



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

July 19, 2012

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

FROM: MARIA FRY
STATE CONTRACT PROCUREMENT OFFICER
302-857-4583

SUBJECT: **AWARD NOTICE – Addendum #10 – Effective August 1, 2016**
CONTRACT NO. GSS12498-REPAIR_SVCS
COLLISION REPAIR 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, 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, 2012 through July 31, 2013. Each contract may be renewed for four (4) 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.

Addendum # 3 extends the contract for one (1) additional year through July 31, 2014.
Addendum # 5 extends the contract for one (1) additional year through July 31, 2015.
Addendum # 6 extends the contract for one (1) additional year through July 31, 2016.
Addendum #10 extends the contract for one (1) additional year through July 31, 2017.

3. VENDORS

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Addendum # 2 updates vendor information
Addendum # 3 also updates vendor information.
Addendum # 4 removes vendor Start to Finish Collision and Auto Center LLC due to shop closing.
Addendum # 5 removes Auto Collision Service and Jeff White Auto Body due to shop closing.
Addendum # 6 updates vendor contact information.
Addendum #7 adds an additional location for Winner Premier.
Addendum #8 Suspends contract services to Henry Brothers Auto Body.
Addendum #9 updates vendor information for ABRA, formerly Henry Brothers and Chevrolet of Dover, formerly Townsend Brothers.

ABRA Newport Pike, Formerly Henry Brothers DBA, ABRA Auto Body & Glass 2013 W Newport Pike Wilmington, DE 19804 Daniel Benson Phone: 302-994-4438 888-872-2272 Fax: 302-998-0989 newportpike@abraauto.com FSF #: 0000292356 Awarded: New Castle	B&G Auto Body Inc. 863 Old Baltimore Pike Newark, DE 19702 David Betts Jr. Phone 302-454-7500 Fax 302-454-7584 bgglass@comcast.net FSF # 0000135973 Awarded: New Castle County
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<p>Carman Ford Collision 193 S. DuPont Hwy New Castle, DE 19720 Guy F. Salvadori Phone 302-323-2310 Fax 302-323-1345 guys@carmanautogroup.com FSF # 0000025800 Awarded: New Castle County</p>	<p>First State Motors Inc. 22694 DuPont Blvd Georgetown, DE 19947 Richard Paugh Phone 302-856-2521 Fax 302-856-7640 rpaugh@1ststatechevy.com FSF # 0000024226 Awarded: Sussex County</p>
<p>Fred Drake Automotive 4195 DuPont Hwy Townsend, DE 19734 R. Fred Drake Jr. Phone 302-378-4877 Fax 302-378-8679 freddrakeauto@gmail.com FSF # 0000027587 Awarded: New Castle County</p>	<p>Hertrich Collision Center of Milford, Inc. 1449 Bay Road Milford, DE 19963 Caitlyn Coldiron Phone 302-839-0550 Fax 302-839-0575 ccoldiron@hertrichs.com FSF # 0000135980 Awarded: Kent County</p>
<p>Hertrich's Collision Center 26907 Sussex Hwy Seaford, DE 19973 Rhonda Rifenburg Phone 302-629-3955 Fax 302-629-6028 Email rrifenburg@hertrichs.com FSF # 0000025369 Awarded: Sussex County</p>	<p>DMS South LLC DBA Chevrolet of Dover 1450 South Dupont Hwy Dover, DE 19901 Matthew Kersey Phone: 302-674-0100 Fax: 302-674-8201 FSF #: 0000288009 Awarded: Kent County</p>
<p>Winner Ford of Dover 591 S. DuPont Hwy Dover, DE 19901 Ed Heinemann Phone 302-735-8484 Fax 302-735-8483 edheinemann@winnerauto.com FSF # 0000025747 Awarded: Kent County</p>	<p>Winner Premier 520 S. Walnut Street Wilmington, DE 19801 Ed Heinemann Phone 302-571-5200 Fax 302-652-7468 edheinemann@winnerauto.com FSF # 0000137906 Awarded: New Castle County</p>

Winner Premier
1801 Ogletown Road
Newark, DE 19711
Thomas Walz
Phone 302-450-8442
Fax 302-292-8288
twalz@winnerauto.com
FSF # 0000137906
Awarded: New Castle County

4. SHIPPING TERMS

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

5. DELIVERY AND PICKUP

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When a vendor has been selected for a specific repair job, the contractor shall pick up the vehicle from the ordering agency's facility and transport it to the contractor's facility at NO ADDITIONAL COST OR CHARGES TO THE STATE. (Please note: Vendors may identify the cost of transportation to pick up non-drivable vehicle to a service facility. Delivery, after repairs are completed, shall be without cost).

Once repairs have been successfully completed, the vehicle shall be delivered by the contractor back to the ordering agency's location during regular state working hours of 8 AM to 4:30 PM. Alternate requests to pick up or deliver a vehicle during non-regular working hours will only be deemed acceptable with prior approval of the authorizing agency.

NOTE: No cost pick-up and delivery shall refer to transportation within the county that the vendor is located. Should a vendor be located in reasonable proximity of a county line, the bidding vendor shall be expected to offer free pick-up and delivery for the first 20 miles from the requesting agency to the vendor's location.

Should an agency elect to utilize a vendor in an alternate county, the agency must anticipate a possible transportation cost, and additional time for pick-up and delivery. Any additional costs or time shall be negotiated and acknowledged in writing prior to scheduling a vehicle for service, or the establishment of an active collision repair work order being established.

6. PRICING

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

To review pricing, please refer to the Pricing Spreadsheet which can be retrieved from the Collision Repair Services main contract page.

Information provided includes pricing, equipment, personnel and work processes. Agencies are encouraged to review these details to make sure they are choosing the most appropriate vendor for their individual job.

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. PURCHASE ORDERS

Agencies are required to identify the contract number GSS12498-REPAIR_SVCS on all Purchase Orders (P.O) and shall complete the same when entering P.O. information in the State's Financial Reporting System.

12. REQUIREMENTS

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

The Contractor will provide and perform all collision repair services in a "first class," professional, technically proficient and timely manner. The work will include, but not necessarily be limited to:

- a) Removing dents,
- b) Fixing collision damage repair,
- c) Body part(s) replacement,

- d) Painting – including matching color and paint finishes to show no bubbles, ripples, blisters or other cosmetic blemishes,
- e) All broken glass and/or non-repairable parts shall be removed and replaced,
- f) All hazardous chemicals or components (i.e. batteries) must be disposed of in a legal and environmentally responsible manner. (The vendor shall be responsible for any completion and/or retention of necessary paperwork).

13. 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.

14. 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.

15. 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.

16. 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>.

17. VENDOR ESTIMATES

All collision repair estimates must be written and provided through fax, email or in person at no charge to the ordering agency. All estimates must list the contractor's current auto body repair license number.

Vendors may be asked to provide collision repair estimates by one of the following manners:

- a) At vendor's business location, or
- b) At requesting agency location.

Vendors shall provide the requesting agency with a free, no charge to complete, estimate within 24 hours of request.

18. APPRAISALS

The vendor shall perform all work on a time and materials basis in strict conformance with the appraisal furnished by the state's independent appraiser, no repair costs will exceed the appraisal without the prior approval of the State. Should any additional damages be discovered during the performance of any repair services, the vendor shall notify the State immediately and shall not perform any such additional repair 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).

19. TIME TO REPAIR

Once a vendor completes the estimate, and the vehicle is at the service facility, the vendor shall provide a timetable to complete the necessary repairs and deliver the vehicle back to the originating agency.

Vendors shall use the following to estimate time to complete the necessary repair once at vendor location:

- Every estimated six (6) hours labor = one (1) day in service
- Two (2) days to order and receive parts
- One (1) day to delivery back to agency

Vendors are responsible for communicating repair schedule with the Insurance Coverage Office and/or requesting agency as appropriate. Delays to the estimated schedule established on the approval of the estimate shall be communicated twice (2x) a week.

20. VEHICLE INSPECTION

Once a collision repair has been completed, the contractor will deliver the vehicle back to the requesting agency's location. An agency representative shall have the right to inspect the repair and ensure that visually, the completed repair is within acceptable standards.

Acceptable standards include, but are not limited to, proper operation of all parts, no visible blemishes, including bubbles, drips, etc., and reasonable alignment of body panels. If a defect is determined, the agency reserves the right to reject the repair, and provide the vendor with additional time to remedy noted defects, at no cost to the State.

If an agency representative accepts a repaired vehicle, the representative should sign for receipt of the vehicle and retain a copy of work order or invoice. **PLEASE NOTE:** Acceptance of a vehicle does not waive a vendor's responsibility from future claim for repairs that were improperly completed or 'hidden' at the time of delivery.

20. REPAIR GUARANTEE

Repairs completed by a contracted vendor shall be warranted for a minimum of sixty days for mechanical and/or body alignment. If said repair is deemed not properly completed, the contracted vendor shall be notified, and make every reasonable effort to repair noted defects at no additional cost to the State.

Paint and clear coat finishes shall be warranted for not less than two (2) years. Finishes shall not bubble, peel, crack, or otherwise, show cosmetic blemishes during this time. If a defect is discovered, the vendor shall be provided with an opportunity to correct noted defects at no additional cost to the State.

Any warranty for repairs requested by state agency or other authorized agency shall extend until the end of the applicable warranty period expires, even if the contract term expires during the interim. Vendors **WILL NOT** be held accountable for outside events that affect the quality of repairs previously completed. Outside events include, but are not limited to, accidents, collision, hail, etc.