



CONTRACT DATA SHEET

Monroe County Division of Purchasing
200 County Office Building, Rochester NY 14614

TITLE: COLLISION AND BODY REPAIR FOR CARS, VANS
AND LIGHT TRUCKS UP TO 3 TONS

CONTRACT #: BP 1206-01

CONTRACT DATES: 11/30/03 - 11/30/06

BUYER: JOHN BURKE
PHONE: 585-753-1122
FAX: 585-753-1104

VENDOR: BROTHERS COLLISION, INCORPORATED
1579 BRIGHTON – HENRIETTA TL ROAD
ROCHESTER, NEW YORK 14623

PHONE: 424-4733
FAX: 424-2751

TERMS AND CONDITIONS

- BID ITEM:** **COLLISION AND BODY REPAIR FOR CARS, VANS AND LIGHT TRUCKS UP TO 3 TONS**
- FOR:** ENVIRONMENTAL SERVICES
- DUPLICATE COPIES:** PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.
- QUANTITIES:** The quantities listed are the estimated annual quantities for Monroe County and should not be construed to represent guaranteed maximum or minimum quantities to be purchased. All unit prices bid will be extended for the actual number of units purchased during the contract term.
- DELIVERY:** All deliveries will be F.O.B. destination as outlined in the attached technical specifications and as specified by a purchase order.
- SPECIFICATION ALTERATIONS:** Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. **Only formal written addenda can materially alter this set of specifications.** No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.
- METHOD OF AWARD:** Monroe County will award a contract to the **LOWEST RESPONSIVE AND RESPONSIBLE BIDDER based on the TOTAL BID.** Bidder must meet the terms of the specifications. Monroe County reserves the right to reject any or all bids if the Purchasing Manager deems said action to be in the best interest of Monroe County.
- CONTRACT TERM:** This contract will be in effect from the date of award through November 30, 2002, with the option to renew for up to four (4) additional one (1) year terms at the mutual consent of both parties.
- PRICE CHANGE ALLOWANCE:** Price changes may be proposed by either party no later than forty-five (45) days prior to contract renewal based upon industry price trends. Should price changes not be acceptable to both parties, the contract will not be renewed. Prices may change only once per year, at the time of renewal.
- SECURITIES AND INSURANCE:** Any Certificates of Insurance, Bonds, or other forms of security required by this bid are to be submitted to the Purchasing Manager no later than ten (10) normal business days following the date of notification of award. Documents must be received by the close of business, 5:00 PM, on that day. Bonds and insurances must be written by companies licensed to do business in New York State, and must be on a form acceptable to Monroe County.
- Failure to adhere to this may result in the award being rescinded and awarded to the next lowest bidder, or being rebid, whichever is determined by the Purchasing Manager to be in the best interest of Monroe County.
- BILLING PROCEDURE:** All invoices for items/services sold any agency as a result of this contract must be billed in the following manner:
- Specify: 1) Purchase order number
 - 2) Unit prices and extensions
 - 3) Vehicle information

INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT

UNCONTEMPLATED PURCHASES:

Monroe County reserves the right to request separate bids for such quantities of items that may be best procured via separate public bid offering and to otherwise act in furthering its own interests.

INDEMNIFICATION:

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees, or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

ADDITIONAL ITEMS:

Monroe County reserves the right to add related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or his designee.

QUALIFIED BIDDER:

Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, references and performance of similar contracts. **The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to his ability to perform.**

SUBMITTAL OF BID PROPOSAL:

Bid proposal must be legible and submitted in the original form bearing an original signature. **COPIES AND FACSIMILES ARE NOT ACCEPTABLE.**

All bidders must submit proof that they have obtained the required workers' compensation and disability benefits coverage or proof that they are exempt.

DAMAGES:

Any damages found by the County to be the direct result of the Contractor's performance under this contract will be the responsibility of the Contractor.

CONTACT:

Questions can be directed to Gordon Weller Environmental Services, 585-760-7610 Ext. 7012.

EXCEPTION:

Any exception to this bid must be in writing and attached to the proposal sheet.

BP #1206-01

**COLLISION AND BODY REPAIR
FOR CARS, VANS AND LIGHT TRUCKS
UP TO 3 TONS**

TECHNICAL SPECIFICATIONS

GENERAL

1.00 SCOPE:

Monroe County Department of Environmental Services is seeking a qualified Contractor to perform auto collision and body repairs on cars, vans and light trucks. The work to be done under this contract and in accordance with this specification consists of all or partial repairs needed as a result of accidental damage and /or corrosion blemishes. The awarded Contractor will be responsible to see that all awarded work is completed to a professional level.

1.01 QUALIFICATIONS:

The Contractor will be a New York State Regulated Repair Shop. The Contractor will be in compliance with all OSHA, DEC and EPA laws and regulations regarding operation of a Collision Repair Shop.

1.02 ESTIMATE LOCATION:

If a vehicle can be driven, the County will bring the vehicle to the Contractor's location for an estimate. If a vehicle cannot be driven, the Contractor will go to the location where the vehicle is, to give an estimate. If a vehicle needs to be raised for inspection, when the estimate is performed at the County's location, the County will raise the vehicle.

1.03 REPAIR ESTIMATE:

All repair estimates shall reflect parts and labor time using the current issue of Motor Crash Guide, and the awarded Contractor's labor rates and parts multiplier. There will be no additional charge to Monroe County for preparation of estimates or for Contractor's travel time for an estimate. The Contractor shall recommend if repairs are economically feasible. The County shall give authorization for any repairs based on the estimate and recommendation.

1.04 HIDDEN DAMAGE:

If any Hidden Damage (damage that is not visible during the preliminary estimate) the Contractor will stop work and notify the County of any additional repair cost (Hidden Estimate). If the new repair cost, Preliminary Estimate and Hidden Estimate, exceeds that which the County is willing to pay, the Contractor will be advised as to what to do with the vehicle and will be paid for tear down time.

1.05 AUTHORIZATION OF WORK:

Monroe County will issue a Purchase Order (P.O.) for each vehicle repair. The P.O. will be issued for the work the County wants done. Most repairs will be completed in accordance to the original Preliminary Estimate. However, the County may choose to have the Contractor repair only a portion of the work needed and listed on the Preliminary Estimate. The Preliminary Estimate sheet shall be revised and a P.O. will be issued to its contents.

1.06 HAZARDOUS MATERIAL:

Any hazardous material generated from repairs of the vehicle will be the responsibility of the Contractor to dispose of, and shall be disposed in accordance with all Federal, State and Local regulations. The charge for hazardous material disposal shall not exceed the insurance company's standard fee of \$2.50 per repair.

2.00 SERVICE DESCRIPTION:

The service shall consist of all material, equipment and labor necessary to repair or replace damaged items and /or conditions on cars, vans and light trucks. All County owned equipment has a visible County Identification Number.

2.01 DELIVERY AND PICK UP:

The County will deliver (either by driving or towing) vehicles to and will pick them up from the Contractor when work is complete.

2.02 PARTS:

- 1) The Contractor will use OEM parts, only when requested by the County. At its discretion, the County may choose to supply parts for specific jobs. In this case, the estimate sheet will be adjusted and the P.O. will reflect the obligation of the Contractor.
- 2) All paint, thinners, solvents, etc., used must be lead free.

2.03 SCHEDULING AND COMPLETION OF WORK:

Estimates will be made within three (3) workdays of the County's request. Repairs will begin within two (2) weeks of receipt of parts by the Contractor. The vehicle must be completely repaired and ready for pick up by the date/time shown on the estimate, unless an alternate date/time is mutually agreed upon between the Contractor and an authorized County employee.

2.04 VEHICLE CONDITION AT RETURN

- 1) The vehicle must be completely repaired as specified on the repair estimate.
- 2) The inside and outside of the vehicle must be cleaned of all dirt, dust and debris resulting from damage and subsequent repair of damage, in particular any paint overspray.

BP #1206-01

**COLLISION AND BODY REPAIR
FOR CARS VANS AND LIGHT TRUCKS UP TO 3 TONS**

PRICE SHEET

ITEM	DESCRIPTION	UNIT PRICE
1.	LABOR RATE PER HOUR – SHEET METAL REPAIR	\$ 35.00/HOUR
2.	LABOR RATE PER HOUR – MECHANICAL REPAIR	\$ 49.00/HOUR
3.	HAZARDOUS MATERIALS CHARGE (ONE CHARGE PER REPAIR)	\$ 2.50/EACH
4.	REPAIR PARTS – DISCOUNT OF 0% OFF LIST PRICE	

MONROE COUNTY PURCHASING Vendor Performance Survey

Contract Title:

Contract Number:

Vendor:

Please rank the vendor performing the contract specified on a scale from "1" to "10" with "1" being poor, "5" average and "10" excellent. Please include any additional comments or suggestions in the space provided below. Monroe County Purchasing appreciates your input.

	Poor				Average					Excellent
	1	2	3	4	5	6	7	8	9	10
Item(s) supplied met specifications										
Product provided value (taking into account price, quality, etc.)										
Timeliness of delivery										
Completeness and accuracy of order										
Ability to contact representatives of vendor when needed? (If unavailable was call back prompt?)										
Invoices received promptly and accurately										
Recommendations received from the vendor (i.e. product information, cost saving strategies, ideas for better use of resources, etc.)										

Survey Completed by:

Name:

Title:

Agency:

Telephone: _____ Fax:

E-mail:

Please submit this survey to Monroe County Purchasing via e-mail.