STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

April 8, 2019

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

FROM: COURTNEY MCCARTY
STATE CONTRACT PROCUREMENT SUPERVISOR
302-857-4557

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS19013-POLICE_VEH
Police Pursuit Vehicles – Model Year 2019 or Later

TABLE OF CONTENTS
OF
KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT 2
2. CONTRACT PERIOD 2
3. VENDORS 2
4. AWARDED SPECIFICATIONS 2
5. OTHER AVAILABLE SPECIFICATIONS 3
6. VEHICLE DELIVERY 3
7. SHIPPING TERMS 3
8. PRICING 4
ADDITIONAL TERMS AND CONDITIONS 4

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

This award DOES NOT cover vehicle upfitting. Vehicle upfitting is available through GSS15735A-VEH_UPFIT, VEHICLE UPFITTING.

1. MANDATORY USE CONTRACT

(Return to Table of Contents)

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

(Return to Table of Contents)

Each vendor's contract shall be valid through August 31, 2019. 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.

3. VENDORS

(Return to Table of Contents)

GSS19013-POLICE_VEHV01 **Chas S. Winner, Inc. /DBA/ Winner Ford** 250 Berlin Road Cherry Hill, NJ 08034 POC: Richard Coyle PH: 856-214-0758 EM: rcoyle@winnerford.com FSF: 0000007920 **Spec: U**	GSS19013-POLICE_VEHV02 **Hertrich Fleet Services** 1427 Bay Road Milford, DE 19963 POC: Jim Blecki PH: 800-698-9825 EM: jblecki@hertrichfleet.com FSF: 0000028281 **Spec: T**

4. AWARDED SPECIFICATIONS

(Return to Table of Contents)

This contract includes the following vehicles. Refer to Pricing Spreadsheet for additional information and pricing. **Vehicle upfitting is available through GSS15735A-VEH_UPFIT, VEHICLE UPFITTING.**

SPECIFICATION	VEHICLE DESCRIPTION
Specification T	Ford F150 Police Responder Crew Cab Pickup 4WD or approved equal
Specification U	Ford Police Interceptor Utility or approved equal

5. OTHER AVAILABLE SPECIFICATIONS

(Return to Table of Contents)

Other related Police Pursuit Vehicles are available through other contracts. Please refer to table below, which includes a link to the contract. All Police Pursuit Vehicle contracts currently expire August 31, 2019. **Vehicle upfitting is available through GSS15735A-VEH_UPFIT, VEHICLE UPFITTING.**

SPECIFICATION	VEHICLE DESCRIPTION	CONTRACT #
Specification A	Ford Police Responder Hybrid Sedan or approved equal	17013
Specification B	Dodge Charger – V6 RWD or approved equal	17013
Specification C	Dodge Charger – V8 RWD or approved equal	17013
Specification D	Dodge Charger – V8 AWD or approved equal	17013
Specification E	Ford Special Service Sedan or approved equal	17013
Specification F	Ford Police Interceptor Sedan 3.7L AWD or approved equal	17013
Specification G	Ford Police Interceptor Sedan 3.5 EcoBoost AWD or approved equal	17013
Specification H	Chevrolet Tahoe PPV 2WD or approved equal	17013
Specification I	Chevrolet Tahoe PPV 4WD or approved equal	17013
Specification J	Chevrolet Tahoe SSV 4WD or approved equal	17013
Specification K	Dodge Durango SSV V8 AWD or approved equal	18013
Specification L	Dodge Durango SSV V6 AWD or approved equal	18013
Specification M	Ford Police Interceptor Utility 3.7L AWD or approved equal	17013
Specification N	Ford Police Interceptor Utility 3.5 EcoBoost AWD or approved equal	17013
Specification O	Ford Expedition SSV / SSV MAX or approved equal	17013
Specification P	Ford F150 SSV Crew Cab pickup 4WD or approved equal	17013
Specification Q	Ram 1500 SSV Crew Cab pickup 4WD or approved equal	17013
Specification R	Chevrolet Silverado 1500 SSV Crew Cab pickup 4WD or approved equal	18013
Specification S	Prisoner Transport van – Dual / Multi-Award possible	17013

6. VEHICLE DELIVERY

(Return to Table of Contents)

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 subcontractors. 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.

7. SHIPPING TERMS

(Return to Table of Contents)

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

8. PRICING

(Return to Table of Contents)

Prices will remain firm for the term of the contract year. Refer to Pricing Spreadsheet for Vehicle Rates and known Factory Cut-Off Dates.

ADDITIONAL TERMS AND CONDITIONS

(Return to Table of Contents)

9. 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.

10. 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.

11. 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.

12. 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.

13. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS19013-POLICE_VEH on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

14. REQUIREMENTS

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.

15. 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.

16. 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.

17. 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.

18. 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