STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

March 4, 2015

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

FROM: DANIELLE RIDGWAY
STATE CONTRACT PROCUREMENT OFFICER
302-857-4556

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS14560-TRUCKS/VANS
TRUCKS AND VANS – MODEL YEAR 2015 OR LATER

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KEY CONTRACT INFORMATION

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

KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD

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Each contractor's contract shall be valid for a seven (7) month period from March 4, 2015 through October 31, 2015. Each contract may be renewed for three (3) additional one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS

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Chas S. Winner DBA Winner Ford 250 Haddonfield Berlin Rd Cherry Hill, NJ 08034 POC : John Grealy Phone : 856-427-2664 Fax: 856-428-4718 Email: jgrealy@winnerford.com **FSF: 0000007920** **Awarded: Specification F, J, L, and O**	**Hertrich Fleet Services** 1427 Bay Road Milford, DE 19963 POC: Christopher Wilder Phone: 302-422-3300 Fax: 302-839-0555 Email: cwilder@hertrichfleet.com **FSF: 0000028281** **Awarded: Specification A, C, D, E, F, G, H, I, J, L, M, and N**
IG Burton and Company 793 Bay Road Milford, DE 19963 **POC :** Shayne Fannin **Phone # :** 302-422-3041 x 2004 **Fax #:** 302-422-1684 **Email: sfannin@igburton.com** **FSF #0000024647** **Awarded: Specification C and K**	**Townsend Bros. Inc** 1450 S. DuPont Hwy, Dover, DE 19901 **POC:** Jeff Townsend **Phone #:** 302-374-0100 **Fax#:** 302-674-8131 **Email:** jtownsend@townsendchevy.com **FSF # 0000024548** **Awarded: Specification B**

4. SHIPPING TERMS

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

5. DELIVERY AND PICKUP

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

6. PRICING

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

Pricing Spreadsheet is available on the Trucks and Vans contract page at: http://contracts.delaware.gov/

ADDITIONAL TERMS AND CONDITIONS

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7. BILLING

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

8. PAYMENT

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. PURCHASE ORDERS

Agencies are required to identify the contract number GSS14560-TRUCKS/VANS on all Purchase Orders (P.O) and shall complete the same when entering P.O. information in the State's Financial Reporting System.

12. REQUIREMENTS

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

13. HOLD HARMLESS

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

14. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

15. FORCE MAJEURE

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

16. AGENCY'S RESPONSIBILITIES

The Agency shall:

a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.

b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.

d. The state has several remedies available to resolve non-performance issues with the contractor.

The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.

e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. http://gss.omb.delaware.gov/divisionwide/forms.shtml.

16. 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.

17. 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.

18. CERTIFICATE OF ORIGIN

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

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

19. TITLING STATE OWNED VEHICLES

State owned vehicles shall include all vehicles owned and/or operated by a covered state agency, legislative agency or school district and insured by the state's Insurance Coverage Office. Any vehicle purchased by a state agency that requires licensing and titling by the Division of Motor Vehicles shall have the first line of the title read "State of Delaware". The next line of the title shall be "c/o" followed by the name of the department, school or higher education entity with the appropriate corresponding mailing address listed thereafter.

20. SPECIFICATIONS REQUIREMENTS

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

21. PRODUCTION / ORDER CUTOFF DATES

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

22. DEALER SERVICE BULLETINS

Minimum of one (1) copy each bulletin already published applicable to the model year car purchased must be furnished before the time of delivery of the first new vehicle. 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.

23. 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.

24. BROCHURES

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

25. MODEL YEAR ROLL-OVER

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

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

26. VEHICLE 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.

27. VEHICLE 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.

28. GLOBAL POSITIONING 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, Contract No. GSS11555-VEHICLE_TRACK. Agency/school district *asse*ts 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.

29. VEHICLE SPECIFICATIONS

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

http://contracts.delaware.gov/