

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411
DEALERSHIP GLASS, INC 12528 28 th Ave NE Seattle, WA 98125

CONTRACT AMENDMENT	
Contract No.	07021
Amendment No.	1
Effective Date	November 20, 2023

FIRST AMENDMENT
TO
STATEWIDE CONTRACT NO. 07021
AUTO GLASS, REPLACEMENT, REPAIR AND RECALIBRATION

This First Amendment (“Amendment”) to Contract No. 07021 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and Dealership Glass, a Washington Corporation (“Contractor”) and is dated as of July 15, 2023.

R E C I T A L S

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 07021 for Auto Glass, Replacement, Repair, and Recalibration dated effective as of 07/30/2021 (“Contract”).
- B. The amendment set forth herein is within the scope of the Contract.
- C. The Parties now desire to amend the Contract as set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract as follows:

- a. SECTION 5.10 - DEFINITIONS:
 Subsections b) and c) have been removed in their entirety:
 - b) “Emergency” appointment: From the time the appointment is made to the time the appointment starts must be within forty-eight (48) hours.
 - c) “Routine” appointment: From the time the appointment is made to the time the appointment starts must be within seven (7) calendar days.
- b. SECTION 5.11- SERVICE REQUIREMENTS. A new section 5.11 SERVICE REQUIREMENTS has been added as follows:

Bidder will be available to perform services at least five (5) days per week, Monday thru Friday, during regular working hours (8:00 am – 5:00 pm). If the bidder needs to order a part to perform a service, the bidder will provide a reasonable timeline for ordering and arrival of the part, including manufacturing and shipping. The purchaser and the bidder can arrange where the shipment should be sent. The time needed to order and receive the part will be excluded from the response time. Response time:

5.11.1.1. **Routine Appointments:** Bidders' response time for routine mobile service appointments must be within seven (7) days. From the time the appointment is made to the time the appointment starts must be within seven (7) calendar days. The bidder will keep the purchaser updated if there is an arrival delay. Routine mobile service appointment will commence within thirty (30) minutes of the scheduled appointment time, at the identified location.

5.11.1.2. **Emergency Appointments:** Emergency appointment is a service appointment when the need for repair is urgent because the vehicle is inoperable, and a routine appointment would not suffice. "Emergency" is defined as a serious, unexpected (regarded as not likely to happen), or dangerous defect in a windshield or other glass rendering vehicle inoperable and/or unusable until windshield is replaced. Appointments for rock chips are excluded from this emergency definition. Customer's emergency must qualify under the definition above. From the time the appointment is made to the time the appointment starts must be within forty-eight (48) hours, provided that the glass does not have to be special ordered. Bidder's response time for emergency appointments must be within forty-eight (48) hours. Emergency appointment services are to be performed during regular working hours. The bidder will keep the purchaser updated if there is a delay in arrival.

- A. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
- B. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
- D. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- E. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.

F. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

DEALERSHIP GLASS, INC,
A WASHINGTON CORPORATION

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: *Wyd Ryan*
Name: *Wyd Ryan*
Title: *president*
Date: *11/15/2023*

By: *Kelli Carmony*
Name: Kelli Carmony
Title: Procurement Supervisor
Date: *11/16/23*