



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

State of Delaware

Delivery Tractor-Trailer

Invitation to Bid

Contract No. GSS12658-TRACTOR

March 6, 2012

**- *Deadline to Respond* -
March 20, 2012
*1:00 PM (Local Time)***

CONTRACT NO. GSS12658-TRACTOR

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for GSS12658-TRACTOR. The invitation consists of the following documents:

INVITATION TO BID - CONTRACT NO. GSS12658-TRACTOR

- 1 DEFINITIONS and GENERAL PROVISIONS
 - 2 SPECIAL PROVISIONS, GENERAL SPECIFICATIONS and TECHNICAL SPECIFICATIONS
 - 3 BID QUOTATION REPLY SECTION
- ATTACHMENTS:
- A – PROPOSAL REPLY REQUIREMENTS
 - B – NO BID REPLY FORM
 - C – NON-COLLUSION STATEMENT AND ACCEPTANCE
 - ~~D – BID BOND~~ **Not required for this contract**
 - E – SUBCONTRACTOR INFORMATION FORM
 - F – BUSINESS REFERENCES
 - G – ITB EXCEPTIONS
 - H – CONFIDENTIAL AND PROPRIETARY INFORMATION
 - I – OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE (OMWBE) APPLICATION

In order for your bid to be considered, all materials referenced in the bid quotation reply section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number, by March 20, 2012 at 1:00 PM (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 Peter Korolyk at 302-857-4559 or peter.korolyk@state.de.us.

S:\12658 ITB

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

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.

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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 its 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

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, the 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.

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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.

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

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.

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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.

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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, unless bond(s) have been waived as noted in the Special Provisions, 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.

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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.

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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.

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.

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- 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.

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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.

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CONTRACT NO. GSS12658-TRACTOR
Delivery Tractor-Trailer
SPECIAL PROVISIONS

1. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the procurement of Delivery Tractor-Trailer requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, Municipality 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 Invitation to Bid.

3. **CONTRACT PERIOD:**

Each contract shall be valid for one (1) year from April 1, 2012 through March 31, 2013. Each contract may be renewed for two (2) 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 Invitation to Bid (ITB). The State reserves the right to reject any non-responsive or non-conforming proposals.

Each bid proposal must be submitted with one (1) paper copy. The one (1) paper copy shall be marked "Master Copy" and **will contain original signatures** in all locations requiring a vendor signature.

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:**

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If agreement is reached to extend this contract for the first optional 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.

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.

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

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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.

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

Administrator, Government Support Services
Contract No. GSS12658-TRACTOR
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.

Vendors that bid on the contract do not need to provide a certificate of insurance at the time of bid submission. Government Support Services will require a Certificate of Insurance from an awarded vendor(s) on official notification of award.

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.

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Government Support Services will not require a copy of the business license at the time of bid submission.

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.

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.

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. (See Attachment G)

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22. **REQUIRED REPORTING:**

The awarded vendor will not be required to submit monthly vendor usage reports, for this contract, unless more than one (1) Delivery Tractor-Trailer tractor is sold. Otherwise, if more than one (1) unit is sold by the awarded vendor, the following required reporting conditions take effect:

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. 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 Vendors.

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 and/or women owned business (MWBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the MWBE, MWBE contact information (phone, email), type of product or service provided by MWBE and any MWBE certifications for the subcontractor (State MWBE 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 Supplier Diversity Liaison found at http://gss.omb.delaware.gov/omwbe/docs/sdc/mwbe_liaisons.xls and the OMWBE 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.

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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 UTILIZE 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.

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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> .

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.

34. **ENERGY STAR PRODUCTS:**

Contractors are encouraged to provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency. The offeror is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

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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. **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.

38. **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.

39. **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

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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.

40. **AFFIRMATION:**

The Contractor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

41. **AUDIT ACCESS TO RECORDS:**

The Contractor 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 Contractor 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 Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Contractor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of his/her duties under the Contract. Upon notice given to the Contractor, 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 Contractor's financial records will be borne by the Contractor. Reimbursement to the State for disallowances shall be drawn from the contractor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

42. **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.

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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.

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GENERAL SPECIFICATIONS

1. CONTRACT PURPOSE:

This contract will be issued to cover the procurement of Delivery Tractor-Trailer requirement for the Office of Management and Budget, Government Support Services. The contract will remain open for all other State Agencies and shall be accessible to any School District, Political Subdivision, Municipality or Volunteer Fire Company.

2. ESTIMATED QUANTITIES:

At this time, Government Support Services estimates that one (1) vehicle is to be ordered through this contract. However, additional quantities may be requested, configured and ordered through this contract.

3. PRICING:

Prices shall remain firm through the current model year bid.

All prices shall be listed in U.S. Dollars and include destination.

Agencies seeking to procure the same awarded model, may modify the awarded configuration, provided that the inclusion or deletion of options that is appropriately reflected in the price to be paid.

4. CURRENT MODEL YEAR:

The vehicle must be new, of the latest design and shall be of a current manufacture date.

5. 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.

6. 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.

7. SPECIFICATIONS REQUIREMENTS:

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

8. 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

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overall price to the State. **NOTE:** The bidding vendor will have sole responsibility for **all** warranty issues, and be the sole contact and coordinator of warranty repairs and service.

A copy of the manufacturer warranty must be made available with five (5) business days of written request or with the delivery of an ordered vehicle.

9. DEALER SERVICE BULLETINS:

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

10. SERVICE:

Service by authorized representative(s) of the vehicle and equipment manufacturers must be available within the State of Delaware. If a Delivery Tractor-Trailer service provider is not available within the State of Delaware, the bidding vendor must take exception to this criteria, list the exception on the Exception Form provided, and identify the name and location of a district authorized service facility.

11. EQUIPMENT MANUALS:

The awarded vendor(s) shall be required to furnish the following manuals with the delivery of each purchased vehicle:

- One (1) complete Operating manual, written or on CD media,
- One (1) complete Shop Repair manual, written or on CD media, and
- One (1) complete Parts Manual, written or on CD media.

12. RECALL NOTIFICATIONS:

Vendor shall supply ordering agency with any and all recall notifications for a period not less than four (4) years. Each individual ordering agency shall receive separate written recall notification.

13. BROCHURES:

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

14. 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

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the right, at its discretion, to independently confirm a vehicle manufacturer's decision to deny contract roll-over pricing.

15. 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.

16. VEHICLE TRAINING:

Complete instructions on the operation and 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. Training shall include operator training with instruction on safe and proper operation, operator adjustments, and basic preventive maintenance.

17. VEHICLE PREPARATION:

Prior to delivery each vehicle shall be completely serviced by the awarded vendor. 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.

No vehicle equipment, described as standard for model, shall be removed from the vehicle prior to delivery without the express written consent of the ordering agency.

Any ordered tractor shall not be delivered with less than a quarter (1/4) of a tank of fuel.

Each vehicle delivered must have not less than four (4) OEM keys. Keys shall be cut for, and/or be programmed for the vehicle delivered. Failure to provide the four (4) working keys may result in the receiving vendor delaying acceptance of the vehicle.

18. VEHICLE DELIVERY AND INSPECTION:

Prior delivering the vehicle to the ordering agency, the vendor must call to arrange an appointment to deliver the tractor. Ordering agencies are expected to make every reasonable effort to meet with the vendor during a standard business week (Monday through Friday), unless on a State holiday. Additionally, the delivery hours shall be between the hours of 9 AM and 3 PM, unless otherwise agreed to by both parties. The ordering agency shall not delay acceptance of the vehicle beyond three (3) business days from vendor request to deliver the ordered unit.

Vehicle shall be presented to the ordering agency, and the ordering agency shall inspect, review the vehicle along with a vendor representative to ensure the vehicle is new, fully serviced, undamaged, and ready for use. Should any defects be identified, the ordering agency retains the right to refuse acceptance until such defects are corrected. Any and all discussions about the corrections and time to complete

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corrections should occur between the ordering agency and awarded vendor, and seek to minimize the time the vehicle is withheld from service.

TECHNICAL SPECIFICATIONS

The technical specifications provided are for a Kenworth T300 Series Conventional Tractor. The specifications provided are the minimum requirements for the vocational tractor to be procured. Any and all bids submitted shall be the same as, **or equivalent to**, the specifications presented.

Vehicle Summary

	Unit		Chassis	
Model:	T300 Series Conventional.	Fr Axle Load (lbs):		12000
Type:	TRACTOR	Rr Axle Load (lbs)		23000
Description:	T3 Trac Auto 7/1/11	G.C.W. (lbs):		55000
	Application	Road Conditions:		
Intended Serv.:	Local pickup & delivery. Vehicles which haul	Class A (Highway)		90
Commodity:	Other food/farm products	Class B (Hwy/Mtn)		10
		Class C (Off-Hwy)		00
		Class D (Off-Road)		00
	Body	Maximum Grade:		6
Type:		Wheelbase (in):		168
Length (ft):	0.0	Fr Axle to BOC (in):		68
Height (ft):	0.0	Cab to Axle (in):		100
Max Laden Weight (lbs):	0	Cab to EOF (in):		160
	Trailer			
No. of Trailer Axles:	2			
Type:	Reefer van			
Length (ft):	45.0			
Height (ft):	13.0			
Kingpin Inset (in):	36			
Corner Radius (in):	1			
			Special Req.	
			U.S. Domestic Registry, 50-State	
	Restrictions			
Length (ft):	120			
Width (in):	102			
Height (ft):	13.5			

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Data Model	Code	Description
0000310	○	T300 Series Conventional. Electric Door locks LH/RH; Ignition & doors keyed alike; Single electric horn; Single-piece windshield; Electric windshield wipers, 2-speed plus intermittent; Electric windshield washers; Steering wheel 18in. 4-spoke; Glovebox door with locking latch; Dash-mounted cruise control with switches; Turn signal switch with column-mounted dimmer; Standard dash panels include gray w/ burl wood accents; Slate Gray interior primary color; Dark Slate Gray seat color; Floormat; Inside sunvisor, LH/RH; Door courtesy lights; Under-dash center console with 1 cup holder, 1 ashtray & 1 lighter.
0070006	○	T370 Class 7: medium-duty Conventional.
0080050	○	CARB Idle Emissions Reduction Feature for PX-6 & PX-8.
0090015	○	Medium-duty 4x2 automatic.
0091170	○	Other food/farm products
0093005	○	Local pickup & delivery. Vehicles which haul freight, typically operating within a 100-mile radius, on public streets & highways, & other paved surfaces, including limited Class C roads. Includes package & freight delivery, as well as fuel oil or petroleum distribution, etc. Road usage: minimum 3% Class B, do not code for Class D.
0096060	○	Reefer van
0098025	○	U.S. Domestic Registry, 50-State
Engine & Equipment		
0129350	○	PACCAR PX-8 350 2010 350@2000 320@2200 1000@1400. Includes turbo exhaust brake, no code is used. Diagnostic Plug for data link, Oil Cooler, Aluminum Flywheel Housing. N09020 P02 Yes...Cruise Control Auto Resume N09040 P04 No....Auto Engine Brake in Cruise N09060 P06 Yes...Gear Down Protection N09100 P11 No....Engine Protection Shtdwn N09120 P14 75....Max Vehicle Speed in Top Gea N09140 P19 75....Max Cruise Control Speed N09160 P26 1400..Max PTO Speed N09180 P10 Yes...Idle Shtdwn N09200 P32 5.....Idle Shtdwn Time N09220 P33 No....Idle Shtdwn Override

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Data	Code	Description
1000153	O	Prospector version 28.0 Supersedes previous version 27.0
1002060	S	Air compressor: Cummins 18.7 CFM, ISC,ISL, ISM & ISX, PX-6, PX-8 & Westport GX.
1031130	S	Air Cleaner: Dry-type firewall mounted w/filter restriction indicator.
1121200	S	Cooling module: 1000 square inches T170/T270/T370/T470.
1247130	O	Horizontal crossover DPF/SCR for PX-8 w/ horizontal tailpipe below LH rail.
1323109	O	Fleetguard filter/Water separator FS1003 w/WIF (water in fuel) sensor. For PACCAR PX-8 or Cummins ISL engines.
1504006	O	Block heater, PACCAR PX-6 & PX-8 750 watt for PX-6 & 1000 watt for PX-8 engines.
1700149	O	Retarder Jacobs for PX-8/ISL w/2-way switch. Replaces the standard turbo brake for PX-8 engines.
1812190	S	Alternator: PACCAR 130 amp brushless.
1821210	O	Batteries: 3 PACCAR GP31 threaded post (700) 2100 CCA dual purpose. 12-VOLT LIGHT SYSTEM W/CIRCUIT PROTECTION
1836100	S	Starter: PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.

Transmission & Clutch

2011095	O	Transmission: Allison 3000RDS 6-speed w/PTO drive gear. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions. Requires a push button shift control code. Oil temperature gauge is standard on class 8 models.
2406452	O	Driveline: 2 SPL170XL 1 centerbearing requires 3500057 interaxle driveline.
2410018	O	Torque converter included w/Allison Transmission.
2410061	O	Auto neutral for Allison - single input.

Front Axle & Equipment

2502203	O	Dana Spicer E-1202I Front Axle rated 12K 3-1/2in. drop.
2603006	S	Front brakes included w/ front hub package.
2701000	S	Air Brake: 14,600 lb. package includes 16-1/2 x5 brakes, cast drums, aluminum 10-bolt hub pilot LMS hubs, hubcaps, oil seals & automatic slack adjusters. For use w/ 22-1/2in. wheels.

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Data	Code	Description
2863015	O	Front Springs: Taperleaf 12K w/ shock absorber for use on 2010+ chassis w/ 22.5in. wheels only.
2893071	S	Single power steering gear: 13.2K TRW THP60 for air brakes. Use only w/ 2010+ chassis.
Rear Axle & Equipment		
3041190	O	Single Dana Spicer S23-190 single reduction rear axle. Single rear axle rated at 23K.
3200538	O	Rear Axle Ratio - 5.38.
3300000	S	Single rear brakes included w/rear hub package.
3403003	O	26K air brake package includes 16-1/2x7 in. brakes, cast drums, iron 10-bolt hub pilot hubs, slack adjusters and oil seals for use w/ 22.5 in. wheels.
3485009	S	Spring Brake: 3030 high output single.
3495226	S	Bendix 4S/4M anti-lock brake system. Current generation ECU is Bendix ABS 6.
3632277	O	Rear suspension: single Hendrickson HAS230L 23K. Welded crossmember & gussets w/shocks at 7.8 in. height. Medium-duty. . Includes air suspension dump valve.

Tires & Wheels

4017099	O	Front tires: Michelin XZE2 11R22.5 14PR. 41.3 in. diameter. 19.2 in. SLR.
4217094	O	Rear tires: Michelin XDN2 11R22.5 16PR. 41.7 in. diameter. 19.5 in. SLR. Code is priced per pair of tires.
4900004	O	Rear Tire Quantity: 4
5045162	O	Front wheel: Alcoa 88367 22.5x8.25 aluminum with Lvl One [TM] finish, hub pilot mount. 7400lb. maximum rating.
5245162	O	Rear wheel: Alcoa 88367 22.5x8.25 aluminum with Lvl One [TM] finish, hub pilot mount. 7400 lb. maximum rating. Code is priced per pair of wheels.
5854010	O	Single front axle: 2 Polished wheels. Polished outboard surface of aluminum wheels.
5854011	O	Single rear axle: 2 Polished wheels. Polished outboard surface of outer dual or single aluminum wheels.
5900004	O	Rear Wheel/Rim Quantity: 4

Frame & Equipment

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Data	Code	Description
6054250	O	Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to 308 in. Truck frame weight is 2.91 lb.-in. per pair of rails. Section modulus is 14.80 cu.in., RBM is 1,776,000 in-lbs per rail. 120,000 PSI yield. Heat treated. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.
6308710	S	Bumper: Aerodynamic, Painted. Requires a bumper setting code.
6319409	S	40.9 in. Bumper setting. Requires a bumper code.
6321005	O	Removable Front Tow Hooks: 2.
6390103	S	Front mudflaps.
6404406	S	Battery box: Steel parallel under w/ aluminum diamond plate cover w/ step w/ aluminum step brackets.
6409901	O	Battery box location: LH Side.
6410010	O	Frame access grabhandle(s) LH mounted. Placement and quantity of grabhandles may vary due to FMCSR frame access requirements.
6414024	O	2 ft. frame access aluminum deck plate.
6418006	O	Frame access steps: 2 ladder-type, LH mount. Available when rear of tank extends less than 24 in. behind rear of cab, sleeper, or side extender.
6490430	O	One bolted rear cab crossmember: Replacing T3 standard.
6593090	O	Fifth Wheel: Air, Jost JSK37USB-A7PX12 12.0 in. slide, 6.75 in. height. Outboard mounting angles, 50K vertical rating, retractable LH handle. Air slide control valve standard in dash. Accommodates a 2 in. SAE kingpin. Requires some style of trailer connections.
6680000	O	FW rear/fixed setting ahd of bogie 0 in indicates rearmost setting measured forward from centerline of tandem or single rear axle
6721102	O	Rear mudflap arms: Betts B-25 standard-duty, straight. Includes B1732 mounting brackets as standard.
6722000	O	Rear mudflap shields: White plastic antisail w/ Kenworth logo.
6737120	O	Quarter Fenders: Black Polypropylene w/ painted steel brackets, single post mounted.
6744121	O	Tractor Taper w/o crossmember. Non-towing end-of-frame configuration.

Fuel Tanks & Equip

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Data	Code	Description
7010100	O	Fuel Tank: 100 US gallon 22in. aluminum under replace. Class 8 fuel tank includes an anti-siphon device on the filter neck.
7722020	O	Medium round DEF tank. 18 gallons of useable volume. The tank will be located just rearward of the under cab component on the side you specified, but will not be displayed in the Prospector graphic. Required capacity is calculated by fuel capacity of the vehicle and is a minimum of 6% by volume. This capacity will accommodate two diesel re-fillings for every DEF re-filling.
7840015	O	Polish only one aluminum tank.
7840038	O	Polished cover for 1 DEF tank any size.
7889061	O	Polished stainless steel tank straps for 1 tank.
7889603	O	DEF tank location is on the RH.
7910100	O	Location: 100 gal fuel tank RH under cab
Cab & Equipment		
8024310	S	Cab: Curved Glass Conventional. Cab includes aluminum & fiberglass fully hucked cab w/ all aluminum bulkhead doors & continuous stainless steel piano-style door hinges. Single electric horn standard. Incandescent exterior lights include diagnosable bulb detection and warning. Trailer cable on tractors includes integrity detection. Standard features include multiplex wiring for interior lights, automated pre-trip inspection, short and open check diagnostics, and programmable daytime running lights. Warning alarm will sound when lights are left on.
8090310	S	Hood: Sloped aerodynamic hood includes grill & separate bumper.
8108010	S	Cab heater: W/integral defrosters & A/C 45,000 btu cab heater. No sleeper heater/AC. Includes 5 mode rotary control. T660 include filter media.
8201200	O	Adjustable telescoping tilt steering column.
8208495	O	Two spare switches: Wired to power.
8221144	O	Gauge: Air suspension pressure gauge.
8282004	O	KW Driver Information Center: Includes fuel economy, RPM display, trip information, truck information, diagnostics, gear display, alarm clock.
8282009	S	Instrument package: Includes speedometer, tachometer, fuel gauge, engine coolant temperature gauge, engine oil pressure, voltmeter. Class 8 also includes primary & secondary air reservoir gauges & an air application gauge. DEF level gauge and warning lamp are included with 2010 engines. Engine hour meter and outside air temperature readouts are standard. Primary read out will be MPH. Add 8240620 to switch primary scale to KPH in Canada.
8330013	O	Cab interior: Apex. Includes cloth headliner & cab back panel, slate gray interior color, dark slate gray seats, floor mats, LH/RH inside sunvisors & door courtesy lights.

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Data	Code	Description
8410191	O	Driver seat: Kenworth Air cushion Plus HB vinyl. Standard features includes 7 in. fore and aft slide adjustment w/isolator, 6-23 degree recline, air suspension with cover, dual armrests, and single chamber air lumbar support. Seat cushion is 20 inches wide w/ 2-position tilt and 2-position front cushion extension. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted and includes a map pocket. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Black seat belts for T700, gray on all other models.
8480191	O	Rider seat: Kenworth Air cushion Plus HB vinyl. Standard features includes 7 in. fore and aft slide adjustment w/isolator, 6-23 degree recline, air suspension with cover, dual armrests, and single chamber air lumbar support. Seat cushion is 20 inches wide w/ 2-position tilt and 2-position front cushion extension. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Black seat belts for T700, gray on all other models.
8601404	O	Kenworth radio: AM/FM/CD/weather band. W/LED lighting.
8699916	O	Dash mounted CB assembly: W/leads & antennas. Includes dual antenna leads & dual antennas.
8700083	O	Under-dash center console: W/2 cup holders, 1 ashtray, 1 lighter, 1 12V outlet & a storage compartment.
8700154	O	Self cancelling turn signal: W/head light dimmer switch .
8800200	S	Cab access contoured grabhandles, LH/RH.
8832112	S	Daylite doors, includes RH peeper window. Ignition and doors are keyed alike. Electric locks are standard on both cab doors.
8841618	O	Dual rectangular air horn 23 in. LH & RH top of roof. Includes air horn covers.
8850210	S	Dual convex mirrors 7-1/2 in. w/ offset mounting.
8850300	S	Single convex mirror 8-1/2 in. x 4-7/16 in. located on rider side.
8866101	O	Mirror: Dual Prutsman mirror 7 in. x 16 in. polished stainless steel, thermostatically controlled. switch located on door pad.
8869005	S	Mirror brackets 8-1/2 ft load width.
8871438	S	Rear cab stationary window 17 in. x 36 in.
8879200	S	Manual LH & electric-powered RH door window. Switch located on door.
8890134	O	Exterior aerodynamic sunvisor w/ integral marker lights.

Lights & Instruments

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Government Support Services

Data	Code	Description
9010801	S	Headlamps: Low beam dual complex reflector, high beam halogen.
9026200	O	Marker Lights: Five aerodynamic mounted in sunvisor.
9030010	S	Turn Signal Lights: Mounted on fender
9052011	O	Dual Flush Floodlights: First set. Each floodlight includes one switch.
9059911	O	Floodlight Location: Located mid - first set.
9070012	O	LED Stop/Turn/Tail - Flange Mounted with two LED backup lights
9090845	O	Circuit Breakers: Replacing fuses. Does not apply to any 5-amp fuse box position. Breakers include stop/brake/turn, tail lamp, high & low beams, marker/clearance lamps, horn, fuel heat, gauges, wipers, air dryer, HVAC controls, panel lamps.
Air Equipment		
9101210	S	Air Dryer: Bendix AD-IS heated.
9110037	O	Air & Electrical Supply Kits: Tractor BOC-mounted kit w/ cab-mounted slide bar & spring hanger. Gladhands LH side. Kit includes dash mounted trailer air supply valve, trailer hand control valve, and hoses/fittings for the valves. Dash mounted parking brake valve and tractor protection valve are standard. Air lines are detachable at one end only, light lines are detachable at both ends. Conspicuity components are standard.
9121112	O	Coiled air & light lines replacing straight lines . Included in tractor kit. 12ft working length.
9140328	O	Trailer ABS electric supply through SAE J560 7-pin connector per TMC RP137).
Extended Warranty		
9200022	S	Medium-duty Warranty: 1-year/unlimited mi.
9210211	O	2010 EPA medium duty Surcharge \$7000.
Miscellaneous		
9490003	O	Additional lead time required for off highway & /or speciality component truck.
9490206	O	Triangle reflector kit. Kit consists of 3 triangles in plastic carrying case.
9490404	O	One 5 lb. dry chemical type fire extinguisher mounted outboard of driver seat. Class ABC.
Paint		
9700000	O	Paint color number. N97020 A - L6157EB BLUE N97400 SUNVISOR L6157EB BLUE N97200 FRAME N0001EA BLACK

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Data	Code	Description
9943119	S	Imron solid 1 color non-sleeper Spec A.
9965510	S	Base coat/clear coat. The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.

Vendors bidding a manufacturer other than the Kenworth model listed above, should ensure that the alternative bid is equivalent to the established specifications. Any deviations which significantly alter the vehicle from the specifications shall identify those deviations below.

EXCEPTIONS TO VEHICLE SPECIFICATIONS LISTED

Attach additional pages if necessary

BID QUOTATION

ESTIMATED DELIVERY TIME (days): _____

VEHICLE COST (including shipping): _____

COMPANY NAME: _____

Address: _____

Phone No.: _____

Fax No. _____

Email: _____

Signature & Date: _____

In addition to the preceding information, vendors shall provide a vehicle build sheet or estimate along with the bid quotation and information specified in the reply section below.

BID QUOTATION REPLY SECTION

CONTRACT NO. GSS12658-TRACTOR

Delivery Tractor-Trailer

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 March 20, 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

Proposal Reply Requirements

Each bid submission response should contain, at a minimum, the following information:

1. One (1) brief Vendor Cover Letter including an Applicant's experience, if any, providing similar services.
2. One (1) copy of the **Bid Quotation** response paperwork (located at the bottom of the Technical Specifications).

NOTE: Significant vehicle exceptions to the vehicle specified should be listed on the Bid Quotation page. If no vehicle exceptions exist, please mark "NONE" in this section. Otherwise, it is a vendor's responsibility to mark significant vehicle specification exceptions in the section provided, and may attach additional pages, clearly marked as such, if necessary.

3. One (1) copy of the vehicle build sheet, which includes the vehicle manufacturer brand and model, all options, weights, and clearly identifies bidding vendor.
4. One (1) complete, signed and notarized copy of the non-collusion agreement (see Attachment C). **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK**
5. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment E) for each subcontractor – only provide if applicable.
6. One (1) completed Business Reference form (See Attachment F) – please provide references other than State of Delaware contacts. **Form must be included.**
7. One (1) completed ITB Exception form (See Attachment G) – please check box if no exceptions have been identified. (Please utilize the ITB Exception form for contract exceptions, other than the previously disclosed vehicle specification exceptions which are to be noted on the Bid Quotation page). **The ITB Exception form must be included even if no exceptions are taken.**
8. 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 even if nothing is marked confidential.**
9. One (1) complete OMWBE 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.

Vendors shall provide one (1) paper copy of the above referenced items. One (1) paper copy shall be marked "MASTER COPY" and have original signatures in all corresponding locations.

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Attachment B

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 # GSS12658-TRACTOR

BID TITLE: Delivery Tractor-Trailer

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.**

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Attachment C

CONTRACT NO.: GSS12658-TRACTOR
TITLE: Delivery Tractor-Trailer
OPENING DATE: March 20, 2012 at 1:00pm (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.

	Corporation
	Partnership
	Individual

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)

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

[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
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Attachment D

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Attachment E

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
GOVERNMENT SUPPORT SERVICES

Subcontractor Information Form

CONTRACT NO. **GSS12658-TRACTOR**
Contract Name: **Delivery Tractor-Trailer**

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. GSS12658-TRACTOR	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	
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. **GSS12658-TRACTOR**
Contract Name: **Delivery Tractor-Trailer**

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.

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Government Support Services



State of Delaware

Office of Minority and Women Business Enterprise Certification Application

The most recent application can be downloaded from the following site:

http://gss.omb.delaware.gov/omwbe/docs/certapp_022510.pdf



Complete application and mail, email or fax to:

Office of Minority and Women Business Enterprise (OMWBE)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: deomwbe@state.de.us
Web site: <http://gss.omb.delaware.gov/omwbe/index.shtml>