STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

December 1, 2016

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

FROM: Walt Gorman
STATE CONTRACT PROCUREMENT OFFICER
302-857-4556

SUBJECT: **AWARD NOTICE – Addendum #2 (Effective December 1, 2018)**
CONTRACT NO. GSS16526-MAINT_REPAIR
FLEET MAINTENANCE AND REPAIR

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OF
KEY CONTRACT INFORMATION

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

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 two (2) year period from December 1, 2016 through November 30, 2018. Each contract may be renewed for three (3) additional one (1) year extension 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.

This contract has been extended through November 30, 2019 under the same terms, conditions and pricing.

3. ADDENDUM HISTORY

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Award Notice

- Addendum #1 updates Elite Fleet Services LLC; doing business as Patriot Auto & Truck Care LLC effective October 12, 2017. Addendum also corrects the available Pep Boy locations and places vendors in Alpha order for easier review.
- Addendum #2 extends the contract an additional year under the same terms, conditions and pricing. The contract is now effective through November 30, 2019. Vendor contact information moved to the Pricing Spreadsheet.

Pricing Spreadsheet

- Addendum #1 updated First Choice Auto and Truck Repair
- Addendum #2 changed Elite Fleet Services LLC to Patriot Auto & Truck Care LLC.
- Addendum #3 updates the pricing spreadsheet to include all vendor contact information.

4. VENDORS

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Vendor service location(s) and contact information can be found in the Pricing Spreadsheet – Addendum #3.

Edgewater Tire Inc. DBA: **Admiral Tire and Auto Centers** GSS16526-MAINT_REPAIRV04 FSF: 0000029829	**Bayshore Ford Truck Sales Inc** GSS16526-MAINT_REPAIRV25 FSF: 0000025157	**B&G Truck and Trailer Repair** GSS16526-MAINT_REPAIRV09 FSF: 0000031755
Boulevard Auto Sales, Inc GSS16526-MAINT_REPAIRV18 FSF: 0000024515	DMS South LLC DBA: **Chevrolet of Dover** GSS16526-MAINT_REPAIRV03 FSF: 0000288009	Clarksville Auto Service Center DBA: **Ocean Area Tire** GSS16526-MAINT_REPAIRV14 FSF: 0000026234
D&G Inc. DBA: **Fred Drake** GSS16526-MAINT_REPAIRV16 FSF: 0000027587	DD&G LLC DBA: **Ocean Area Tire** GSS16526-MAINT_REPAIRV13 FSF: 0000264388	**Delmarva Auto Repair LLC** GSS16526-MAINT_REPAIRV27 FSF: 0000312688
Diamond State Automotive GSS16526-MAINT_REPAIRV05 FSF: 0000312615	**Diamond State Tire** GSS16526-MAINT_REPAIRV24 FSF: 0000026780	~~Elite Fleet Service LLC~~ ~~GSS16526-MAINT_REPAIRV17~~ ~~FSF: 0000252767~~
First Choice Auto and Truck Repair – Middletown GSS16526-MAINT_REPAIRV11 FSF: 0000136027	**First Choice Auto and Truck Repair – New Castle** GSS16526-MAINT_REPAIRV12 FSF: 0000136027	**Fox Run Automotive** GSS16526-MAINT_REPAIRV23 FSF: 0000027687
Hertrich Investments DBA: **Hertrich Capitol** GSS16526-MAINT_REPAIRV20 FSF: 0000025657	**Hertrich's Ford** GSS16526-MAINT_REPAIRV21 FSF: 0000030782	~~Hertrich's Nissan~~ - ~~GSS16526-MAINT_REPAIRV22~~ ~~FSF: 0000030257~~
IG Burton and Company GSS16526-MAINT_REPAIRV26 FSF: 0000024647	**Kent County Motors** GSS16526-MAINT_REPAIRV06 FSF: 0000024890	**Patriot Auto & Truck Care LLC** GSS16526-MAINT_REPAIRV28 FSF: 0000370975
PEP BOYS – HQ GSS16526-MAINT_REPAIRV10 FSF: 0000017487	**Reed's Auto Repair** GSS16526-MAINT_REPAIRV19 FSF: 0000302944	**Trans Plus Inc.** GSS16526-MAINT_REPAIRV07 FSF: 0000290293
Porter Automotive Group GSS16526-MAINT_REPAIRV02 FSF: 0000024386	**William T. Wadkins Garage** GSS16526-MAINT_REPAIRV15 FSF: 0000018309	W.T. Schrider & Sons Inc. DBA: **In and Out Tires and Auto Care** GSS16526-MAINT_REPAIRV01 FSF: 0000030561
Walls Service Center GSS16526-MAINT_REPAIRV08 FSF: 0000007226		

5. SHIPPING TERMS

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

6. DELIVERY AND PICKUP

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VEHICLE PICK UP & DELIVERY:

Upon notice from the ordering agency that a vehicle requires service or repairs, it is expected the contracted vendor will provide staff to pick up the vehicle from a location to service or repair the vehicle and return the vehicle.

Vendors may be asked to pick up vehicles that are non-drivable. Vendors have the opportunity to identify a cost associated for this service. If a vendor does not have the ability to pick up a non-drivable vehicle, they should clearly identify in the bid response paperwork.

7. PRICING

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

- *See Attached Pricing Spreadsheet*

ADDITIONAL TERMS AND CONDITIONS

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8. BILLING

The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.

Fleet Services has instituted a department specific billing procedure that all bidders 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: Fleet Services
122 Martin Luther King Blvd South
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

Each invoice must be supplied immediately upon completion of service and include the following information:

Purchase Order Number;
Name of Requesting Department;
Date Service Requested/Delivered;
Itemized List of Parts Furnished;
Unit Price and Extension of Each Item;
Labor Hours and Rate.

9. 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.

10. 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.

11. 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.

12. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS16526-MAINT_REPAIR on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

13. REQUIREMENTS

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

14. 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.

15. 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.

16. 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.

17. 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.