



Government Support Services – Contracting
100 Enterprise Place
Suite # 4
Dover, DE 19904-8202

January 1, 2011

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

FROM: WILLIAM W. PICKRUM
DEPUTY DIRECTOR
302-857-4501

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS10004-TIRES
TIRES, TUBES & SERVICES

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OF
KEY CONTRACT INFORMATION

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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 from January 1, 2011 through February 29, 2012.

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3. VENDORS:

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Contract # GSS10004-TIRESV01

State of Utah Contract Number: MA 540
 FSF Vendor ID: 0000021638
 THE GOODYEAR TIRE AND RUBBER COMPANY
 Attn: Jeanne Oberdier, Government Sales
 1144 E. Market Street
 D/709
 Akron, OH 44316-0001
 Phone: (330) 796-4352
 Fax: (330) 796-3404
 Email: jeanne.oberdier@goodyear.com

NOTE: Purchase orders and Invoices should be sent directly to the local dealer of the agency's choice.

| Goodyear Authorized Dealers | Address | Telephone | Fax | County | FSF Vendor ID | Contact |
|---------------------------------|---|--------------|--------------|--------|---------------|-----------------------------|
| DIAMOND STATE TIRE INC | 3482 WRANGLE HILL RD BEAR, DE 19701 | 302-836-1919 | 302-836-0652 | NC | 0000026780 | ED LONG |
| GOODYEAR AUTO SERVICE CTR #0953 | TRI STATE SHOP CTR CLAYMONT, DE 19703 | 302-798-6896 | 610-485-2681 | NC | 0000021638 | STORE MANAGER |
| CARL KING TIRE | 4430 HAVEG RD MIDDLETOWN, DE 19709 | 302-378-3801 | 302-378-5414 | NC | 0000025154 | STORE MANAGER |
| JUST TIRES #8963 | 71 CHRISTINA AVE NEW CASTLE, DE 19720 | 302-322-8069 | | NC | 0000021638 | STORE MANAGER |
| ADMIRAL TIRE OF NEWARK | 1929 KIRKWOOD HWY NEWARK, DE 19711 | 302-737-2460 | 302-368-3983 | NC | 0000029829 | ROBERT WILSON- PRESIDENT |
| JUST TIRES | 3217 ROBERT KIRKWOOD WILMINGTON, DE 19808 | 302-998-0428 | | NC | 0000021638 | STORE MANAGER |
| CARL KING TIRE | 109 S MAIN ST CAMDEN, DE 19934 | 302-697-9506 | 302-697-9542 | KE | 0000025154 | DICK HAWES |
| ADMIRAL TIRE | 280 WEST COWGILL ST | 302-734-5912 | 302-734-7082 | KE | 0000029829 | ROBERT WILSON SR- |

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|------------------------------|---|--------------|--------------|----|------------|------------------|
| | DOVER, DE 19901 | | | | | PRESIDENT |
| CARL KING TIRE CO INC | 5 GERALD COURT DELMAR, DE 19940 | 302-846-2732 | 302-846-2597 | SU | 0000025154 | RICHARD HAWES-VP |
| CARL KING TIRE | 96 TULIP DR LEWES, DE 19958 | 302-644-4070 | 302-644-9240 | SU | 0000025154 | RICHARD HAWES-VP |
| OUT OF STATE VENDORS | | | | | | |
| WINGFOOT COMMERCIAL TIRE SYS | 1611 WICOMICO ST BALTIMORE, MD 21230 | 410-244-1679 | 410-244-1974 | | 0000021253 | CENTER MANAGER |
| WINGFOOT COMMERCIAL TIRE SYS | 210 KEYSTONE RD CHESTER, PA 19013 | 610-494-6955 | 610-494-6955 | | 0000021253 | CENTER MANAGER |
| WINGFOOT COMMERCIAL TIRE SYS | 10 A AND B RUNWAY RD LEVITTOWN, PA 19057 | 215-945-7790 | 215-945-0551 | | 0000021253 | CENTER MANAGER |

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Contract # GSS10004-TIRESV02

State of Utah Contract Number: MA 165

MICHELIN NORTH AMERICA, INC.

Attn: Kaye Pittman, Government Sales

P.O. Box 19001

Greenville, SC 29602-9001

Phone: (864) 458-6030

Fax: (864) 458-5119

Email: kaye.pittman@us.michelin.com

- [BF Goodrich Warranty](#)
- [Uniroyal Warranty](#)
- [Michelin Warranty](#)

NOTE: Purchase orders and Invoices should be sent directly to the local dealer of the agency's choice.

| Michelin Authorized Dealer/Distributor | Address | Telephone | Fax | County | FSF Vendor ID | Contact |
|--|--|--------------|--------------|--------|---------------|---------------|
| Delaware Tire Center, Inc. | 616 South College Avenue Newark, DE 19713 | 302-368-2531 | 302-454-1605 | NC | 0000024740 | Store Manager |
| El's Tire Service, Inc. | 2724 Pulaski Hwy Newark, DE 19702 | 302-834-1997 | 302-834-8749 | NC | 0000025637 | Van Blarcom |
| Tire Sales & Service, Inc. | 600 First State Blvd. Newport, DE 19804 | 302-994-2900 | 302-994-5639 | NC | 0000024819 | John Morrone |
| Service Tire Truck Center | 220 Marsh Ln New Castle DE 19720 | 302-428-8473 | 302-428-0176 | NC | 0000017788 | Ron Bennett |
| Diamond State Tire | 3482 Wrangle Hill Road Bear, DE 19701 | 302-836-1919 | 302-836-0652 | NC | 0000026780 | Ed Long |
| Delaware Tire Center Inc. | 616 College Ave. Newark, DE 19703-1314 | 302-368-2531 | 302-454-1605 | NC | 0000024740 | Store Manager |
| Admiral Tire | 1929 Kirkwood Hwy Newark, DE 19711 | 302-737-2460 | 302-368-3983 | NC | 0000029829 | Robert Wilson |
| Admiral Tire | 280 Cowgill Street Dover, DE 19901 | 302-734-5911 | 302-734-7082 | KE | 0000029829 | Robert Wilson |
| Delaware Tire Center Inc. | 207 S. Governors Avenue #9 | 302-674-0234 | 302-674-5119 | KE | 0000024740 | Store Manager |

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| | Dover, DE 19904-6703 | | | | | |
| Hitchens Tire Service, Inc. | 1046 N.E. Front Street Milford, DE 19963 | 302-424-4724 | 302-424-4726 | SU | 0000027427 | Jason Hitchens |
| Service Tire Truck Center | 24873 Sussex Hwy Seaford, DE 19973 | 302-629-5533 | 302-629-5691 | SU | 0000017788 | Ron Bennett |
| Service Tire Truck Center | 871 East Masten Circle Milford, DE 19963 | 302-422-1585 | 302-422-1595 | SU | 0000017788 | Ron Bennett |
| Carl King Tire Co., Inc | 109 S. Main Street Camden, DE 19934 | 302-697-9506 | 302-697-9542 | SU | 0000025154 | Dick Hawes |
| Kings Tire & Lube | 955 Bay Road Milford, DE 19963 | 302-422-1585 | 302-422-1595 | SU | 0000027758 | David King |

4. SHIPPING TERMS:

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Price shall include all customs duties and charges and be net, F.O.B. destination any point within the State of Delaware.

5. DELIVERY AND PICKUP:

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Varies by vendor

6. PRICING:

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

Goodyear Price List:

http://www.aboutwsca.org/documents/WSCA_Goodyear_Net_Prices_List_Effective_312010.pdf

http://www.naspo.org/documents/Goodyear_WSCA_M211_2009_Service_Prices.pdf

Michelin Price List:

http://www.aboutwsca.org/documents/MA_165Michelin_Add9_3152010_New_Price_list_Lower_Price_New_Tires.xls

http://www.aboutwsca.org/documents/Michelin_Add_9_Price_Decrease_Add_Tires_Apr_2010.pdf

<http://www.aboutwsca.org/documents/MichelinComServPriceList.pdf>

Tire Discount and Service Pricing Comparisons:

http://www.naspo.org/documents/Copy_of_Tire_Discount_and_Service_Pricing_Comparisons_Effective_Mar_09_2.xls

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.

The Vendor contract award number **MUST** be shown on all Purchase Orders issued against contract.

11. **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.

12. **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.

13. **FORCE MAJEURE:**

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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.

14. 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.