



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

August 28, 2018

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

FROM: WALT GORMAN
STATE CONTRACT PROCUREMENT OFFICER
302-857-4556

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS18013-POLICEVEH
Police Pursuit Vehicles – Model Year 2019 or Later

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KEY CONTRACT INFORMATION

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
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KEY CONTRACT INFORMATION

This award DOES NOT cover vehicle upfitting. Vehicle Upfitting is available through a separate State of Delaware contract. For other Police Pursuit rated vehicle specs refer to GSS17013-POLICE_VEH found at: http://contracts.delaware.gov/contracts_detail.asp?i=4592

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 period from September 1, 2018 to August 31, 2019. 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.

3. VENDORS

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GSS18013-POLICEVEHV01 Hertrich Fleet Services 1427 Bay Rd, Milford, DE 19963 POC: Christopher Wilder Phone #: 302-422-3300 Fax#: 302-839-0555 Email: cwilder@hertrichfleet.com FSF #: 0000028281 Awarded Spec K, L, R

4. SHIPPING TERMS

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

5. VEHICLE DELIVERY

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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. Pricing can be 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 GSS16013-POLICEVEH 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 Police Pursuit Vehicle requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company or higher education entity receiving state funds. Furthermore, this contract shall be accessible to all other entities as identified by Del. Code, Chapter 69, Title 29 § 6910.

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

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>.

17. NO PRESS RELEASES OR PUBLIC DISCLOSURE

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

18. 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.

19. 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.

20. AUTOMOTIVE STANDARDS

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

- State of Delaware Motor Vehicle Code
- Federal Motor Vehicle Safety Standards
- Delaware Department of Transportation Standards and Regulations
- DE Code, Title 7, Chapter 67 Motor Vehicle Emissions

21. FRANCHISED 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.

22. SPECIFICATIONS REQUIREMENTS

All equipment listed in each specification must be standard OEM equipment.

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

23. CERTIFICATE OF ORIGIN

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

- The Certificate of Origin
- Title Application
- Odometer Mileage Certification (if identified on Certificate of Origin, additional certificate not required)

24. MICHIGAN STATE POLICE CERTIFICATION

All police vehicles offered, unless otherwise noted as a Special Services vehicle, must have been successfully tested at the annual vehicle testing, conducted by the Michigan State Police in Lansing, MI. If required, bidders must provide documentation to demonstrate compliance to this testing requirement, and the vehicles' reported performance.

25. PRODUCTION / ORDER CUTOFF DATES

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

The awarded vendor(s) shall notify the State of any production date changes within two (2) weeks after the manufacturer publishes said changes.

26. BROCHURES

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

27. 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.

28. GLOBAL POSITIONING SYSTEM (GPS)

All agencies/school districts, purchasing under this contract, are required to have GPS installed on their acquisition at the time of titling, and must maintain the monitoring throughout the life from the existing GSS contract, Vehicle Tracking System, Contract No. GSS11555-VEHICLE_TRACK, or its subsequent replacement. Agency/school districts 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 for 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. 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 Government Support Services’ Fleet Administrator.

30. DELAWARE STATE POLICE VEHICLE ORDER TEMPLATE

Awarded vendors will be required to partner with Delaware State Police to establish a Vehicle Order Template to be used for all future DSP purchases. The template shall meet the DSP Fleet Manager’s approval.

31. VEHICLE CATALOG

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

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

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

32. VEHICLE WARRANTY

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

33. DEALER SERVICE BULLETINS

Minimum of one (1) copy each bulletin already published applicable to the model year car purchased must be furnished before the time of delivery of the first new vehicle. Delaware State Police is to be placed on the mailing list to receive one (1) copy minimum of dealer service bulletins each time it is published. All aforementioned bulletins must be supplied to DSP at no charge. Failure to supply these bulletins could lead to disqualification in the future. The awarded vendor shall also make available service bulletins to any other agencies on an “as requested” basis at no additional charge.

34. 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 have successfully completed a pre-delivery inspection by the awarded vendor(s).

35. SERVICE MANUALS

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

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

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

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