

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:	Theresa Newman STATE CONTRACT PROCUREMENT OFFICER 302-857-4552
SUBJECT:	AWARD NOTICE – Effective December 1, 2016 CONTRACT NO. GSS16526-MAINT_REPAIR FLEET MAINTENANCE AND REPAIR

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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) <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, 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.

3. VENDORS -

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VENDOR NAME	VENDOR CONTRACT ID	FSF#	CONTACT PERSON	PHONE	EMAIL
W.T.SCHRIDER & SONS INC 24572 BETTS POND RD MILLSBORO, DE	GSS16526- MAINT_REPAIR V01	0000030561	WILLIAM SCHRIDER	302-934- 1900	ACCOUNT@INAND OUTTIRES.COM
PORTER AUTOMOTIVE GROUP 414 E.CLEVELAND AVE NEWARK, DE	GSS16526- MAINT_REPAIR V02	0000024386	PAT ARNOTTE	302-453- 6800	PARNOTTE@PORT ERAUTO.COM
CHEVROLET OF DOVER 1450 S. DUPONT HWY DOVER, DE	GSS16526- MAINT_REPAIR V03	0000288009	MATTHEW KERSEY	302-674- 0100	CMCCARTY@CHEV ROLETOFDOVER.C OM
ADMIRAL TIRE AND AUTO CENTERS 1929 KIRKWOOD HWY NEWARK, DE & 280W COWGILL ST DOVER, DE	GSS16526- MAINT_REPAIR V04	0000029829	CHRISTOPHER LEE	302-737- 2460	INFO@ADMIRALTIR E.COM
DIAMOND STATE AUTOMOTIVE 289 AIRPORT RD NEW CASTLE, DE	GSS16526- MAINT_REPAIRV05	0000312615	CLINT WILLOUGHBY	302-325- 2002	CLINT@DIAMONDS TATEAUTOMOTIVE. COM
KENT COUNTY MOTORS 2181 SOUTH DUPONT HWY DOVER DE	GSS16526- MAINT_REPAIR V06	0000024890	Robby Nichols	302-697- 3877	RNichols@KentCoun tyMotors.com

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TRANS PLUS INC 423 W 7TH STREET NEW CASTLE DE	GSS16526- MAINT_REPAIR V07	0000290293	KELLI KRUEGER	302-323- 3051	KLK@TRANSPLUS DELAWARE.COM
WALLS SERVICE CENTER 220 NE FRONT ST MILFORD DE	GSS16526- MAINT_REPAIR V08	0000007226	COLIN WALLS	302-491- 6007	WALLSSERVICE@ GMAIL.COM
B&G TRUCK AND TRAILER REPAIR, LLC 2026 SUNSET LAKE RD NEWARK DE	GSS16526- MAINT_REPAIR V09	000031755	DAVID BETTS, JR	302-455- 9171	BGTRUCKANDTRAI LER@GMAILCOM
PEP BOYS – HeadQuarters 3111 W. ALLEGHENY AVE PHILADELPHIA, PA 19132	GSS16526- MAINT_REPAIR V10	0000017487	GREGORY WEIDER	215-430- 9216	GREG_WIEDOR@P EPBOYS.COM
PEP BOYS - Service Locations	1400 N Dupont Pky New Castle DE, 19720 #302-322-5576	121 College Sq Newark DE, 19711 #302-368- 1828	121 College Sq Newark DE, 19711 #302-368-1828	919 N Dupont Hwy Dover DE, 19901 #302- 678-2050	1400 N Dupont Pky New Castle DE, 19720 #302-322-5576
PEP BOYS - Service Locations	2904 Concord Pike Talleyville, DE 19803 #302-478-7006	729 Philadelphia Pike Wilmington DE, 19809 #302-764- 4391	135 Christiana rd New Castle DE, 19720 #302-322-4307		
FIRST CHOICE AUTO AND TRUCK REPAIR – MIDDLETOWN 128 PATRIOT DR. MIDDLETOWN DE	GSS16526- MAINT_REPAIR V11	0000136027	KENNETH WILLIAMS	302-376- 6333	KW1STCHOICE@A OL.COM
FIRST CHOICE AUTO AND TRUCK REPAIR - NEW CASTLE 533 Roger Rd NEW CASTLE DE	GSS16526- MAINT_REPAIR V12	0000136027	KENNETH WILLIAMS	302-656- 1433	KW1STCHOICE@A OL.COM
DD&GLLC dba OCEAN AREA TIRE 26370 BAY FARM RD MILLSBORO DE	GSS16526- MAINT_REPAIR V13	0000264388	DAVID HAMM	302-945- 8473	DHAMM0924@AOL. COM

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CLARKSVILLE AUTO SERVICE CENTER INC. dba OCEAN AREA TIRE 34461 ATLANTIC AVE OCEAN VIEW DE	GSS16526- MAINT_REPAIR V14	0000026234	DAVID HAMM	302-539- 1700	DHAMM0924@AOL. COM
WILLIAM T. WADKINS GARAGE 402 N.E. FRONT ST MILFORD DE	GSS16526- MAINT_REPAIR V15	0000018309	WILLIAM T. WADKINS	302-422- 0265	WADKINSGARAGE @AOL.COM
D&G INC dba FRED DRAKE 4195 DUPONT HWY TOWNSEND DE	GSS16526- MAINT_REPAIR V16	0000027587	KIEL DRAKE	302-378- 4877	FREDDRAKEAUTO @GMAIL.COM
ELITE FLEET SERVICE LLC 1300 INTERCHANGE BLVD NEWARK DE	GSS16526- MAINT_REPAIR V17	0000252767	KATHY DeANGELIS	302-453- 1314	kathy@elitefleetservices.com
BOULEVARD AUTO SALES, INC 40 BRIDGEVILLE RD GEORGETOWN DE	GSS16526- MAINT_REPAIR V18	0000024515	WILIAM SNYDER	302-856- 2561	BSNYDER@PREST ONMOTOR.COM
REED'S AUTO REPAIR 20578 SUSSEX HWY SEAFORD DE	GSS16526- MAINT_REPAIR V19	0000302944	JOHN REED	302-536- 1243	ANDREA@REEDSA UTOREPAIR.COMC ASTBIZ.NET
HERTRICH'S CAPITOL 1127 S. DUPONT HWY DOVER DE	GSS16526- MAINT_REPAIR V20	0000025657	FRED HERTRICH, IV	302-734- 7505	BDANIELS@HERTR ICHS.COM
HERTRICH'S FORD 1427 BAY RD MILFORD DE	GSS16526- MAINT_REPAIR V21	0000030782	FRED HERTRICH, IV	302-839- 0500	BDANIELS@HERTR ICHS.COM
HERTRICH'S NISSAN 13785 S. DUPONT HWY DOVER DE	GSS16526- MAINT_REPAIR V22	0000030257	FRED HERTRICH, IV	302-678- 4553	BDANIELS@HERTR ICHS.COM
FOX RUN AUTOMOTIVE INC 610 CONNOR BLVD BEAR DE	GSS16526- MAINT_REPAIR V23	0000027687	MICHAEL DeFINO	302-834- 1200	MDEFINO@FOXRU NAUTO.COM

DIAMOND STATE TIRE 3842 WRANGLE HILL RD BEAR DE	GSS16526- MAINT_REPAIR V24	0000026780	TODD MILLS	302-836- 1919	DIAMONDSTATETI RE@VERIZON.NET
BAYSHORE FORD TRUCK SALES INC 4003 N. DUPONT HWY NEW CASTLE DE	GSS16526- MAINT_REPAIR V25	0000025157	JOE TRACY	302-656- 3160	JTRACY@BAYSHO REFORD.COM
IG BURTON - MILFORD 793 BAY ROAD MILFORD DE	GSS16526- MAINT_REPAIR V26	0000024647	PETER RENZI	302-422- 3041	LGUYER@IGBURT ON.COM
DELMARVA AUTO REPAIR LLC 108 N. CHURCH ST GREENWOOD DE	GSS16526- MAINT_REPAIR V27	0000312688	PAUL WEBB	302-495- 7241	SERVICE@DELMA RVAAUTOREPAIR. COM

4. SHIPPING TERMS

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

5. 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.

6. PRICING

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

See Attached Pricing Spreadsheet

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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 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.

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

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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 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.

12. 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.

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

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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.