STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

October 31, 2019

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

FROM: WALT GORMAN
STATE CONTRACT PROCUREMENT OFFICER
302-857-4556

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS19230-GLASS_REPAIR
GLASS REPAIR AND REPLACEMENT FOR STATE VEHICLES

TABLE OF CONTENTS
OF
KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT 2
2. CONTRACT PERIOD 2
3. VENDORS 2
4. RESPONSE TIME 2
5. PRICING 3
ADDITIONAL TERMS AND CONDITIONS 3

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
Contract established to meet the State's needs for vehicle Glass Repair and Replacement for State Vehicles and Heavy Equipment for State vehicles and heavy equipment. Contract covers all labor, equipment and materials to replace and/or repair broken glass. The vendor(s) will service the State's needs in at least one or more of Delaware's three counties. Vehicle and Equipment types cover the range of Passenger Sedans, Vans, Light Trucks, Medium and Large Duty Trucks, and Heavy Equipment, such as Excavators, Front End Loaders, Backhoes, etc.

If a repair requires glass replacement that can only be ordered through a manufacturer supplier, the awarded glass vendor is expected to work with the requesting agency to determine the most cost effective way of obtaining the glass needed to complete the repair.

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, 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 Vendor's contract shall be valid for a two (2) year period from November 1, 2019 through October 31, 2021. Each contract may be renewed for three (3) one (1) year periods through negotiation between the Vendor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS

(Return to Table of Contents)

GSS19230-GLASS_REPRV01 **ClearVision Glass LLC** 142 Wilmington West Chester Pike Chaddsford, PA 19317 POC: Mathew Noselli PH: 610-247-4246 EM: clearvisionglasspa@yahoo.com FSF: 0000184695	GSS19230-GLASS_REPRV02 **Safelite Fulfillment Inc.** 7400 Safelite Way Columbus, OH 43235 POC: Tim Sherwood PH: 732-672-1729 EM: timothy.sherwood@safelite.com FSF: 0000022401

4. RESPONSE TIME

(Return to Table of Contents)

It is imperative that a prompt response be made on all calls. Repairs on calls placed prior to 9:30 a.m. must be made by 5:00 p.m. of the same day. Repairs on calls placed after 9:30 a.m. must be made within 24 hours, except weekend and holiday hours when the vendor is normally closed. If a delay occurs before completion of an ordered service, the State requests top priority to complete the repair or replacement. Exceptions may be made for unusual quantities, heavy equipment, and unusual applications, but must be agreed to by the individual State Agency requesting service.

5. PRICING

(Return to Table of Contents)

Prices will remain firm for the term of the contract year. Refer to Pricing Spreadsheet for vendor rates.

ADDITIONAL TERMS AND CONDITIONS

(Return to Table of Contents)

6. 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.

7. 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.

8. 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.

9. 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.

10. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS19230-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.

11. 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.

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.