



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

October 31, 2013

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

FROM: PRISCILA ZHININ
STATE CONTRACT PROCUREMENT OFFICER
302-857-4556

SUBJECT: **AWARD NOTICE – ADDENDUM #2** (Effective November 1, 2016)
CONTRACT NO. GSS13456-TRANS_REPAIR
VEHICLE TRANSMISSION REPAIR

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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 two (2) year period from November 1, 2013 through October 31, 2015. 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.

This contract has been extended one year through October 31, 2016.

This contract has been extended one year through October 31, 2017.

3. VENDORS

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<p>GSS13456-TRANS_REPAIRV01 Delaware Gear Co., Inc. /DBA/ Benchmark Transmission 2610 Philadelphia Pike Claymont, DE 19901 POC: Michael Neubauer Phone: 302-792-2300 Fax: 302-792-2768 Email: mngolf@verizon.net FSF# 0000028414</p>	<p>GSS13456-TRANS_REPAIRV02 Earl Scott, Inc. /DBA/ Cottman Transmission 1600 North DuPont Hwy New Castle, DE 19720 POC: James J. Hobbs Phone: 302-322-4600 Fax: 302-322-4606 Email: cottmantrans@verizon.net FSF# 0000025884</p>
<p>GSS13456-TRANS_REPAIRV04 Challenge Automotive Services /DBA/ Seaford AAMCO 22598 Sussex Hwy Seaford, DE 19973 POC: Carl Schulze Phone: 302-629-3058 Fax: 302-629-3059 Email: sbc1066bell@gmail.com FSF# 0000026281</p>	

4. SHIPPING TERMS

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

5. DELIVERY AND PICKUP

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For tows within the county of origin, no additional fees should be assessed. For inter-county transit towing, vendors may charge a flat dollar \$ amount service charge for each hour of travel while vehicle is in tow. The State of Delaware, its agencies and contract users reserve the right to utilize other existing contracts or any other means to deliver vehicle in lieu of service charge such as GSS14053-TOWING, Towing Services.

Fees for inter-county transit towing can be viewed on tab # 2 of the pricing spreadsheet which is available on the Vehicle Transmission Repair contract page.

6. PRICING

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

Pricing Spreadsheet is available on the Vehicle Transmission Repair contract page.

Agencies are encourage to review all vendors pricing prior to ordering products, and select the most appropriate vendor for product and the anticipated turnaround time.

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.

a. Fleet Services Billing

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: Brook Hughes
122 William Penn Street
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

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 Vehicle Transmission Repair 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>.

16. ACCESS TO OTHER CONTRACTS

The State of Delaware may maintain other independent contracts that may overlap with the products offered by a submitting vendor. At a minimum, the following contracts may provide some vehicle related services:

- Towing Services
- Fleet Maintenance and Repair
- Collision Repair Services