



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
DPS1135

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

PROPERTY

*903090824 304-346-1786
 SAFELITE AUTOGLASS
 200 MACCORKLE AVE SE
 CHARLESTON WV 25315

SHIP TO

DEPARTMENT OF PUBLIC SAFETY
 4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/19/2011	Net 30	—	—	—

BID OPENING DATE: 05/25/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		060-57	Arg Cost 167.63	\$67,050.00
GLASS, AUTOMOTIVE INQUIRIES: WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 05/06/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER AND E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: TARA LYLE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304-558-4115 E-MAIL: TARA.L.LYLE@WV.GOV EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABL						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>[Signature]</i>	TELEPHONE 614-210-9209	DATE 5/24/11
TITLE Government & Anchor Coordinator	FEIN 36-4523816	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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CHARLESTON WV 25315

DEPARTMENT OF PUBLIC SAFETY
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SOUTH CHARLESTON, WV
25309 **746-2141**

DATE PRINTED 04/19/2011	TERMS OF SALE Net 30	SHIP VIA -	F.O.B -	FREIGHT TERMS -
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BID OPENING DATE: **05/25/2011** **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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TITLE Government & Auction	FEIN 36-4523816	ADDRESS CHANGES TO BE NOTED ABOVE

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Coordinator



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<p>ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT</p>						

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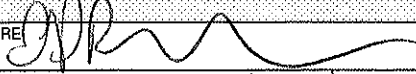
DEPARTMENT OF PUBLIC SAFETY
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04/19/2011	NET 30	-	-	-

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<p>TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p><i>* safelite would like to extend to All political Subdivisions</i></p> <p>REV. 3/88</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <p>NOTICE</p>						

(Y)

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<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----TL/32-----</p> <p>RFQ. NO.:-----DPS1135-----</p> <p>BID OPENING DATE:-----05/25/2011-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----614-210-9421-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----ERIC D. RAMSDELL-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE 614-210-9209	DATE 5/24/11
TITLE Government Auctioneer	FEIN 36-4523816	ADDRESS CHANGES TO BE NOTED ABOVE

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Coordinator

DPS1135

The West Virginia State Police are soliciting competitive bids for the purchase, removal and installation of windshields in the fleet of vehicles owned and operated by the WV State Police. This installation would take place in the following locations:

Location 1: Shinnston, Harrison County -- Route 19 Phone 304-592-1101

Location 2: Kearneysville, Jefferson County -- Phone 304-724-7986

Location 3: Elkins, Randolph County -- Phone 304-637-0200

Location 4: South Charleston, Kanawha County -- 304-558-8810

Location 5: Beckley, Raleigh County -- 304-256-6982

The successful vendor will be responsible for the removal and disposal of the damaged windshield and installation of the new windshield. Vehicles included but not limited to that are owned/operated by the WV State Police include Ford Crown Victoria, Ford Explorer, Ford Expedition, Ford Ranger Pick-up, Ford Taurus Station Wagon, Ford Econoline Van, Chevrolet Impala, Chevrolet Trailblazer, Chevrolet Tahoe, Chevrolet and GMC full size pick-up trucks, both single and extended cabs, Chevrolet S-10 pick-up and blazers, GMC Canyon trucks, GMC Savanna Vans, Dodge Chargers, Dodge Intrepid, Dodge Stratus, Dodge Mini Van, Dodge Ram Truck, both single and extended cabs, Jeep Grand Cherokee and Cherokee Sport, Jeep Liberty.

The vendor must travel to these locations within 48 hours of receiving the request from the aforementioned locations to perform the service.

Award:

The contract will be awarded to the vendor with the most complete bid with the lowest grand total amount meeting all of the specifications.

Safelite Fulfillment, Inc.

State of West Virginia

Department of Public Safety

Glass, Automotive

RFQ # DPS1135

Opening Date: May 25, 2011

Contents

- 1. Transmittal letter**
- 2. Bid Packet**
- 3. W9**
- 4. Warranty Statement**
- 5. Memorandum of Insurance Certificate**

(Note: If required, an Insurance Certificate naming the State of West Virginia as an "additional insured" will be provided after notification of award)

State of West Virginia Department of Public Safety

Summary of Ability

Safelite Fulfillment, Inc. (hereafter referred to as SFI), now **doing business as Safelite/AGS Glass**, has for **63+ years (EST.1947)**, provided safety and service to auto glass customers.

Advocating Industry Standardization: SFI's experts helped the Auto Glass Replacement Safety Standard (AGRSS) craft the industry's first auto replacement standards.

Leading Advanced Training & Certification: SFI has developed one of the most stringent internal installation training and compliance programs in the industry. SFI's trainers are practicing an ANSI-compliant certification program designed to set new standards for excellence and safety among auto glass installers.

Innovating Safer Materials: SFI's leadership in the development of quick-cure urethane adhesives brought a new level of speed and safety to auto glass replacements.

Providing Quality Products: Independent laboratory tests, ISO certification and Six Sigma training are all regimens that help SFI's windshield fabrication plant in North Carolina produce materials that meet or exceed all government DOT safety standards.

With over 60 years of experience in providing safe, quality auto glass replacement and repair services, Safelite AutoGlass is the Nation's aftermarket leader in auto glass. One in five windshields replaced nationally bears the SGC brand Safelite name.

Safelite's "Windshield Repair Programs" perform over **800,000 windshield repairs** annually.

Based upon the quality of its products and allied with the stringent training of its technicians, Safelite proudly offers a Lifetime National Warranty on parts and workmanship. Safelite's windshield repairs are guaranteed, with the cost credited to a new windshield if the repair fails!

Facilities and Resources

To meet the needs of The City of Fremont, **Safelite AutoGlass** operates from **6 locations within the State of West Virginia**. In the event of an emergency or natural disaster, Safelite can access inventory and personnel from other operating units within adjacent cities and states.

Professional Services

Safelite provides services in the following areas:

- Processes 3.8 million claims per year for 100+ clients
- Maintains 4,000+ government accounts (federal, state, & local)
- Manages programs for 17 of the top 20 insurance companies
- Provide superior customer service via tailored processes
- Reduces customer's administrative expenses with state-of-the-art IT technology
- Produces fraud reduction and severity savings via tailored managed processes

- Produce savings growth through continued program enhancements

Facilities and Equipment

The company's corporate headquarters is located in Columbus, Ohio. Safelite also has two call centers in Columbus with:

- **1000+ Customer Service Representatives** – 800+ dedicated stations – 80 overflow stations
- Full catastrophe back-up redundancy
- **25-30 highly trained & qualified fleet based associates** w/2 – 3 years avg. tenure
- Operates 24/7/365 to take your calls
- Includes web-based service contact points
- Online scripting assures Quality and Process controls
- Legislation Compliant
- 100% digital recording of all calls, both inbound and outbound

Safelite's facilities include a manufacturing plant in Enfield, NC. **Warehouse/Installation & Dispatch Centers provide convenient mobile service to more than 95 percent of the US drivers in all 50 states. Safelite has 700+ company-owned service outlets with over 2,500 certified installation technicians.**

Expertise and Quality Assurance

Columbus, OH-based Safelite Group (a part of Belron, US) is a multi-faceted auto glass and claims management service organization comprised of three major business operations that include auto glass fulfillment services, windshield manufacturing and fleet and insurance claim management services. Safelite employs more than 9,000 people throughout the U.S!

A Quality Installation begins with a Superior Product:

- Safelite's flat glass and vinyl components are sourced from the same suppliers as OE Manufacturers
- More than \$11 million invested in Safelite's state-of-the-art manufacturing and distribution facilities
- Safelite's ISO certified facilities produce OEE windshields that meet or exceed all government standards for safety and performance
- Safelite has Six Sigma initiatives in-place with several "Black Belts" leading the continuing process

Customer satisfaction measurements include:

- A Quickie Questionnaire delivered by the servicing technician
- A courtesy call-back placed within three days of the service
- A customer satisfaction hotline staffed 24/7/365

Auto Glass Technician Certification

SFI takes an industry-leading role in ensuring that its installing associates are trained to perform a quality installation on every job.

This is accomplished by requiring all installing associates' use procedures that **comply with the ANSI standard for safe auto glass installations.**

- Safelite follows procedures recognized by the American National Standards Institute

- Safelite experts served on the committee which created the standard and ensure all procedures fulfill “best practices”

Safelite/Diamond installation materials comply with the ANSI standard for safe auto glass installations

- Safelite uses only the highest quality adhesive systems compliant with the ANSI standard

All Safelite Technicians are required to be SafeTech Certified

- SafeTech Certification was created and designed to exceed the knowledge required of NGA certification
- The SafeTech Certification program was created by Safelite’s Technical Director (a past chairman of the NGA certification committee), and in conjunction with a professional certification consultant
- Passing the SafeTech certification test requires a higher score than that required for NGA certification (85% vs. 75%)
- SafeTech Certification tests knowledge required to perform an ANSI standard compliant installation utilizing the full-cut method

All trainee installers must pass Safelite’s **SafeTech Certification** before transitioning to “Technician” status

- Trainee’s are supervised during their training period and must pass the SafeTech Certification tests before beginning “solo” installations.

SFI’s installers are **drug tested** and **background checked** before hiring.

Due to the effect that the proper installation of vehicle glass can have on the safe operation of a vehicle, all installations are performed by employees of Safelite Fulfillment, Inc. SFI does not use subcontractors for installation services.

Customers

Safelite’s customers include:

- Federal GSA
- US Postal Service
- FedEx
- PepsiCo
- Budget Truck Rental
- State of New Hampshire
- State of Connecticut
- State of Delaware
- State of Minnesota
- State of Wisconsin
- State of Oklahoma
- State of Indiana
- State of Idaho
- State of Utah
- City of Chicago
- Arlington County, VA

- Los Angeles Water and Power
- County of Los Angeles, California
- Chesterfield County, Virginia
- Fairfax County, Virginia

And hundreds more!

Disposal of Glass and Installation Supplies

SFI has a National agreement for the disposal of all waste that results from the replacement and repair of vehicle glass. Refuse containers are placed at SFI's operating locations and are emptied on a regular basis.

Following is the contract clause that covers the disposal of such waste:

I. Disposal of Waste

- A. It shall be the responsibility of the Contractor (collectively referred herein as the contractor specified below, its affiliates, officers, directors, shareholders, employees, agents, nominees, subcontractors, successors and assigns) to ensure that the disposal of all waste and or recyclable from container(s) supplied by Contractor to National Waste Associates, LLC's (herein referred to as NWA) Customer pursuant to this agreement be in compliance with applicable federal, state, county, and municipal laws and regulations

Recycled Products/Materials

SFI, in the operation of its North Carolina windshield manufacturing facility, recycles all materials that are so identified. Currently, at this plant, SFI recycles glass, vinyl, and packaging materials with an annual purchase value in excess of \$250,000.

The packaging materials used to ship SFI's finished windshields are largely created from recycled cardboard, wood, and plastic. Safelite disposes of all materials that are a by-product of its services in the most "environmentally friendly" fashion.

Codes & Contact

Duns Number – 18-050-1108

Contact for Government Accounts

FEIN #: 36-4523816

Eric Ramsdell

Office Telephone: 614-210-9209

Fax: 614-210-9421

Brands of Glass Used to Fulfill This Agreement

SFI, in servicing of this contract, will use OE and OE equivalent glass products produced by Safelite Glass Corp, Pilkington (LOF), PPG, Guardian Glass and Xinyi Glass.

All products meet or exceed the applicable FMVS Standards for vehicle glass sold and/or installed in the United States.

Bid Form DPS 1135

Item #	Description	Part Number	Estimated Quantity	Unit Price	Extended Price
1.	Ford Crown Victoria	DW01506	60	\$160.00	\$9,600.00
2.	Ford Explorer	DW01474	40	\$165.00	\$6,600.00
3.	Ford Expedition	DW01582	25	\$165.00	\$4,125.00
4.	Ford Ranger	DW01817	15	\$165.00	\$2,475.00
5.	Ford Taurus Station Wagon	DW01528	10	\$165.00	\$1,650.00
6.	Ford Econoline Van	DW01504	10	\$165.00	\$1,650.00
7.	Chevrolet Impala	DW01550	30	\$160.00	\$4,800.00
8.	Chevrolet Trail Blazer	DW01584	20	\$165.00	\$3,300.00
9.	Chevrolet S-10 Pick-up Truck	DW01557	10	\$165.00	\$1,650.00
10.	Chevrolet S-10 Blazer	DW01557	20	\$165.00	\$3,300.00
11.	GMC Full Size Pick-up Truck	DW01549	15	\$165.00	\$2,475.00
12.	GMC Canyon Pick-up Truck	DW01533	15	\$165.00	\$2,475.00
13.	GMC Savanna Van	DW01580	10	\$165.00	\$1,650.00
14.	Dodge Charger	DW01571	25	\$165.00	\$4,125.00
15.	Dodge Intrepid	DW01466	15	\$165.00	\$2,475.00
16.	Dodge Ram Truck	DW01771	15	\$265.00	\$3,975.00
17.	Dodge Mini Van	DW01470	10	\$165.00	\$1,650.00
18.	Jeep Grand Cherokee	DW01591	20	\$165.00	\$3,300.00
19.	Jeep Grand Cherokee Sport	DW01591	15	\$165.00	\$2,475.00
20.	Jeep Liberty	DW01678	20	\$165.00	\$3,300.00
Failure to use this form may result in disqualification.			400	Grand Total:	\$67,050.00

Name: Todd Hoffman (General Manager)
 Address: 2271 Stanley Gault Pkwy
Louisville, KY 40223
 Phone #: 502-459-2325
 Email Address: todd.hoffman@safelite.com

Name: Eric Ramsdell (Government & Auctions Coordinator)
 Address: 2400 FARMERS DR
COLUMBUS OH 43235
 Phone #: 614-210-9209
 Email Address: eric.ramsdell@safelite.com

**Request for Taxpayer
 Identification Number and Certification**

Give form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)

Safelite Fulfillment, Inc.

Business name, if different from above

See attached.

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ -----
 Other (see Instructions) ▶

Exempt
 payee

Address (number, street, and apt. or suite no.)

2400 Farmers Drive

City, state, and ZIP code

Columbus, OH 43235

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
36 4523816

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the Instructions on page 4.

Sign Here

Signature of U.S. person ▶

D. A. Nelson

Date ▶ *10/5/10*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Safelite Fulfillment, Inc.
FEIN 36-4523816

Applicable DBA names:

Safelite AutoGlass
Service Auto Glass
Cindy Rowe Auto Glass
Auto Glass Center, Inc.
JC's Glass, LLC
Nationwide Auto Glass
Midwest Auto Glass
Arnie's Auto Glass Center

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.

MEMORANDUM OF INSURANCE

DATE OF ISSUE: 12/31/2010

PRODUCER:

AON RISK SERVICES NORTHEAST, INC.
 COLUMBUS OH OFFICE
 445 HUTCHINSON AVENUE
 COLUMBUS OH USA
 PHONE: (866) 283-7122

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	Discover Property & Casualty Ins Co
COMPANY LETTER	B	Fidelity & Guaranty Ins Co
COMPANY LETTER	C	United States Fidelity & Guaranty Co.
COMPANY LETTER	D	Continental Casualty Company
COMPANY LETTER	E	

INSURED: Safelite Group, inc., and all subsidiaries; Belron US, Inc.; Alliance Claims Solutions; Arizona JC's Glass; Auto Glass Center; Auto Glass Montana; Auto Glass Specialist; Budget Auto Glass; Cindy Rowe Auto Glass; Diamond Glass; Diamond Triumph Glass; Elite Auto Glass; Glass Installations Globe of Iowa; Kenton Auto Glass; Nationwide Auto Glass; Safelite AutoGlass; Safelite Fulfillment, Inc.; Service Auto Glass; Superior Auto Glass
 c/o Linda Gibson
 2400 Farmers Drive, Columbus, OH 43235

COVERAGES

This memorandum verifies that the following coverages are in force: General Liability, Automobile Liability and Workers Compensation and Employer's Liability.

This memorandum is furnished to you as a matter of information for your convenience. It is not intended to reflect all the terms and conditions or exclusions of such policies. This memorandum is not an insurance policy and does not amend, alter, or extend the coverage afforded by the listed policies. The insurance afforded by the listed policy is subject to all the terms, exclusions and conditions of such policies.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFF. DATE	EXP. DATE	LIMITS SHOWN AS REQUESTED	
A	COMMERCIAL GENERAL LIABILITY	D002L00416	12/31/2010	12/31/2011	GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> COM GEN LIABILITY				PRODUCTS-COMP/OP AGG	\$ 2,000,000
	<input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> OWN & CONT PROT				EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any fire)	\$ 300,000
					MED EXPENSE (Any one person)	\$ 10,000
A	AUTOMOBILE LIABILITY	D002A00722	12/31/2010	12/31/2011	COMBINED SINGLE LIMIT	\$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per Person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per Accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	<input checked="" type="checkbox"/> GARAGE LIABILITY					
<input type="checkbox"/> SELF-INSURED						
<input type="checkbox"/> PHYSICAL DAMAGE						
D	EXCESS LIABILITY	L4024348611	12/31/2010	12/31/2011	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMB					
B C	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	D002W00897 (AOS - DED) D002W00900 (RETRO)	12/31/2010	12/31/2011	<input checked="" type="checkbox"/> STATUTORY LIMITS	\$
	EACH ACCIDENT				\$ 1,000,000	
	DISEASE-POLICY LIMIT				\$ 1,000,000	
	DISEASE-EACH EMPLOYEE				\$ 1,000,000	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

ADDITIONAL INSURED: If you have a written contract with the Named Insured that provides you with additional insured status, severability of interest entitlements, or waiver of subrogation, the policies shown herein will respond to those obligations in accordance with, and to the extent provided by, the underlying contract, provided that the Named Insured Signatory has the proper authority to bind the Named Insured to the contract.

Rev. 09/08

State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- N/A

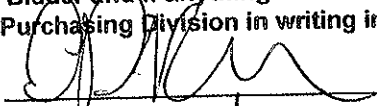
1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: SAFELITE FULFILLMENT

Signed: 

Date: 5/24/11

Title: Government & Auction Coordinator

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. DPS 1135

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: SAFEDITE FULFILLMENT

Authorized Signature: [Signature] Date: 5/24/11

State of OHIO

County of Franklin, to-wit:

Taken, subscribed, and sworn to before me this 24th day of May, 2011.

My Commission expires _____, 2011.

AFFIX SEAL HERE



PAULA BAIH
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES SEPTEMBER 15, 2013

Paula Baith