



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

June 30, 2010

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

FROM: PETER KOROLYK
STATE CONTRACT PROCUREMENT OFFICER
302-857-4559

SUBJECT: **AWARD NOTICE – ADDENDUM #1 – Effective July 23, 2010**
CONTRACT NO. GSS10526-MAINT/REPAIR
FLEET MAINTENANCE AND 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 July 1, 2010 through June 30, 2011. Each contract may be renewed for two (2) 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>Admiral Tire and Auto of Newark 1929 Kirkwood Hwy Newark, DE 19711 Contact: Jason Kuch Telephone: 302-737-2460 Fax: 302-368-3983 Email: info@admiraltire.com Zones Awarded: A, B</p>	<p>Porter Automotive Group 414 E. Cleveland Ave Newark, DE 19711 Contact: Jim Murphy Telephone: 302-453-6800 Fax: 302-453-6825 Email: jmurphy@porterauto.com Zones Awarded: A</p>	<p>Hertrich’s Capitol 1127 S. DuPont Hwy. Dover, DE 19901 Contact: Bruce Robinson Telephone: 302-734-7505 Fax: 302-734-2099 Email: brobinson@hertrichs.com Zones Awarded: A, B, C</p>
<p>Admiral Tire and Auto of Dover 280 W. Cowgill St Dover, DE 19901 Contact: Dominick Gollie Telephone: 302-734-5911 Fax: 302-734-7082 Email: admiraltiredover@yahoo.com Zones Awarded: B, C</p>	<p>Hertrich Ford Lincoln Mercury (Hertrich’s of Milford Ltd) 1427 Bay Rd Milford, DE 19963 Contact: Mike Bullis Telephone: 302-422-5452 Fax: 302-839-0556 Email: mbullis@hertrichs.com Zones Awarded: D, E, G</p>	<p>William T. Wadkins Garage, Inc. 402 N.E. Front St Milford, DE 19963 Contact: William T. Wadkins, Jr. Telephone: 302-422-0265 Fax: 302-422-7075 Email: gaillynb@earthlink.net Zones Awarded: D</p>

3. VENDORS (cont'd)

<p>Jeff White's Auto 514 West Market St Georgetown, DE 19947 (main) Contact: Jeff White Telephone: 302-856-3333 Fax: 302-856-9119 Email: jeffw3333@aol.com Zones Awarded: D, E, F, G</p>	<p>i.g. Burton and Company, Inc. (Milford) 793 Bay Road Milford, DE 19963 Contact: Eli Schrock Telephone: 302-422-3041 Fax: 302-422-1669 Email: eschrock@igburton.com Zones Awarded: D, G</p>	<p>Route 9 Auto Center (RDL LLC) 23422 Park Ave Georgetown, DE 19947 Contact: Robert Lawson Telephone: 302-856-3941 Fax: 302-856-1415 Email: route9autocenter@comcast.net Zones Awarded: D, E, F, G</p>
<p>Frederick Ford Mercury, Inc. 26905 Sussex Hwy. Seaford, DE 19973 Contact: TBD Telephone: 302-629-4553 Fax: 302-629-8428 Email: bdaniels@hertrichs.com Zones Awarded: E, F</p>	<p>i.g. Burton and Company, Inc. (Seaford) 24799 Sussex Highway Seaford, DE 19973 Contact: Lester Guyer Telephone: 302-629-5514 Fax: 302-536-6213 Email: lguyer@igburton.com Zones Awarded: E, F</p>	<p>Lewes Auto Mall LLC 17861 Coastal Hwy Lewes, DE 19958 Contact: Al Petticrew Telephone: 302-645-6221 Fax: 302-645-1920 Email: al@lewesautomall.com Zones Awarded: G</p>

4. SHIPPING TERMS:

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F.O.B. destination.

5. DELIVERY AND PICKUP:

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See information for each vendor listed in the pricing spreadsheet.

6. PRICING:

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

Each of the awarded contract vendors have their prices displayed on the contract pricing spreadsheet and listed under the zone(s) they have been awarded.

The pricing spreadsheet can be viewed by accessing the following hyperlink:

<http://www.gss.omb.delaware.gov/contracting/contracts/526.shtml>

Descriptions of the General Safety Inspection and Preventive Maintenance items are detailed in the Award Notice, beginning with Item # 17 of the Additional Terms and Conditions.

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.

a. Fleet Services Billing

Fleet Services has instituted a department specific billing procedure that all offeror's are required to accept. Specifically, invoices for services and supplies provided to Fleet Services are to be sent directly to the Financial Operations unit in the Office of Management and Budget. Fleet Services staff will no longer pay by credit card, or collect and list invoices for payment. Vendors will continue to provide a work order or copy of the invoice with the cost that will be charged on the subsequent invoice sent to Financial Operations. Hard copy invoices must be mailed to:

OMB – Financial Operations
Attn: Brook Hughes
122 William Penn Street
Suite 101
Dover, DE 19901
Phone # 302-672-5201

Or, electronic invoices may be sent as email attachments to the following address:

OMB_FinOper@state.de.us

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 contract will be issued to cover the Fleet Maintenance & Repair 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. MOST-FAVORED CUSTOMER:

The contractor shall not offer to others prices lower than those provided in the contract, or if lower prices are offered they must also apply to the subject contract.

17. GENERAL SAFETY INSPECTION REQUIREMENT

The State has required a general safety inspection whenever a vehicle has preventative maintenance service completed. To ensure that these inspections are completed in a uniform manner, the State has established some general guidelines on inspection performance and a list of specific areas that need to be reviewed.

The general guidelines are as follows:

- Each item is to be checked off on a check sheet, which is approved by the Office of Fleet Management, and indicated if OK, replaced, serviced, and cleaned.
- Some items call for a measurement, such as tire pressure. Measurements, if within acceptable range, should be clearly identified on the paperwork returned with the vehicle.
- Items found defective shall be replaced or repaired upon approval of Fleet Management, or other requesting agency.

General Safety Inspection List. The general safety inspection list includes the following items:

- a) Brakes: Visually inspect brakes to determine condition, unless otherwise specified at the time of service, check brake and emergency brake operation, report results on work order.
- b) Tires: Check pressure and adjust to Manufacturer's Standards.
- c) Fluids: Check and fill to the recommended level for the Transmission, Differential, Brake, and Power Steering fluids, and Engine Coolant.
- d) Chassis: Visually inspect and lubricate as necessary.
- e) Electrical System: Check starting battery condition, and visually inspect battery and terminal conditions, and clean terminals of excess corrosion, when necessary.
- f) Filters, Belts, Hoses, Exhaust System: Inspect and recommend service.
- g) Exterior: Check door handles & locks, window operations, door, trunk & hood hinges, wiper operation/condition, fuel fill cap, lamps and light bulbs, and overall condition.
- h) Interior: Seat belt operation, seat adjustments, mirrors, visors, heater defroster, air conditioning, light bulbs and fuses, and gauge performance.
- i) Check the following components for wear: Steering system, suspension, shocks, & CV joint boots.

18. PREVENTATIVE MAINTENANCE SERVICES

Preventative maintenance prices quoted include all parts, materials, disposal fees, and labor charges to perform all items listed in the individual service descriptions. The Preventative Maintenance (PM) Schedules are as follows:

- PM A – Synthetic Blend Oil Change
 - Remove oil and replace with synthetic blend oil
 - Replace oil filter
 - Perform General Safety Inspection

- PM B – Synthetic Blend Oil Change and Tire Rotation
 - Remove oil and replace with synthetic blend oil
 - Replace oil filter
 - Tire rotation of four (4) tires
 - Perform General Safety Inspection

- PM C – Synthetic Blend Oil Change and Tire Rotation
 - Remove oil and replace with synthetic blend oil
 - Replace oil filter
 - Tire rotation of four (4) tires
 - Brake inspection of four (4) wheels – The brake lining measurement must be specified on the service ticket.
 - Perform General Safety Inspection

- PM D – Synthetic Blend Oil Change and Tire Rotation
 - Remove oil and replace with synthetic blend oil
 - Replace oil filter
 - Tire rotation of four (4) tires
 - Replace air filter
 - Perform General Safety Inspection

- PM E – Synthetic Blend Oil Change and Tire Rotation
 - Remove oil and replace with synthetic blend oil
 - Replace oil filter
 - Service the transmission, replacing filter and fluid
 - Tire rotation of four (4) tires or recommend replacement
 - Inspect hoses, pressure test system, flush cooling system and replace with new coolant
 - Replace spark plugs and spark plug ignition wires
 - Perform General Safety Inspection

19. EXCLUDED REPAIRS, PARTS AND SERVICES:

The State of Delaware maintains independent contracts for the procurement of all towing, tires, batteries, transmission repair, window glass and collision repair. These items will *not* be normally requested under the terms and conditions of this contract.