



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

State of Delaware

Motorcycles, ATV, UTV and Golf Carts

Invitation to Bid

Contract No. GSS25702-MOTO_ATV

December 2, 2024

**- *Deadline to Respond* -
January 8, 2025
*3:00 PM (Local Time)***

CONTRACT NO. GSS25702-MOTO_ATV

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" (ITB) for GSS25702-MOTO_ATV. The invitation consists of the following:

- I. DEFINITIONS and GENERAL PROVISIONS
 - A – GENERAL PROVISIONS
 - B – AWARD AND EXECUTION OF CONTRACT
 - C – GENERAL AUTHORITY
 - D – EQUAL OPPORTUNITY
- II. SPECIAL PROVISIONS
- III. TECHNICAL SPECIFICATIONS
- IV. BID QUOTATION REPLY SECTION

SAMPLE REPORTS

- 1 – MONTHLY USAGE REPORT SAMPLE
- 2 – SUBCONTRACTING (2ND TIER) QUARTERLY REPORTING SAMPLE

ATTACHMENTS

- 1 – OFFICE OF SUPPLIER DIVERSITY (OSD) APPLICATION

APPENDICES

- APPENDIX A – PRICING
- APPENDIX B – ONLINE BID SUBMISSION PORTAL INSTRUCTIONS
- APPENDIX C - VENDOR INFORMATION FORMS

All appendices are made part of this solicitation and are available for download at the following site:

<https://bids.delaware.gov/>

In order for your proposal to be considered, the Proposal response must be submitted through the online bid submission portal [<https://gss.bonfirehub.com/>] by January 8, 2025 at 3:00 PM (Local Time) to be considered. Submissions by other methods will not be accepted.

Please review and follow the information and instructions contained in the general and special provisions section of the invitation. Should you need additional information, please contact Steven Chillas through the [online bid submission portal](#).

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Government Support Services

GOVERNMENT SUPPORT SERVICES

**I. DEFINITIONS
AND
GENERAL PROVISIONS**

The attached Definitions and General Provisions apply to all contracts and are part of each invitation to Bid. The requirement to furnish a Bid bond and performance bond is applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting Bid.

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DEFINITIONS

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

BID: The offer of the Bidder submitted on the approved form and setting forth the Bidder's prices for performing the work or supplying the material or equipment described in the specifications.

BIDDER OR VENDOR: Any individual, firm, or corporation formally submitting a Bid for the material or work contemplated, acting directly or through a duly authorized representative.

BIDDER'S DEPOSIT: The security designated in the Bid to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to the Bidder.

BID INVITATION: The "Bid invitation" or "invitation to Bid" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

BOND: The approved form of security furnished by the Vendors and its surety as a guaranty of good faith on the part of the Vendor to execute the work in accordance with the terms of the contract.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

CONTRACTOR: Any individual, firm, or corporation with whom a contract is made by the Agency

DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

ITB: Invitation to Bid.

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for its acceptable performance of the work for which it has contracted.

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SECTION A - GENERAL PROVISIONS

1. BID INVITATION

See "Definitions".

2. BID FORMS

The invitation to Bid shall contain pre-printed forms for use by the vendor in submitting its Bid. The forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit Bid price, total Bid price, etc.

3. INTERPRETATION OF ESTIMATES

The attention of Bidders is called to the fact that, unless stated otherwise, any quantities given in the Bid form are to be considered to be approximate only and are given as a basis for the comparison of Bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.

An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

4. SILENCE OF SPECIFICATIONS

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

5. EXAMINATION OF SPECIFICATIONS AND PROVISIONS

The Bidder shall examine carefully the Bid and the contract forms for the material contemplated. The Bidder shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a Bid shall be conclusive evidence that the Bidder has made examination of the aforementioned conditions.

6. KEY ITB DATES/MILESTONES

The following dates and milestones apply to this ITB and subsequent contract award. Vendors are advised that these dates and milestones are not absolute and may change due to unplanned events during the Bid and award process.

Activity	Due Date
ITB Availability to Vendors	December 2, 2024
Written Questions Due No Later Than (NLT)	December 10, 2024, at 4:00 PM (Local Time)
Written Answers Due/Posted to Website NLT	December 13, 2024 at 4:30 PM (Local Time)
Bids Due NLT	January 8, 2025 3:00 PM (Local Time)
Public Bid Opening	January 8, 2025 3:00 PM (Local Time)
Contract Award	Will occur within 30 days of Bid opening

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7. INQUIRIES & QUESTIONS

The State of Delaware will allow written requests for clarification of this solicitation. All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this solicitation must be received through the [online bid submission portal](#) by December 10, 2024 at 4:00 PM (Local Time), referencing the section, page number, text of passage being questioned, and the question. All questions will be answered in writing by December 13, 2024 at 4:30 PM (Local Time), with responses posted on <https://bids.delaware.gov> and <https://gss.bonfirehub.com/>.

8. PRICES QUOTED

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract.

All prices must be quoted in U.S. Dollars.

9. DISCOUNT

No qualifying letter or statements in or attached to the Bid, or separate discounts will be considered in determining the low Bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit Bid price(s).

10. SAMPLES OR BROCHURES

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

11. BID GUARANTY; BID BOND

Bond has been waived.

12. ITB DESIGNATED CONTACT

All requests, questions, or other communications about this solicitation shall be made in writing through the [online bid submission portal](#). Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the solicitation designated contact, through an addendum posted on <https://mmp.delaware.gov/Bids/> and <https://gss.bonfirehub.com/>. The designated contact for this solicitation is:

Steven Chillas

13. SUBMITTING A BID

Solicitation responses must be submitted through the online bid submission portal at: <https://gss.bonfirehub.com/>. Refer to Appendix B – Online Bid Submission Portal Instructions.

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14. WITHDRAWAL OF BIDS

Vendors will have the ability to withdraw their submissions up to the Submission Deadline in the [online bid submission portal](#).

15. PUBLIC OPENING OF BIDS

The Bids shall be publicly opened at the time and place specified by the Agency. Bidders or their authorized representatives are invited to be present.

16. PUBLIC INSPECTION OF BIDS

If the Bidder designates a portion of its Bid as confidential, it shall isolate and identify in writing the confidential portions. The Bidder shall include with this designation a statement that explains and supports the firm's claim that the Bid items identified as confidential contain trade secrets or other proprietary data.

17. DISQUALIFICATION OF BIDDERS

Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of its Bid(s):

- a. More than one bid response for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among Bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last five (5) years.
- e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- f. If there are any unauthorized additions, interlineations, conditional or alternate Bids or irregularities of any kind which may tend to make the bid response incomplete, indefinite, or ambiguous as to its meaning.
- g. Non-attendance of mandatory pre-Bid meetings may be cause of disqualification.

18. ADDENDA TO THE INVITATION TO BID (ITB)

If it becomes necessary to revise any part of this ITB, revisions will be posted at <https://bids.delaware.gov/> and <https://gss.bonfirehub.com/>. By submitting an offer to the State, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Invitation to Bid.

19. LOBBYING AND GRATUITIES

Lobbying or providing gratuities shall be strictly prohibited.

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Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this ITB or the award of a contract resulting from this ITB shall have their bid response immediately rejected and shall be barred from further participation in this ITB.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this ITB upon agreement or understanding for a commission, or a percentage, brokerage, or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this ITB without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this ITB shall be conducted in strict accordance with the manner, forum and conditions set forth in this ITB.

20. SOLICITATION OF STATE EMPLOYEES

Until contract award, vendors shall not, directly, or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's bid response.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

21. INDEPENDENT CONTRACTORS

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture, or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations, or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period.

22. TEMPORARY PERSONNEL ARE NOT STATE EMPLOYEES UNLESS AND UNTIL THEY ARE DIRECTLY HIRED

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care

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Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third-party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

23. WORK PERFORMED IN A STATE BUILDING

Awarded Vendor(s) who have any employees carrying out any work related to the awarded contract at a State facility shall have those employees comply with any health mandate or policy issued by the State related to a pandemic or other State of Emergency issued by any State authority during the term of the awarded contract, including those that apply directly to State employees.

SECTION B - AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF BIDS

- a. After the Bids have been opened, the Bids will be tabulated, and the results will be made available to the public. Tabulations of the Bids will be based on the correct summation of items at the unit price Bid.
- b. The right is reserved to waive technicalities, to reject any or all Bids, or any portion thereof, to advertise for new Bids, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. MATERIAL GUARANTY

Before any contract is awarded, the successful Bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. CONTRACT AWARD

Within thirty days from the date of opening Bids, the contract will be awarded or the Bids rejected.

4. EXECUTION OF CONTRACT

The Bidder to whom the award is made shall execute a formal contract and performance bond within twenty days after date of official notice of the award of the contract.

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If the successful Bidder fails to execute the required contract and bond, as aforesaid, within twenty days after the date of official notice of the award of the contract, its bid response guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lowest qualified Bidder of the work or re-advertised, as the Agency may decide.

5. REQUIREMENT OF CONTRACT PERFORMANCE BOND

Performance Bond has been waived.

6. WARRANTY

The successful Bidder(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

7. THE CONTRACT(S)

The contract(s) with the successful Bidder(s) will be executed with the Office of Management and Budget, Government Support Services acting for all participating agencies.

8. RETURN OF BIDDER'S DEPOSIT

The deposits shall be returned to the successful Bidder upon the execution of the formal contract. The deposits of unsuccessful Bidders shall be returned to them immediately upon the awarding of the contract or rejection of their Bids.

9. INFORMATION REQUIREMENT

The successful Bidder's shall be required to advise the Office of Management and Budget, Government Support Services of the gross number of purchases made as a result of the contract.

10. CONTRACT EXTENSION

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months.

SECTION C – GENERAL AUTHORITY

1. AUTHORITY OF AGENCY

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

2. LAWS TO BE OBSERVED

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work.

The contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself or by its employees.

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3. APPLICABLE LAW AND JURISDICTION

This Bid, any resulting contract, and any and all litigation or other disputes arising therefrom, in connection with, or related hereto shall be governed by the applicable laws, regulations and rules of evidence of the State of Delaware. Bidder submits to personal jurisdiction in the State of Delaware. Any and all litigation or other disputes arising out of, in connection with, or relating to this Bid, and any resulting contract, shall be brought exclusively in a court in the State of Delaware or the United States District Court of the District of Delaware as applicable.

4. PERMITS AND LICENSES

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at its own expense.

5. PATENTED DEVICES, MATERIAL AND PROCESSES

- a. The contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner and shall file a copy of this agreement with the Agency.
- b. The contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

6. EMERGENCY TERMINATION OF CONTRACT

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the contractor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

7. TAX EXEMPTION

- a. Material In accordance with the Internal Revenue Service regulations, the State of Delaware is generally exempt from federal excise tax for communications, certain fuels, sales by manufacturers and the tax on heavy trucks, trailers, and tractors. More detail is included in IRS Publication 510 Excise Taxes located at <https://www.irs.gov/pub/irs-pdf/p510.pdf>. Per IRS regulations, all exemption certificates must be specific to the vendor and the type of excise tax. If an exemption certificate is requested by a vendor, the Division of Accounting will work with the agency and vendor to complete the appropriate certificate. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the bid response may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each Bidder shall take its exemption into account in calculating its Bid for its work.

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8. OR EQUAL (PRODUCTS BY NAME)

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

9. BID EVALUATION AND AWARD

The Office of Management and Budget, Government Support Services will award this contract to the lowest responsible Bidder(s) which in their judgment best serves the interest of the State of Delaware in accordance with Delaware Code Title 29, Section 6923(k). Personnel with experience and technical background may be utilized by the Office of Management and Budget, Government Support Services in making judgment. In case of error in price extension, the unit price(s) shall prevail.

10. INVOICING

After the awards are made, the agencies participating in the Bid may forward their purchase orders to the successful Bidder(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

11. SEVERABILITY

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

12. ASSIGNMENT OF ANTITRUST CLAIMS

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

SECTION D - EQUAL OPPORTUNITY

1. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

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- a. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any employee or applicant for employment with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

- b. During the performance of this contract, the contractor agrees as follows:
 - 1) The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.

 - 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin.”

The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

II. SPECIAL PROVISIONS

1. CONTRACT REQUIREMENTS

This contract will be issued to cover the Police Motorcycles, Department of Motor Vehicles' training motorcycles, All Terrain Vehicles (ATV) to include "Four Wheelers", Utility and Multi-Person All-Terrain Vehicles (UTV), Battery and Gasoline powered Golf Cart styled utility vehicles, accessories, equipment, training, parts and repair requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, Municipality, 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.

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2. MANDATORY USE CONTRACT

REF: Title 29, Chapter 6911(d) Delaware Code. All Covered Agencies as defined in 29 *Del. C.* § 6902(6) 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, school districts, and the Legislative Branch are specifically exempted from the requirements of this subchapter. In addition, the Delaware Transit Corporation is exempt from the entire procurement chapter. Pursuant to 29 *Del. C.* § 6904(l) and (n) respectively, the Department of Elections and the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this Invitation to Bid.

3. COOPERATIVE USE OF AWARD

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

4. CONTRACT PERIOD

Each vendor's contract shall be valid for two (2) years from May 1, 2025, through April 30, 2027. Each contract may be renewed for four (4) 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.

5. PRICES

Prices shall remain firm for the term of the contract. All prices shall be quoted in U.S. Dollars.

Vendors are not restricted from offering lower pricing at any time during the contract term.

6. SUBMITTING A BID RESPONSE

Solicitation responses must be submitted through the online bid submission portal at: <https://gss.bonfirehub.com/>. Refer to Appendix B – Online Bid Submission Portal Instructions.

7. COOPERATIVES

Vendors, who have been awarded similar contracts through a competitive Bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation. State of Delaware terms will take precedence.

8. POTENTIAL CONTRACT OVERLAP

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards.

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The State reserves the right to reject any or all Bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

9. SUPPLEMENTAL SOLICITATION

The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

10. PRICE ADJUSTMENT

The Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

If agreement is reached to extend this contract beyond the initial contract term, the Division of Government Support Services shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

11. SHIPPING TERMS

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

12. QUANTITIES

The attention of Bidders is called to the fact that, unless stated otherwise, the quantities given in the Bid are best estimates and are given as a basis for the comparison of Bids. Quantities ordered may be increased or decreased by any eligible agency as deemed necessary during the period of the contract. Bidders shall recognize there are no guaranteed minimum contract quantities or values associated with this solicitation.

Prior contract utilization may be viewed on the Delaware Open Data Portal <https://data.delaware.gov/>. The Government and Finance data sets provide Central Contract Line Item Spend by Fiscal Year among several additional data products. Past usage shall not be considered a guaranteed future volume.

13. ELECTRONIC CATALOG

At the discretion of Government Support Services, the successful vendor(s) may be required to submit their items list in an electronic format designated by the State.

By example, but not limited to, the following items may be required:

- Electronic catalogs,
- Electronic catalogs converted to a CSV format with contract specific pricing,
- Items designated by commodity/classification code: United Nations Standard Products and Services Code (UNSPSC), and/or
- A unique item ID for all items in your system and/or our award.

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14. FUNDING OUT

The continuation of this contract is contingent upon funding appropriated by the legislature.

15. BID BOND REQUIREMENT

The Bid Bond requirement has been waived.

16. PERFORMANCE BOND REQUIREMENT

The Performance Bond requirement has been waived.

17. MANDATORY INSURANCE REQUIREMENTS

As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.
- c. Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:
 1. \$1,000,000 combined single limit each accident, for bodily injury;
 2. \$250,000 for property damage to others;
 3. \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
 4. \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 *Del. C.* § 2118; and
 5. Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

The successful vendor must carry at least one of the following depending on the scope of work being performed.

- a. Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- b. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate

Should any of the above-described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

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Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Administrator, Government Support Services
Contract No: GSS25702-MOTO_ATV
State of Delaware
600A S. Bay Road
Dover, DE 19901-4604

Nothing contained herein shall restrict or limit the Vendor's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Vendor procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.

To the extent that Vendor has complied with the terms of this Agreement and has procured insurance coverage for all vehicles Leased and/or operated by Vendor as part of this Agreement, the State of Delaware's self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.

In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

Should any of the policies described above be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

18. BASIS OF AWARD

Government Support Services shall award this contract to the lowest responsible and responsive Bidder(s) who best meets the terms and conditions of the Bid. The award will be made on basis of price, product evaluation, and prior history of service and capability.

Government Support Services reserves the right to reject any or all Bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware, pursuant to 29 *Del. C.* § 6926.

19. STATE OF DELAWARE BUSINESS LICENSE

Prior to receiving an award, the successful vendor shall either furnish Government Support Services with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899-8750 or by telephone to one of the following numbers: (302) 577-8201 - Public Service, (302) 577-8205 - Licensing Department.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

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20. INDEMNIFICATION

a. General Indemnification

By submitting a Bid, the Bidder agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract.

b. Proprietary Rights Indemnification

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- 1) Procure the right for the State of Delaware to continue using the Product(s);
- 2) Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract;
or
- 3) Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

21. OWNERSHIP OF INTELLECTUAL PROPERTY

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the State of Delaware. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the State to evidence the State's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

22. NON-PERFORMANCE

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the ordering agency may terminate any individual orders in accordance with Special Provisions, Item 40 below and purchase equivalent product on the open market. Regarding any such open market purchase, payment for any difference in cost or expense in excess of the contract prices for reasonably equivalent products or services herein shall be the responsibility of the Vendor and shall be submitted to the State no later than 30 days following the delivery of the State's invoice detailing the open market purchase. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

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23. FORCE MAJEURE; APPLICABILITY

Neither the Vendor nor the State shall be held liable for non-performance under the terms and conditions of this Agreement due, but not limited to:

- a. Acts of God; labor disturbances; accidents; failure of a governmental entity to issue a permit or approval required for performance when the Contractor has filed proper and timely application with the appropriate government entity; civil disorders; acts of aggression; changes in any law or regulation adopted or issued by a governmental entity after the date of this Agreement; a court order; explosions; failure of utilities; material shortages.
- b. Diseases, plagues, quarantine, epidemics, or pandemics.
- c. Federal, state, or local work or travel restrictions to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics; or
- d. The State's need to occupy, utilize, or repurpose an active or prospective work area due to diseases, plagues, quarantine, epidemics, pandemics, work or travel restrictions, and the need to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics.

Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract within 2 business days of the party's knowledge of significant non-performance risk.

24. CONTRACTOR NON-ENTITLEMENT

State of Delaware Contractors for Materiel and for Services shall not have legal entitlement to, nor seek business from another Contractors' Central Contract. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract as they are not a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code.

25. EXCEPTIONS

Respondents may elect to take minor exception to the terms and conditions of this solicitation through the completion of the Exceptions form. Government Support Services shall evaluate each exception according to the intent of the terms and conditions contained herein, but Government Support Services must reject exceptions that do not conform to State Bid law and/or create inequality in the treatment of Bidders. Exceptions shall be considered only if they are submitted with the response or before the date and time of the Bid opening.

Exceptions must be submitted utilizing the provided form to be considered. Exceptions listed elsewhere in the Respondent's submission will not be considered. Government Support Services maintains sole discretion to reject any vendor exceptions that are submitted.

26. MANDATORY USAGE REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential to update the contents of the contract and to establish proper bonding levels, if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

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A complete and accurate Usage Report (Sample Report 1) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to vendorusage@delaware.gov, with a copy going to the contract officer identified as your point of contact. Submitted reports shall cover the full month (Report due by January 15th will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured and prices paid. Reports are required monthly, including those with “no spend”. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future Bids.

In accordance with [Executive Order 49](#), the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service-disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women’s Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as Sample Report 2.

Accurate 2nd Tier reports shall be submitted to the contracting Agency’s Office of Supplier Diversity at vendorusage@delaware.gov on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September, and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

27. BUSINESS REFERENCES

Provide at least three (3) business references consisting of current or previous customers of similar scope and value, using the provided Business Reference Form. If subcontractors are identified, a minimum of three business references must also be provided for each subcontractor.

PLEASE DO NOT UTILIZE STATE OF DELAWARE PERSONNEL AS REFERENCES.

28. 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, email, 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.

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29. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **GSS25702-MOTO_ATV** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

30. BILLING

The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.

31. PAYMENT

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. 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.

32. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the Bid unless specific approval is given by Government Support Services to do otherwise. However, awarded vendors are highly encouraged to offer any like substitute product (s); either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In such cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

33. OPPORTUNITY BUYS

The Director for the State of Delaware, Office of Management and Budget, Government Support Services can waive use of a central contract pursuant to 29 *Del. C.* § 6911(e). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a central contract. See [Opportunity Buy Flowchart](#). The Director will afford any vendor on an existing central contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

34. I FOUND IT CHEAPER

Director for the State of Delaware, Office of Management and Budget, Government Support Services can waive use of a central contract pursuant to 29 *Del. C.* § 6911(e). A process has been developed to permit any State employee or Vendor to identify a lower price for material and or services for consideration despite the existence of a central contract. See [I Found It Cheaper Flowchart](#). The Director will afford any Vendor on an existing central contact an opportunity to match or to beat the I Found It Cheaper suggestion and if not matched or beaten, approve the purchase via a waiver.

35. BID/CONTRACT EXECUTION

Both the non-collusion statement that is enclosed with this Invitation to Bid and the contract form delivered to the successful Bidder for signature **shall** be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Government Support Services.

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The State of Delaware requires a new vendor to complete the registration process through the Delaware Supplier Portal at <http://esupplier.erp.delaware.gov>. Successful completion of this registration enables the creation of a State of Delaware supplier record. The Taxpayer ID (SSN or EIN) and Applicant (supplier) name are submitted to the Internal Revenue Service for “matching”. If the Taxpayer ID and name do not match, the vendor record cannot be approved.

It is the applicant’s responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is not subject to 1099 reporting unless the business is providing legal or medical services.

Any questions about completing this registration or specific comments about the registration, please contact supplier maintenance by phone at 302-672-5000.

36. VENDOR RESPONSIBILITY

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this ITB whether the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor’s Bid by completing The Subcontractor Form, and are subject the approval and acceptance of Government Support Services.

37. PERSONNEL, EQUIPMENT AND SERVICES

- a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified on the Subcontractor Form are considered approved upon award. Changes to those subcontractor(s) listed in The original solicitation response must be approved in writing by the State.

38. FAIR BACKGROUND CHECK PRACTICES

Pursuant to 29 *Del. C.* [§ 6909B](#), the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 *Del. C.* [§ 711\(g\)](#) for applicable established provisions.

39. VENDOR BACKGROUND CHECK REQUIREMENTS

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth and long-term care residents, shall be required to complete background checks on employees serving the State’s on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at: <https://sexoffender.dsp.delaware.gov/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract but may provide support or off-site premises service for contract vendors. Should an individual

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be identified, and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual agency requesting services may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided, the location(s) being accessed, or as a matter of law. This includes, but may not be limited to, background checks that are compliant with 31 Del. C. §309 and/or 16 Del. C. § 1141 or other applicable laws. The agency requesting service is responsible for notifying the vendor of any special requirements at the time-of-service request, including the applicability of 31 Del. C. §309 and/or 16 Del. C. § 1141 or other statutory requirements. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract. The Vendor(s) shall be responsible for all costs associated with background check requirements. The access to and the provision of services by the Vendor or its agents may be withheld until background checks are completed and deemed accepted by the Agency requesting services.

40. DRUG TESTING REQUIREMENTS FOR LARGE PUBLIC WORKS

Pursuant to 29 Del. C. [§6908\(a\)\(6\)](#), effective as of January 1, 2016, OMB has established regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del. C. [§6962](#).

Final publication of the identified regulations can be found at the following:

[4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects](#)

41. LIFE CYCLE COSTING

If applicable, the specifications contained within this ITB have been developed through Life Cycle Cost Analysis that will allow the State to realize the lowest total cost of ownership and operation over the useful life of the equipment.

42. MINIMUM WAGE RATES

Work performed under this solicitation may fall under the [State of Delaware Minimum Wage Rates](#) or the Delaware Prevailing Wage rates. Prior to issuing a purchase order, the ordering agencies must obtain from the Department of Labor a determination if prevailing wage applies to the project and, if appropriate, what the applicable prevailing wage rates would be for the work to be performed. No work shall proceed without a determination by the Department of Labor. Request for prevailing wage certification can be found at: <http://dia.delawareworks.com/labor-law/prevailing-wage.php> .

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43. PREVAILING WAGE

The prevailing wage law, 29 *Del. C.*§[6960](#), is enforced by the Department of Labor and states that the specifications for every contract or aggregate of contracts relating to a public works project in excess of \$500,000 for new construction (including painting and decorating) or \$45,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of building or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed.

44. ENVIRONMENTAL PROCUREMENT PRODUCTS

- a. Energy Star - If applicable, the Contractor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Contractor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.
- b. Green Products – third party certification of green products accepted from GSS w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.
- c. Contractors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).
- d. Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award. The State Environmental Procurement Policies may be found: [Environmentally Preferred Purchasing Policy](#)

45. DISPUTE RESOLUTION

At the option of the parties, they shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, the parties elect to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to a mediator selected by the parties. If the matter is not resolved through mediation, it may be submitted for arbitration or litigation. The Agency reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by State of Delaware law, and jurisdiction and venue shall be in the State of Delaware. Each party shall bear its own costs of mediation, arbitration, or litigation, including attorneys' fees.

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46. REMEDIES

Except as otherwise provided in this solicitation, including but not limited to Section 45 (Dispute Resolution) above, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Contractor arising out of, or relating to, this solicitation, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

47. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

As a central contract, the contract resulting from this ITB shall include individual orders from state agencies and other entities authorized by law to procure from this contract. The individual orders may be terminated as follows:

a. Termination for Cause

If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.

b. Termination for Convenience

The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.

c. Termination for Non-Appropriations

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

48. TERMINATION OF CONTRACT

As a central contract, the contract resulting from this ITB may be terminated as follows by Government Support Services.

a. Termination for Cause

If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive

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just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have not less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not affect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

b. Termination for Convenience

The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

c. Termination for Non-Appropriations

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

49. CHANGES

Both parties may, from time to time, require changes in the services to be provided by the Vendor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by and between the Agency and the Vendor shall be incorporated in written amendments to the Purchase Order or contract.

50. AFFIRMATION

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

51. AUDIT ACCESS TO RECORDS

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or

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Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

52. IRS 1075 Publication (If Applicable)

a. Performance

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be performed under the supervision of the contractor or the contractor's responsible employees.

The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

Any Federal tax returns or Federal tax return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

The contractor shall comply with agency incident response policies and procedures for reporting unauthorized disclosures of agency data.

- Certification that contractor personnel accessing FTI and contractor information systems containing FTI are all located within the United States or territories, given that FTI is not allowed offshore. See Exhibit 6 (pub. 1075).
- Requires external providers to notify designated agency personnel within three business days of any personnel transfers or terminations of external personnel who possess organizational credentials and/or badges or who have system privileges. See PS-7 External Personnel Security (SSR).

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b. Criminal/Civil Sanctions

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual

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certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

c. Inspection

The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

53. ASSIGNMENT

This contract shall not be assigned except by express prior written consent from the Agency.

54. NOTICE

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

**State of Delaware
Government Support Services
600A S. Bay Road
Dover, DE 19901-4604**

55. VENDOR EMERGENCY RESPONSE POINT OF CONTACT

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the Bid as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

56. SUBCONTRACTS

Subcontracting is permitted under this ITB and contract. However, every subcontractor shall be identified in the Bid (Subcontractor Form) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The Vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the ITB and with all local, State and Federal Laws. The Vendor shall be liable for any noncompliance by any subcontractor.

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Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

If a company elects to be a subcontractor for another vendor, the subcontractor may not independently Bid on this solicitation.

57. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings, and other documents presented by the Vendor to the Agency and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.
- 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.
[Corrective Action Report](#)

58. CONFIDENTIALITY

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's solicitation response (response) will be treated as confidential during the evaluation process. As such, vendor responses will not be available for review by anyone other than the State of Delaware Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information until a fully executed contract is received unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq. \("FOIA"\)](#). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request.

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Once fully executed contracts are received, the contents of all vendor responses are subject to FOIA's public disclosure obligations and exemptions.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Responses must contain sufficient information to be evaluated. Through the [online bid submission portal](#), vendors will submit two copies of their solicitation response. One shall be marked original containing the full solicitation response. The second shall be marked redacted copy, redacting those items the vendor is looking to mark confidential.

The redacted copy must include the completed confidentiality form describing the items redacted, representing in good faith that the information is not "public record" as defined by 29 *Del. C.* § 10002, and briefly stating the reasons that each redaction meets the said definitions.

A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a response to the solicitation herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a response to a solicitation may enter the public domain.

59. 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.

III. TECHNICAL SPECIFICATIONS

A. General Requirements

The State of Delaware reserves the right to procure, based on agency requirements, multiple manufacturers products in varying quantity. An award does not specifically guarantee purchase of single or multiple quantities of products or goods from any one vendor over the duration of a contract.

1. 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.

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2. APPLICABLE DOCUMENTS

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

3. FRANCISHED OR AUTHORIZED REPRESENTATIVE

A potential 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.

4. 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

5. 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 or DeIDOT Fleet Manager(s) or other appropriate contact as necessary.

6. VEHICLE WARRANTY

Vendors are encouraged to submit their best OEM Warranties 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 vendor will be the sole contact and coordinator of warranty repairs and service.

7. 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.

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DSP or DeIDOT Fleet Manager(s) are 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 the State 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.

8. SERVICE, REPAIR & PARTS

Service by authorized representative of the vehicle and equipment manufacturers must be available within the State of Delaware. Awarded vendors outside of the State of Delaware must include this cost in the proposal. 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. Awarded vendors will provide pricing for service, repair and repair parts not covered by manufacturer and dealer warranties.

9. SERVICE MANUALS

The awarded vendor(s) shall be required to furnish a minimum of two (2) service manuals and/or CD's (including emissions, electronics, and Electrical/Vacuum Trouble Shooting Manual) to the DSP or DeIDOT Fleet Manager(s). 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 awarded vendor(s) is required to communicate any delays to the ordering agency and identify an action plan for meeting this requirement moving forward.

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 two (2) copies requested. Individual vendor requests to waive this requirement are to be directed to the DSP or DeIDOT Fleet Manager(s).

10. BROCHURES

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

11. 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.

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As the original term of this contract is for two (2) years, the first increase may occur following the one (1) year anniversary of the contract start and will not exceed \$200 or the CPI-U (whichever is greater) on all motorcycles, UTV, ATV, and Golf Carts. This increase does not apply to accessories, parts, repairs, or services offered which will otherwise be covered under the CPI-U.

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.

B. PROPOSED VEHICLE SPECIFICATIONS

1. PRICING, QUALITY AND SERVICE REQUIREMENTS

- a. PRICING - The prices quoted by each vendor shall be inclusive of all charges, and the quoted prices will be utilized to make vendor cost comparisons. Any references made to delivery and shipping costs within the body of the ITB should be considered as "normal" shipping, and not for rushed orders.
- b. QUALITY - All vehicles, options and equipment referenced in this ITB will be new and considered First Quality. **NO USED VEHICLES WILL BE ACCEPTABLE.**

2. PROPOSAL GUIDELINES

- a. No service fees or additional costs will be invoiced to Contract Users by the Supplier during the term of this agreement (except as described in this ITB or mutually agreed upon in writing)
- b. There will be no "small order", "minimum order," or "special order" charges or surcharges.
- c. There will be no return fees for inaccuracies or other errors on the part of the supplier.
- d. Any rush delivery that occurs because of Supplier's error (e.g., stock-outs, etc.) will be free of charge. No handling surcharges will be added, or discounts lost for any rush or expedited orders.
- e. You may also provide catalog(s) and price list(s) for all of the products that you sell that include all of the different price tiers available for each product. An electronic copy of such is preferred. The prices listed therein will be the prices that the state will use for off-contract purchases during the term of the contract. Please note that as a high-volume purchaser of contracted items, the state expects to receive the lowest price offered on off-contract items.
- f. **All prices must be in U.S. Dollars.**
- g. Prices quoted shall be for the purchase of vehicles specified. **Vendors shall not provide prices for vehicle leasing.**
- h. Vendors may provide pricing for vehicle service and/or preventative maintenance (PM) contracts.
- i. Such contracts **MUST** be valid at any authorized manufacturer shop within the State of Delaware, at a minimum. If a contract is offered that is not valid at any authorized manufacturer facility, vendors shall not offer a bid for the contract.

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- j. Government Support Services (GSS) reserves the right to question or clarify any detail of a proposal submitted. These queries will not modify the scope of work, but ensure the bids are compliant with the terms and conditions of the bid specifications.

3. GENERAL SPECIFICATIONS

Listed below are the general terms and conditions associated with supplying the 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 in the bid.
- b. Tire size and type shall be original equipment brand as indicated in the bid or specification sheet.
- c. Each vehicle shall include all required equipment as listed in this specification unless deletion is listed in the bid.
- d. The vehicle shall be new and of the model year, or newer, indicated in the bid.
- e. The vehicle specifications provided show the **MINIMUM** requirements for each 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 contractor 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, as applicable.
- 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 successful 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. The vendor must provide any extended warranty program offers concerning pricing.

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- p. At the time of vehicle delivery, the successful contractor shall furnish an original and three copies of the invoice which shall include the key number, vehicle color and Purchase Order Number.
- q. The successful contractor 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 successful contractor 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 freight or delivery charges will be accepted as part of this contract.**
- w. **Vendors 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 a universal fit for all locks. **All motorcycles shall have four (4) sets of individually coded and functional keys for each vehicle.**

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- aa. "No cost" options or standard equipment shall not be removed unless requested by the State.
- bb. Vendors shall provide pricing for all optional packages and equipment as listed on the Pricing sheet.
- cc. If an option requested is provided as standard equipment, the vendor shall note "included" on the pricing spreadsheet. If an option is not available, the vendor shall note "n/a" on the pricing spreadsheet to avoid any confusion.
- dd. Additionally, vendors are asked to provide a savings discount rate off of the manufacturer list price for any other option not specifically listed on the Pricing sheet.

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C. Specification A - 1: Police Motorcycle

HARLEY DAVIDSON FLHTP ELECTRA GLIDE POLICE MOTORCYCLE (OR APPROVED EQUAL) with all standard features, to include, but not limited to the following minimum specifications and components to be included as the BASE MOTORCYCLE:

Item #	Feature	Description
1	Model Year	2025 or newer
2	Make/Model	Harley Davidson FLHTP Electra Glide Law Enforcement Motorcycle or approved equal
3	Paint	Dark Blue
4	Engine	<p>Piston displacement of not less than 1690cc OHV Twin Cam 103 High Output Vibration Isolated V-Twin, air-cooled, equipped with OE standard oil cooler, two cylinders with overhead valves and featuring EITMS (Engine Idle Temperature Management System), producing minimal vibration frequencies and magnitudes. Engine and transmission isolated from motorcycle frame utilizing a rubber mounting system.</p> <ul style="list-style-type: none"> - Powertrain deluxe chrome group designed for low maintenance; black powder coat finish on engine; chrome rocker boxes, timer cover, outer primary housing & transmission covers. - Compression ratio: 9.7:1 - Electronic Sequential Port Fuel Injection System (ESPFI) - Chain Drive Twin Cams - Hydraulic Lifters requiring no maintenance service adjustments
5	Clutch/Transmission	<ul style="list-style-type: none"> - Clutch shall be of the latest multiple nine (9) plate design, wet. - Hydraulically Actuated Clutch system - Transmission to be of latest design, manual type, with not less than six (6) forward speeds. - Clutch disengage for starter motor operation - Primary Drive, double-row chain, 34/46 ratio. - Greaseless shifter shaft with "anti-vibration" rubber spacers. - Gear Ratios: 1st – 9.593; 2nd – 6.650; 3rd – 4.938; 4th-4.000; 5th- 3.407; 6th – 2.875
6	Brakes	<ul style="list-style-type: none"> - Reflex™ Linked Braking with ABS, linking disengages below 25 mph - Hydraulic Disc brakes for both front and rear wheels - Front brakes having dual 11.81-inch diameter floating discs - Rear brake having a single disc. - Brakes shall be relatively free of heat fade - Calipers-4 Piston -Uniform Expanding Rear Rotor
7	Suspension	<p>Motorcycles shall be provided with a suspension system to permit optimum handling conditions as required in law enforcement.</p> <ul style="list-style-type: none"> - 49 mm telescopic front forks. - Rear air-adjustable shocks.

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		<ul style="list-style-type: none"> - Rear suspension swing arm bearings shall require no lubrication for life of the motorcycle.
8	Wheels/Tires	<p>Black Impeller™ Cast Aluminum wheels, rim material to be impermeable to compressed air.</p> <ul style="list-style-type: none"> - Tubeless type tires to have non-skid tread, designed to operate on paved highways and shall have a full, four-ply fabric reinforcement. - Bead-retention tires designed to remain on wheel during sudden loss of pressure. - Sealed automotive style wheel bearings requiring no endplay adjustment and service interval of 100,000 miles (160,000 km).
9	Fuel Tank	<p>Fuel tank to have a capacity of six (6) U.S. gallons (or 22.71 liters). Must provide a minimum of 1 gal (3.8 L) reserve fuel capacity when main supply is exhausted.</p> <ul style="list-style-type: none"> - Electric fuel pump
10	Electrical System	<p>Electrical system shall be nominal 12-volt as follows:</p> <ul style="list-style-type: none"> - Battery. Sealed, heavy-duty maintenance-free, 12-volt, minimum rated capacity – 28 ampere hours. (Battery Council International rating), 270 cold cranking amps. - Ignition. Non-waste spark, alpha control. - Charging System. Three-phase, 50-amp high output alternator, solid state regulator. - Connectors. Industrial grade throughout, provided with electrical accessory connection. - Hand Controls. Water-resistant, integrated switches. - Starting System. 12-volt starter, solenoid operated engagement, relay required. - Horn. Sound level audible above motorcycle and traffic-generated noise
11	Lighting	<p>Each motorcycle shall be provided with the following lighting equipment:</p> <ul style="list-style-type: none"> - Day Maker™ LED Headlight (non-strobe) - Front Emergency Lamps PAR-36, one red and one blue (incandescent). - Tail light. - Turn Signals, self-canceling system. - Flashers, four-way, with independent switch - License plate lighting with two blue marker lamps. - Front (Amber) and Rear (Red) LED Fender Tip Lights
12	Visual Displays	<p>Speedometer. Analog & Digital speedometer, range 0-120mph (or kph equivalent),</p> <ul style="list-style-type: none"> - (2) re-settable trip meters. - Speed Capture with Digital Speed Display - Gear Indicator - Odometer. Calibrated, cumulative. - Tachometer. Analog. - Fuel level gauge. - Emergency Light Activation Indicators, separate indicators for front and rear emergency lights. - Stealth Mode indicator-if activated

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		<ul style="list-style-type: none"> - Cruise Control indicator - Sight glass on brake master cylinders. - Fuel Mileage countdown till empty displayed in odometer window when Low fuel indicator lamp is lit. - Turn Signal Indicators - Hazard-Warning Lights Indicator - Neutral Indicator - High beam Indicator - Low Oil pressure Indicator - Voltmeter - Engine diagnostic light - ABS indicator lamp - Security Lamp (if equipped with optional security system)
13	Features	<ul style="list-style-type: none"> - Seat. Deluxe solo saddle, special police type, breathable material covering, adjustable coil over spring suspension system. - Cruise Control-OE standard - Stealth Mode-optional activation - Push to Talk Switch-requires other police radio equipment not supplied by H-D - Power ON for emergency equipment for 30 minutes with ignition OFF - Analog and Digital Speed Display with Speed Capture feature - Gear Indicator - Side Stand. Jiffy stand with electronic disengage to prevent drive off with jiffy stand deployed. - Foot Boards. pivoting type with non-skid rubber pads. - Guards. Front engine guard bar and rear saddlebag guard bars. *Horizontal Saddlebag Rails- Optional* - Saddlebags. Factory installed, law enforcement type Injection Molded GTX saddlebags, approximately 2000 cubic inches of storage space per bag, water-resistant, utilizing one touch operation latches. - Final belt drive, with a rubber isolated 68 tooth rear drive sprocket. - Chrome, two into one into two exhaust system - Windshield. Constructed of clear polycarbonate, designed to break away with minimal force. - Mirrors. Two (2) long stem true image mirrors. - Key. One key fits all locks. - Wheelbase. 64 inches (1625 mm). - Laden Seat Height. 27.3 inches (695 mm) - Gross Vehicle Weight Rating. 1360 lbs. (617 kg.) - Dry Weight. 791 lbs. (359 kg.)

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		<ul style="list-style-type: none">- Running Order. 826 lbs. (375 kg.)- Service Intervals. 1st 1000 miles and then every 5000 miles thereafter.- Warranty. 24 months, unlimited mileage.
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Potential vendors may take exception to the above-mentioned model to update any changes in the model currently utilized by the Delaware State Police and the majority of Delaware municipal police departments. Potential vendors may add additional accessories as requested by municipalities.

Potential for Multi-Manufacturer Award of Police Motorcycle Specification

The HARLEY DAVIDSON FLHTP ELECTRA GLIDE Police Motorcycle is commonly recognized as an industry standard. Potential vendors may elect to provide an alternate manufacturer police motorcycle that meets the same federal and state requirements. The State reserves the right to multi-manufacturer award this specification based on available and suitable options.

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Specification A - 2: Police Motorcycles

Item #	Feature	Description
1	Model Year	2025 or newer
2	Make/Model	BMW R 1250 RT-P Law Enforcement Motorcycle or approved equal
3	Paint	Sapphire Blue
4	Engine	<p>The engine shall be a heavy-duty "police package" of the manufacturer's standard engine meeting the following requirements:</p> <ul style="list-style-type: none"> -not less than 1170 cubic centimeters (cc) displacement -minimum of 2 cylinders -liquid or air cooled -shall be four cycle -shall produce not less than 120 hp -reciprocating engine parts to be balanced at the factory in an effort to reduce engine and consequential motorcycle vibration during the service life of the motorcycle -fuel injection with recommended octane rating of 89 AKI -electronic engine management system with automatic choke, individual cylinder pre-ignition, temperature and oxygen sensors to provide consistent operation under varied conditions and fuels -dual ride modes: rain mode for reduced power and early traction control intervention/ Road mode for full power and normal traction control intervention. -shall possess an oil level indicator to advise the operator of low oil level -engine to be equipped with factory installed thermostatically controlled radiator cooling fan to avoid overheating
5	Clutch/Transmission	<p>Final drive shall be maintenance-free shaft drive</p> <p>Clutch:</p> <ul style="list-style-type: none"> -to be latest type multiple disc, wet-type, hand operated -hand lever shall be located on left handlebar with adjustment for size of operator's hand -hydraulic self-adjusting actuation providing automatic clutch lever free-play adjustment under all service conditions <p>Transmission:</p> <ul style="list-style-type: none"> -shall be a minimum of 6 speeds -gears shall be constant mesh design -shift pattern shall be as follows: neutral located between first and second gears, shall shift down from neutral to first gear and up from neutral to second, third, fourth, fifth, etc -shall have foot shift lever of rocker type and designated to be operated by toe and shall not interfere with normal foot position on the foot peg -foot shift lever shall be located on left side with adjustment for size of rider's boot -an indicator light, readily visible to the rider, shall be provided to indicate when the transmission is in neutral position as well as indicate the operating gear selected

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6	Brakes	<p>-front and rear brakes shall be hydraulic controlled systems with independent rear wheel brake control. Anti-lock Brake System (ABS) required.</p> <p>-front brakes shall be dual disc type, hand operated from the right handlebar with adjustability in lever for size of operator hand. Shall provide full modulation to the limit of traction without loss of control.</p> <p>-rear brake shall be disc type, foot operated with pedal located on right side. Linkage shall be close fitting to eliminate any lost motion and designed to give trouble free service for the life of the motorcycle. Brake pedal shall incorporate a non-skid pedal surface or pad to permit safe application and minimize the possibility of the foot slipping off the brake pedal. Foot pedal and linkage shall be designed and located so that full travel of pedal or rider's foot shall be such that brake can be applied without lifting heel from the footrest.</p> <p>-hydraulic hoses and metal lines shall be mounted and protected in such a manner to prevent them from becoming damaged due to chafing, rubbing, or vibration. Brake lines and calipers shall be located away from exhaust heat.</p>
7	Suspension/ Frame	<p>-frame shall be carbon steel tubing/ cast elements of such a design, construction and material to enhance stability and handling characteristics with law enforcement equipment installed (radio, antenna, light systems, and other components required by this specification). Vibration and other naturally occurring forces shall not cause cracking of the motorcycle frame, suspension or body components when subjected to normal police service.</p> <p>-rear fork shall be swinging arm type with integral coil spring(s) and hydraulic/ gas shock absorber(s). rear shock absorber(s) shall have provision for adjustment to accommodate rider's weight.</p> <p>-front forks to be hydraulic design and adjusted to permit the shortest possible turning radius and designed for best handling characteristics in police service considering weight and weight distribution. Fork pre-load shall not be gas pressure adjustable.</p> <p>-frame, spring(s) and shock absorber(s) shall be adequate to handle rider plus the added weight of a transistorized motorcycle certified radio transmitter and receiver, radio box and saddlebags as engineered and installed for police service on rear of the motorcycle</p> <p>-the minimum load-carrying capacity of the motorcycle as delivered shall be no less than 400 pounds (GVWR minus unladen weight prior to installation of police-specific equipment)</p>
8	Wheels/Tires	<p>Tires: to be first quality, bead retention, tubeless tires specifically approved by the manufacturer for police service</p> <p>-each tire and wheel assembly shall be balanced. Lateral and radial run-out shall be within the factory recommended tolerances.</p> <p>-tires supplies shall be tested and approved by the manufacturer for use on the make motorcycle bid</p> <p>-tire supplies must be readily available through motorcycle manufacturers distributors at time of delivery of the first motorcycles supplies in compliance with these specifications</p> <p>-tires shall conform with the performance requirements listed in section</p> <p>-tire pressure monitoring (TPM) system provides continuous monitoring via digital reading in dashboard information display of front and rear tire pressure. Dashboard alert for slow leak / dashboard warning for fast loss air pressure</p> <p>Wheels: Front and rear wheels shall be alloy type. Front and rear wheel designed to prevent tire separation from rim if tire becomes flat. Rim shall be equipped with an interior shoulder that does not permit dismounting of the sidewall bead from the shoulder and prevents subsequent movement of the</p>

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		sidewall into center-recess of the rim or to the outside of the rim when tire is run flat. Rim locks are not acceptable as an alternate to this specification. Tire pressure valve stem shall be side mounted for easily accessible for daily check/ correction of tire pressure.
9	Fuel Tank	Fuel tank shall have a minimum capacity of six (6) U.S. gallons
10	Electrical System	<p>Chassis Electrical:</p> <ul style="list-style-type: none"> -shall be 12-volt system with LIN-bus/ circuit breakers/ protectors and/ or fuses for protection of all circuits from overload or short circuits. -heavy duty alternator (540 watts minimum), with voltage regulator incorporating transient voltage protection and dashboard digital system voltage display to alert driver to system voltage condition -motorcycle shall incorporate a linked dual battery system, providing one heavy duty maintenance-free primary battery for the operation of the motorcycle and anti-lock brake system, and a second auxiliary maintenance-free battery for the operation of specialized police equipment. Both batteries shall be linked to recharge from the central alternator during motor operation. <p>A heavy-duty relay triggered by the electrical management system shall disengage the auxiliary battery when the engine is not running (or producing) to enable all special police equipment to draw only from the auxiliary battery, thereby preserving the primary battery to enable reliable restarting regardless of the length of the violator stop.</p> <ul style="list-style-type: none"> -starter shall be latest type 12-volt starting motor with solenoid and one-way clutch engagement. Starter button shall be located on right handlebar. Shall feature a "clutch safety system" that prevents the engine from being started when the clutch is engaged, and the transmission is not in neutral. -motorcycle shall incorporate LIN-bus body controller to monitor and control all police accessory circuits, provide timed shut-down of circuits and protect the system from parasitic loads 30 minutes after vehicle shut-down. Body controller should also monitor auxiliary battery voltage and shut-down circuits when needed to protect the auxiliary battery from severe discharge damage. -motorcycle will be equipped with a flush mount port to be compatible with Gerbings/ California Heat heated clothing items. -to ensure maximum power options for a mobile data terminal (laptop, scanner, thermal printer, etc.) provide connection plugs to the interior of the radio box: <ul style="list-style-type: none"> -radio power plug connector -accessory connection plug -radar connection plug -a front single USB charging port will be located on the panel directly below the BMW factory 12V port
11	Lighting	<ul style="list-style-type: none"> -headlight to be single element low beam/ dual element high beam, quartz halogen-with high beam indicator light mounted so that it is readily visible to the rider. High and low beams to be controlled by a switch on the handlebar. A switch should be located on the handlebar which allows front and rear lighting to be turned "on" or "off" with engine, operating, independent of ignition switch. Taillight shall be fitted with multiple brake/ taillight LED's with warning to advise the operator if a brake/ taillight fails. -brake light shall provide illumination as required by MRVSS and be multiple LED system with warning to advise the operator if a brake/ taillight fails.

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		<p>-LED turn signals designed and/ or installed in such a manner as to be visible from the front and rear, two (2) on the front and two (2) on the rear with indicator lights on dash panel. A separate switch for the rear turn signal lights with indicator light shall permit the rear signal lights to flash together, independent of the front signals. Turn signal switch for both left and right signals shall be located on the handlebars and shall be the push to lock-on type with indicator lights which will operate when the turn signals are in operation. It will have side-facing LED auxiliary turn signal lights shall be located in the rear emergency light module to allow motorists to better see signaling intentions while riding alongside other motorists. These optional side turn signals will function when the individual turn signal is engaged as well as the two-way or all-way flasher system.</p> <p>-two (2) LED Driving/ Fog Lights (Part #63178532147) or equivalent</p> <p>-two (2) blue LED identification light strips shall be installed inside the lower rear light housing, illuminated via the taillight circuit</p> <p>-Emergency Lights: To be modular LED lighting units which contain multiple LED light heads optimally aimed for high visibility. Light heads shall be one each forward facing (left and right), one each forward facing, one each rear side facing, one each (left and right) rear facing. Auxiliary rear facing duplex emergency light (left and right integrated in one housing) shall be permanently attached to the radio antenna mounting bracket, remaining rear facing when radio box lid is raised to access equipment.</p> <p>-integrated, latching push button w/ indicator to activate "cruise lights" shall be standard equipment, providing 10% power to the front and rear facing emergency lights to satisfy cruise light requirements. Cruise lights will remain on during emergency light operation when either/ or front or rear emergency light circuit is not activated.</p> <p>-integrated, latching push button w/ indicator to activate "cruise lights" shall be standard equipment, providing 10% power to satisfy cruise light requirements. Cruise lights will remain on during emergency light operation when either / or front or rear emergency light circuit is not activated.</p> <p>-integrated rocker switch w/ indicator to manually activate "alley lights" shall be standard equipment. Switch will steadily illuminate the front left or right 3-up white alley light, regardless of the emergency light activity. Alley lights shall have selector switch to allow alley lights to flash alternatively with emergency lights with alley light switch over-riding emergency light flashing when desired.</p> <p>-emergency light heads shall be non-flashing type controlled by processor-controlled flasher system with multiple flash patterns and sequential light switching from a single push-button switch. Flasher connected to siren Inter Clear function to enable secondary flashing pattern for 7 seconds each time siren mode is changed. Primary and secondary flasher programming buttons provided in secure location. Emergency lights shall operate with ignition switch is either the "on" position, and up to 30 minutes after ignition "off" position. Motor shall include two indicator lights within the operator's field of vision to indicate when rear or front lights are "on".</p> <p>-Emergency light colors as follows:</p> <ol style="list-style-type: none"> a. Front light L = Red R=Blue b. Front IO L= Red R=Blue c. Front Side L=Blue R=Red d. Rear Side L=Red R=Blue e. Rear Light L=Blue R=Red f. Rear Duplex L=Blue R=Red <p>-switches for control of all emergency equipment (siren, emergency lights, etc) shall be located on the handlebar and accessible without removing</p>
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		<p>hands from the grips. Emergency light switch shall be a momentary rocker switch with the following functions:</p> <ul style="list-style-type: none"> - First press = front & rear emergency lights - Next press = rear emergency lights - Next press = front emergency lights only - Next press = front & rear emergency lights - Next press = repeating as before - Press & Hold Anytime = OFF <p>-horn must have a minimum of 82 dB output measure at a height of 4' and at a distance of 50 feet directly ahead of motorcycle on an asphalt surface, with the engine at idle. Horn button to be located on the left handlebar switch assembly. With motorcycle ignition "on", the horn will activate the siren "air horn" function as well as the normal motorcycle horn.</p> <p>-Ignition switch, headlight switch, rear flashing amber light switch and all other switches not specifically located in this specification, shall be mounted on the dash panel or on the handlebar and be conveniently accessible by the rider.</p> <p>-the ignition, headlight and running light switches shall be designed and wired to permit the engine to run without the headlight or running lights on dash panel with instrument lights shall be angle adjustable to prevent glare/obstruct visibility</p> <p>-each unit will have white LED takedown lights that also supplement as wig-wag lighting</p> <p>-the motorcycle will be programmed so the motorcycles headlight wig wags in emergency mode.</p> <p>-LED driving/ fog lights will be programmed to wig wag with the motorcycle headlight in emergency mode</p> <p>-each motorcycle will come with a vehicle specific battery tender</p> <p>-a light will be equipped with sensor to active during low light illumination into each saddlebag</p>
12	Handlebars	<p>Handlebars shall be chrome plated, stainless steel, or other corrosion resistant finish of the latest approved type suitable for police work and allow the officer to sit in a upright vertical position with both hands on handlebar grips. Movement of the handlebars shall not be restricted by any accessory equipment or windshield/ fairing.</p> <p>-all exposed wiring to switches shall be encased in plastic loom and clamped to bars. All wiring subjected to friction to be adequately protected to prevent wear and eventual grounding.</p> <p>-handlebar grips to be of firm dark colored plastic and/ or rubber which will not discolor hands.</p> <p>-throttle control, to be located on right handlebar, shall allow no lost motion or play</p> <p>-throttle control shall incorporate an electronic cruise control system to enable the rider to temporarily inhibit the throttle from closing to assist with hand signals. Cruise control should disengage anytime the brakes are applied, the clutch lever is actuated, or the throttle position is moved. Cruise control should operate at low speed (from 9 mph up)</p> <p>-handlebar control levers shall provide an adjustable cam to vary the lever reach from the grip to accommodate various hand sizes.</p> <p>-provision shall be made for mounting a radio control head system in the center of the handlebars, gas tank console or fairing. Fairing dashboard shall contain radio speakers of 4 Ohms impedance to broadcast radio traffic, pre-wired for connection to mobile radio. Mounting of the radio control head and microphone shall not obstruct visibility of indicators or accessibility of</p>

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		<p>controls and switches and shall be readily accessible when seated on the motorcycle.</p> <ul style="list-style-type: none"> -handlebar shall be equipped with electronic heated grips -handlebar switches shall be standard for the activation of the following features: <ol style="list-style-type: none"> 1. Electronic gun lock 2. Take-down lights (steady-burn and wig-wag modes) 3. Alley lights 4. Radio speaker cut-off 5. Electronic speedometer pace-lock 6. Light-OFF 7. Cruise lights 8. Fog lights 9. Speedometer pace-lock 10. PTT, PTPA, PTT2, Siren, Emergency Lights (Setcom compatible)
13	Additional Features	<p>Mirrors: Right and left side rear view mirrors are to be installed in such a manner to minimize vibration and shall be:</p> <ul style="list-style-type: none"> -rectangular is shape. No less than 3 ½" x 5" or 17 square inches -short shank, folding, mounted on the handlebars or breakaway design mounted to fairing shell -mirrors shall be "true vision" type <p>Speedometer: Shall be designed for police work. Shall be certified accurate within +/- 2 mph throughout its entire speed and temperature operating range as compared to the true motorcycle speed in which it is installed.</p> <ul style="list-style-type: none"> -shall provide illuminated accurate easy-to-read digital display -shall provide a handlebar switch to press and lock the (pace) speed, displaying this speed on the digital display adjacent to the primary speed display. The pace speed shall be erased through ignition sessions. -shall operate from the wheel speed sensor providing a digital reading that will not change with time or wear (not require recalibration) -Tachometer shall be supplied. <p>Protection Bars: Front (engine guard) and rear (bag guard) protection bars shall be shot peen finished stainless steel construction to resist corrosion. The front and rear protection bars shall also be designed to provide mountings for the siren speaker and other accessories and protect the motorcycle from cosmetic damage in the event it is dropped to a side.</p> <p>Fairing/ Windshield: Shall be equipped with a frame mounted full fairing and electrically adjustable windshield system providing exceptional stability and protection from the elements.</p> <ul style="list-style-type: none"> -windshield shall be the Z-Technic V-Stream Sport/ Tour Replacement Screen for BMW R 1200 RT (#Z2350) -windshield shall be of clear polycarbonate, scratch-resistant, approved glazing material (Ref. Lexan MR-4000 or equivalent) -windshield angle should be electronically adjustable while riding via handlebar switch to provide optimal protection/ adjustment to minimize wind noise and optimize comfort to the operator. -faring and windshield system shall not cause imbalance of the motorcycle at any speed <p>Seat: Shall be height-adjustable heavy-duty police type foam padded adjustable waterproof saddle covered with black textured vinyl material that reduces heat-gain in sunlight. Available seat sizes are low, regular and high. Each seat can be adjusted to one of two heights. Seat shall be equipped with electronic warming mechanism.</p>

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		<p>Stands: Side stands will be made of steel construction and have a minimum of two and one-half square inches of surface on the ground when extended. Stand designed to support the weight of the motorcycle when loaded with full police equipment.</p> <ul style="list-style-type: none"> -shall be mounted on left side. -shall be equipped with a side stand extension -shall be designed so that the stand can be lowered and retracted with foot when seated on the motorcycle -so designed that it will not strike ground during hard left turns when retracted. -amount of lean of motorcycle shall not exceed 15 degrees from vertical when stand is extended, and front wheel is in a straight-ahead position. Stand shall support motorcycle up to a 9-degree grade without locking mechanism. -center service stand shall be standard, permanently fitted to motor, raising the rear wheel off the ground when deployed to enable operator to rate-check condition of either tire <p>Footrests: Shall be equipped with footrests so constructed that they will touch the ground prior to other fixed component, fold in the even of contact with the ground, enabling a minimum lean angle of 40 degrees. Footrests shall not restrict the lean angle of the motorcycle.</p> <p>Siren & Public Address System: Electronic twin speaker motorcycle siren/public address (PA) system. Shall be supplied and installed, operating only when ignition switch is "on". Siren to produce electronic tones wail, yelp, hyper-help and air horn. PA may be interfaced with mobile radio. Control switch shall have these operating modes:</p> <p>Momentary rocker push-button – single press to activate siren. Additional single press of push-button will scroll through wail, yelp, and hyper-yelp (when enabled). Press and hold of push-button deactivates siren regardless of position in scroll cycle. Switch actuation shall be sufficiently precise to enable siren "chirp" via double-tap switch operation.</p> <p>Horn button – siren air horn operates whenever ignition switch is "on" and horn button is pressed.</p> <p>Muffler: Shall meet legal sound restrictions.</p> <ul style="list-style-type: none"> -shall be constructed of stainless steel to maximize useful life. -muffler to be polished stainless steel finished with optional chrome plated finish. <p>Keys: To have three keys (two luxury keys and one service key) provided for each motorcycle at time of delivery. Keys to contain anti-theft security chip to disable ignition system unless the proper ignition key is utilized.</p> <p>Radio box & Saddlebags: To be equipped with a lockable integrated radio storage box with grounded base suitable for mounting of police radio/ video system/ etc. with electronic push-button lid release. A standard grounded radio antenna mounting shall be provided behind the radio box floor plate suitable for all radio frequencies from 40MHz to 800+ MHz. Radio box optimal dimensions: 17"L x 12"-10"W x 6" -4.5"H (box is tapered front to rear).</p> <ul style="list-style-type: none"> -Two (2) law enforcement type utility saddlebags mounted on each side of the rear wheel. Saddlebags shall be composite construction. Optimal dimensions: 19.5" L x 6.75" W x 10.5" H (bag) / 4"H (lid). Tapered rectangular shape with a minimum capacity of 23 liters each. Boxes shall be sealed against moisture and dirt. Front hinge/ single glove-friendly rear latch should allow operator to open lid while seated on motor. Latch secures lid without requirement to lock/ key lock standard for security.
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		<p>Tool Kit: A minimal emergency tool kit shall be supplied with each motorcycle along with a Cruz Tools Road Tech Tool Kit for BMW.</p> <p>GPS Navigation: GPS Navigation Unit will be attached to the motorcycle in a permanent dash mount. The unit will be of the most recent design and current production model and guarantee all equipment, parts and components offered to be new and unused. The unit will be robust, waterproof (to IPX7 standard), fuel-resistant and shock-proof. It will have a monitor with a minimum of 6.5-inch color TFT touchscreen, have automatic day/ night mode, minimum of 800 x 480 pixels, and high-contrast, non-reflective, UV-resistant display. The unit will be accessible through screen interaction and handlebar controls.</p> <p>Radio Installation: The vendor will be responsible for assisting DSP personnel in the police radio/ radars and all of the related equipment which will be furnished by the Delaware Division of Communications (DivComm). The radio system and radar will be installed as per and in conjunction with DivComm.</p> <p>Firearms Security: The motorcycle will be pre-wired and with all necessary equipment to include handlebar mounted switch, variable timer for release of weapon and connectors to attach to a gun weapon mount of the requesting agency's choice.</p> <p>LIDAR Holster: The motorcycle will have vehicle specific exterior holster for the Kustom Pro-Laser 3 LIDAR or approved equal dependent upon requesting agency equipment. The holster will have key locks to deter theft. Each mount will be made from powder-coated formed steel wire and formed laser-cut steel.</p> <p>Radar Brackets: The motorcycle will be equipped with Kustom Raptor RP-1 (KA Band) front & rear mounts (Part #71602452852) or approved equal.</p> <p>Notepad Bracket: The vehicle will be equipped with a specific mount for a notepad to be attached to the area surrounding the fill area of the fuel tank.</p>
14	Warranty, Performance, and Delivery	<p>Performance: Motorcycles purchase against this specification shall display a high level of stability, maneuverability, cornering, and other handling characteristics necessary for a motorcycle engaged in urban and interstate roadway enforcement as well as high-speed traffic law enforcement use which includes operation over various types of road surfaces and operating conditions. Motors shall be capable of reaching a top speed of at least 125 mph fully loaded with no sign of instability, even when riding through curves at high speed. Cornering lean angle shall not be less than 40 degrees, providing optimal cornering clearance, improving the ability of the operator to avoid obstacles spotted within a curve.</p> <p>0 -100 MPH acceleration = maximum of 11 seconds Top Speed = 125 MPH minimum while fully loaded Average stopping distance from 60 MPH = 140 feet</p> <p>Pre-Delivery Service: All motorcycles must be completely serviced, inspected, properly adjusted and road tested before delivery, including the proper fill of all fluids and lubricants. All motorcycles shall be delivered with a minimum of ½ tank of fuel. Batteries shall be serviced and fully charged on delivery. Upon completion, the motorcycle will be delivered to the Delaware State Police or requesting municipal agency as determined by purchase order.</p>

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		Warranty: The standard manufacturer's warranty shall apply to all motorcycles purchased under this specification. Manufacturer shall also provide a 36 month/ 60,000 mile, no deductible limited warranty for all motorcycles. Any cost for this warranty shall be included in the bid price of the motorcycle. The manufacturer shall have 6,000-mile service intervals in the Manufacturer's maintenance schedule for meeting the service requirements for obtaining warranty service. Oil consumption in excess of one quart per 1,000 miles shall be cause for warranty repair. Warranty to begin on date vehicles are delivered.
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Specification B: DMV Training Motorcycles

1. OVERVIEW

The State of Delaware's Division of Motor Vehicles established a program in 1985 to provide motorcycle safety instruction for the increasing number of young and/or untrained operators in the state. The Motorcycle Training Courses promote highway awareness, recognition of the highway rights of others, and instill a thorough knowledge of the dangers and limitations involved in operating a motorcycle.

Classes are offered every year beginning in March through mid-November at several locations: The Greater Wilmington DMV, Dover DMV, Georgetown DMV, and at Diamond Motor Sports. There are currently three different courses offered:

The Basic Rider Course (BRC) is a 15-hour course consisting of 5 hours of classroom and 10 hours of on motorcycle instruction a DMV license testing waiver is issued to successful graduates.

The Experienced Rider Course (ERC) is an 8-hour course consisting of 2 hours of classroom and 6 hours of on motorcycle instruction a DMV license waiver is issued to successful graduates.

The Advanced Rider Course (ARC) is an 8-hour course consisting of 2 hours of classroom and 6 hours of on motorcycle instruction a motorcycle endorsement is required to take this course.

Award of this contract may be made to multiple vendors. The State will make the final determination of the quantity and variety of motorcycles to be purchased based upon how each of the manufacturers' make and model offered, best suits the DMV's instructional purposes and the public it serves. The awarded vendor(s) shall be a Manufacturer's Authorized Dealer / Service Provider and shall perform any required warranty services.

2. SPECIFICATIONS

Course curriculum requires the motorcycles purchased shall meet the following requirements:

Engine displacement of 250cc to 750cc

Seat height of 30" or less preferred

Unladen weight of 400 pounds or less preferred

Street-legal motorcycles with 5 or 6 speed manual transmissions will be considered.

The DMV intends to maximize its ability to best serve the public's needs by purchasing motorcycles with varying engine/seat height/weight configurations.

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Vendors are encouraged to offer multiple manufacturers' make and models in a variety of engine/seat height/weight configurations which meet the specifications written within this solicitation.

Potential vendors shall indicate on the bid forms the maximum quantity of each make and model offered they will have the ability to provide.

Estimated quantities of eighteen (18) motorcycles may be purchased on this contract. Only new models with less than 500 miles; shall be considered for purchase. The awarded vendor(s) shall be able to provide all original equipment manufacturers' parts for the make(s) and model(s) of motorcycles purchased.

Listed for reference only, the models used by the DMV recently are:

Honda CMX 250XG - Royal Enfield Classic 500 - BMW G310R

3. WARRANTY

For new or untitled motorcycles, Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.

4. PRODUCT ORIENTATION

Upon request from DMV personnel, the Contractor shall offer product orientation at the location of delivery for each make and model of motorcycle purchased.

5. DELIVERY

The Contractor(s) shall deliver motorcycles to the Dover DMV facility, unless otherwise requested at time of order. The physical address for the Dover DMV is 303 Transportation Circle, Dover, DE 19903.

E. Specification C: ATV, UTV, Golf Carts

1. OVERVIEW

The State of Delaware is currently seeking multi-brand utility style and recreational style ATV/ UTV and Golf Carts. Due to the nearly infinite combination of options available as well as the individual agency needs, the mechanism that will be used to multi-award this specification will be determined based off of the discount being offered by potential vendor(s) as well as the ability to provide parts and service the offered equipment.

While the below requested specifications and/ or capabilities are not all inclusive, this will provide potential vendors with an idea of what equipment requesting agency's are interested in purchasing.

2. ATV:

- Recreational/ Utility Style ATV
- 5 Speed, gear shifting transmission (preferred no belt driven transmissions)
- Longitudinally mounted 4 – stroke engine
- Preferred engine size is 400cc – 600cc
- Both foot shift and thumb shift (automatic transmission discouraged)
- 4WD (wheel drive) preferred with available locking capability
- Available in preferred agency colors (DNREC – Dark Green – DSHS/ DSP – Dark Blue)

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- Fuel injected engine preferred
 - Additional equipment options such as luggage rack (front and rear), winch, etc.
 - Preferred electric start with backup pull start
 - Plow capable models
 - Warranty, parts, repair and service agreement included
- *** The State will allow for vendors to list a manufacturer line provided they are considered an authorized dealer for the manufacturer. A manufacturer authorization letter will be part of the vendor submission. This will allow an agency a build to suit option with an expectation for the vendor to offer a discount off of the Manufacturer Suggested Retail Price (MSRP).*

3. UTV:

- Both diesel and gasoline powered options
 - Available electric options
 - Plow capable models
 - Options available capable of operating at response speed for Department of Natural Resource Police, - Beach Patrol, and for agencies using as stand-by Basic Life Support in areas where used to supplement as ambulatory first response.
 - Options available with varying width due to limited access paths in some State parks (between 6' – 8' ft.)
 - Multiple Options for seating configuration based on request. 2 – 6 seats available with additional storage capability
 - Available base models as well as “add – on” options such as winterization kits, windshields, towing package, pioneer kits.
 - Warranty, parts, repair and service agreement included
- *** The State will allow for vendors to list a manufacturer line provided they are considered an authorized dealer for the manufacturer. A manufacturer authorization letter will be part of the vendor submission. This will allow an agency a build to suit option with an expectation for the vendor to offer a discount off of the Manufacturer Suggested Retail Price (MSRP).*

4. Golf Carts:

- Electric and gasoline powered options
 - Options available with varying ground clearance and tire size to accommodate a wide variety of agency needs
 - Multiple Options for seating configuration based on request. 2 – 4 seats available with additional storage capability
 - Available base models as well as “add – on” options such as winterization kits, windshields, etc.
 - Warranty, parts, repair and service agreement included.
- *** The State will allow for vendors to list a manufacturer line provided they are considered an authorized dealer for the manufacturer. A manufacturer authorization letter will be part of the vendor submission. This will allow an agency a build to suit option with an expectation for the vendor to offer a discount off of the Manufacturer Suggested Retail Price (MSRP).*

F. Specification D: Rider Safety & After Market Equipment

1. Personal Protective Equipment

Equipment listed as rider safety equipment, commonly referred to as Personal Protective Equipment or (PPE) may vary based on agency needs, individual rider/ operator sizes and purpose. This may include but is not limited to DOT approved helmets, rider boots, gloves, visors, goggles, chest protection, etc. The Specification D Tab in Appendix A – Pricing Spreadsheet will allow interested vendors to provide a catalog discount for brands/ items that they are an authorized dealer for. Responsive vendors must provide a manufacturer authorization letter for brands/ items they are bidding.

2. After Market Equipment

Individual agencies may find the need to modify or upgrade a model after purchase, current State-owned equipment or work with awarded vendors to complete a unique modification such a type or style of tire, equipment rack, or package modification not offered as a main purchase option. The Specification D Tab in Appendix A– Pricing Spreadsheet will allow interested vendors to provide a catalog discount for brands/ items that they are an authorized dealer for. Responsive vendors must provide a manufacturer authorization letter for brands/items they are bidding.

G. Intent to Load Contract Award in State eMarketplace Solution

Upon award, this contract will be loaded into the State's eMarketplace solution as a request for quote contract.

As a **catalog** contract, awarded vendor(s) are required to identify a point of contact for implementation. This contact will assist with catalog configuration, product catalog submission, testing, and go-live. Upon submission of the enablement ticket by Government Support Services, vendor(s) will receive an invitation to join the Delaware marketplace, which must be accepted within 14 days. The initial product catalog must be ready for review by Government Support Services within 14 days of invitation acceptance.

Vendors using CXML must be able to accept receipt of both ship to and bill to address details from the orders for proper delivery of products and invoices.

Those with punchout functionality must support "shop at the top" functionality, where searches are conducted on the main eMarketplace page, restricts access to items outside of contract award, and reflects contract pricing. Orders must capture both ship-to and bill-to addresses.

Additionally, vendors must work with the eMarketplace provider to allow functionality within the test environment, ensuring full functionality is tested. This may require vendors to make their API available (if they have one) or participate in a site assessment to determine alternate search configurations. It may also necessitate submitting a CSV catalog file to supplement the punchout catalog. The API utilized within the test environment will be for production data retrieval.

As a **request for quote** contract, awarded vendor(s) will be required to identify a point of contact for implementation. Once enablement ticket has been submitted by Government Support Services, vendor(s) will automatically receive an invitation to join the Delaware marketplace. This invitation must be accepted within 14 days.

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As an **informational** contract, a contract profile will be developed by Government Support Services. This profile will enable end users to see search results that include these contracts. Additionally, these profiles will provide shoppers with details on how to place orders for the goods and services associated with the contract outside of eMarketplace.

The failure and/or inability to comply with the eMarketplace requirement(s) may subject the awarded vendor to corrective action, up to and possibly including termination of the contract.

V. PUBLIC BID OPENING ANNOUNCEMENT

Contract No. GSS25702-MOTO_ATV

Motorcycles, ATV, UTV and Golf Carts

For anyone who wishes to witness the Bid opening they may do so:

- **In-Person**
Wednesday, January 8, 2025, 3:00 PM (Local Time)
Government Support Services
600A South Bay Road
Dover, DE 19901
- **Virtual**
Date & Time: Wednesday, January 8, 2025, 3:00 PM (Local Time)
Virtual Meeting Link: [GSS25702-MOTO ATV Bid Opening](#)
Meeting Number: 231 383 982 13
Password: fCghoa

The public Bid opening ensures the citizens of Delaware that contracts are being Bid fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the Bids at the time and place specified and the contract shall be awarded within thirty (30) days thereafter. The main purpose of the Bid opening is to reveal the name(s) of the Bidders(s), not to serve as a forum for determining the apparent low Bidders. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each Bid has been determined.

After receipt of a fully executed contract(s), the Delaware public and all Bidders are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information.

NOTE: ONLY THE BIDDER'S NAME WILL BE READ AT THE BID OPENING

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Sample Report 2

FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																			
Subcontracting (2nd tier) Quarterly Report																			
Prime Name:							Report Start Date:												
Contract Name/Number							Report End Date:												
Contact Name:							Today's Date:												
Contact Phone:							*Minimum Required			Requested detail									
Vendor Name *	Vendor TaxID *	Contract Name/Number *	Vendor Contact Name*	Vendor Contact Phone *	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor or UNSPSC	M/WBE Certifying Agency	Veteran/Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id	Date Paid		
SAMPLE																			

Note: A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format and submitted to the following email address: vendorousage@delaware.gov.



**The Office of Supplier Diversity (OSD) has moved to the
Division of Small Business (DSB)**

Supplier Diversity Certification Applications can be found here:
[Certifications - Division of Small Business - State of Delaware](#)

Completed Applications can be emailed to: OSD@Delaware.gov

For more information, please send an email to OSD:
OSD@Delaware.gov or call 302-577-8477

[Subscribe](#) to the OSD Mailing List

New address for OSD:
Carvel State Building
820 N. French Street, 10th Floor
Wilmington, DE 19801

Telephone: 302-577-8477 / Fax: 302-736-7915

Email: OSD@Delaware.gov

Web site: <https://business.delaware.gov/osd/>

Dover address:
(Local applicants may drop off applications here)

99 Kings Highway
Dover, DE 19901
Phone: 302-739-4271

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

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APPENDIX A – PRICING

Appendix A is a separate file found on mymarketplace.delaware.gov and <https://gss.bonfirehub.com/>. Appendix A must be submitted through the [online bid submission portal](#) using the provided format.

APPENDIX B – ONLINE BID SUBMISSION PORTAL INSTRUCTIONS

Appendix B is a separate file found on mymarketplace.delaware.gov and <https://gss.bonfirehub.com/>. This appendix contains instructions on how to structure your solicitation response submitted through the [online bid submission portal](#).

APPENDIX C – VENDOR FORMS

Appendix C – Vendor Forms is a separate file found on mymarketplace.delaware.gov and <https://gss.bonfirehub.com/>. This appendix contains forms that are to be completed and submitted through the online bid submission portal.