



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

August 20, 2013

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

FROM: COURTNEY MCCARTY
STATE CONTRACT PROCUREMENT SUPERVISOR
302-857-4557

SUBJECT: **AWARD NOTICE – Addendum # 5- Effective October 1, 2017**
CONTRACT NO. GSS13230-GLASS_REPAIR
GLASS REPAIR AND REPLACEMENT FOR STATE VEHICLES AND HEAVY
EQUIPMENT

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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, 2013 through August 31, 2014. 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.

Addendum # 1 extends the contract one (1) additional year through August 31, 2015.

Addendum # 2 extends the contract one (1) additional year through August 31, 2016.

Addendum # 3 extends the contract one (1) additional year through August 31, 2017.

Addendum # 4 extends the contract one (1) month through September 30, 2017 and updates the contact information for Safelite.

Addendum # 5 extends the contract one (1) month through October 31, 2017.

3. VENDORS

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Clear Vision Glass LLC 10 Wilmington Westchester Pike Chadds Ford, PA 19317 POC: Matt Noselli Phone # : 302-439-3142 X 212 Fax #: 484-842-1651 Email: clearvisionglasspa@yahoo.com FSF #: 0000184695	Safelite Fulfillment, Inc 2400 Farmers Drive Columbus, OH 43235 POC: Brittany Eddy Phone # : 614-210-9760 For ordering, Government Glass Service Phone #: 1-800-469-3941 Email: brittany.eddy@safelite.com FSF #: 0000022401
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4. SHIPPING TERMS

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

5. DELIVERY AND PICKUP

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Both vendors have mobile units for responding to locations around the State. Clear Vision Glass LLC will **not** provide services for Sussex County, Delaware.

6. **PRICING**

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

To review pricing, please refer to the pricing spreadsheet which is available at:

http://contracts.delaware.gov/contracts_detail.asp?i=1999

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: Fleet Services
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. PURCHASE ORDERS

Agencies are required to identify the contract number GSS13230-GLASS_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

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.

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 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>.

17. 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

18. 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.

19. CLEAN UP AND REMOVAL OF DEBRIS

The vendor is required to vacuum all glass from inside of the vehicle. The vendor 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.

20. VENDOR WARRANTY

Warranty information is viewable within the Pricing Spreadsheet which is available at:

http://contracts.delaware.gov/contracts_detail.asp?i=1999