

COUNTY OF ROCKLAND
Department of General Services
Purchasing Division

Contract Award Notification

Title: **Automotive Glass-Replacement & Repair for Automobiles, Trucks & Equipment**

Contract Period: November 7, 2020 through November 6, 2021 w/3-1 year options
Extended through November 6, 2022 w/ 2-1 year options, Extended
through November 6, 2023 w/ 1 year option
(New Vendor) August 23, 2023, thru November 6, 2023, w/ 1 year option

Original Date of Issue: October 16, 2020

Date of Revision: **August 24, 2023**

BID No: RFB-RC-2020-088

Catalog: Automotive

Authorized Users: County Agencies, All Political Subdivisions
Address Inquiries To:

Name: Richard Ryan
Title: Purchaser II
Phone: 845-364-3817
Fax: 845-364-3809
E-mail: ryanri@co.rockland.ny.us

Description

This contract is for Replacement and Repair of Automotive Glass for Autos, Trucks & Eqpt.

Contract #	Vendor Number	Contractor & Address	Telephone No.
BID 20-088	0000024640	AMG Group, Inc. (DBA American Mobile Glass) 17 Cannon Hill Drive New Hampton, NY 10958 Contact: Patrick McKernan patrickm@amglass.com	845-381-1581 FAX: 845-239-4184
SOLD TO DRIVEN BRANDS			
BID 20-088-A	0000028240	Driven Brands Holdings, Inc. d/b/a AGN Glass, LLC (Auto Glass Now) 17 Cannon Hill Drive, Ste. 100-200 New Hampton, NY 10958 Contact: Angelica Cabal angelica.cabal@drivenbrandsshop.com	845-303-5590

COUNTY OF ROCKLAND DGS – PURCHASING DEPARTMENT BLDG. A, 6TH FLOOR, 50 SANATORIUM ROAD POMONA, NY 10970 TELEPHONE NO.: 845-364-3820 FAX NO.: 845-364-3809							
LINE NO.	DESCRIPTION	ITEM NUMBER	UNIT of MEASURE	ESTIMATED QUANTITY	UNIT COST	EXTENDED COST	VENDOR
1	WINDSHIELDS, DISCOUNT Percent Discount shall be entered as a whole number EX: 10% = 0.10	92846000009	Percent Discount	\$12,000.00	75% <u>% Discount</u>	\$3,000.00	Driven Brands Holdings, Inc.
2	FLAT LAMINATED DISCOUNT Percent Discount shall be entered as a whole number EX: 10% = 0.10	92846000010	Percent Discount	\$2,000.00	90% <u>%Discount</u>	\$200.00	Driven Brands Holdings, Inc.
3	CURVED TEMPERED GLASS DISCOUNT Percent Discount shall be entered as a whole number EX: 10% = 0.10	92846000011	Percent Discount	\$3,000.00	75% <u>% Discount</u>	\$750.00	Driven Brands Holdings, Inc.
4	FLAT TEMPERED GLASS DISCOUNT Percent Discount shall be entered as a whole number EX: 10% = 0.10	92846000012	Percent Discount	\$2,000.00	90% <u>%Discount</u>	\$200.00	Driven Brands Holdings, Inc.
5	INSTALLATION KITS, WINDSHIELD IF REQUIRED	07597000001	Each	10	\$80.00	\$800.00	Driven Brands Holdings, Inc.
6	INSTALLATION KITS, OTHER GLASS	07597000002	Each	10	\$0.00	\$0.00	Driven Brands Holdings, Inc.
7	WINDSHIELD REPAIR SUPPLIES AND LABOR INCLUDED 1ST HOLE	92846000007	Each	10	\$10.00	\$100.00	Driven Brands Holdings, Inc.
8	WINDSHIELD REPAIR SUPPLIES AND LABOR INCLUDED 2ND HOLE	92846000008	Each	20	\$0.00	\$0.00	Driven Brands Holdings, Inc.
9	Labor Rates for Monday to Friday 8:00 AM to 4:00 PM	92846000001	Hour	80	\$80.00	\$6,400.00	Driven Brands Holdings, Inc.
10	Labor Rates for Nights, Weekends, and Holidays	92846000002	Hour	10	\$25.00	\$250.00	Driven Brands Holdings, Inc.
11	TOTAL PRICE FOR MATERIAL SUM OF ITEM #'S 1-10		TOTAL			\$11,700.00	Driven Brands Holdings, Inc.

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PURCHASES BY OTHER

LOCAL GOVERNMENTS, SCHOOL DISTRICTS, AND NON PROFIT AGENCIES

As per the New York State General Municipal Law, all political subdivisions of New York State are allowed to make purchases through the resulting contract(s). As per Rockland County Procurement Policy, Non Profit Agencies approved to participate in New York State's Contract Extension Program are authorized to make purchases through the resulting contract(s).

1. The County of Rockland shall make all contract award information available to other political subdivisions and non profit agencies through our website: www.rcpurchasing.com
2. Any other political subdivision or Rockland County non profit agency will issue purchase orders directly to vendors within the specified contract period referencing the County's contract and shall be liable for any payments due on such purchase orders; and shall accept sole responsibility for any payment due.
3. All purchases shall be subject to audit and inspection by the other political subdivisions and Rockland County non profit agencies for which the purchase was made.
4. No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
5. All Bidders shall be on notice that as a condition of the award of a County contract, the successful bidder shall accept the award of a similar contract with any other political subdivision in New York State and Rockland County non profit agencies authorized to use New York State's contracts, if called upon to do so. A listing of approved Rockland County non profit agencies is available on the Purchasing Division's website at www.rcpurchasing.com. The County, however, will not be responsible for any debts incurred by the participants pursuant to this or any other agreement.
6. Necessary deviations from the County's specifications in the award of a participant contract, whether such deviations relate to quantities, or delivery points shall be resolved between the successful bidder and the other political subdivisions and Rockland County non profit agencies.

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SPECIFICATIONS

1. SCOPE OF WORK

- 1.1. Rockland County is requesting bids from qualified businesses to establish a contractual source for providing glass replacement and repair work for County of Rockland owned automobiles, trucks, and equipment. The County of Rockland may choose to award to a back-up vendor who shall provide services when the primary vendor cannot respond in accordance with the requirements of the bid.

2. REQUIREMENTS

- 2.1. All glass furnished under this contract shall be new automotive safety type meeting or exceeding Federal, State, and Local requirements.
- 2.2. All glass must meet or exceed OEM specifications.
- 2.3. All glass must be installed in accordance with industry standards by qualified technicians.
- 2.4. All automotive and truck glass purchased under this contract shall meet National Auto Glass Specifications (NAGS).
- 2.5. All materials furnished under this contract shall be guaranteed for as long as the County of Rockland owns the vehicle. Any exception to this must be noted separately with the bid.
- 2.6. All hours, estimated costs, and quantities on the bid proposal pages are estimates to be used for evaluation purposes only. Actual amounts ordered may be more or less depending on the requirements of the County of Rockland.

3. DELIVERY

- 3.1. The County of Rockland requires all work be performed by mobile units at various Rockland County locations unless arrangements have been authorized by the County of Rockland for in shop repairs.
- 3.2. Orders shall be delivered, installed and complete within one (1) business day after receipt of order.

4. EMERGENCY REPLACEMENT SERVICE

- 4.1. In case of emergency the successful bidder (s) will be required to perform service at night, weekends, and holidays. Emergency replacement service is required when vehicles are out of service due to an unexpected situation that demands immediate action.
- 4.2. Emergency replacement service is to be provided within eight (8) hours at a County of Rockland designated facility.
- 4.3. Should an emergency arise for material that is not available, the County of Rockland reserves the right to secure sufficient material and service from other sources to meet the immediate need without prejudice to the specifications of this Contract.

5. PAYMENTS / INVOICES

- 5.1. All labor and materials shall be invoiced and paid, as bid on the proposal pages.
- 5.2. Detailed description of all completed service work must accompany all invoices.

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- 5.3. The Contractor's invoice must list specifically the type of employee or laborer utilized and the number of man hours worked. The bidder agrees and hereby certifies that all labor hours billed on invoices and vouchers shall be for only those hours specified in the current NAGS calculation for each specific job.
- 5.4. Invoices for labor must be billed to the next quarter hour of actual time worked (example: 8:00 AM to 9:10 AM would be billed at 1 hour and 15 minutes). Invoices rounded to the next full hour will not be approved for payment.
- 5.5. The contractor shall invoice each purchase order separately. Each invoice shall contain the following:
- 5.5.1. Suppliers name
 - 5.5.2. Department name and address
 - 5.5.3. Service date
 - 5.5.4. VIN# and license numbers
 - 5.5.5. Detailed labor hours
 - 5.5.6. Item description and item number
 - 5.5.7. Net charges for glass replacement/repairs
- 5.6. County of Rockland issues payment to the vendor approximately thirty (30) days after receipt of merchandise and/or service and the correct original invoice.
- 5.7. Price variance from department to department will be cause for immediate termination of the Contract.
- 5.8. Documentation of material costs (invoices, etc.) of items greater than \$100 must be provided with Contractor's invoices.
- 6. CLEAN UP**
- 6.1. Broken glass and related debris shall be vacuumed from vehicle interiors. Windows shall be cleaned and excess sealer shall be removed. Clean up shall be included in the bid price.
- 7. WARRANTY**
- 7.1. The vendor warrants that all articles, materials, and service performed shall be consistent with manufacturer's specifications and will be free from defects.
- 8. PRICE LISTS AND ESCALATION**
- 8.1. Pricing submitted for materials shall be in the form of a discount from "list price". List price is defined as:
- 8.1.1. The price published in the most current NAGS calculation and all supplements published during the Contract period.
 - 8.2. Price increases reflected in newly published price lists shall be honored, however, the discount bid shall remain firm for the entire Contract period. No price change will be allowed unless the proper price lists are supplied in advance to the County of Rockland.

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- 8.3. If the Contractor expects to incur any additional costs not specified in the above paragraphs, he must submit a list of those items and corresponding charges or schedule with his bid. There will be no additional charge for delivery or mileage. No other costs except those placed in the bid proposal at the time the bid is submitted shall be evaluated, considered, or deemed acceptable charges by the County of Rockland. The Contractor further agrees that should it be determined by the County of Rockland that the Contractor is falsifying his invoices or partaking in fraudulent practices so as to reflect higher costs than actually incurred in the repair, this falsification of fraudulent practice shall be considered a material breach of the terms of the contract. Nothing herein shall be considered to limit the authority of the County of Rockland to prosecute any bidder or Contractor who violates the laws of the State of New York.

9. LABOR PRICING

- 9.1. In the space provided on the Bid proposal pages state the hourly rate to be used in the calculation of all labor charges.
- 9.2. The hourly rate bid shall remain firm for the first year of Contract.
- 9.3. Only the labor time specified in the current NAGS calculation for each specific job will be allowed.
- 9.4. No labor price escalation will be allowed during the initial term of this Contract. The proposed hourly rates shall remain firm through the first contract period with no wage adjustments allowed. If the County exercises any of the option years of the contract, Vendor may submit a request for adjustment on the yearly anniversary date of the contract. Any request for price adjustment(s) shall be submitted thirty (30) days in advance in writing to the Director of Purchasing. Any and all price adjustments will be limited to the percentage increase in the CPI Index – All Urban Consumers for the preceding 12 months. The County reserves the right to reject any request for price increase deemed excessive.
- 9.5. No travel time charges will be allowed.

10. PRICE BOOKS

- 10.1. The successful Bidder will be required to supply three (3) copies of the most current NAGS catalog and calculation within ten (10) days of notification of award. The Bidder will be required to submit any revisions to the aforementioned catalog and calculations as soon as available. Failure to do so may be cause for termination of Contract.

11. INSPECTION AND TERMINATION OF CONTRACT

- 11.1. The quality of service shall be subject to inspection by the designated representative of the County of Rockland at any time. Should it be found that the quality of the service being performed is not satisfactory, and that the specifications are not being met, the Director of Purchasing or his designee, may terminate the Contract, giving 30 days prior written notice.

12. AWARD

- 12.1. Award will be made to the lowest responsible Bidder meeting the requirements of this bid.
- 12.2. The County of Rockland reserves the right to use both primary and secondary suppliers (maximum of two awards) to meet the overall requirements of the County of Rockland.

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ADDITIONAL REQUIRED INFORMATION

Response Time: for field installation. 24 hours.

Delivery time in days for items not in stock: 3-5 days.

Hours of Operation: 7:30 AM - 5:00 PM

Monday through Friday 7:30 AM to 5:00 PM

Weekends Appt. only to Appt. only

If you are not the successful bidder as the prime supplier, would you be willing to serve as a standby (secondary) supplier under the terms and conditions and pricing of your bid?

Yes No

NAGS Catalog dated Upon request is being submitted with this bid.

NAGS Calculator dated Upon request is being submitted with this bid.

All estimated hours, costs and quantities are estimates for evaluation purposes only.