

**NEW CASTLE COUNTY**  
**Purchasing Division**  
**New Castle County Government Center**  
**87 Read's Way**  
**New Castle, DE 19720**  
**(302) 395-5250**

---

**AUTOMATIC TRANSMISSION EXCHANGES & PARTS**  
**Bid 15A-066**

Sealed proposals for: **Automatic Transmission Exchanges & Parts, Bid #15A-066**

will be received until **2:00 p.m. Wednesday, May 7, 2014**, in the Purchasing Division, New Castle County Government Center, 87 Read's Way, New Castle, DE 19720 (Telephone: 302-395-5250).

Minority and Women-owned Business Enterprises (MWBE) will be afforded full opportunity to submit proposals, and will not be subject to discrimination on the basis of race, color, national origin, sex, religion, age, disability, or sexual orientation in the consideration of this award.

**INSTRUCTIONS TO BIDDERS:**

Bid envelopes will carry a clear notation in the lower left quadrant, "**BID FOR Automatic Transmission Exchanges & Parts, Bid #15A-066.**"

Any questions concerning the bid(s) should be directed to the Purchasing Division at (302) 395-5250.

**Bidders are responsible for obtaining the bid specifications and all addendums from the New Castle County Purchasing website at [www.nccde.org/purchasing](http://www.nccde.org/purchasing).**

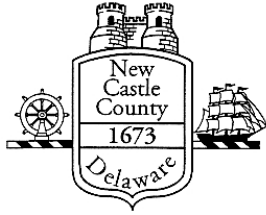
Fax bids will **not** be accepted.

Bid security is waived.

New Castle County reserves the right to divide the award unless stated otherwise in the specifications.

Awards, if any, will be made by the Purchasing Division to the lowest and best responsible bidder. The County reserves the right to reject all bids and to waive minor irregularities.

**NOTE:** If required by State or Federal regulations, vendors will provide the M.S.D.S. sheets for the above projects.



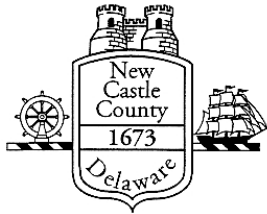
**NEW CASTLE COUNTY**  
**Purchasing Division**  
**New Castle County Government Center**  
**87 Read's Way**  
**New Castle, DE 19720**  
**(302) 395-5250**

---

**AUTOMATIC TRANSMISSION EXCHANGES & PARTS**  
**Bid 15A-066**

Pursuant to County Ordinance 83-172, 87-105, and Delaware State Law, no contract will be awarded to any vendor unless before or in conjunction with the actual award of the contract to such vendor, has submitted proof satisfactory to the County or to the awarding agency, or the designated representative of the County or the awarding agency, as the case may be, that it and each and every subcontractor named by it in its bid, if any, will at the time it submits such proof have valid and effective licenses required by the State and the County, and the political subdivisions, if any, in which the project is located, and the United States government, in order for each of them (i) to do business therein; (ii) to comply with all tax laws thereof; and (iii) to perform the labor and/or supply the material involved in the performance of the contract.

**Mailing address:** Purchasing Division  
New Castle County Government Center  
87 Read's Way  
New Castle, DE 19720



**NEW CASTLE COUNTY**  
**Purchasing Division**  
**New Castle County Government Center**  
**87 Read's Way**  
**New Castle, DE 19720**  
**(302) 395-5250**

---

**AUTOMATIC TRANSMISSION EXCHANGES & PARTS**  
**Bid 15A-066**

**GENERAL**

It is New Castle County's intention to award an annual contract for exchange of automatic transmissions and parts as defined below.

Contract will cover cars and trucks, and miscellaneous agricultural and construction machinery and equipment.

The vehicles involved include police cars and ambulances, as well as, various other vehicles driven daily in heavy traffic situations by multiple personnel. Therefore, **ALL** parts to be delivered under this bid are to be fleet quality, heavy-duty parts.

**ADDITIONS**

New Castle County may require other related services, products, and/or equipment not specifically listed. Vendor may be given the opportunity to provide a quote. Should New Castle County deem the quote to be non-competitive, New Castle County reserves the right to seek proposals from other vendors.

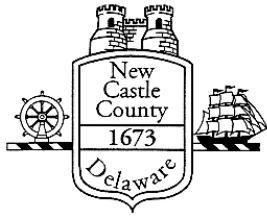
**STATEMENT OF WORK**

Contract will cover exchange, installation or overhaul of transmissions for County owned vehicles.

All material and workmanship shall meet or exceed all federal, state or local motor vehicle regulations and safety requirements.

Any towing required will be performed by the County under its annual towing contract.

Unless otherwise directed by the County, the vendor shall return all damaged hard parts charged for as extras.



**NEW CASTLE COUNTY**  
**Purchasing Division**  
**New Castle County Government Center**  
**87 Read's Way**  
**New Castle, DE 19720**  
**(302) 395-5250**

---

**AUTOMATIC TRANSMISSION EXCHANGES & PARTS**  
**Bid 15A-066**

**SECTION I - AUTOMATIC TRANSMISSION EXCHANGES**

**ITEM 1**

Common Non Lock-Up Converter:

Bidder shall quote price per common non lock-up converter with exchange from New Castle County and list any exceptions.

**ITEM 2**

Common Lock-Up Converter:

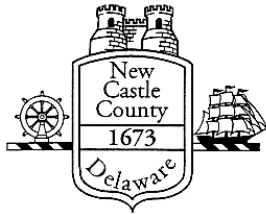
Bidder shall quote price per common lock-up converter with exchange from New Castle County and list any exceptions.

**ITEM 3**

Transmissions:

Bidder shall quote price per transmission with exchange from New Castle County. This will include charges for hard parts which must be replaced or the exchange case if damaged. Bidders shall quote percent off manufacturer's list price for hard parts not covered in exchange transmissions. **Awardee will advise the County and request instructions before proceeding to repair a unit so badly damaged that replacement would be more economical or prudent.**

The list shown in the bid form is representative of the units to be repaired, but does not cover all items. Awardee will be required to promptly quote repair of any other units identified by the County, and will be required to update the list to reflect changes in the County vehicle fleet. Prices for new listings shall be consistent with the prices included in the original bid. If the Vendor and the County are unable to agree on prices for additional listings, the County reserves the right to acquire such units outside of this contract.



**NEW CASTLE COUNTY**  
**Purchasing Division**  
**New Castle County Government Center**  
**87 Read's Way**  
**New Castle, DE 19720**  
**(302) 395-5250**

---

**AUTOMATIC TRANSMISSION EXCHANGES & PARTS**  
**Bid 15A-066**

**SECTION II- AUTOMATIC TRANSMISSION PARTS**

Bidders shall quote a percent off discount from manufacturer's list prices. Awardee will be required to submit a current price list to the County at the time of award. This percent off shall remain firm for the life of the contract.

Vendor shall have parts in stock or be capable of delivering within three (3) working days.

**SECTION III- TRANSMISSION REPLACEMENTS**

In addition to the charges applicable for the transmission exchange per Section 1, Bidders shall show a fixed price to remove and install a transmission, in a vehicle, flush all lines and test drive to the vendor's facility. Replacement must take place within the time frames set forth below under "DELIVERY".

**LENGTH OF CONTRACT**

**Contract will run from July 1, 2014 through June 30, 2015.** Contract may be extended for three (3) years, one (1) year at a time, by mutual agreement of the parties.

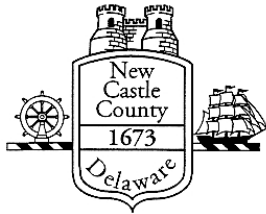
**DELIVERY**

Timely delivery of parts and performance of repairs is an essential element of this contract.

All prices must be quoted FOB Destination. The vast majority of deliveries will be to 100 Churchman's Road, or 187 Churchman's Road, New Castle DE 19720.

Vendor must exchange, install, or overhaul transmissions, flush lines and test drive within five (5) working days. Ambulances and police cars must be completed within two (2) days. Parts orders must be available within three (3) working days.

If vendor cannot supply item when order is placed, the County reserves the right to purchase the item elsewhere. Repeated inability to supply items may be cause for cancellation of the contract. To facilitate delivery, bidders must maintain a local New Castle County outlet where items may be picked up by the County if needed. Bidders must also have a local phone number or offer toll-free service for ordering and expediting.



**NEW CASTLE COUNTY**  
**Purchasing Division**  
**87 Reads Way**  
**New Castle, DE 19720**

**(302) 395-5250**

---

**AUTOMATIC TRANSMISSION EXCHANGES & PARTS**

**Bid 11A-066**

**WARRANTIES**

Minimum acceptable warranty is 18 months or 18,000 miles. Bidders must state their warranties with their bids. Contractor must deliver replacement items to County facilities for all items found to be unacceptable or defective under warranty, and must provide such replacements within the normal delivery times as shown above. If credit is to be issued in lieu of replacement, such credit will be processed within the current billing cycle. The County reserves the right to seek compensation for the costs of removal and reinstallation of any item found to be defective, or to direct that this be done by the vendor at no charge.

**INSURANCE**

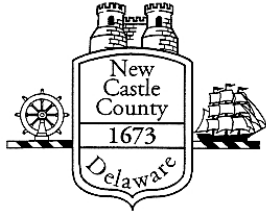
**Workers' Compensation & Employer's Liability Insurance**

Vendor shall purchase and keep in force and effect workers' compensation insurance that will provide the applicable statutory benefits for all of the vendor's employees who may or do suffer covered injuries or diseases while involved in the performance of their work for the Vendor; and, even if permitted to do so by statute, Vendor shall not reject any workers' compensation insurance option that, in the absence of such a rejection, would be applicable to any of the said employees. The policy providing the workers' compensation insurance shall include: (1) broad form all-states coverage; (2) an endorsement that specifically waives any subrogation rights the insurer would otherwise have against New Castle County, its officials or employees.

Vendor shall purchase, and keep in force and effect, Employers' Liability insurance with maximum limits for each employee of \$1,000,000 for each bodily injury by accident, or occupational disease, and \$1,000,000 aggregate maximum limits for all bodily injuries by accidents and occupational diseases within the coverage period, regardless of the number of employees who may sustain bodily injuries by accident or occupational disease.

**Automobile and General Liability Insurance**

Vendor shall purchase: (1) motor vehicle liability coverage, for owned, hired and non-owned vehicles, covering any and all claims for bodily injury and property damage that arise out of Vendor's performance of work for New Castle County, (2) comprehensive Commercial General Liability (CGL) insurance with limits of no less than \$1,000,000



**NEW CASTLE COUNTY**  
**Purchasing Division**  
**87 Reads Way**  
**New Castle, DE 19720**

**(302) 395-5250**

---

**AUTOMATIC TRANSMISSION EXCHANGES & PARTS**

**Bid 11A-066**

each occurrence and \$2,000,000 annual aggregate. The CGL policy shall be extended by

endorsement or otherwise to also include (a) coverage for Contractual Liability assumed by Vendor, with defense provided in addition to and separate from policy limits for indemnities of the named insured, (b) coverage for Independent Contractor Liability providing coverage in connection with such portion of the Services being subcontracted prior to any of the Services being subcontracted, in accordance with the terms and conditions of this Agreement, (c) coverage for Broad Form Property Damage Liability, (d) coverage for Personal Injury and Advertisers Liability, (e) products and completed operations.

Vendor must also carry Garage Keepers Insurance in the amount of \$400,000.00.

( ) Professional Liability Insurance (applicable if checked)

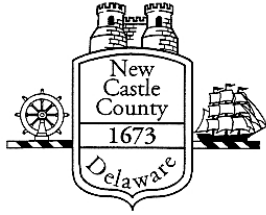
Each vendor of professional services for whom this provision is applicable shall provide professional liability insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

All insurance required under this contract except workers' compensation, employers liability, and professional liability (if applicable) shall be provided on a policy(s) that specifically names New Castle County, its officials and employees as additional insureds.

Each policy shall provide an endorsement that specifically waives any subrogation rights the insurer would otherwise have against New Castle County, its officials or employees.

Each policy shall be endorsed to require the insurer to give New Castle County at least thirty (30) days' advance written notice of the insurer's intention to cancel, refuse to renew, or otherwise terminate the policy, suspend or terminate any coverage under the policy, or reduce any policy limits, increase any policy deductibles, or otherwise modify or alter any terms or conditions of the policy or renewal issued by the same insurer.

Each policy shall be written by a carrier licensed by the State of Delaware to do insurance business of the type involved in the State of Delaware, and which has, and maintains for the life of this contract, at least an "A" rating from the A.M. Best Agency with "Stable" outlook.



**NEW CASTLE COUNTY**  
**Purchasing Division**  
**87 Reads Way**  
**New Castle, DE 19720**

**(302) 395-5250**

---

**AUTOMATIC TRANSMISSION EXCHANGES & PARTS**  
**Bid 11A-066**

Any change in this rating or outlook must be related to New Castle County by the Vendor or insurance carrier as soon as possible upon learning of same; and the Vendor shall use due diligence with its insurance broker or carrier to keep track of same.

All insurance required under this contract except workers' compensation, employer's liability and professional liability shall expressly provide that such insurance shall be primary insurance; and any similar insurance in the name of Vendor shall be excess and non-contributing.

Deductibles for insurance provided under this contract shall not exceed five percent (5%) of policy limits.

**FORM OF PROPOSAL AND PRICING REQUIREMENTS**

On the attached pricing form. All company information called for must be filled in, and the bid must be signed by an official authorized to bind the firm.

**ADMINISTRATION**

Awardee will be required to identify one or more individuals who have specific knowledge of the contract, and of the pricing arrangements, to accept orders and to administer the contract for the contractor. County personnel will not be expected to have to explain the contract to contractor's customer service personnel.

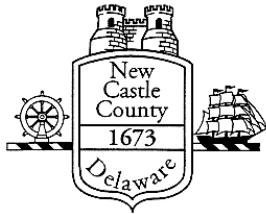
A post-award meeting may be held at the County offices to review the terms of the awarded contract, and to ensure that contractor and County personnel have a mutual understanding of the contractual arrangements.

**MSDS CLAUSE**

If required by State or Federal regulations, the successful vendor must provide the M.S.D.S. sheets to the Risk Management Division and to the requesting department.

**NOTE**





**NEW CASTLE COUNTY**  
**Purchasing Division**  
**87 Reads Way**  
**New Castle, DE 19720**

**(302) 395-5250**

---

**AUTOMATIC TRANSMISSION EXCHANGES & PARTS**

**Bid 11A-066**

It is the intent of New Castle County that minority-owned businesses shall have the maximum feasible opportunity to participate in the performance of contracts in the capacity of prime vendor.

**INVOICES**

Invoices must show Purchase Order and/or Delivery Order Number, item description, and/or part number, identity of vehicle involved if known, date of performance, and the contract price for the transmission involved. Invoices must also itemize hard parts charged, and reflect the list price, percentage of discount, and final cost to New Castle County of these parts. Invoices shall also reference vendor's delivery tickets or counter tickets if used.

A copy of each invoice, marked "Duplicate" shall be sent as follows:

New Castle County, Fleet Management  
100 Churchman's Road  
New Castle DE 19720  
Attn: Howard Dickson

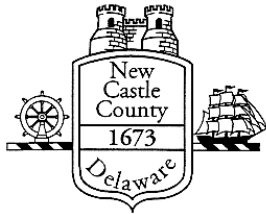
**BASIS OF AWARD**

The Division of Purchasing 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 the bases of price, product evaluation, and prior history of service capability.

The Division of Purchasing reserves the right to reject any or all bids in whole or in part, to make multiple awards, award by types, award by sections, item by item, or lump sum total, whichever may be most advantageous to New Castle County.

Bidders must bid all items to be considered for award. Warranty offered and qualifications of bidder personnel may also be evaluated, and Bidders should be prepared to provide details regarding numbers and qualifications of employees, if requested, immediately after bid opening. The County also reserves the right to visit bidder's facilities before award to assess bidder's capabilities and inventories.

**NOTE**



**NEW CASTLE COUNTY**  
**Purchasing Division**  
**87 Reads Way**  
**New Castle, DE 19720**

**(302) 395-5250**

---

**AUTOMATIC TRANSMISSION EXCHANGES & PARTS**

**Bid 11A-066**

Pursuant to County Code, New Castle County reserves the right to purchase goods, contractual, and professional services from other governments and cooperative purchasing agreements when it is determined by the Office of Administrative Services to be in the best interest of the County.

**INDEMNITY**

Vendor shall indemnify, defend, and hold harmless New Castle County from and against any and all claims, demands, suits, judgments, costs, and expenses asserted by a person or persons, including, but not limited to, agents, employees, or volunteers of vendor, by reason of death or injury to persons, or loss or damage to property, resulting from operations or use of services, products, and/or equipment purchased hereunder, or sustained in or upon the premises of the County.

**FUNDING OUT**

The continuation of this contract is contingent upon funding appropriated by County Council.

**MINORITY**

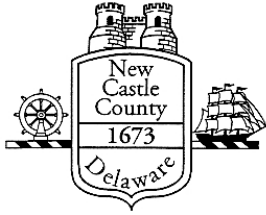
Minority and Women-owned Business Enterprises (MWBE) will be afforded full opportunity to submit proposals, and will not be subject to discrimination on the basis of race, color, national origin, sex, religion, age, disability, or sexual orientation in the consideration of this award.

**SUPPLIER DIVERSITY**

New Castle County encourages supplier diversity among firms. Please provide information on your firm's effort to encourage supplier diversity in your workforce and in the selection of sub-contractors.

**DELAWARE LABOR**

New Castle County encourages the use of Delaware Labor.



**NEW CASTLE COUNTY**  
**Purchasing Division**  
**87 Reads Way**  
**New Castle, DE 19720**

**(302) 395-5250**

**AUTOMATIC TRANSMISSION EXCHANGES & PARTS**  
**Bid 11A-066**

**BID PRICING**

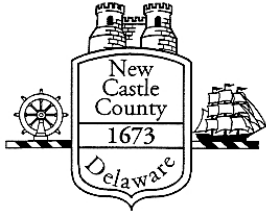
**SECTION I - AUTOMATIC TRANSMISSION EXCHANGES**

ITEM 1      Common Non Lock-Up Converter      \$ \_\_\_\_\_

ITEM 2      Common Lock – Up Converter      \$ \_\_\_\_\_

ITEM 3      Transmissions:

Ford Vehicles	Transmission Overhaul Price
<b>Taurus</b>	
4F50N	\$
<b>Crown Victoria with Police Pkg.</b>	
4R70W	\$
<b>4X4WD Excursion</b>	
4R100	\$
5R110	\$
<b>4X4WD Expedition</b>	
4R70W	\$
4R75W	\$
<b>2WD Pick-ups F150, F250, F350 and F450</b>	
4R70W	\$
4R75W	\$
4R100	\$
5R110W	\$
<b>4X4WD Pick-ups F150, F250, F350 and F450</b>	
4R70W	\$



**NEW CASTLE COUNTY**  
**Purchasing Division**  
**87 Reads Way**  
**New Castle, DE 19720**

**(302) 395-5250**

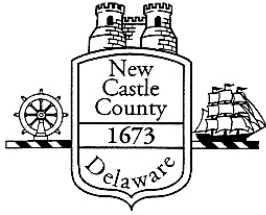
**AUTOMATIC TRANSMISSION EXCHANGES & PARTS**

**Bid 11A-066**

4R75W	\$
4R100	\$
5R110W	\$
<b>Dodge Vehicles</b>	
<b>Transmission Overhaul Price</b>	
<b>Durango</b>	
545RFE	\$
46RE	\$
42RE	\$
42RLE	\$
<b>2WD Pick-up 1500, 2500, 3500</b>	
42RE	\$
46RE	\$
45RE	\$
42RLE	\$
<b>4X4WD Pick-up 1500, 2500, 3500</b>	
42RE	\$
46RE	\$
45RE	\$
42RLE	\$
<b>Chevrolet Vehicles</b>	
<b>Transmission Overhaul Price</b>	
<b>Suburban</b>	
2WD 4I60E	\$
2WD 4L80E	\$
4X4WD 4L80E	\$

**SECTION 11 - AUTOMATIC TRANSMISSION PARTS**

% Discount \_\_\_\_\_



**NEW CASTLE COUNTY**  
**Purchasing Division**  
**87 Reads Way**  
**New Castle, DE 19720**

**(302) 395-5250**

**AUTOMATIC TRANSMISSION EXCHANGES & PARTS**  
**Bid 11A-066**

**SECTION 111 - TRANSMISSION REPLACEMENT**

Show unit price to remove and replace transmission at vendor's facility.

Automobile	FWD	\$ _____
	RWD	\$ _____
Light Truck	4 x 4	\$ _____
	2 x	\$ _____
Heavy Truck	4 x 4	\$ _____
	2 x	\$ _____
Construction Vehicle	4 x 4	\$ _____
	2 x	\$ _____
Delivery Charge of Vehicle (if required)		\$ _____

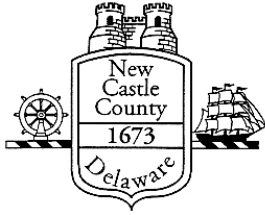
**SIGNATURE PAGE**

\_\_\_\_\_  
 Name of Company

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Telephone No. Fax No.

\_\_\_\_\_  
 Signature Federal Tax I.D. No.



**NEW CASTLE COUNTY**  
**Purchasing Division**  
**87 Reads Way**  
**New Castle, DE 19720**                      **(302) 395-5250**

**AUTOMATIC TRANSMISSION EXCHANGES & PARTS**  
**Bid 11A-066**

Printed Name                                      **Email (REQUIRED)**                                      Date

**NEW CASTLE COUNTY, DELAWARE**  
**PROCUREMENT AFFIDAVIT**

**AUTHORIZED REPRESENTATIVE**

**I HEREBY AFFIRM THAT:**

I am the (title) \_\_\_\_\_ and I am duly authorized to represent and bind (business) \_\_\_\_\_ (the "Business"), and that I possess the legal authority to make this Affidavit on behalf of myself and the Business for which I am acting.

**I FURTHER AFFIRM THAT:**

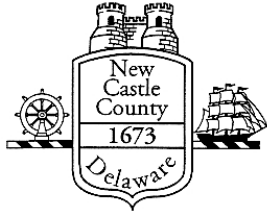
Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies has been excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and non-financial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for non-procurement suspension and debarment.

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, AFTER DILIGENT INQUIRY.**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name:

Title:



**NEW CASTLE COUNTY**  
**Purchasing Division**  
**87 Reads Way**  
**New Castle, DE 19720**

**(302) 395-5250**

---

**AUTOMATIC TRANSMISSION EXCHANGES & PARTS**

**Bid 11A-066**

(Authorized Representative and Affiant)