



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

State of Delaware

Sedans and Hybrid Vehicles –
Model Year 2013 or Later

Invitation to Bid Contract No. GSS10561-SEDANS/HYBRIDS

October 19, 2012

**- *Deadline to Respond -
November 8th, 2012
1:00 pm (Local Time)***

CONTRACT NO. GSS12561-SEDANS/HYBRIDS

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for GSS12561-Sedans and Hybrids. The invitation consists of the following documents:

INVITATION TO BID - CONTRACT NO. GSS12561- Sedans/Hybrids

- 1 DEFINITIONS and GENERAL PROVISIONS
- 2 SPECIAL PROVISIONS, GENERAL and TECHNICAL SPECIFICATIONS (APPENDIX A)
- 3 BID QUOTATION REPLY SECTION
ATTACHMENTS:
 - A – PROPOSAL REPLY REQUIREMENTS
 - B – NO BID REPLY FORM
 - C – NON-COLLUSION STATEMENT AND ACCEPTANCE
 - D – ~~BID BOND~~ **Bond NOT required.**
 - E – SUBCONTRACTOR INFORMATION FORM
 - F – BUSINESS REFERENCES
 - G – ITB EXCEPTIONS
 - H – CONFIDENTIAL AND PROPRIETARY INFORMATION
 - I – OFFICE OF SUPPLIER DIVERSITY (OSD) APPLICATION
- 4 APPENDIX B – Pricing

The Appendix B is made part of this solicitation and is available for download at the following site:

<http://bids.delaware.gov/>

In order for your bid to be considered, the bid quotation reply section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number, **by November 8th, 2012 at 1:00pm (Local Time)**.

Bids shall be submitted to:

**STATE OF DELAWARE
GOVERNMENT SUPPORT SERVICES
CONTRACTING SECTION
100 ENTERPRISE PLACE - SUITE 4
DOVER, DE 19904-8202**

Please review and follow the information and instructions contained in the general and special provisions section of the invitation. Should you need additional information, please contact Danielle Ridgway at Danielle.ridgway@state.de.us

GOVERNMENT SUPPORT SERVICES

DEFINITIONS AND GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each invitation to bid. The requirement to furnish a bid bond and performance bond is applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

State of Delaware
Office of Management and Budget
Government Support Services

DEFINITIONS

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

BID INVITATION: The "bid invitation" or "invitation to bid" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

BIDDER OR VENDOR: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

PROPOSAL: The offer of the bidder submitted on the approved form and setting forth the bidder's prices for performing the work or supplying the material or equipment described in the specifications.

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for its acceptable performance of the work for which it has contracted.

BIDDER'S DEPOSIT: The security designated in the proposal to be furnished by the bidder as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to the bidder.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

CONTRACTOR: Any individual, firm, or corporation with whom a contract is made by the Agency.

CONTRACT BOND: The approved form of security furnished by the contractors and its surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time

State of Delaware
Office of Management and Budget
Government Support Services

SECTION A - GENERAL PROVISIONS

1. **BID INVITATION:**

See "Definitions".

2. **PROPOSAL FORMS:**

The invitation to bid shall contain pre-printed forms for use by the vendor in submitting its bid. The forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, etc.

3. **INTERPRETATION OF ESTIMATES:**

- a. The attention of bidders is called to the fact that, unless stated otherwise, any quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

4. **SILENCE OF SPECIFICATIONS:**

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

5. **EXAMINATION OF SPECIFICATIONS AND PROVISIONS:**

The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

6. **PREPARATION OF PROPOSAL:**

- a. **The bidder's proposal shall be written in ink or typewritten** on the form provided.
- b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

State of Delaware
Office of Management and Budget
Government Support Services

7. **PRICES QUOTED:**

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract.

8. **DISCOUNT:**

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).

9. **SAMPLES OR BROCHURES:**

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

10. **PROPOSAL GUARANTY; BID BOND:**

- a. Each bidder shall submit with its proposal a guaranty in sum equal to at least 10% of the total value of its bid, according to Delaware Code Title 29, Section 6927(a).
- b. This bid bond shall be submitted in the form of good and sufficient bond drawn upon an insurance or bonding company authorized to do business in the State of Delaware, to the State of Delaware for the benefit of the Agency, or a certified check drawn on a reputable banking institution and made payable to the Agency in the requirement amount. If Agency bond form is not utilized, the substituted bond forms must conform to the minimum of conditions specified in the Agency bond form.

11. **DELIVERY OF PROPOSALS:**

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. All bids must clearly display the bid number on the envelope.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services, Contracting Section
100 Enterprise Place – Suite 4
Dover, DE 19904-8202

All proposals will be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

State of Delaware
Office of Management and Budget
Government Support Services

12. WITHDRAWAL OF PROPOSALS:

A bidder may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

13. PUBLIC OPENING OF PROPOSALS:

The bids shall be publicly opened at the time and place specified by the Agency. Bidders or their authorized representatives are invited to be present.

14. PUBLIC INSPECTION OF PROPOSALS:

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports the firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

15. DISQUALIFICATION OF BIDDERS:

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of its proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- e. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- f. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

16. ADDENDA TO THE ITB:

If it becomes necessary to revise any part of this ITB, revisions will be posted at <http://bids.delaware.gov/> By submitting an offer to the State, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Invitation to Bid.

State of Delaware
Office of Management and Budget
Government Support Services

SECTION B - AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF BIDS:

- a. After the proposals have been opened, the bids will be tabulated and the results will be made available to the public. Tabulations of the bids will be based on the correct summation of items at the unit price bid.
- b. The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. MATERIAL GUARANTY:

Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. CONTRACT AWARD:

Within thirty days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. EXECUTION OF CONTRACT:

- a. The bidder to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.
- b. If the successful bidder fails to execute the required contract and bond, as aforesaid, within twenty days after the date of official notice of the award of the contract, its proposal guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lowest qualified bidder of the work or re-advertised, as the Agency may decide.

5. REQUIREMENT OF CONTRACT BOND:

- a. Successful bidders shall furnish bond, simultaneously with the execution of the formal contract, to the State of Delaware for the benefit of the Agency with surety in the amount of 100% of the total contract award or as otherwise provided in the Special Provisions. Said bonds shall be conditioned upon the faithful performance of the contract.
- b. The bond forms shall be provided by the Agency and the surety shall be acceptable to the Agency.

6. WARRANTY:

The successful bidder(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

State of Delaware
Office of Management and Budget
Government Support Services

7. **THE CONTRACT(S):**

The contract(s) with the successful bidder(s) will be executed with the Office of Management and Budget, Government Support Services acting for all participating agencies.

8. **RETURN OF BIDDER'S DEPOSIT:**

The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.

9. **INFORMATION REQUIREMENT:**

The successful bidder's shall be required to advise the Office of Management and Budget, Government Support Services of the gross amount of purchases made as a result of the contract.

10. **CONTRACT EXTENSION:**

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months.

11. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

12. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

State of Delaware
Office of Management and Budget
Government Support Services

SECTION C - GENERAL

1. **AUTHORITY OF AGENCY:**

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

2. **LAWS TO BE OBSERVED:**

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself or by its employees.

3. **PERMITS AND LICENSES:**

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at its own expense.

4. **PATENTED DEVICES, MATERIAL AND PROCESSES:**

- a. The contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

5. **EMERGENCY TERMINATION OF CONTRACT:**

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the contractor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

State of Delaware
Office of Management and Budget
Government Support Services

6. **TAX EXEMPTION:**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take its exemption into account in calculating its bid for its work.

7. **OR EQUAL (PRODUCTS BY NAME):**

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

8. **BID EVALUATION AND AWARD:**

The Office of Management and Budget, Government Support Services will award this contract to the lowest responsible bidder(s) which in their judgment best serves the interest of the State of Delaware in accordance with Delaware Code Title 29, Section 6923(k). Personnel with experience and technical background may be utilized by the Office of Management and Budget, Government Support Services in making judgment. In case of error in price extension, the unit price(s) shall prevail.

9. **INVOICING:**

After the awards are made, the agencies participating in the bid may forward their purchase orders to the successful bidder(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

State of Delaware
Office of Management and Budget
Government Support Services

SECTION D - EQUAL OPPORTUNITY

1. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

State of Delaware
Office of Management and Budget
Government Support Services

CONTRACT NO. GSS12561-Sedans/Hybrids
Sedans and Hybrids – Model Year 2013 or Later
SPECIAL PROVISIONS

1. **CONTRACT REQUIREMENTS:**

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

2. **MANDATORY USE CONTRACT:**

REF: Title 29, Chapter 6911(d) Delaware Code. All Covered Agencies as defined in 29 Del. C. §6902(6) 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, school districts, and the Legislative Branch are specifically exempted from the requirements of this subchapter. In addition, the Delaware Transit Corporation is exempt from the entire procurement chapter. Pursuant to 29 Del. C. §6904(l) and (n) respectively, the Department of Elections and the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this Request for Proposals.

3. **CONTRACT PERIOD:**

Each vendor's contract shall be valid for one (1) year from December 1, 2012 through November 30, 2013. Each contract may be renewed for three (3) additional one (1) year extension periods through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

4. **PRICES:**

Prices shall remain firm for the term of the contract.

All prices shall be quoted in U.S. Dollars.

5. **NUMBER OF COPIES WITH MAILING OF PROPOSAL**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this ITB. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with one (1) paper copies and one (1) electronic copy on CD or DVD media disk, or USB memory drive. The original paper copy shall be marked "Master Copy" and will contain original signatures in all locations requiring a vendor signature. The one (1) copy saved to CD or DVD media disk, or USB memory stick, must contain the completed Appendix B – Pricing spreadsheets saved in an Excel format.

State of Delaware
Office of Management and Budget
Government Support Services

6. **COOPERATIVES**

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation

7. **PRICE ADJUSTMENT:**

If agreement is reached to extend this contract for additional year, the Division of Government Support Services shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

8. **SHIPPING TERMS:**

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

9. **QUANTITIES:**

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of bids. Quantities ordered may be increased or decreased by any eligible agency as deemed necessary during the period of the contract.

Prior contract utilization may be viewed at:

http://contracts.delaware.gov/contracts_detail.asp?i=202

10. **FUNDING OUT:**

The continuation of this contract is contingent upon funding appropriated by the legislature.

11. **BID BOND REQUIREMENT:**

The Bid Bond Requirement has been waived.

12. **PERFORMANCE BOND REQUIREMENT:**

The Performance Bond requirement has been waived

State of Delaware
Office of Management and Budget
Government Support Services

13. **MANDATORY INSURANCE REQUIREMENTS:**

a. Certificate of Insurance and/or copies of insurance policies for the following:

1) As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry Comprehensive General Liability and at least one of the other coverages depending on the type of service or product being delivered.

a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

and

b. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

or

c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence.

or

d. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

2) Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

3) Forty-five (45) days written notice of cancellation or material change of any policies is required.

**Administrator, Government Support Services
Contract No. GSS12561-SEDANS/HYBRIDS
State of Delaware
100 Enterprise Place, Suite 4
Dover, DE 19904-8202**

Note: The State of Delaware shall not be named as an additional insured.

State of Delaware
Office of Management and Budget
Government Support Services

14. **BASIS OF AWARD:**

Government Support Services shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of the bid. The award will be made on basis of price, product evaluation, and prior history of service and capability.

Government Support Services reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

15. **STATE OF DELAWARE BUSINESS LICENSE:**

Prior to receiving an award, the successful vendor shall either furnish Government Support Services with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899-8750 or by telephone to one of the following numbers: (302) 577-8201 - Public Service, (302) 577-8205 - Licensing Department.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

16. **HOLD HARMLESS:**

The successful bidder 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 successful bidder, its employees, and invitees on or about the premises and which arise out of the successful bidder's performance, or failure to perform as specified in the Agreement.

17. **OWNERSHIP OF INTELLECTUAL PROPERTY:**

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the State of Delaware. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the State to evidence the State's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

18. **NON-PERFORMANCE:**

In the event the vendor 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 vendor. Under no circumstances shall monies be due the vendor in the event open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.

State of Delaware
Office of Management and Budget
Government Support Services

19. **FORCE MAJEURE:**

Neither the vendor 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.

20. **CONTRACTOR NON-ENTITLEMENT:**

State of Delaware Contractors for Materiel and for Services shall not have legal entitlement to, nor seek business from another Contractors' Central Contract. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract as they are not a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code.

Exceptions must be submitted utilizing Attachment G to be considered. Government Support Services maintains sole discretion to reject any vendor exceptions that are submitted.

21. **EXCEPTIONS:**

Bidders may elect to take minor exception to the terms and conditions of this ITB. Government Support Services shall evaluate each exception according to the intent of the terms and conditions contained herein, but Government Support Services must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

22. **MANDATORY USAGE REPORT:**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested bidders.

A Monthly Usage Report (first report shown immediately following this section) shall be furnished on the 15th (or next business day after the 15th day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The Monthly Usage Reports shall be submitted electronically in EXCEL and sent as an attachment to vendorusage@state.de.us . It shall contain the six-digit department and organization code. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 14 and 29 – Increasing Supplier Diversity Initiatives within State Government and Ensuring Representation of Veteran-Owned Businesses..., the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to report on the participation by a minority, woman, or veteran owned business (Diversity

State of Delaware
Office of Management and Budget
Government Support Services

Supplier) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, or veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council). The format used for this Subcontracting 2nd Tier report is found below (and shown as the second report immediately following this section).

Subcontracting 2nd tier reports shall be submitted to the contracting Agency's OSD at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

State of Delaware
Office of Management and Budget
Government Support Services

23. **BUSINESS REFERENCES:**

In order to have your bid considered, please supply three (3) business references consisting of current or previous customers with your reply. Please include name, address, telephone number, and a contact person.

PLEASE DO NOT USE STATE OF DELAWARE PERSONNEL AS REFERENCES.

24. **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.

25. **BILLING:**

The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.

26. **PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. 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.

27. **PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by Government Support Services to do otherwise. However, awarded vendors are highly encouraged to offer any like substitute product (s); either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In such cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

28. **OPPORTUNITY BUYS:**

The Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a central contract. See http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_flowchart.pdf. The Director will afford any vendor on an existing central contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

State of Delaware
Office of Management and Budget
Government Support Services

29. **I FOUND IT CHEAPER:**

Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any State employee or Vendor to identify a lower price for material and or services for consideration despite the existence of a central contract. See http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_found_cheaper_flow_chart.pdf. The Director will afford any Vendor on an existing central contact an opportunity to match or to beat the I Found It Cheaper suggestion and if not matched or beaten, approve the purchase via a waiver.

30. **BID/CONTRACT EXECUTION:**

Both the non-collusion statement that is enclosed with this Invitation to Bid and the contract form delivered to the successful bidder for signature **shall** be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Government Support Services. The awarded vendor(s) will be required to complete the new W-9 Form by visiting the Division of Accounting's Website: <http://accounting.delaware.gov/w9.shtml>.

31. **CONTRACTOR RESPONSIBILITY:**

The State will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services as required by this ITB. Subcontractors, if any, shall be clearly identified in the financial proposal.

32. **PERSONNEL:**

- a. The Contractor represents that they have, or will secure at their own expense, all personnel required to perform the services required under this contract.
- b. All of the services required hereunder shall be performed by the Contractor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

33. **LIFE CYCLE COSTING:**

If applicable, the specifications contained within this ITB have been developed through Life Cycle Cost Analysis that will allow the State to realize the lowest total cost of ownership and operation over the useful life of the equipment.

State of Delaware
Office of Management and Budget
Government Support Services

34. ENVIRONMENTAL PROCUREMENT REQUIREMENTS:

- a. Energy Star - If applicable, the Contractor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Contractor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.
- b. Green Products – third party certification of green products accepted from GSS w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.
- c. Contractors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).
- d. Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award. The State Environmental Procurement Policies may be found: <http://gss.omb.delaware.gov/contracting/documents/agencyboilers/espp.pdf>.

35. TERMINATION FOR CONVENIENCE:

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

36. TERMINATION FOR CAUSE:

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

37. AUDIT ACCESS TO RECORDS:

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to

State of Delaware
Office of Management and Budget
Government Support Services

the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

38. VENDOR EMERGENCY RESPONSE POINT OF CONTACT:

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week to meet a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the current Delaware Emergency Operations Plan. Failure to provide this information could render the bid as non-responsive.

39. ELECTRONIC CATALOG:

The successful vendor(s) may be required to submit their items list in electronic format designated by the State.

Note: The State of Delaware is in the process of implementing a new financials system, which will require the use of:

- Electronic catalogs
- Commodity/classification code: United Nations Standard Products and Services Code (UNSPSC).
- A unique item ID for all items in our system

The state has made the determination to include the requirement in this contract for two reasons:

1. To find out what vendors can offer.
2. To give the agencies and school districts a level of comfort in using electronic catalogs.

40. SUBCONTRACTS:

Subcontracting is permitted under this ITB and contract. However, every subcontractor shall be identified in the Proposal (Attachment E) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The Vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the ITB and with all local, State and Federal Laws. The Vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

If a company elects to be a subcontractor for another vendor, the subcontractor may not independently bid on this solicitation.

State of Delaware
Office of Management and Budget
Government Support Services

41. **CONFIDENTIALITY:**

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the ITB number. The envelope must contain Attachment H describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

If the Vendor does not have any documents it declares confidential or proprietary, Attachment H should be completed by checking the appropriate box found at the top of the attachment.

42. **OPTIONAL ALTERNATIVE FUEL CAPABILITY:**

The State of Delaware is obligated to procure passenger vehicles that utilize alternative fuels, as defined by the federal Energy Policy Act. For model year 2013 this will constitute 75% of all new qualifying units. The State is "fuel neutral" and will consider O.E.M. offerings for any alternative fuel type that meets applicable federal guidelines. An alternative fuel vehicle, for the purposes of this contract, will be any bi-fuel or flex-fuel vehicle that can be operated on gasoline and another alternative fuel. Vehicles offered shall be warranted by the O.E.M. to meet all federal guidelines/laws and meet or exceed federal air quality standards (given the State properly maintains and services the vehicles) for a time period no less than the length of the manufacturer's powertrain warranty. Any alternative fuel system quoted must provide a tank or tanks which provide sufficient alternative fuel to allow the vehicle a travel range of no less than 125 miles.

State of Delaware
Office of Management and Budget
Government Support Services

43. **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.

44. **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
DE Code, Title 7, Chapter 67 Motor Vehicle Emissions

45. **FRANCISED OR AUTHORIZED REPRESENTATIVE**

The bidder must be able to certify that it is a franchised and/or authorized factory representative, and is able to furnish the specified units bid. The State reserves the right to require that manufacturer certification is delivered within five (5) business days from the time it is requested

46. **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

47. **SPECIFICATIONS REQUIREMENTS:**

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

48. **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.

State of Delaware
Office of Management and Budget
Government Support Services

49. **VEHICLE WARRANTY:**

Bidders are encouraged to submit their best OEM Warranties for each vehicle category bid, at no additional cost to the State. The length of the OEM warranty will be a factor in determining the lowest overall price to the State. **NOTE:** The bidding vendor will have sole responsibility for **all** warranty issues, including the coordination of repairs for vehicle conversions such as, but not limited to, supplemental cooling systems, body defects, electrical problems, dump or utility bodies, lighting systems, etc. It is to be understood the State will not coordinate a warranty repair that involves multiple parties such as a supplemental equipment provider, an installer/converter and the vehicle manufacturer/supplier. The awarded bidder will be the sole contact and coordinator of warranty repairs and service.

50. **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. Fleet Services 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 at no charge. Failure to supply these bulletins could lead to disqualification in future bids.

The awarded vendor shall also make available service bulletins to any other agencies or organization, eligible to order through this contract, on an "as requested" basis at no additional charge.

51. **SERVICE:**

Service by authorized representative of the vehicle and equipment manufacturers must be available within the State of Delaware. Prior to delivery each vehicle shall be completely serviced by the awarded vendor(s). Service shall include not less than; lubrication, wash, engine tune-up, wheel alignment and all other checks and adjustments required for proper complete servicing of a new vehicle.

52. **BROCHURES**

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

53. **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.

State of Delaware
Office of Management and Budget
Government Support Services

54. **GLOBAL POSITION SYSTEM (GPS):**

All agencies/school districts, purchasing under this contract, are required to have installed GPS on the acquisition at the time of titling and maintain the monitoring throughout the life from the existing GSS contract or its subsequent replacement, Vehicle Tracking System, GSS11555-VEHICLE_TRACK. Agency/school district assets are to provide the information necessary to load the GPS/ asset data into the Fleet Anywhere System, maintained by Fleet Services. Fleet Services will offer non-revenue reservation opportunities to agencies with loaded assets, so asset usage can be maximized by agency/district owned vehicles. Police sedans purchased by the Delaware State Police will not be required to install GPS equipment, but is available upon request.

The cost of the units and monitoring will be paid by the procuring agency/district. The system will be set for Fleet Services to monitor the vehicles, along with the agency, if desired

State of Delaware
Office of Management and Budget
Government Support Services

**Appendix A
Scope of Work Details**

I. INTRODUCTION:

The purpose of this Invitation to Bid (ITB) is to allow Government Support Services, a division under the Office of Management and Budget, to enter into a contract with a qualified bidder(s) for the provision of Sedans and Hybrids, Model Year 2013 or Later. The contract award will be determined by the Office of Management and Budget, Government Support Services, in accordance with Title 29, Section 6923.

II. FORMAT FOR INVITATION TO BID:

A. NUMBER OF COPIES

Two (2) copies of the bid requirements will be submitted in a sealed envelope clearly marked with the name of the bidder and labeled **GSS120561-Sedans/Hybrids - 2013 Model Year and Later**.

- One (1) copy of the bid will be a paper copy. It shall be marked "**Master Copy**" and will contain original signatures in all locations requiring a bidder's signature, and it will include a paper copy of the Appendix B – Pricing spreadsheet. (For a complete list of proposal requirements, please refer to the Proposal Reply section)
- One (1) copy of the Appendix B, saved in an Excel format to a CD or DVD media disk, or USB memory drive.

The Appendix B – Pricing spreadsheet MUST be saved in an Excel format.

The State reserves the right to award the proposed contract to multiple suppliers if such an award is in the best interest of the State.

B. DETAILED REQUIREMENTS

Appendix A and B are part of this contract solicitation.

The requirements of this ITB are shown in Appendix A - Scope of work, which is included within the body of this ITB. The Appendix B - Pricing, is an Excel formatted file, which is required to be completed by all bidders and can be accessed by using the link provided in the body of the ITB.

The Appendix B – Pricing spreadsheet can be found at www.bids.delaware.gov website.

State of Delaware
Office of Management and Budget
Government Support Services

III. PRICING, QUALITY AND SERVICE REQUIREMENTS

A. PRICING

Contract Users require flat prices for items listed in the Appendix B – Pricing. The prices quoted by each bidder shall be inclusive of all charges, and the quoted prices will be utilized to make vendor cost comparisons. Any references made to delivery and shipping costs within the body of the ITB should be considered as “normal” shipping, and not for rushed orders.

B. QUALITY

All vehicles, options and equipment referenced in this ITB will be new and considered First Quality.
NO USED VEHICLES WILL BE ACCEPTABLE.

IV. COMPLETED PROPOSAL INCLUDES

All requirements necessary for a complete and responsive bid will be identified in the Bid Reply section.

V. ADDITIONAL GUIDELINES

- No service fees or additional costs will be invoiced to Contract Users by the Supplier during the term of this agreement (except as described in this ITB or mutually agreed upon in writing)
- There will be no “small order”, “minimum order,” or “special order” charges or surcharges
- There will be no return fees for inaccuracies or other errors on the part of the supplier
- Any rush delivery that occurs as a result of Supplier’s error (e.g., stock-outs, etc.) will be free of charge. No handling surcharges will be added or discounts lost for any rush or expedited orders.
- You may also provide catalog(s) and price list(s) for all of the products that you sell that include all of the different price tiers available for each product. An electronic copy of such is preferred. The prices listed therein will be the prices that the state will use for off-contract purchases during the term of the contract. Please note that as a high volume purchaser of contracted items, the state expects to receive the lowest price offered on off-contract items.
- Write your company name on the label of the disk.
- Do not make any changes to the electronic Excel file formats, including adding rows or columns, changing column headers, and inputting text in numeric fields. Comments made on the spreadsheets will be ignored.
- If your company would like to include additional information that would be useful in the evaluation process, you may do so as separate, clearly labeled attachments.
- **All prices must be in U.S. Dollars**

State of Delaware
Office of Management and Budget
Government Support Services

- Enter all information directly into the relevant Excel spreadsheet cells in “number” (two-place decimal), not “currency” or other format unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols. (e.g., \$7.90 should be entered as “7.90”.)
- Enter “n/a” to indicate not available or “0” if there is no charge. Cells left blank will be interpreted as “no bid”.
- Prices quoted shall be for the purchase of vehicles specified. **Vendors shall not provide prices for vehicle leasing.**
- Vendors may provide pricing for vehicle service and/or preventative maintenance (PM) contracts. Such contracts **MUST** be valid at any authorized manufacturer shop within the State of Delaware, at a minimum. If a contract is offered that is not valid at any authorized manufacturer facility, vendors shall not offer a bid for the contract.

Government Support Services (GSS) reserves the right to question or clarify any detail of a proposal submitted. These queries will not modify the scope of work, but ensure the bids are compliant with the terms and conditions of the bid specifications

State of Delaware
Office of Management and Budget
Government Support Services

Appendix A
GENERAL SPECIFICATIONS

1. GENERAL REQUIREMENTS:

Listed below are the general terms and conditions associated with supplying the Sedans and Hybrid Vehicles (Model Year 2013 or Later) to the State of Delaware, its agencies and authorized organizations.

- a. The specifications indicate MINIMUM requirements.
- b. **The vehicle Manufacturer's model name and/or model number shall be indicated in the proposal.** All manufacturer option codes requested in the minimum vehicle specifications requirements shall be listed on the Appendix B – Pricing spreadsheet.
- c. Standard solid exterior colors with standard interior trim shall be selected after the award is made unless otherwise indicated in the bid.
- d. Tire size and type shall be original equipment brand as indicated by the manufacturer unless otherwise modified in the bid or specification sheet.
- e. Each vehicle shall include all required equipment as listed in this specification unless deletion is listed in the bid.
- f. The vehicle shall be new and of the model year indicated in the bid.
- g. The vehicle shall include all genuine parts, accessories and equipment considered standard by the manufacturer for the vehicle offered by the bidder.
- h. If items listed under Options on specification sheets are desired they must be specified by the Using Agency. These items shall not be furnished by the contractor unless specified in the specific agency Purchase Order.
- i. Each vehicle shall be clean, lubricated and serviced ready for immediate service.
- j. Each vehicle shall be protected to 20 degrees Fahrenheit below zero with permanent type antifreeze.
- k. Each vehicle shall include 1/2 filled fuel tank(s) or 10 gallons whichever is less.
- l. Each vehicle shall be free of dealer signs and emblems.
- m. Each vehicle shall conform to the requirements of the Delaware Motor Vehicle Code.
- n. The vehicle shall comply with all applicable Federal Motor Vehicle Safety Standards.

State of Delaware
Office of Management and Budget
Government Support Services

Appendix A
GENERAL SPECIFICATIONS (continued)

- o. Each vehicle shall include the proper form to apply for Delaware Title and License including the original Manufacturer's Statement of Origin signed by the successful vendor and notarized. All title papers shall be properly executed and application for title shall indicate the name and address exactly as shown on the applicable Purchase Order.
- p. Each vehicle shall include a copy of the manufacturer's service and standard warranty policy with all warranty verification vouchers, certificates or coupons. Bidder must provide any extended warranty program offers concerning pricing.
- q. At the time of vehicle delivery, the successful contractor shall furnish an original and three copies of the invoice which shall include the key number, vehicle color and Purchase Order Number.
- r. The successful contractor shall comply with the manufacturer's standard warranty, or authorize a qualified dealer in the locality in which the unit is assigned to do whatever is required to comply with the manufacturer's warranty.
- s. The successful contractor shall comply with the manufacturer's recommended pre-delivery service.
- t. The successful contractor shall submit at least one (1) copy of all service/technical bulletins recall notices or provide this information on-line to the Manager, Fleet Management, Office of Management and Budget, 100 Enterprise Place Suite 4, Dover, DE. 19904. These documents shall be submitted on a continual basis to keep Fleet Management informed regarding improvements, changes and/or problems concerning State owned vehicles and their component parts.
- u. The ordering agency will inspect all vehicles prior to acceptance. It will be the responsibility of the delivering dealer to remove any vehicle rejected by the ordering agency within two (2) working days after notification, and return the vehicle to the ordering agency upon correction of deficiencies. Date in service will be the date the vehicle is accepted by the ordering agency, not the date of delivery.
- v. The State disclaims any liability for damage to vehicles not unconditionally accepted by the State.

State of Delaware
Office of Management and Budget
Government Support Services

Appendix A
GENERAL SPECIFICATIONS (continued)

- w. Unless otherwise indicated, all items requested in this specification for each vehicle which are listed in the manufacturer's specification book as standard or optional equipment shall be factory installed and operative.

Vehicles delivered to the State in a condition considered to be below customer acceptance levels will not be accepted. Vehicles that are delivered in an unsatisfactory condition or are missing accessories ordered will have payment withheld until the unsatisfactory condition is resolved. The agency may negotiate with vendor to achieve a mutually beneficial resolution, but shall keep Government Support Services informed before executing any resolution.

Items which determine this acceptance level shall include, but not be limited to, the general appearance of the interior and exterior of the vehicle for completeness and quality of workmanship, lubrication and fluid levels, with any leaks corrected, mechanical operation of the vehicle and all electrical components operational. Allied equipment specified to be furnished and installed which is not available through the vehicle manufacturer shall conform to the best quality standards known to that particular industry, both product and installation.

- x. Vehicles delivered with rust proofing overspray on exterior of body, not including underside, or any part of vehicle interior including, but not limited to seat and shoulder belts, door panels, carpets and seats will not be accepted.
- y. Vendors must be aware that deliveries can be to any location statewide, not only to Fleet Services, Dover location. All vehicle deliveries shall be coordinated through the ordering agency. [Vendors shall call for delivery schedule at least 48 hours in advance.]
- z. **Vehicle Delivery:** 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.

Prior to delivery, when vehicles are purchased by Fleet Management, Delaware Department of Transportation, or the Department of Natural Resources and Environmental Control, the successful vendor shall call (302) 739-2277 (Fleet), (302) 760-2411 (Department of Transportation) or (302) 739-5297 (Department of Natural Resources and Environmental Control) for information regarding the vehicle deliveries.

State of Delaware
Office of Management and Budget
Government Support Services

Appendix A
GENERAL SPECIFICATIONS (continued)

- aa. Training: Complete instructions on the operation and preventive maintenance of each vehicle and a demonstration on the operation of the vehicle shall be given by the awarded vendor, if requested by the ordering agency.

2. **REQUIRED EQUIPMENT:**

The following items shall be supplied on all vehicles as required equipment, unless otherwise specified, and will not be included in the specifications for each individual vehicle.

- a. Lug wrench on all vans and jacks on vans up to and including 8,600 lbs. GVWR.
- b. Interior light(s)
- c. Fresh air heater and windshield defrosters.
- d. Dual electric or air windshield wiper, intermittent type system.
- e. Dual windshield washers including antifreeze type solvent.
- f. Inside rear view mirror day/night type.
- g. Seat(s) for driver and passenger(s).
- h. Dual sun visors and dual arm rests.
- i. Seat belts for driver and each passenger.
- j. Replaceable element oil filter.
- k. Rear license plate brackets mounted on all vehicles.
- l. Flexible fuel engine (FFV) - If available, or otherwise stated in specifications.
- m. Cigarette lighter (or Power Point receptacle is acceptable).
- n. AM/FM radio and antenna
- o. Back up lights
- p. Keys - **Four (4) working keys with 2 Fobs or Four (4) fobbed keys for Chrysler Vehicles**
- q. Air Conditioning - Factory installed; integrated with heater and defroster.
- r. Air bags - Driver and passenger front and side front air bags
- s. Glass - Tinted all windows

State of Delaware
Office of Management and Budget
Government Support Services

Appendix A
GENERAL SPECIFICATIONS (continued)

- t. Exterior side mirrors - Standard for model, matched dual RH and LH, except low mount, when available.
- u. Spare tire - Mounted manufacturers standard spare.
- v. Brakes - Anti-Lock braking system (ABS)
- w. Steering - Mfg. standard power assisted.
- x. Transmission - Manufacturer standard automatic for model quoted
- y. Floor Mats - **All vehicles must be equipped with OEM floor mats.**
- z. Daytime Running Lights - Required.
- aa. Any option that is available at no extra charge shall be included with the delivery of the vehicle and shall not be removed unless specified by the State or ordering agency.
- bb. If the required General Specifications, listed above, differ from the individual model Specifications identified (i.e. Specification Table A through I); the individual model specifications requested will take first priority over the general specifications identified.

3. **IMPORTANT NOTE:**

Each unit and its components shall be completely assembled, serviced and ready for use when delivered to the ordering agency. Unless specified otherwise; any parts, components, equipment, controls, materials, features, performances, capacities, ratings or designs which are standard and/or necessary to form an efficient and complete working unit shall be furnished whether specifically required herein or not. Any item not specified herein but deemed necessary for the application shall be supplied and shall meet the Industry standards and practices, Federal Delaware Safety Standards and Regulations, and SAE and other applicable standards.

Unless specified otherwise, it is imperative that the bidder furnish any item (part, component, equipment, feature, control, material, performance, capacity, rating, design and/or accessory) included in manufacturer's standard or base vehicle covered under manufacturer's body code, make, model, and trim line noted on the price line bid whether explicitly specified herein or not and even if the item can be deleted using the manufacturer's delete option. Unless specified otherwise, the bidder shall not delete manufacturer's standard item using manufacturer's delete option or any aftermarket option. A CD changer included in manufacturer's standard vehicle for example, shall not be deleted even though the CD changer is not explicitly specified in the RFP and even if manufacturer's CD changer delete option is available for credit. **No exception shall be permitted to this requirement.**

State of Delaware
Office of Management and Budget
Government Support Services

Appendix A
GENERAL SPECIFICATIONS (continued)

4. OPTIONAL VEHICLE EQUIPMENT

Vendors shall provide pricing for all optional vehicle packages and equipment as listed on the Appendix B – Pricing spreadsheets. If an option requested is provided as standard equipment, the vendor shall note “included” on the pricing spreadsheet. If an option is not available, the bidder shall note “n/a” on the pricing spreadsheet to avoid any confusion.

Additionally, bidders are asked to provide a savings discount rate off of the manufacturer list price for any other option not specifically listed on the Appendix B – Pricing spreadsheet.

5. VEHICLE CATALOG

The awarded vendor(s) shall supply the State Contract Officer, Government Support Services with the specific vehicle catalog(s) for every model individually awarded, identifying all option codes and pricing at the time of award.

The State does not intend to publicly disclose this information, but maintain the material as a resource for agencies seeking to “build” vehicles to their specifications.

Awarded vendor(s) shall provide other agencies with same ordering and catalog information on an “as requested” basis at no additional cost.

6. ‘STANDARD’ VEHICLE SUMMARY

Vendor(s) are requested to provide the vehicle model number and the list of options. Vendors shall enter or type in this information on the Appendix B – Price Spreadsheet in the area noted.

7. VEHICLE SPECIFICATIONS:

Refer to the following sheets for minimum detailed specifications on each of the following vehicles:

- Specification A – Compact Sedan
- Specification B – Midsize Sedan (4 cylinder)
- Specification C – Midsize Sedan (6 cylinder)
- Specification D – Hybrid Compact Sedan
- Specification E – Hybrid Midsize Sedan
- Specification F – Hybrid Large SUV
- Specification G – Hybrid Pickup

Bidders are encouraged to offer vehicles for each of the above referenced specifications. **Bidders are NOT REQUIRED to offer a vehicle for each specification identified.**

State of Delaware
Office of Management and Budget
Government Support Services

Appendix A
GENERAL SPECIFICATIONS (continued)

8. EXTENDED PM SERVICE PLANS

Vendors are provided with an opportunity to offer Extended Service Preventative Maintenance (PM) plan options to the State. The plans are set at the following basic mileage levels:

- 75,000 mile PM service plan with 5K service intervals
- 100,000 mile PM service plan with 5K service intervals
- 125,000 mile PM service plan with 5K service intervals

To be considered, the plan must be authorized and supported by the manufacturer. Any and all scheduled services shall include parts and labor with no deductible for each mileage interval. Services must be able to be obtained at any authorized manufacturer location or dealership.

If service intervals are different than the 5,000 mile interval identified, the bidder shall clearly identify in their bid proposal at what mileage interval the service will be completed.

No services provided through these PM service plans will void the manufacturer warranty on the vehicle.

By offering vendors an opportunity to bid on these service plans, Government Support Services is not guaranteeing or committing to a purchase of identified plans, but will offer the plan to any covered agency authorized to buy from the contract. Each agency shall make their own determination, like any other option, to procure any plan, or not procure any service plan.

State of Delaware
Office of Management and Budget
Government Support Services

Specification A - Compact Sedan

1	Type	Compact Sedan, four (4) door, Chevrolet Cruze, Ford Focus, Dodge Dart, Hyundai Accent or approved equal.
2	Year	New, 2013
3	Drive Train	Front wheel drive
4	Engine	Gasoline, Four cylinder, 1.4 liter EFI minimum, E85 if available
5	Transmission	Automatic, 4 speed minimum
6	Brakes	ABS braking system, front disc brakes minimum
7	Wheelbase	101" minimum
8	Passenger	Five
9	Passenger Interior Volume	87 cu. ft. minimum
10	Trunk Volume	13 cu. ft. minimum
11	Power Options	Power windows, locks, keyless entry & cruise control are NOT required for this specification.
12	Headlamps	Daytime running lights are NOT required for this specification.

OPTIONS

- 1 Diagnostic equipment CD
- 2 Power windows and locks
- 3 Installed front license plate bracket
- 4 Remote keyless entry system with two (2) fob's
- 5 OEM installed Bluetooth connectivity
- 6 Cruise control

- Service Plan # 1 75,000 mile PM service plan w/ 5K maintenance intervals
- Service Plan # 2 100,000 mile PM service plan w/ 5K maintenance intervals
- Service Plan # 3 125,000 mile PM Service plan w/5K maintenance intervals

State of Delaware
Office of Management and Budget
Government Support Services

Specification B - Midsize Sedan (4 cyl)

1	Type	Intermediate Sedan, four (4) door - Chevrolet Malibu, Dodge Avenger, Ford Fusion, or approved equal
2	Year	New, 2013
3	Drive Train	Front Wheel Drive
4	Engine	Gasoline - Dual Fuel Capable if available, Four cylinder, 2.4 liter EFI minimum
5	Transmission	Automatic, 4 speed minimum
6	Brakes	ABS, 4 wheel disc brakes
7	Fuel Tank	15 Gallon
8	Passenger	Five
9	Passenger Interior Volume	95 cu. ft. minimum
10	Trunk Volume	15 cu. ft. minimum
11	Power Options	Power windows and locks with remote entry system

OPTIONS

- 1 Diagnostic equipment CD
- 2 Installed front license plate bracket
- 3 OEM Installed Bluetooth connectivity

Service Plan # 1 75,000 mile PM service plan w/ 5K maintenance intervals
 Service Plan # 2 100,000 mile PM service plan w/ 5K maintenance intervals
 Service Plan # 3 125,000 mile PM Service plan w/5K maintenance intervals

State of Delaware
Office of Management and Budget
Government Support Services

Specification C - Midsize Sedan (6 cyl)

1	Type	Intermediate Sedan, four (4) door - Ford Taurus, Chevrolet Impala, Dodge Charger, or approved equal.
2	Year	New, 2013
3	Drive Train	Front Wheel Drive
4	Engine	Gasoline - Dual Fuel Capable, Six cylinder, 2.7 liter EFI minimum
5	Transmission	Automatic, 4 speed minimum
6	Brakes	ABS, 4 wheel disc brakes
7	Fuel Tank	16 Gallon, minimum
8	Passenger	Five
9	Passenger Interior Volume	95 cu. ft. minimum
10	Trunk Volume	15 cu. ft. minimum
11	Power Options	Power windows and locks with remote entry system

OPTIONS

- 1 Diagnostic equipment CD
- 2 Installed front license plate bracket
- 3 OEM Installed Bluetooth connectivity

Service Plan # 1 75,000 mile PM service plan w/ 5K maintenance intervals
 Service Plan # 2 100,000 mile PM service plan w/ 5K maintenance intervals
 Service Plan # 3 125,000 mile PM Service plan w/5K maintenance intervals

State of Delaware
Office of Management and Budget
Government Support Services

Specification D - Hybrid Compact Sedan

1	Type	Hybrid Compact Sedan, four (4) door - Toyota Prius or approved equal.
2	Year	New, 2013
3	Drive Train	Front Wheel Drive
4	Engine	Dual mode, Gasoline/Hybrid engine, Four cylinder, 1.8L EFI minimum
5	Transmission	Automatic, 4 speed minimum or CVT
6	Brakes	ABS, 4 wheel disc brakes
7	Fuel Tank	11 Gallon, minimum
8	Passenger	Five
9	Passenger Interior Volume	90 cu. ft. minimum
10	Trunk Volume	20 cu. ft. minimum
11	Power Options	Power windows and locks with remote entry system

OPTIONS

- 1 Diagnostic equipment CD
- 2 Installed front license plate bracket
- 3 OEM Installed Bluetooth connectivity

Service Plan # 1 75,000 mile PM service plan w/ 5K maintenance intervals
 Service Plan # 2 100,000 mile PM service plan w/ 5K maintenance intervals
 Service Plan # 3 125,000 mile PM Service plan w/5K maintenance intervals

State of Delaware
Office of Management and Budget
Government Support Services

Specification E - Hybrid Midsize Sedan

1	Type	Hybrid Midsize Sedan, four (4) door - Ford Fusion, Hyundai Sonata, Toyota Camry, or approved equal.
2	Year	New, 2013
3	Drive Train	Front Wheel Drive
4	Engine	Dual mode, Gasoline/Hybrid engine, Four cylinder, 2.4L
5	Transmission	Automatic, 4 speed minimum or CVT
6	Brakes	ABS, 4 wheel disc brakes
7	Fuel Tank	13 gallon, minimum
8	Passenger	Five
9	Passenger Interior Volume	95 cu. ft. minimum
10	Trunk Volume	10 cu. ft. minimum
11	Power Options	Power windows and locks with remote entry system

OPTIONS

- 1 Diagnostic equipment CD
- 2 Installed front license plate bracket
- 3 OEM Installed Bluetooth connectivity

Service Plan # 1 75,000 mile PM service plan w/ 5K maintenance intervals
 Service Plan # 2 100,000 mile PM service plan w/ 5K maintenance intervals
 Service Plan # 3 125,000 mile PM Service plan w/5K maintenance intervals

State of Delaware
Office of Management and Budget
Government Support Services

Specification F - Hybrid Large SUV

1	Type	Hybrid Large SUV, 4x2 - Chevrolet Tahoe or approved equal.
2	Year	New, 2013
3	Drive Train	Rear Wheel Drive
4	Engine	Dual mode, Gasoline/Hybrid engine, Eight cylinder 6.0L
5	Transmission	Automatic, 4 speed minimum or CVT
6	Brakes	ABS, 4 wheel disc brakes
7	Fuel Tank	24 gallon

OPTIONS

- 1 Diagnostic equipment CD
- 2 Installed front license plate bracket
- 3 4 wheel drive
- 4 OEM Installed Bluetooth connectivity

Service Plan # 1 75,000 mile PM service plan w/ 5K maintenance intervals
Service Plan # 2 100,000 mile PM service plan w/ 5K maintenance intervals
Service Plan # 3 125,000 mile PM Service plan w/5K maintenance intervals

State of Delaware
Office of Management and Budget
Government Support Services

Specification G - Hybrid Pickup

1	Type	Hybrid Pickup, Chevrolet Silverado or approved equal
2	Year	New, 2013
3	Drive Train	Rear Wheel Drive
4	Engine	Dual mode, Gas/Hybrid engine, Eight cylinder
5	Transmission	Automatic, 4 speed minimum or CVT
6	Brakes	ABS, 4 wheel disc brakes
7	Fuel Tank	25 gallon, minimum
8	Max. Towing Capacity	6000 lbs or greater
9	Tow Package Equipped	Manufacturer installed towing package, shall consist of a minimum Class IV Trailer Hitch with 7-pin to 4-pin flat plug adapter. Heavy duty engine and transmission cooling system.
10	Power Options	Power windows and locks with remote entry system

OPTIONS

- 1 Diagnostic equipment CD
- 2 Installed front plate bracket
- 3 4 wheel drive
- 4 OEM Installed Bluetooth connectivity

Service Plan # 1 75,000 mile PM Service plan w/ 5K maintenance intervals
 Service Plan # 2 100,000 mile PM Service plan w/ 5K maintenance intervals
 Service Plan # 3 125,000 mile PM Service plan w/5K maintenance intervals

State of Delaware
Office of Management and Budget
Government Support Services

APPENDIX B - Pricing

The Appendix B – Pricing is a separate Excel spreadsheet formatted so each vendor can provide prices for vehicles and option codes specified.

To access the Appendix B – Pricing spreadsheet, go to the following web page:

<http://bids.delaware.gov/>

Select the Sedans and Hybrid Vehicles link in the Contract Title/Description. Once the main contract link is opened, the Appendix B – Pricing spreadsheet link will be listed. The file can be saved to your computer.

Bidders are asked to fill in the pricing spreadsheet as completely as possible. If not bidding on a specific make and model, please mark “**NO BID**” in the price field. All pages of spreadsheet shall be returned to the State, even “no bid” pages.

If there are any questions about how to retrieve any of the paperwork associated with this contract, please contact Danielle Ridgway at 302-857-4556 or by email at Danielle.ridgway@state.de.us

State of Delaware
Office of Management and Budget
Government Support Services

BID QUOTATION REPLY SECTION

CONTRACT NO. GSS12561-SEDANS/HYBRIDS

Sedans and Hybrid Vehicles – Model Year 2013 or Later

Please fill out the attached forms fully and completely and return with your bid in a sealed envelope clearly displaying the contract number to Government Support Services by **November 8TH, 2012 at 1:00 pm (local time)** at which time bids will be opened.

Bids shall be submitted to:

**STATE OF DELAWARE
GOVERNMENT SUPPORT SERVICES
CONTRACTING SECTION
100 ENTERPRISE PLACE - SUITE 4
DOVER, DE 19904-8202**

PUBLIC BID OPENINGS

The public bid opening insures the citizens of Delaware that contracts are being bid fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the bids at the time and place specified and the contract shall be awarded within thirty (30) days thereafter. The main purpose of the bid opening is to reveal the name(s) of the bidders(s), not to serve as a forum for determining the apparent low bidders. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each bid has been determined.

After receipt of a fully executed contract(s), the Delaware public and all bidders are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information.

NOTE: ONLY THE BIDDER'S NAME WILL BE READ AT THE BID OPENING

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
GOVERNMENT SUPPORT SERVICES
CONTRACTING SECTION
100 ENTERPRISE PLACE – SUITE 4
DOVER, DELAWARE 19904-8202

Attachment A

Proposal Reply Requirements

The response should contain at a minimum the following information:

1. Brief Vendor Cover Letter including an Applicant's experience, if any, providing similar services.
2. One (1) paper copy of the **Appendix B** bid response paperwork.

The **Appendix B** – Pricing Spreadsheet is available at the following website:

www.bids.delaware.gov

Vendors **MUST** provide copies of all pricing spreadsheet tabs. Vendors are requested to clearly mark “NO BID” for any specifications not interested in.

3. **One (1) electronic copy of the Appendix B bid response paperwork, saved in an Excel format to CD or DVD media disk, or USB memory stick.**
4. One (1) complete, signed and notarized copy of the non-collusion agreement (see Attachment C). **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK**
5. Attachment D – ~~Bid-Bond~~ **BOND NOT REQUIRED**
6. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment E) for each subcontractor – **only provide if applicable.**
7. One (1) completed Business Reference form (See Attachment F) – please provide references other than State of Delaware contacts. **Form must be included.**
8. One (1) completed ITB Exception form (See Attachment G) – please check box if no information. **Form must be included.**
9. One (1) completed Confidential Information form (See Attachment H) – please check box if no information provided will be considered confidential or proprietary. **Form must be included.**
10. One (1) complete Office of Supplier Diversity application (see link on Attachment I) – **only provide if applicable**

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as “non-responsive” and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
GOVERNMENT SUPPORT SERVICES
CONTRACTING SECTION
100 ENTERPRISE PLACE – SUITE 4
DOVER, DELAWARE 19904-8202

NO BID REPLY FORM

BID # GSS12561 SEDANS/HYRBRIDS **BID TITLE:** Sedans and Hybrids – Model Year 2013 or Later

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Bidder's List by so indicating below, or do not return this form or bona fide bid.

Unfortunately, we must offer a "No Bid" at this time because:

- _____ 1. We do not wish to participate in the bid process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to the State. Our objections are: _____

- _____ 6. We do not sell the items/services on which Bids are requested.
- _____ 7. Other: _____

FIRM NAME

SIGNATURE

_____ We wish to remain on the Bidder's List **for these goods or services.**

_____ We wish to be deleted from the Bidder's List **for these goods or services.**

CONTRACT NO.: GSS12561-SEDANS/HYBRIDS

TITLE: Sedans and Hybrids – Model Year 2013 or Later

OPENING DATE: November 8th, 2012 at 1:00 pm Local Time

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Government Support Services.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this Invitation to Bid including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Government Support Services.

COMPANY NAME _____ (Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE LICENSE NUMBER _____

(circle one) (circle one) (circle one)

COMPANY CLASSIFICATIONS: CERT. NO.	<u>Women</u>	Yes	No	<u>Minority</u>	Yes	No	<u>Disadvantaged</u>	Yes	No
	<u>Business</u>			<u>Business</u>			<u>Business</u>		
	<u>Enterprise</u>			<u>Enterprise</u>			<u>Enterprise</u>		
	<u>(WBE)</u>			<u>(MBE)</u>			<u>(DBE)</u>		

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

STATE OF DELAWARE
 OFFICE OF MANAGEMENT AND BUDGET
 GOVERNMENT SUPPORT SERVICES

Subcontractor Information Form
 CONTRACT NO. **GSS12561 – SEDANS/HYBRIDS**
 CONTRACT NAME: **Sedans and Hybrids Model Year 2013 or Later**

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. [INSERT CONTRACT NO.]	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OMWBE Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (<i>Signature</i>)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

Business References

CONTRACT NO. GSS12561- SEDANS/HYBRIDS
Contract Name: Sedans and Hybrids – Model Year 2013 or Later

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please list the contract.

1. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed:

2. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed:

3. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed:

PLEASE DO NOT INCLUDE STATE OF DELAWARE PERSONNEL AS REFERENCES.

State of Delaware

Office of Supplier Diversity Certification Application

The most recent application can be downloaded from the following site:
http://gss.omb.delaware.gov/osd/docs/certapp_022510.pdf



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: osd@state.de.us
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>