTHER OPTIONS~~	~~0.00%~~
~~WARRANTY - BASIC~~	~~3 YR / 36K MILE~~
~~WARRANTY - POWERTRAIN~~	~~5 YR / 100K MILE~~
~~EPA RATING (City / Hwy)~~	~~16/25~~
~~DELIVERY DAYS A.R.O.~~	~~60 - 120 DAYS~~
~~FINAL ORDER DATE *~~	~~**4/29/11**~~

Mall Chevrolet	
SPECIFICATION D – Chevrolet Tahoe PPV 4x2	
BASE PRICE	**$24,515.00**
MFG MODEL CODE & OPTION CODES (if known)	CC10706-PPV-LMG-MYC-GU4-C3J-1FL-QV9-QVT-A95-19C-US8-6J1-K47-PZZ V76-ZVT-AG2-ATD-6N5-6B2-6N6-UEO-VPV-6C5-9N5-5T5
OPTIONAL EQUIPMENT (MFG OPTION CODE)	CONTRACT PRICE
EQUIPMENT CD	
FULL CARPETING AND OEM FLOOR MATS (B30)	$171.00
CLOTH, REAR SEATS	
INSTALL FRONT DOOR TRIM (B85)	$90.00
DAYTIME RUNNING LIGHTS - PERMANENTLY OFF (9G8)	$0.00
POWER PIGTAIL (Std)	$0.00
% DISCOUNT OFF ALL OTHER OPTIONS	11.00%
WARRANTY - BASIC	3 YR / 36K MILE
WARRANTY - POWERTRAIN	5 YR / 100K MILE
EPA RATING (City / Hwy)	15 / 21
DELIVERY DAYS A.R.O.	90 - 120 DAYS
FINAL ORDER DATE *	**3/15/12**

Mall Chevrolet	
SPECIFICATION E – Chevrolet Tahoe SSV 4x4	
BASE PRICE	**$27,360.00**
MFG MODEL CODE & OPTION CODES (if known)	CK10706-NE1-LMG-GU6-1FL-NX7-QG1-ZY7-A95-19C-US8-5W4-K5L-6J1-KNP K47-NQH-AG2-ATD-UEO-VPV-6C5-9N5-5T5
OPTIONAL EQUIPMENT (MFG OPTION CODE)	CONTRACT PRICE
EQUIPMENT CD	
FULL CARPETING AND OEM FLOOR MATS (B30)	$171.00
CLOTH, REAR SEATS	
INSTALL FRONT DOOR TRIM (B85)	$90.00
DAYTIME RUNNING LIGHTS - PERMANENTLY OFF (9G8)	$0.00
POWER PIGTAIL (Std)	$0.00
% DISCOUNT OFF ALL OTHER OPTIONS	11.00%
WARRANTY - BASIC	3 YR / 36K MILE
WARRANTY - POWERTRAIN	5 YR / 100K MILE
EPA RATING (City / Hwy)	15 / 21
DELIVERY DAYS A.R.O.	90 - 120 DAYS
FINAL ORDER DATE *	**3/15/12**

Chevrolet Caprice police vehicles have been rebid by Government Support Services. Agencies interested in viewing the current Chevrolet Caprice pricing and vendor information should refer to the Award Notice for Contract No. GSS11013A-POLICEVEH.

~~Hertrich Fleet Services~~	
~~SPECIFICATION F – Chevrolet Caprice~~	
~~BASE PRICE~~	~~$24,393.00~~
~~MFG MODEL CODE & OPTION CODES (if known)~~	~~1EW19~~
-	-
~~OPTIONAL EQUIPMENT (MFG OPTION CODE)~~	~~CONTRACT PRICE~~
~~EQUIPMENT CD~~	~~N/A~~
~~FULL CARPETING AND OEM FLOOR MATS (B34)~~	~~$80.00~~
~~CLOTH, REAR SEATS (AAW)~~	~~No Charge~~
~~INSTALL FRONT DOOR TRIM~~	~~N/A~~
~~DAYTIME RUNNING LIGHTS - PERMANENTLY OFF (VVF)~~	~~$25.00~~
~~POWER PIGTAIL~~	~~N/A~~
~~% DISCOUNT OFF ALL OTHER OPTIONS~~	~~0.00%~~
-	-
~~WARRANTY - BASIC~~	~~3 YR / 36K MILE~~
~~WARRANTY - POWERTRAIN~~	~~5 YR / 100K MILE~~
~~EPA RATING (City / Hwy)~~	~~N/A~~
~~DELIVERY DAYS A.R.O.~~	~~270 - 330 DAYS~~
~~FINAL ORDER DATE *~~	~~**5/13/11**~~

*** Final order dates are subject to change.**

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. REQUIREMENTS:

This contract will be issued to cover the Police Pursuit Vehicle requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

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 RESPONSIBLIITIES:

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.

16. OPTIONAL TEMPORARY TAGS:

When requested by individual agencies on their purchase order, each vehicle must be delivered with a minimum twenty (20) day temporary tag, the cost of which may be charged to the ordering agency.

17. APPLICABLE DOCUMENTS:

The following standards, or applicable parts of the issue in effect on date of this ITB, shall apply at the discretion of interested State agencies.

State of Delaware Motor Vehicle Code
Federal Motor Vehicle Safety Standards
Military Specification MIL-C-0083933A
Federal Standard 297-A
NTEA Dump Body and Conversion Hoist Chart
Delaware Department of Transportation Standards and Regulations

18. CERTIFICATE OF ORIGIN:

The following documents must be included with each vehicle at time of delivery:

A. The Certificate of Origin
B. Title Application
C. Odometer Mileage Certification

19. SPECIFICATIONS REQUIREMENTS:

All equipment listed in each specification must be standard OEM equipment normally offered to the general public.

20. MICHIGAN STATE POLICE CERTIFICATION:

All police vehicles offered, with the exception of the Chevrolet Tahoe 4wd Special Service, must have been successfully tested and at the annual vehicle testing, conducted by the Michigan State Police in Lansing, MI. If required, bidders must provide documentation to demonstrate compliance to this testing requirement, and the vehicles reported performance.

21. PRODUCTION / ORDER CUTOFF DATES:

Bids shall include cut off dates for each vehicle bid, if known. Awarded vendor(s) shall provide these production dates to the designated State Contract Officer, Government Support Services, State of Delaware, as soon as they become available. The awarded vendor(s) remains obligated to notify the State to any subsequent changes to a manufacturer's production schedule throughout the life of the contract. The awarded vendor(s) shall notify the State of any production date changes within two (2) weeks after the manufacturer publishes said changes.

22. DEALER SERVICE BULLETINS:

Minimum of one (1) copy each bulletin already published applicable to the model year car purchased must be furnished before the time of delivery of the first new vehicle. Delaware State Police is to be placed on the mailing list to receive one (1) copy minimum of dealer service bulletins each time it is published. All aforementioned bulletins must be supplied to DSP at no charge. Failure to supply these bulletins could lead to disqualification in the future.

The awarded vendor shall also make available service bulletins to any other agencies on an "as requested" basis at no additional charge.

23. SERVICE MANUALS:

The awarded vendor(s) shall be required to furnish a minimum of eight (8) service manuals and/or CD's (including emissions, electronics, and Electrical/Vacuum Trouble Shooting Manual) to the Delaware State Police (DSP) Fleet Manager. The delivery of three (3) of the manuals shall coincide with the delivery of the first vehicle ordered through this contract.

Additionally, the awarded vendor(s) shall make available all electronic maintenance, parts and inventory manuals available electronically and/or on-line to all agencies on an "as requested" basis at no additional cost to the State or ordering agencies.

If the awarded vendor(s) can supply manuals and support documentation electronically and/or on-line, the State may waive the minimum eight (8) copies requested. Individual vendor requests to waive this requirement are to be directed to the DSP Fleet Manager.

24. BROCHURES:

Sales literature, ordering information and color charts shall be made available to agencies on an "as requested" basis at no additional charge.

25. MODEL YEAR ROLL-OVER:

The State of Delaware will consider any request for a contract roll-over to the next model year after the passing of the vehicle manufacturer's final production cut-off date, at the same contract pricing, specifications, terms and conditions or better. By submitting a bid to this contract, if awarded, the vendor shall work with the vehicle manufacturer to obtain contract roll-over pricing for the remainder of the original contract term.

If vendor is unable to secure the requested contract roll-over pricing for the remainder of the original contract term, the vendor shall notify the State Contract Officer in writing and provide the vehicle manufacturer contact name, title of the contact, and the contact telephone number. The State reserves the right, at its discretion, to independently confirm a vehicle manufacturer's decision to deny contract roll-over pricing.

26. VEHICLE SPECIFICATIONS:

Parties interested in reviewing the minimum required specifications for each vehicle should refer to the ITB posted for this contract. To access the ITB, please use the following link and retrieve the bid solicitation.

http://contracts.delaware.gov/contracts_detail.asp?i=182