

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
United States

CONTRACT



Vendor ID 0000278846
Safelite Fulfillment Inc
DBA Safelite Auto Glass
PO Box 633197
Cincinnati OH 45263-3197
United States

Contract ID 0000000000000000000000031360		Page 1 of 5
Contract Dates 06/24/2016 to 06/24/2019		Origin CPS
Description: CPS-AUTOMOTIVE SAFETY GLASS		Contract Maximum \$999,999.99
Buyer Name Smith, Steven D	Buyer Phone 828-4681	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		AUTOMOTIVE SAFETY GLASS, CURVED WINDSHIELD PRICING: 51% DISCOUNT FROM NAGS PRICE LIST IN EFFECT AT TIME OF ORDER. INCLUDES CLIPS AND MOLDINGS	EA	0.01000	0.00	0.00
<p>LABOR RATE: \$50.00 FLAT RATE FOR EACH GLASS INSTALLED. RATE APPLIES TO EITHER IN-SHOP OR MOBILE ONSITE INSTALLATION. MOBILE SERVICE TO LOCATION WITHIN VERMONT, INCLUDING SATURDAY AT NO ADDITIONAL CHARGE. 24-48 HOURS SERVICE RESPONSE PROVIDING PART IS AVAILABLE.</p> <p>TO DETERMINE THE NEAREST SAFELITE AUTO GLASS LOCATION, GO TO: https://www.safelite.com/store-locator/</p>						
2		AUTOMOTIVE SAFETY GLASS, TEMPERED, CURVED PRICING: 51% DISCOUNT FROM NAGS PRICE LIST IN EFFECTIVE AT TIME OF ORDER. INCLUDES CLIPS AND MOLDINGS	EA	0.01000	0.00	0.00
<p>LABOR RATE: \$50.00 FLAT RATE FOR EACH GLASS INSTALLED. RATE APPLIES TO EITHER IN-SHOP OR MOBILE ONSITE INSTALLATION. MOBILE SERVICE TO LOCATION WITHIN VERMONT, INCLUDING SATURDAY AT NO ADDITIONAL CHARGE. 24-48 HOURS SERVICE RESPONSE PROVIDING PART IS AVAILABLE.</p> <p>TO DETERMINE THE NEAREST SAFELITE AUTO GLASS LOCATION, GO TO: https://www.safelite.com/store-locator/</p>						
3		AUTOMOTIVE GLASS, FLAT, LAMINATED PRICING: 51% DISCOUNT FROM NAGS PRICE LIST IN EFFECTIVE AT TIME OF ORDER. INCLUDES CLIPS AND MOLDINGS	EA	0.01000	0.00	0.00
<p>LABOR RATE: \$50.00 FLAT RATE FOR EACH GLASS INSTALLED. RATE APPLIES TO EITHER IN-SHOP OR MOBILE ONSITE INSTALLATION. MOBILE SERVICE TO LOCATION WITHIN VERMONT, INCLUDING SATURDAY AT NO ADDITIONAL CHARGE. 24-48 HOURS SERVICE RESPONSE PROVIDING PART IS AVAILABLE.</p> <p>TO DETERMINE THE NEAREST SAFELITE AUTO GLASS LOCATION, GO TO: https://www.safelite.com/store-locator/</p>						
4		AUTO WINDSHIELD GLASS REPAIR	EA	34.99000	0.00	0.00
<p>LABOR RATE: \$34.99 FLAT RATE FOR EACH GLASS INSTALLED. RATE APPLIES TO EITHER IN-SHOP OR MOBILE ONSITE INSTALLATION. INCLUDES CLIPS AND MOLDINGS. MOBILE SERVICE TO LOCATION WITHIN VERMONT, INCLUDING SATURDAY AT NO ADDITIONAL CHARGE. 24-48 HOURS SERVICE RESPONSE PROVIDING PART IS AVAILABLE.</p> <p>TO DETERMINE THE NEAREST SAFELITE AUTO GLASS LOCATION, GO TO: https://www.safelite.com/store-locator/</p>						
5		ADVANCED DRIVER ASSIST SYSTEM/SENSOR RECALIBRATION	EA	250.00000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

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SCOPE OF CONTRACT: TO PROVIDE AUTOMOTIVE SAFETY REPLACEMENT AND REPAIR TO VARIOUS STATE AGENCIES AND POLITICAL SUBDIVISIONS WITHIN VERMONT

CONTRACT TERM: THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWELVE MONTH PERIODS.

CONTRACTOR'S EMPLOYEES SHALL BE CERTIFIED BY THE NATIONAL AUTO GLASS ASSOCIATION TO INSTALL AND REPAIR WINDSHIELDS.

ALL VEHICLES REQUIRING AUTO GLASS REPLACEMENT ARE TO BE RETURNED TO THE MANUFACTURER'S ORIGINAL INTENDED SAFETY LEVELS. EXCEPTION: FOR AUTO GLASS REPLACEMENT IN TEMPERATURES BELOW 40 DEGREES FAHRENHEIT, TECHNICIANS MUST UTILIZE ORIGINAL EQUIPMENT MANUFACTURER APPROVED TWO-PART CHEMICAL CURED URETHANE THAT MEET THE FOLLOWING CRITERIA:

DOCUMENTED PROOF THAT THE URETHANE USED WILL REACH 250 PSI OF LAP SHEAR STRENGTH IN ONE HOUR DOWN TO ZERO DEGREES FAHRENHEIT.

PROOF OF PURCHASE SEALS - LOT NUMBERS OF ALL ASSOCIATED URETHANES AND PRIMERS MUST BE LISTED ON EACH INVOICE FOR ADDITIONAL PROOF OF USE.

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 DEFECTIVE. TRUCK SLIDING BACK GLASS IS WARRANTY 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 INSTALLATION TO VEHICLES HAVING DAMAGE OR RUST ON THE PINCHWELD. SAFELITE WILL USE COMMERCIALY RESPONSIBLE 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 CONTRACTOR BE RELIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IF STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, 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.

WARRANTY REPLACEMENT OR REPAIRS: COSTOMER MAY CONTACT ANY CONTRACTOR¿S STORES OR PHONE TOLL FREE 1-800-835-2257 AND CONTRACTOR WILL REPLACE OR REPAIR THE WARRANTED PRODUCT OR CORRECT THE DEFECTIVE WORKMANSHIP WITHOUT CHARGE AT A MUTUALLY AGREED UPON TIME. IF CONTRACTOR IS UNABLE TO DO SO, CONTRACTOR WILL REFUND THE CUSTOMER¿S ORIGINAL PURCHASE PRICE OF WARRANTED PRODUCT. IN ORDER TO EXERCISE YOUR RIGHTS UNDER THIS WARRANTY, CONTRACTOR WILL REQUIRE EVIDENCE OF INSTALLATION BY SAFELITE, SUCH AS A COPY OF THE INVOICE ON THE FRONT OF THE WARRANTY.

TERMS OF SALE: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED.

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FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

- REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
- REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
- REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
- REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED SEPTEMBER 1, 2015 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

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APPOINTMENTS:
BOBBY BARTLETT
P: 802-310-9848
EMAIL: ROBERT.BARTLETT@SAFELITE.COM

VENDOR CONTACT:
BRITTANY EDDY
TELEPHONE: 614-210-9760
FAX: 614-210-9421
EMAIL: BRITTANY.EDDY@SAFELITE.COM

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:
STEVE SMITH
PURCHASING AGENT
802-828-4681
FAX 802-828-2222
steven.smith@vermont.gov

06/04/2018 - AMENDMENT #01
THE FOLLOWING CHANGES OCCURRED TO THIS AMENDMENT #01:

- 1). CONTRACT IS EXTENDED FOR A ONE YEAR PERIOD WITH THE FOLLOWING CHANGES:
 - a). LINE ITEM #04 LABOR RATE IS REDUCED TO \$34.99
 - b). LINE ITEM #05 - ADVANCED DRIVER ASSIST SYSTEM/SENSOR RECALIBRATION IS INCORPORATED INTO THE CONTRACT.
 - c). ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS, PAGES 1-5 REVISED DECEMBER 15, 2017 IS INCORPORATED INTO THE CONTRACT.

ALL OTHER PRICING, TERMS AND CONDITIONS REMAIN THE SAME.

CHILD SUPPORT (APPLICABLE TO NATURAL PERSONS ONLY; NOT APPLICABLE TO CORPORATIONS, PARTNERSHIPS OR LLCs):
CONTRACTOR IS UNDER NO OBLIGATION TO PAY CHILD SUPPORT OR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL CHILD SUPPORT PAYABLE UNDER A SUPPORT ORDER AS OF THE DATE OF THIS AMENDMENT.

CERTIFICATION REGARDING SUSPENSION OR DEBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO PARTY'S PRINCIPALS (OFFICERS, DIRECTORS, OWNERS, OR PARTNERS) ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE OR EXCLUDED FROM PARTICIPATION IN FEDERAL PROGRAMS, OR PROGRAMS SUPPORTED IN WHOLE OR IN PART BY FEDERAL FUNDS.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT:
[HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT](http://BGS.VERMONT.GOV/PURCHASING/DEBARMENT) .

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____