



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

October 20, 2016

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

FROM: STEVEN CHILLAS
STATE CONTRACT PROCUREMENT OFFICER I
302-857-4549

SUBJECT: **AWARD NOTICE – ADDENDUM #1**
CONTRACT NO. GSS16702-MOTORCYCLES
Motorcycles-effective December 1, 2017

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KEY CONTRACT INFORMATION**

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

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

2. CONTRACT PERIOD

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Each contractor’s contract shall be valid for a one (1) year period from December 1, 2016 through November 30, 2017. Each contract may be renewed for three (3) 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.

1. Addendum #1 extends the contract for one year from December 1, 2017 through November 30, 2018. This addendum also increases the cost of the motorcycles from \$17,500 for FY 17 to \$17,725 for FY 18 effective December 1, 2017.

3. VENDOR

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Rommel Motorsports Delaware, Inc. 2160 New Castle Ave. New Castle, DE 19720 Contact: Joe Pleasant Phone: 302-658-8800 Fax: 302-888-0535 Email: cmaassen@rommelusa.com FSF #:0000130323

4. SHIPPING TERMS

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

5. DELIVERY AND PICKUP

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Delivery and pickup terms are included in the Requirements section of this Award Notice.

6. PRICING

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Prices will remain firm for the term of the contract year.
Pricing is found on the Pricing Spreadsheet.

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 that are part of the First State Financial (FSF) system are required to identify the contract number GSS16702-MOTORCYCLES 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

Listed below are the general terms and conditions associated with supplying the Police Motorcycles to the State of Delaware.

- a. **Standard solid exterior colors with standard interior trim shall be selected after the award is made unless otherwise indicated on the pricing spreadsheet.**
- b. Tire size and type shall be original equipment brand as indicated in the specification sheet.
- c. Each vehicle shall include all required equipment as listed in this specification unless deletion is listed in the pricing spreadsheet
- d. The vehicle shall be new and of the model year, or newer.

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- e. The vehicle specifications provided show the **MINIMUM** requirements for each police vehicle requested.
- f. The vehicle shall include all genuine parts, accessories and equipment considered standard by the manufacturer for the vehicle offered by the vendor.
- g. If items listed under Options on specification sheets are desired they must be specified by the Using Agency. These items shall not be furnished by the vendor unless specified in the specific agency Purchase Order.
- h. Each vehicle shall be clean, lubricated and serviced ready for immediate service.
- i. Each vehicle shall be protected to 20 degrees Fahrenheit below zero with permanent type antifreeze.
- j. Each vehicle shall include 1/2 filled fuel tank(s) or 10 gallons whichever is less.
- k. Each vehicle shall be free of dealer signs and emblems.
- l. Each vehicle shall conform to the requirements of the Delaware Motor Vehicle Code.
- m. The vehicle shall comply with all applicable Federal Motor Vehicle Safety Standards.
- n. Each vehicle shall include the proper form to apply for Delaware Title and License including the original Manufacturer's Statement of Origin signed by the vendor and notarized. All title papers shall be properly executed and application for title shall indicate the name and address exactly as shown on the applicable Purchase Order.
- o. Each vehicle shall include a copy of the manufacturer's service and standard warranty policy with all warranty verification vouchers, certificates or coupons. Vendor must provide any extended warranty program offers concerning pricing.
- p. At the time of vehicle delivery, the vendor shall furnish an original and three (3) copies of the invoice which shall include the key number, vehicle color and Purchase Order Number.
- q. The vendor shall comply with the manufacturer's standard warranty, or authorize a qualified dealer in the locality in which the unit is assigned to do whatever is required to comply with the manufacturer's warranty.
- r. The vendor shall comply with the manufacturer's recommended pre-delivery service.
- s. The ordering agency will inspect all vehicles prior to acceptance. It will be the responsibility of the delivering dealer to remove any vehicle rejected by the ordering agency within two (2) working days after notification, and return the vehicle to the ordering agency upon correction of deficiencies. Date in service will be the date the vehicle is accepted by the ordering agency, not the date of delivery.
- t. The State disclaims any liability for damage to vehicles not unconditionally accepted by the State.
- u. Unless otherwise indicated, all items requested in this specification for each vehicle which are listed in the manufacturer's specification book as standard or optional equipment shall be factory installed and operative.

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

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

- v. Vendors must be aware that deliveries can be to any location statewide, not only to DSP Headquarters, Dover location. All vehicle deliveries shall be coordinated through the ordering agency. **No additional charges freight or delivery charges will be accepted as part of this contract.**
- w. **Vendor shall call for delivery schedule at least 48 hours in advance.**
- x. **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. Delivery shall be FOB destination, Freight pre-paid.
- y. 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 proper operation and basic preventive maintenance of the vehicle.
- z. Keys - one (1) key configuration shall be universal fit all locks. **All Motorcycles shall have four (4) sets of individually coded and functional keys for each vehicle.**
- aa. **“No cost” options or standard equipment shall not be removed unless requested by the State.**

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible on this contract webpage.

13. 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.

14. APPLICABLE DOCUMENTS

The following standards, or applicable parts of the issue, shall apply at the discretion of interested State agencies:

- State of Delaware Motor Vehicle Code
- Federal Motor Vehicle Safety Standards
- Federal Standard 297-A
- Delaware Department of Transportation Standards and Regulations

15. FRANCHISED OR AUTHORIZED REPRESENTATIVE

The vendor 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.

16. 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

17. 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.

Any titling questions may be referred to the DSP Fleet Manager or other appropriate contact as necessary.

18. VEHICLE WARRANTY

The vendor will have sole responsibility for all warranty issues, including the coordination of repairs for vehicle conversions such as, but not limited to, supplemental cooling systems, body defects, electrical problems, dump or utility bodies, lighting systems, etc. It is to be understood the State will not coordinate a warranty repair that involves multiple parties such as a supplemental equipment provider, an installer/converter and the vehicle manufacturer/supplier. The vendor will be the sole contact and coordinator of warranty repairs and service.

19. DEALER SERVICE BULLETINS

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

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

20. 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.

21. SERVICE MANUALS

The vendor shall furnish a minimum of two (2) service manuals and/or CD's (including emissions, electronics, and Electrical/Vacuum Trouble Shooting Manual) to the Delaware State Police (DSP) Fleet Manager. The delivery of the manuals shall coincide with the delivery of the first vehicle ordered through this contract.

If manuals are not available from the manufacturer, or are on production back order, the vendor is required to communicate any delays to the ordering agency and identify an action plan for meeting this requirement moving forward.

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

If the vendor can supply manuals and support documentation electronically and/or on-line, the State may waive the minimum two (2) copies requested. Individual vendor requests to waive this requirement are to be directed to the DSP Fleet Manager.

22. BROCHURES

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

23. 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. 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.

24. 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.

25. 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.

26. 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.

27. 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>.

28. DOCUMENT HISTORY

1. Addendum #1 extends the contract for one year from December 1, 2017 through November 30, 2018. This addendum also increases the cost of the motorcycles from \$17,500 for FY 17 to \$17,725 for FY 18 effective December 1, 2017.