



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

February 28, 2011

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

FROM: DANIELLE RIDGWAY
STATE CONTRACT PROCUREMENT OFFICER
302-857-4556

SUBJECT: **AWARD NOTICE – Addendum # 7 – Effective March 5, 2014**
CONTRACT NO. GSS11007-AUTO_PARTS
AUTO PARTS AND BATTERIES

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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, 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.

Addendum # 6 extends the contract for one (1) additional year under the same pricing, terms and conditions. The new contract expiration date is February 28, 2015.

3. VENDORS:

Addendum # 5 updates vendor information and pricing spreadsheet.

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For location specific contacts and each location’s FSF Vendor number, please see the Store List below the vendor summary.

AUTO PART VENDORS

Fisher Auto Parts, Inc. t/a Manlove Auto Parts 601 N. Rehoboth Blvd Milford, DE 19963 POC: Wanda Shorter Phone: 302-422-4571 Fax: 302-422-7552 Email: wandas@fisherautoparts.com	Quaker City Motor Parts Co. dba NAPA Auto Parts 680 N. Broad St Middletown, DE 19709 POC: Andrew Bunch Phone: 302-378-9834 Fax: 302-378-0726 Email: abunch@qcmp.com
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3. VENDORS (continued):

AUTO PART VENDORS

<p>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</p>	<p>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</p>
<p>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</p>	<p>SP Auto Parts, Inc. 7514 Federalsburg Rd Bridgeville, DE 19933 POC: Paul MacHenry Jr. Phone: 302-337-8581 Fax: 302-337-8926 Email: skipm@machenry.com</p>

BATTERY VENDORS

<p>TriState Battery 107H Albe Drive Newark, DE 19702 POC: Gary Sutch II Phone: 302-292-2330 Fax: 302-292-2313 Email: gsutch@tristatebattery.com</p>	<p>Pasco of Millsboro 28404 DuPont Blvd Millsboro, DE 19966 POC: Dustin Kenney Phone: 443-278-6378 Fax: 410-543-1539 Email: dustin@pascoelectric.com</p>
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AUTO PARTS – STORE LIST

New Castle County

					FSF Vendor #
NAPA	319 Ridge Rd.	Claymont	302-793-2001	--	0000023657
NAPA	7181 Lancaster Pike	Hockessin	302-239-2301	--	0000023657
NAPA	678 N. Broad St.	Middletown	302-378-9583	--	0000025107
NAPA	236 E. Cleveland Ave.	Newark	302-738-7566	--	0000025107
Manlove	1600 E Newport Pike	Newport	302-998-3111	Don Young	0000031441
Kunkel	3315 Old Capitol Trail	Wilmington	302-998-4090	--	0000032774
NAPA	1601 North East Blvd.	Wilmington	302-655-9693	--	0000023657
NAPA	1026 Centerville Road	Wilmington	302-999-0225	--	0000023657
Sheridan	4001 Kirkwood Highway	Wilmington	302-999-0261 x804	Tom Parsons	0000024791
FleetPride	5 Medori Blvd	Wilmington	302-658-5107	--	0000067863
Kunkel	24 Flint Drive	North East, MD	800-840-9004	--	0000032774
FleetPride	800 E. Pulaski Hwy.	Elkton, MD	410-398-1515	--	0000067863
NAPA	131 Railroad Ave	Elkton, MD	410-398-4664		0000025107

AUTO PARTS – STORE LIST

Kent County

					FSF Vendor #
FleetPride	163 Vepco Court	Camden	302-698-1710	--	0000067863
Manlove	630 S. New Street	Dover	302-678-2870	Church Glisson	0000031441
NAPA	300 West Loockerman St.	Dover	302-674-0211	--	0000025366
Kunkel	120 S. Governors Ave	Dover	302-678-8400	Don Lukens	0000032774
NAPA	17468 South Dupont Hwy.	Harrington	302-398-3422	--	0000029431
Manlove	601 N. Rehoboth Blvd.	Milford	302-422-9611	Randy Layton	0000031441
NAPA	31 Milford-Harrington Roads	Milford	302-422-8006	--	0000024302
Manlove	5736 N. Dupont Highway	Smyrna	302-653-9241	Bob Gouge	0000031441
NAPA	5 East Glenwood Ave.	Smyrna	302-653-9234	--	0000025366

AUTO PARTS – STORE LIST

Sussex County

					FSF Vendor #
SP Auto Parts	7514 Federalsburg Rd	Bridgeville	302-337-8581	Bob Greybill	0000082396
Manlove	117 E. Market Street	Georgetown	302-856-2507	Lyn Nelson	0000031441
NAPA	211 West Market St.	Georgetown	302-856-9591	--	0000020011
Manlove	643 4th Street	Laurel	302-875-7721	Paul Sipple	0000031441
NAPA	484 N. Central Ave.	Laurel	302-875-5951	--	0000020011
Manlove	1115 Highway 1	Lewes	302-645-6842	Shawn Holloway	0000031441
NAPA	18421 Coastal Hwy.	Lewes	302-645-2816	--	0000020011
Manlove	200 Delaware Avenue	Millsboro	302-934-6464	Ed Hastings	0000031441
NAPA	422 Union St.	Millsboro	302-934-8088	--	0000020011
NAPA	221 Ellendale Rd.	Milton	302-684-3077	--	0000020011
Manlove	424 Front Street	Seaford	302-629-9185	Bob Norwood	0000031441
NAPA	508-510 E. King St.	Seaford	302-629-3557	--	0000025107
Manlove	38187 Dupont Highway	Selbyville	302-436-8665	Will Jensen	0000031441
NAPA	12 N. Main St.	Selbyville	302-436-5114	--	0000025107
NAPA	8660 Ocean Hwy.	Delmar, MD	410-896-3400	--	0000020011

BATTERIES – STORE LIST

					FSF Vendor #
TriState Battery	107H Albe Drive	Newark	800-852-9700	Gary Sutch	0000026765
Pasco	28404 DuPont Blvd	Millsboro	302-934-8315	Chris Swinehart	0000082525
Pasco	560 N. DuPont Hwy	Dover	302-526-2355	Nick Schrader	0000082525

Each battery vendor has delivery vehicles and can provide product throughout the state.

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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The pricing spreadsheet can be accessed at the following link:

http://contracts.delaware.gov/contracts_detail.asp?i=304

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 **"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 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 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.

- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.