



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

January 1, 2011

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 January 10, 2011**
CONTRACT NO. GSS10004-TIRES
TIRES, TUBES & SERVICES

**TABLE OF CONTENTS
OF
KEY CONTRACT INFORMATION**

1. MANDATORY USE CONTRACT:	2
2. CONTRACT PERIOD:	2
3. VENDORS:	2
4. SHIPPING TERMS:	6
5. DELIVERY AND PICKUP:	6
6. PRICING:	6
ADDITIONAL TERMS AND CONDITIONS	7

Addendum #1 updates the list of Goodyear’s Authorized Dealers.

KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

[\(Return to Table of Contents\)](#)

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:

[\(Return to Table of Contents\)](#)

Each contractor’s contract shall be valid from January 1, 2011 through February 29, 2012.

3. VENDORS:

[\(Return to Table of Contents\)](#)

Contract # GSS10004-TIRESV01
State of Utah Contract Number: MA 540
FSF Vendor ID: 0000021638
THE GOODYEAR TIRE AND RUBBER COMPANY
Attn: Jeanne Oberdier, Government Sales
1144 E. Market Street
D/709
Akron, OH 44316-0001
Phone: (330) 796-4352
Fax: (330) 796-3404
Email: jeanne.oberdier@goodyear.com

NOTE: Purchase orders and Invoices should be sent directly to the local dealer of the agency’s choice.

Contract # GSS10004-TIRESV02
State of Utah Contract Number: MA 165
MICHELIN NORTH AMERICA, INC.
Attn: Kaye Pittman, Government Sales
P.O. Box 19001
Greenville, SC 29602-9001
Phone: (864) 458-6030
Fax: (864) 458-5119
Email: kaye.pittman@us.michelin.com

- [BF Goodrich Warranty](#)
- [Uniroyal Warranty](#)
- [Michelin Warranty](#)

NOTE: Purchase orders and Invoices should be sent directly to the local dealer of the agency’s choice.

GOODYEAR AUTHORIZED DEALERS

Goodyear Authorized Dealers	Address	Telephone	Fax	County	FSF Vendor ID	Contact
DIAMOND STATE TIRE INC	3482 WRANGLE HILL RD BEAR, DE 19701	3028361919	3028360652	NC	0000026780	ED LONG
GOODYEAR AUTO SERVICE CTR #0953	TRI STATE SHOP CTR CLAYMONT, DE 19703	3027986896	6104852681	NC	0000021638	STORE MANAGER
CARL KING TIRE	4430 HAVEG RD MIDDLETOWN, DE 19709	3023783801	3023785414	NC	0000025154	STORE MANAGER
JUST TIRES #8963	71 CHRISTINA AVE NEW CASTLE, DE 19720	3023228069		NC	0000021638	STORE MANAGER
ADMIRAL TIRE OF NEWARK	1929 KIRKWOOD HWY NEWARK, DE 19711	3027372460	3023683983	NC	0000029829	ROBERT WILSON-PRESIDENT
DELAWARE TIRE CENTER INC	616 S COLLEGE AVENUE NEWARK, DE 19713	3023682531	3026745119	NC	0000024740	STORE MANAGER
TIRE SALES & SERVICE	600 FIRST STATE BLVD NEWPORT, DE 19804	3029942900	3029945639	NC	0000024819	JOHN MORRONE-PRESIDENT
JUST TIRES	3217 ROBERT KIRKWOOD WILMINGTON, DE 19808	3029980428		NC	0000021638	STORE MANAGER
CARL KING TIRE	109 S MAIN ST CAMDEN, DE 19934	3026979506	3026979542	KE	0000025154	DICK HAWES
ADMIRAL TIRE	280 WEST COWGILL ST DOVER, DE 19901	3027345912	3027347082	KE	0000029829	ROBERT WILSON SR-PRESIDENT
DELAWARE TIRE CENTER INC	209 S GOVERNORS AVE DOVER, DE 19904	3026748204	3026745119	KE	0000024740	STORE MANAGER
CARL KING TIRE CO INC	5 GERALD COURT DELMAR, DE 19940	3028462732	3028462597	SU	0000026234	RICHARD HAWES-VP
CARL KING TIRE	96 TULIP DR LEWES, DE 19958	3026444070	3026449240	SU	0000025154	RICHARD HAWES-VP
KING'S TIRE & LUBE	955 BAY RD MILFORD, DE 19963	3024226522	3024244665	SU	0000027758	DAVID L KING-PRESIDENT
CLARKSVILLE AUTO SERVICE CENTER	34461 ATLANTIC AVE OCEAN VIEW, DE 19970	3025391700	3025395031	SU	0000021638	DAVID HAMM-PRES

Award Notice – Addendum #1
Contract No.: GSS10004-TIRES

GOODYEAR AUTHORIZED DEALERS

OUT OF STATE VENDORS

Goodyear Authorized Dealers	Address	Telephone	Fax	County	FSF Vendor ID	Contact
WINGFOOT COMMERCIAL TIRE SYS	1611 WICOMICO ST BALTIMORE, MD 21230	4102441679	4102441974		0000021253	CENTER MANAGER
WINGFOOT COMMERCIAL TIRE SYS	210 KEYSTONE RD CHESTER, PA 19013	6104946955	6104946955		0000021253	CENTER MANAGER
WINGFOOT COMMERCIAL TIRE SYS	10 A AND B RUNWAY RD LEVITTOWN, PA 19057	2159457790	2159450551		0000021253	CENTER MANAGER

MICHELIN AUTHORIZED DEALERS

Michelin Authorized Dealer/Distributor	Address	Telephone	Fax	County	FSF Vendor ID	Contact
Delaware Tire Center, Inc.	616 South College Avenue Newark, DE 19713	302-368-2531	302-454-1605	NC	0000024740	Store Manager
El's Tire Service, Inc.	2724 Pulaski Hwy Newark, DE 19702	302-834-1997	302-834-8749	NC	0000025637	Van Blarcom
Tire Sales & Service, Inc.	600 First State Blvd. Newport, DE 19804	302-994-2900	302-994-5639	NC	0000024819	John Morrone
Service Tire Truck Center	220 Marsh Lane New Castle DE 19720	302-428-8473	302-428-0176	NC	0000017788	Ron Bennett
Diamond State Tire	3482 Wrangle Hill Road Bear, DE 19701	302-836-1919	302-836-0652	NC	0000026780	Ed Long
Delaware Tire Center Inc.	616 College Ave. Newark, DE 19703-1314	302-368-2531	302-454-1605	NC	0000024740	Store Manager
Admiral Tire	1929 Kirkwood Hwy Newark, DE 19711	302-737-2460	302-368-3983	NC	0000029829	Robert Wilson
Admiral Tire	280 Cowgill Street Dover, DE 19901	302-734-5911	302-734-7082	KE	0000029829	Robert Wilson
Delaware Tire Center Inc.	207 S. Governors Avenue #9 Dover, DE 19904-6703	302-674-0234	302-674-5119	KE	0000024740	Store Manager
Hitchens Tire Service, Inc.	1046 N.E. Front Street Milford, DE 19963	302-424-4724	302-424-4726	SU	0000027427	Jason Hitchens
Service Tire Truck Center	24873 Sussex Hwy Seaford, DE 19973	302-629-5533	302-629-5691	SU	0000017788	Ron Bennett
Service Tire Truck Center	871 East Masten Circle Milford, DE 19963	302-422-1585	302-422-1595	SU	0000017788	Ron Bennett
Carl King Tire Co., Inc	109 S. Main Street Camden, DE 19934	302-697-9506	302-697-9542	SU	0000025154	Dick Hawes
Kings Tire & Lube	955 Bay Road Milford, DE 19963	302-422-1585	302-422-1595	SU	0000027758	David King

4. SHIPPING TERMS:

[\(Return to Table of Contents\)](#)

Price shall include all customs duties and charges and be net, F.O.B. destination any point within the State of Delaware.

5. DELIVERY AND PICKUP:

[\(Return to Table of Contents\)](#)

Varies by vendor

6. PRICING:

[\(Return to Table of Contents\)](#)

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

Goodyear Price List:

http://www.aboutwsca.org/documents/WSCA_Goodyear_Net_Prices_List_Effective_312010.pdf

http://www.naspo.org/documents/Goodyear_WSCA_M211_2009_Service_Prices.pdf

Michelin Price List:

http://www.aboutwsca.org/documents/MA_165Michelin_Add9_3152010_New_Price_list_Lower_Price_New_Tires.xls

http://www.aboutwsca.org/documents/Michelin_Add_9_Price_Decrease_Add_Tires_Apr_2010.pdf

<http://www.aboutwsca.org/documents/MichelinComServPriceList.pdf>

Tire Discount and Service Pricing Comparisons:

http://www.naspo.org/documents/Copy_of_Tire_Discount_and_Service_Pricing_Comparisons_Effective_Mar_09_2.xls

ADDITIONAL TERMS AND CONDITIONS

[\(Return to Table of Contents\)](#)

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.

The Vendor contract award number **MUST** be shown on all Purchase Orders issued against contract.

11. **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.

12. **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.

13. 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.

14. 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.