



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

August 26, 2010

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 #2 – Effective May 3, 2011**
CONTRACT NO. GSS10230-GLASS_REPAIR
GLASS REPAIR AND REPLACEMENT FOR STATE VEHICLES AND HEAVY
EQUIPMENT

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OF
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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 September 1, 2010 through August 31, 2011. Each contract may be renewed for two (2) 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.

The contract has been extended for one (1) additional year under the same terms and conditions. The contract will remain valid through August 31, 2012.

3. VENDORS:

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Safelite Fulfillment
2400 Farmers Drive
Columbus, OH 43235
www.safelite.com

FSF # 0000022401

POC: Eric Ramsdell
Phone: 614-210-9209
Fax: 614-210-9421
Email: eric.ramsdell@safelite.com

Regional POC: Ron Wamhoff, Regional GM
Phone: 410-808-4047 (cell)
Email: Ron.wamhoff@safelite.com

(see next page for county locations)

For Service, Call Local Offices

New Castle County
302-999-9900

4722 Kirkwood Hwy
 Wilmington, DE
 ten (10) mobile units

Kent County
302-678-9601

4200 N. DuPont Hwy
 Dover, DE
 eight (8) mobile Units

Sussex County
302-855-5703

314 S. DuPont Hwy
 Georgetown, DE
 ten (10) mobile units

or

To schedule all repairs and replacements: 1-800-800-2727

4. SHIPPING TERMS:

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F.O.B. destination.

5. DELIVERY AND PICKUP:

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The vendor has twenty eight (28) mobile units for responding to locations around the state.

6. PRICING:

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GLASS DISCOUNT:

Replace Windshield	55% Discount off NAGS list prices
Replace door & back vents	55% Discount off NAGS list prices
Replacement of flat glass	55% Discount off NAGS list prices

LABOR & SUPPLIES FOR GLASS INSTALLATIONS AT SUPPLIER LOCATIONS:

Windshields	\$50.00
Tempered Glass	\$50.00
Curved Tempered	\$50.00
Flat Laminated	\$50.00

LABOR & SUPPLIES FOR GLASS REPAIR AT SUPPLIER LOCATIONS:

Leaking Windshields	\$50.00
Small Windshield Repairs (less than 2" in diameter)	\$50.00
Large Windshield Repairs (greater than 2")	\$50.00
Replace Weather Stripping	\$35.00

6. PRICING (continued):

LABOR & SUPPLIES FOR GLASS INSTALLATIONS BY MOBILE UNITS:

Windshields	\$50.00
Tempered Glass	\$50.00
Curved Tempered	\$50.00
Flat Laminated	\$50.00

LABOR & SUPPLIES FOR GLASS REPAIRS BY MOBILE UNITS:

Leaking Windshields	\$50.00
Small Windshield Repairs (less than 2" in diameter)	\$50.00
Large Windshield Repairs (greater than 2")	\$50.00
Replace Weather Stripping	\$50.00

MEDIUM AND LARGE DUTY TRUCKS, AND HEAVY EQUIPMENT SURCHARGE:

Med and Lg Duty Truck Glass Repair	\$0.00
Med and Lg Duty Truck Glass Replacement	\$0.00
Heavy Equipment Glass Repair	\$0.00
Heavy Equipment Glass Replacement	\$0.00

RESPONSE TIME:

Prior to 9:30 A.M.	Same Day
After 9:30 A.M.	Same Day / Next Day

WARRANTY PERIOD:

Replacement Glass	As long as vehicle is owned
Glass Repair	As long as vehicle is owned

HOURS OF OPERATION:

Monday	8:00 to 5:00
Tuesday	8:00 to 5:00
Wednesday	8:00 to 5:00
Thursday	8:00 to 5:00
Friday	8:00 to 5:00
Saturday	8:00 to noon
Sunday	call

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 vendors 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 is issued to cover the Glass Repair and Replacement for State Vehicles and Heavy Equipment 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.

16. REPLACEMENT WINDSHIELDS AND WINDOWS:

- a) All glass in windshield, windows and doors shall be of approved safety glass, so mounted that permanent mark is visible, and of sufficient quality to prevent bowing and distortion of view in any direction.
- b) Glass in windshield for on road vehicles shall be heat-absorbing and shall contain a shaded band across the top location of "fade-out" shall be above upper limit for minimum visibility.
- c) Glass in all side windows, doors and rear windows shall be AS-2 or better.
- d) Glass for windshields and flat glass shall be AS-1 or better.
- e) The vendor MUST have equipment and personnel that are able to complete the glass replacement for large commercial vehicles and heavy equipment in addition to passenger vehicles.

17. WINDSHIELD AND WINDOW REPAIRS:

- a) The glass repair system shall be capable of repairing such common repair fractures such as "bull's eye", "half moon", "bee's wing", "clover leaf", "star breaks", and combinations thereof.
- b) The glass repair system must be capable of repairing clear and tinted glass. All repair materials will be identified and guaranteed.
- c) The preferred repair method uses the process of injecting an optically clear material, under pressure, into the pocket of the cavity, damaged or cracked area, forcing air out. This transparent sealer/adhesive then cures and forms an almost invisible, permanent and optically clear repair, impervious to water, extreme heat and cold.

18. CLEAN UP AND REMOVAL OF DEBRIS:

The vendor is required to vacuum all glass from inside of the vehicle. The Contractor must sweep or vacuum the ground surface surrounding the repaired vehicle, of all broken glass, moldings, debris, etc. Additionally, the vendor must remove and dispose of all debris created as a result of the repair or replacement, and remove from the work site.

19. COPY OF VENDOR WARRANTY:

See next page for a copy of Safelite's Limited Warranty.



ADHESIVE DRIVE TIME CAUTION

Out of concern for our valued customers, we recommend that you avoid driving your vehicle until the adhesive used to install your windshield achieves sufficient strength to meet the federal motor vehicle safety standards for windshield retention.

The adhesive used to install your windshield was designed to meet those standards in the event of a collision or rollover. Until the adhesive develops sufficient strength, the windshield may not remain in position during a collision or rollover, placing passengers in the vehicle in greater danger of severe or fatal injury. Please drive with care and ALWAYS wear your seatbelt.

The "minimum drive away time" for this vehicle is determined by the adhesive manufacturer. It is based on a number of factors which may include: the presence of a passenger side airbag, the adhesive used, and the temperature and humidity at the time of installation.

LIMITED WARRANTY

Automobile glass is warranted against defects in material or workmanship for as long as you own the vehicle in which the glass is installed so long as such defects are brought to the attention of Safelite within 30 days of discovery of a defect. Truck sliding back glass is warranted against defects in material and workmanship for two years from the date of installation as shown on the invoice.

Exclusions

This warranty does not cover leaks, stress cracks, or related damage in connection with installations to vehicles having damage or rust on the pinchweld. Safelite will use commercially reasonable efforts to advise you of the existence of such damage or rust prior to removal of existing glass; however, it is often not possible to do this. In these cases, Safelite is not responsible for any associated damage. In addition, damage not involving defective workmanship or materials is expressly excluded from coverage under this warranty. IN NO EVENT SHALL THE MANUFACTURER OR VENDOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

General

If you have a problem that is covered by this warranty, you may contact any of our stores or phone Toll Free 1-800-835-2257 and we will replace or repair the warranted product or correct the defective workmanship without charge at a mutually agreed upon time. If we are unable to do so, we will refund the original purchase price of your warranted product. In order to exercise your rights under this warranty, we will require evidence of installation by Safelite, such as a copy of the invoice on the front of this warranty.

Warrantor:
SEE OTHER SIDE

For Further Help Contact:
Any of our stores or
Customer Service – 1-800-835-2257
P.O. Box 182000
Columbus, Ohio 43218-2000

WINDSHIELD REPAIR

The repair process involves the injection of special adhesives into the damaged part of the glass. The degree of success of each repair is a function of several variables. The best results are obtained when the damage is recent, the point of impact is small, the cracks around the damaged area are small, and there is no moisture or other foreign matter in the damaged area.

In some cases, the attempt to repair a windshield can result in the chip or crack becoming larger, and we are not responsible for such damage.

If you are dissatisfied with the repair, we will credit the cost of the repair toward replacement. If your insurance company paid for the repair, the insurance company will receive the credit.

We guarantee that the repaired portion of the windshield will not crack further and that the repair will pass any state vehicle inspection, or we will credit the cost of the repair toward replacement.

This warranty applies as long as you own or lease the vehicle on which the repair was made and is not transferable.