



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

January 30, 2020

TO: ALL OFFERORS

FROM: DENNIS J SMITH
STATE CONTRACT PROCUREMENT OFFICER

SUBJECT: REQUEST FOR PROPOSAL – ADDENDUM #1
NO.: GSS20617-HVY_TRUCKS
Heavy Duty Trucks, Parts and Service

ADDENDUM #1

This Addendum is issued to provide updates to the Scope of Work and response dates in the RFP as follows:

KEY DATE CHANGES:

Written Questions Due No Later than January 30, 2020 by 4:30pm Local Time
Written Answers Due/Posted to Website NLT February 6, 2020
Proposals Due NLT February 28, 2020 by 3:00pm Local Time
Public Proposal Opening February 28, 2020

For clarification, The State of Delaware is authorizing a “multi-manufacturer award” by specification for this proposal. That allows the State to award more than one manufacturer per specification allowing for different models on a specification. Interested vendors (manufacturer authorized dealers) are expected to provide the State with their best option. For those dealers who manage/ maintain multi-manufacturer organizations, you may only submit one manufacturer per individual specification. By submitting more than one manufacturer (ex: Freightliner, Peterbilt, Western Star, etc.,) on a given specification the vendor then controls the ability to artificially inflate the price for the specification while at the same time unfairly suppressing other business in the market.

Additionally, the State of Delaware still maintains the right of best interest which allows award of only one vendor per specification based on the needs of the State. *(for example, the State may award Specification A as follows: Freightliner model as bid to Dealer A, Peterbilt model as bid to Dealer R, and Western Star model as bid to Dealer W, even though different manufacturer submissions are for the specification. The State may further*



award Specification B to only one vendor for the single manufacturer bid, again based on the specific needs of the State)

SCOPE OF WORK CHANGES:

Appendix A
Section F General Vehicle Specifications

Items 1 through 4 have been deleted and replaced with Special Provisions listed below:

A. DELIVERY PROVISIONS:

1. TIME: The items / products covered by this contract shall be delivered to the ordering Agency within 240 calendar days from date of Purchase Order, unless otherwise defined in the Purchase Order.

2. EXTENSIONS: Extension of the delivery time specified under the terms of this contract will only be considered in cases where labor strikes, national emergencies or acts of God shall prevent the required fulfillment of the contract. Evidence of such delays must be submitted for consideration.

Knowledge of existing or pending strikes will be taken into consideration when placing Purchase Orders.

3. CERTIFICATES OF ORIGIN: Under no circumstances shall any vehicle be delivered to the ordering Agency without a certificate of origin. Units shipped without certificates of origin will be refused by the ordering Agency and removed from state property by the vendor and no payment will be made until all proper paperwork and certificates are delivered.

B. INSPECTION:

Upon delivery, the unit(s) will be inspected by an authorized Agency representative, and if found defective or if it fails in any way to meet the specifications in this proposal, it will be rejected. Inspection will be performed within five (5) working days after delivery.

C. WARRANTY:

The successful bidder shall extend to the ordering Agency a policy guarantee on parts, equipment, and services, against defective material and workmanship for a period of at least two (2) years from date of unit acceptance. Any item which is normally covered by the warranty policy but is determined to have been damaged through misuse or operator neglect will be exempt from coverage. In cases where items that are excluded from coverage under this warranty policy but are covered by a manufacturer's policy, the manufacturer's policy will be provided to the Agency.

1. Warranty period shall begin after the unit(s) has been inspected by Agency personnel and found to be totally in compliance with the terms, conditions and specifications of this contract, and accepted.

2. If any part of the unit is normally covered by a warranty policy for more than two (2) years, the full period of warranty policy will be provided to the ordering Agency.
3. When warranty work is required, the ordering Agency will notify the successful bidder and/or their designated maintenance facility. All warranty work shall be performed in the ordering Agency's district facility to which the equipment is assigned, at no additional cost to the Agency, unless the nature of the work dictates the use of a specialized facility. In such cases, the vendor will provide all necessary transportation both to and from the specialized facility or bidder's location, whichever is closest.
4. The successful bidder shall comply with the manufacturer's 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 without cost to the Agency.
5. Upon notification that warranty work is required, the successful bidder will be required to begin necessary repairs and/or adjustment within three (3) working days. The necessary work will be accomplished as expeditiously as possible, however, in no case shall it exceed the authorized time standard established by the manufacturer plus an additional three (3) working days for scheduling, unless parts are required. If parts are required, ten (10) working days, in addition to the time indicated above, will be allowed for their procurement. If the ordering Agency agrees to additional time for warranty work, it must be documented prior to the occurrence.

D. REPAIR PARTS:

The successful bidder shall supply the ordering Agency with a complete parts list of all major components installed on equipment supplied to the Agency. Parts information shall be provided and shall include the manufacturer's name, part number, model number, description, etc. Additionally, provide a list of the suggested minimum stocked parts which should be kept on hand. The bidder will be required to provide repair parts to the ordering Agency within five (5) working days after receipt of either a verbal, telephone or mail order for a period of ten (10) years from date of delivery.

E. FAILURE TO PERFORM:

Failure by the successful bidder or manufacturer to perform warranty service and/or repair parts supply, in accordance with these provisions, may be considered in default of the contract.

F. BASIS OF PAYMENT:

Item(s) referred to in this contract will be paid for at the contract bid price which price and payment shall constitute full compensation for furnishing and delivering the item(s) F.O.B. designated delivery point. Payment will be made for delivery following receipt of billing from the supplier and certification by the ordering Agency as to approval and acceptance of the delivered item(s). In the event that a partial delivery is made under this contract, the Agency, if requested by the vendor, may make payment for the delivered item(s) when the aforementioned conditions are met. If the major item(s) of

equipment have been delivered but unfulfilled requirements exist, payment may be initiated; however, funds equal to the value of the unfulfilled requirements, but in no case less than 10% of the total value of the contract, will be retained until all requirements have been fulfilled to the satisfaction of the Agency.

G. QUANTITIES:

The State reserves the right to increase or decrease the number of unit(s) purchased under this contract, based on fund availability and the Agencies' needs and best interest.

H. FACTORY DIRECT SHIPMENTS:

Equipment that is drop shipped from the factory directly to the ordering Agency, shall be inspected by the Contract Vendor within a maximum of five (5) working days of delivery, by appointment, with the ordering Agency staff. No payment shall be made and time charges will continue, until the Vendor and the Agency staff together have determined the equipment supplied meets all of the specified requirements of this contract. If the equipment supplied is to be attached to existing Agency owned vehicles, a sample vehicle will be on site to determine if the equipment supplied properly fits and functions as required. If a determination is made that the equipment requires modifications to meet the specification, or shipment of accessories is incomplete, the Vendor will have a maximum of five (5) working days from date of inspection, to cure the deficiencies identified. If after the five (5) day time period all problems have not been corrected, this shall be cause for termination of the purchase order with the Vendor.

All other terms and conditions remain the same.