

### STATE OF DELAWARE **EXECUTIVE DEPARTMENT** OFFICE OF MANAGEMENT AND BUDGET

# February 28, 2011

FROM:	PETER KOROLYK STATE CONTRACT PROCUREMENT OFFICER 302-857-4559
TO:	ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES VOLUNTEER FIRE COMPANIES AND POLITICAL SUBDIVISIONS

SUBJECT: AWARD NOTICE

CONTRACT NO. GSS11007-AUTO\_PARTS

**AUTO PARTS AND BATTERIES** 

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Award Notice Contract No. GSS11007-AUTO\_PARTS

### **KEY CONTRACT INFORMATION**

### 1. MANDATORY USE CONTRACT:

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**REF: Title 29, Chapter 6911(d)** <u>Delaware Code</u>. 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 March 1, 2011 through February 29, 2012. Each contract may be renewed for three (3) additional one (1) year period 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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For location specific contacts, please see Store List below the vendor summary.

# **AUTO PART VENDORS**

Fisher Auto Parts, Inc. t/a Manlove Auto Parts Quaker City Motor Parts Co. dba NAPA Auto

Parts

601 N. Rehoboth Blvd 680 N. Broad St

Milford, DE 19963 Middletown, DE 19709

POC: Wanda Fisher POC: Andrew Bunch Phone: 302-422-4571 Phone: 302-378-9834 Fax: 302-422-7552 Fax: 302-378-0726

FSF: GSS11007-AUTO\_PARTSV01 FSF: GSS11007-AUTO\_PARTSV02

### 3. VENDORS (continued):

## **AUTO PART VENDORS**

Uni-Select USA, Inc. dba The Kunkel Service

Company

120 S. Governors Ave Dover, DE 19904 POC: Don Lukens Phone: 302-678-8400

Fax: 302-678-3963

Email: s564dover@uniselect.com

FSF: GSS11007-AUTO\_PARTSV03

FleetPride, Inc.

PO Box 3400, S. Hanover St

Baltimore, MD 21225

POC: Curt H. Ackerman Phone: 410-355-8686 Fax: 410-355-2011

Email: curt.ackerman@fleetpride.com

FSF: GSS11007-AUTO\_PARTSV05

Sheridan Ford (Future Ford Sales, Inc.)

4001 Kirkwood Highway Wilmington, DE 19808 POC: Tom Parsons

Phone: 302-999-0261 x804

Fax: 302-999-0575

Email: tparsons@sheridanautogroup.com

FSF: GSS11007-AUTO PARTSV04

SP Auto Parts, Inc.

7514 Federalsburg Rd

Bridgeville, DE 19933

POC: Paul MacHenry Jr. Phone: 302-337-8581 Fax: 302-337-8926

Email: <a href="mailto:skipm@machenry.com">skipm@machenry.com</a>

FSF: GSS11007-AUTO\_PARTSV06

# **BATTERY VENDORS**

TriState Battery

107H Albe Drive

Newark, DE 19702

Pasco of Millsboro
28404 DuPont Blvd
Millsboro, DE 19966

POC: Gary Sutch II POC: David F. Brown Phone: 302-292-2330 Phone: 302-934-8315 Fax: 302-292-2313 Fax: 302-934-0472

FSF: GSS11007-AUTO\_PARTSV07 FSF: GSS11007-AUTO\_PARTSV08

# **AUTO PARTS**

# New Castle County

NAPA	319 Ridge Rd.	Claymont	(302) 793-2001	
NAPA	7181 Lancaster Pike	Hockessin	(302) 239-2301	
NAPA	678 N. Broad St.	Middletown	(302) 378-9583	
NAPA	236 E. Cleveland Ave.	Newark	(302) 738-7566	
Manlove	1600 E Newport Pike	Newport	302-998-3111	Don Young
Kunkel	3315 Old Capitol Trail	Wilmington	302-998-4090	
NAPA	1601 North East Blvd.	Wilmington	(302) 655-9693	
NAPA	1026 Centerville Road	Wilmington	(302) 999-0225 302-999-0261	
Sheridan	4001 Kirkwood Highway	Wilmington	x804	Tom Parsons
FleetPride	5 Medori Blvd	Wilmington	302-658-5107	
Kunkel	24 Flint Drive	North East, MD	800-840-9004	
FleetPride	800 E. Pulaski Hwy.	Elkton, MD	410-398-1515	

# Kent County

FleetPride	163 Vepco Court	Camden	302-698-1710	
	•			Church
Manlove	630 S. New Street	Dover	302-678-2870	Glisson
NAPA	300 West Loockerman St.	Dover	(302) 674-0211	
Kunkel	120 S. Governors Ave	Dover	302-678-8400	Don Lukens
NAPA	17468 South Dupont Hwy.	Harrington	(302) 398-3422	
Manlove	601 N. Rehoboth Blvd.	Milford	302-422-9611	Randy Layton
NAPA	31 Milford-Harrington Roads	Milford	(302) 422-8006	
Manlove	5736 N. Dupont Highway	Smyrna	302-653-9241	Bob Gouge
NAPA	5 East Glenwood Ave.	Smyrna	(302) 653-9234	

# **AUTO PARTS**

# Sussex County

SP Auto				
Parts	7514 Federalsburg Rd	Bridgeville	302-337-8581	Bob Greybill
Manlove	117 E. Market Street	Georgetown	302-856-2507	Lyn Nelson
NAPA	211 West Market St.	Georgetown	(302) 856-9591	
Manlove	643 4th Street	Laurel	302-875-7721	Paul Sipple
NAPA	484 N. Central Ave.	Laurel	(302) 875-5951	
				Shawn
Manlove	1115 Highway 1	Lewes	302-645-6842	Holloway
NAPA	18421 Coastal Hwy.	Lewes	(302) 645-2816	
Manlove	200 Delaware Avenue	Millsboro	302-934-6464	Ed Hastings
NAPA	422 Union St.	Millsboro	(302) 934-8088	
NAPA	221 Ellendale Rd.	Milton	(302) 684-3077	
Manlove	424 Front Street	Seaford	302-629-9185	<b>Bob Norwood</b>
NAPA	508-510 E. King St.	Seaford	(302) 629-3557	
Manlove	38187 Dupont Highway	Selbyville	302-436-8665	Will Jensen
NAPA	12 N. Main St.	Selbyville	(302) 436-5114	
NAPA	8660 Ocean Hwy.	Delmar, MD	(410) 896-3400	

# **BATTERIES**

TriState

Battery	107H Albe Drive	Newark	800-852-9700	Gary Sutch
Pasco	28404 DuPont Blvd	Millsboro	302-934-8315	Dave Brown

# 4. SHIPPING TERMS:

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

## 5. **DELIVERY AND PICKUP**:

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Varies by vendor.

### 6. PRICING:

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To access the pricing matrix, please use the following link:

http://www.gss.omb.delaware.gov/contracting/contracts/007.shtml

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

#### ADDITIONAL TERMS AND CONDITIONS

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### 7. BILLING:

The successful vendor is required to <u>"Bill as Shipped" to the respective ordering agency(s)</u>. 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 contract will be issued to cover the Auto Parts and Batteries 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 RESPONSIBLIITIES:

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.