

July 27, 2009

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

FROM: HOLLYLYNN FORD, CPPB
STATE CONTRACT PROCUREMENT OFFICER
302-857-4559

SUBJECT: **AWARD NOTICE-Addendum #1-Effective November 16, 2009**
CONTRACT NO. GSS09498-Repair Svcs
Collision Repair

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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Each contractor's contract shall be valid for a one (1) year period from August 1, 2009 through July 31, 2010. Each contract may be renewed for three (3) additional one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS:

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<p align="center"><u>Vendor V01</u></p> <p>Winner Premier 520 S. Walnut St Wilmington, DE 19801 Contact: Ed Heinemann Phone: 302-571-5200 Fax: 302-652-7468 Email: edheinemann@winnerauto.com</p>	<p align="center"><u>Vendor V02</u></p> <p>Edward J Henry & Sons Inc 2300 West Fourth St Wilmington, DE 19805-3325 Contact: Cathy Henry May Phone: 302-658-4324 Fax: 302-658-6249 Email: cathy@ejhenry.com</p>	<p align="center"><u>Vendor V03</u></p> <p>Carman Auto Group 193 S Dupont Hwy New Castle, DE 19720 Contact: Guy Salvadori Phone: 302-323-2300 Fax: 302-323-1345 Email: guys@carmanautogroup.com</p>
<p align="center"><u>Vendor V04</u></p> <p>Ellmore Auto Collision 4921 Governor Printz Blvd. Wilmington, DE 19809 Contact: Kevin Ellmore Phone: 302-762-2301 Fax: 302-762-2302 Email: ellmoreauto@aol.com</p>	<p align="center"><u>Vendor V05</u></p> <p>Nucar Connection 174 N. DuPont Highway New Castle, DE 19720 Contact: Tom Walz Phone: 302-322-2438 Fax: 302-322-1755 Email: lkobus@nucar.com</p>	<p align="center"><u>Vendor V06</u></p> <p>Winner Ford Dover 591 South Dupont Hwy Dover, DE 19901 Contact: Ed Heinemann Phone: 302-734-0444 Fax: 302-734-3030 Email: edheinemann@winnerauto.com</p>
<p align="center"><u>Vendor V07</u></p> <p>Finishline Collision Inc. 9901 South Dupont Hwy Felton, DE 19943 Contact: Chris Legg Phone: 302-284-8177 Fax: 302-284-1500</p>	<p align="center"><u>Vendor V08</u></p> <p>Hertrich Collision Center 26907 Sussex Hwy Seaford, DE 19973 Contact: Brenda Lloyd Daniels Phone: 302-629-3995 Fax: 302-629-6028</p>	<p align="center"><u>Vendor V09</u></p> <p>Johnson's Auto Body 110 N. Rehoboth Blvd. Milford, DE 19963 Contact: Gary Johnson Phone: 302-422-8514 Fax: 302-422-2823</p>

Email: finishlineclegg@comcast.net	Email: bdaniels@hertrichs.com	Email: GPJ1952@aol.com
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Award Notice

Contract No.: GSS498-Repair Srvc

4. SHIPPING TERMS:

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F.O.B. destination.

5. DELIVERY AND PICKUP:

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Pick up all vehicles requiring work and deliver the repaired vehicles back to the point of pick up after all work is complete if required.

6. PRICING:

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Prices will remain firm for the term of the contract year.

New Castle County

Winner Premier			EJ Henry		Carman	
Service	Hourly Rate for autos & light trucks	Hourly Rate for heavy equipment & buses	Hourly Rate for autos & light trucks	Hourly Rate for heavy equipment & buses	Hourly Rate for autos & light trucks	Hourly Rate for heavy equipment & buses
Body Labor	\$39.20	No Bid	\$42.00	No Bid	\$42.00	\$65.00
Paint Labor	\$39.20	No Bid	\$42.00	No Bid	\$42.00	\$42.00
Paint Mtrls	\$22.00	No Bid	\$24.00	No Bid	\$22.00	\$45.00
Frame	\$39.20	No Bid	\$50.00	No Bid	\$45.00	\$45.00
Mechanical	\$41.16	No Bid	\$60.00	No Bid	\$65.00	\$65.00
Parts Discount	5%	No Bid	2%	No Bid	10%	12%

Ellmore			Nucar Connection	
Service	Hourly Rate for autos & light trucks	Hourly rate for heavy equipment & buses	Hourly Rate for autos & light trucks	Hourly Rate for heavy equipment & buses
Body Labor	\$44.00	\$65.00	\$40.00	\$52.00
Paint Labor	\$44.00	\$65.00	\$40.00	\$52.00
Paint Mtrls	\$24.00	\$24.00	\$22.00	\$22.00
Frame	\$48.00	\$65.00	\$46.00	\$58.00
Mechanical	\$65.00	\$80.00	\$68.00	\$89.00
Parts Discount	0%	0%	0%	0%

6. PRICING-Continued:

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Prices will remain firm for the term of the contract year.

Kent County

Winner Ford Dover			Finishline		Hertrich	
Service	Hourly Rate for autos & light trucks	Hourly rate for heavy equipment & buses	Hourly Rate for autos & light trucks	Hourly rate for heavy equipment & buses	Hourly Rate for autos & light trucks	Hourly rate for heavy equipment & buses
Body Labor	\$38.00	No Bid	\$40.00	\$60.00	\$42.00	\$75.00
Paint Labor	\$38.00	No Bid	\$40.00	\$60.00	\$42.00	\$75.00
Paint Materials	\$21.00	No Bid	\$22.00	\$32.00	\$24.00	\$24.50
Frame	\$38.00	No Bid	\$44.00	\$68.00	\$48.00	\$85.00
Mechanical	\$40.00	No Bid	\$50.00	\$77.00	\$65.00	\$80.00
Parts Discount	0%	No Bid	20%	20%	5% Domestic only	0%

Sussex County

Finishline			Hertrich		Johnson's	
Service	Hourly Rate for autos & light trucks	Hourly rate for heavy equipment & buses	Hourly Rate for autos & light trucks	Hourly rate for heavy equipment & buses	Hourly Rate for autos & light trucks	Hourly Rate for heavy equipment & buses
Body Labor	\$40.00	\$60.00	\$42.00	\$75.00	\$37.00	\$54.00
Paint Labor	\$40.00	\$60.00	\$42.00	\$75.00	\$37.00	\$54.00
Paint Materials	\$22.00	\$32.00	\$24.00	\$24.50	\$20.00	\$20.00
Frame	\$44.00	\$70.00	\$48.00	\$85.00	\$39.00	\$54.00
Mechanical	\$50.00	\$80.00	\$65.00	\$80.00	\$51.00	\$51.00
Parts Discount	20%	20%	5% Domestic only	0%	0%	0%

ADDITIONAL TERMS AND CONDITIONS

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7. BILLING:

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

8. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. REQUIREMENTS:

This award is issued to cover the Collision Repair Services requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

12. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

15. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

16. CONTRACTOR'S RESPONSIBILITIES:

The Contractor(s) shall:

- a. Perform all work on a time and materials basis in strict conformance with the appraisal furnished by the State's independent appraiser, no Work costs will exceed the appraisal without the prior approval of the State. Should any additional damages be discovered during the performance of any Work, the Contractor shall notify the State immediately and shall not perform any such additional Work without the prior approval of the State. (Generally, appraisals are only performed on those units where the estimated damages will exceed \$1,000.00)
- b. Be liable to the State, and bear all costs, for any and all damages, theft, vandalism acts of malicious mischief etc., acts of commission and/or omission by his employees for any and all State vehicles in the Contractor's possession. The time of possession includes the pickup and delivery.