STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

November 12, 2019

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

FROM: Steven Chillas
State Contract Procurement Officer II
302-857-4549

SUBJECT: **AWARD NOTICE – Addendum #2 - Effective November 1, 2020**
CONTRACT NO. GSS19561-VEH_LDP
Model Year 2020 or Newer – Light Duty Passenger Vehicles

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OF
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 - OVERVIEW

This contract covers the vehicle needs for Model Year 2020 or Newer Sedans, Hybrids, Electric Vehicles and Light Duty SUV. Below is the list of the awarded vehicles per specification.

SPECIFICATION	VENDOR NAME	MODEL
~~Spec A - Compact (4) Door Sedan~~	~~Fleet Vehicle Source~~	~~2020 Hyundai Elantra SEL~~
Spec B - Compact (4) Door SUV	Fleet Vehicle Source	2020 Hyundai Kona SEL
	Hertrich Fleet Services	2020 Chevrolet TRAX FWD LS
	~~Hudson Motors Partnership~~	~~2020 Jeep Compass Latitude~~
	Chas S. Winner Ford dba Winner Ford	2020 Ford EcoSport
Spec C - Mid-size (4) Door Sedan	Fleet Vehicle Source	2020 Hyundai Sonata SEL
	~~Chas S. Winner Ford dba Winner Ford~~	~~2020 Ford Fusion~~
	~~Hudson Motors Partnership~~	~~2020 Toyota Camry LE~~
~~Spec E - Hybrid Sedan (4) Door~~	~~Fleet Vehicle Source~~	~~2020 Hyundai Ion IQ SEL HEV~~
~~-~~	~~Hudson Motors Partnership~~	~~2020 Toyota Camry Hybrid~~
~~-~~	~~Chas S. Winner Ford dba Winner Ford~~	~~2020 Ford Fusion~~
~~Spec F - Plug-In Hybrid Sedan (4) Door~~	~~Chas S. Winner Ford dba Winner Ford~~	~~2020 Ford Fusion~~
Spec G - 4x2 Small Utility Vehicle	Chas S. Winner Ford dba Winner Ford	2020 Ford Escape
	Hudson Motors Partnership	2020 Toyota RAV 4 FWD
	I.G. Burton Company	2020 Chevrolet Equinox
Spec H - Hybrid Small SUV AWD	~~Hudson Motors Partnership~~	~~2020 Toyota RAV 4 Hybrid LE~~
	Chas S. Winner Ford dba Winner Ford	2020 Ford Escape
~~Spec I - Pure Electric Vehicle~~	~~I.G. Burton Company~~	~~2020 Chevrolet Bolt~~
~~Spec J - Minivan~~	~~I.G. Burton Company~~	~~2020 Chrysler Voyager~~
~~Spec K - Plug-in Hybrid Minivan~~	~~I.G. Burton Company~~	~~2020 Chrysler Pacifica~~
Spec L - Mid-Size Utility Wagon	~~I.G. Burton Company~~	~~2020 Jeep Grand Cherokee AWD~~
	Chas. S Winner Ford dba Winner Ford	2020 Ford Edge AWD
Spec M - Hybrid Utility Wagon	Hertrich Fleet Services	2020 Ford Explorer Hybrid AWD
Spec N - Large Utility Wagon	Hertrich Fleet Services	2020 Dodge Durango SXT AWD
	Chas S. Winner Ford dba Winner Ford	2020 Ford Explorer
Spec O - Extended Length Utility Wagon	~~I.G. Burton Company~~	~~2020 Chevrolet Suburban 4WD~~
	Chas S. Winner Ford dba Winner Ford	2020 Ford Expedition EL

Agencies should reference the individual pricing spreadsheet for this contract to determine base pricing as well as available options which each model. **Specification D – Plug-in Hybrid Hatchback – was not awarded. Agencies interested in purchasing vehicles must contact Fleet Services at 302-857-4539.**

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 December 1, 2019 through October 31, 2020. 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.

Addendum #2 extends the contract specifications, vendors and pricing listed in "black" on the pricing table under "Key Contract Information – Overview" on page 2. Specifications that are not extended are listed in "red" and lined through. Pricing is valid through October 31, 2021 or until production for a specific model ends.

3. VENDORS

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GSS19561-VEH_LDPV01 **Chas S. Winner Inc, DBA Winner Ford** 250 Berlin Road Cherry Hill, NJ 08034 FSF: 0000007920	POC: Linda Hoffman PH: 856-214-0759 FX: 856-488-1915 EM: lhoffman@winnerford.com **Specifications: B, C, E, F, G, H, L, N, O**
GSS19561-VEH_LDPV02 **Fleet Vehicle Source** 979 South Village Oaks Drive Covina, CA 91724 FSF: 0000426172	POC: Brian Clauss PH: 714-392-3518 FX: 623-316-7132 EM: brian@usfleetsource.com **Specifications: A, B, C, E,**
GSS19561-VEH_LDPV03 **Hertrich Fleet Service, Inc.** 1427 Bay Road Milford, DE 19963 FSF: 0000028281	POC: Jim Blecki PH: 800-698-9825 FX: 302-839-0555 EM: jblecki@hertrichfleet.com **Specifications: B, M, N**

GSS19561-VEH_LDPV04 **Hudson Motors Partnership** 599 Route 440 Jersey City, NJ 07305 FSF: 0000062404	POC: John Himmelman PH: 732-216-7094 FX: 201-432-6781 EM: JHimmelman@penskeautomotive.com **Specifications: B, C, E, G, H,**
GSS19561-VEH_LDP05 **I.G. Burton and Company, Inc.** 793 Bay Road Milford, DE 19963 FSF: 0000024647	POC: Shayne Fannin PH: 302-265-1318 FX: EM: sfannin@igburton.com **Specifications: G, I, J, K, L, O**

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 initial term of this contract. Please refer to the Pricing Spreadsheet document associated with this contract award.

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 GSS19561-VEH_LDP 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

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.