



CONTRACT DATA SHEET

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

TITLE: VEHICLE WINDSHIELD & GLASS REPLACEMENT

CONTRACT #: BP0415-25 (7700000317)

CONTRACT DATES: 6/01/25-5/31/27

BUYER: Phil DiFrancesco
PHONE: 585-753-1130
FAX: 585/-53-1104

VENDOR(S): FB Glass
1184 Emerson Street, Suite 1
Rochester, NY 14606
Phone: 585-441-1209
FAX: 585-348-2192

TERMS AND CONDITIONS

BID ITEM: VEHICLE WINDSHIELD & GLASS REPLACEMENT

FOR: Monroe County Fleet Maintenance

PURCHASING CONTACT: Phil DiFrancesco, (585) 753-1130; pdifrancesco@monroecounty.gov

The Buyer, identified above, is the sole point of contact regarding this Bid from the date of issuance until the bids are opened and the results made public.

Phil DiFrancesco
Monroe County Division of Purchasing
200 County Office Building
39 West Main Street
Rochester, NY 14614

Email: pdifrancesco@monroecounty.gov

All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later than noon (12:00 PM Eastern Standard Time) on **Friday May 2, 2025.**

All questions will be answered and documented in writing as an Addendum to the Bid. These will be sent out to all Bidders who received the original Bid no later than **Thursday May 8, 2025.**

DUPLICATE COPIES: **PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.**

BID INFORMATION: At the time of bid, the bidder shall supply detailed specifications covering the item(s) contained herein and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.

SUBMITTAL OF FORMAL PROPOSAL: Bid proposal must be legible and submitted in the original form, bearing an original signature. **EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.**

All bidders must submit proof that they have obtained the required Workers' Compensation and Disability Benefits Insurance coverage or PROOF that they are exempt. (Visit www.wcb.ny.gov for forms.)

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.

QUANTITIES:

The quantities listed are the estimated annual requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term. **Estimates are based upon usage by County Departments only.**

BRAND REFERENCE:

Any reference to a product by name or selection of specific price lists is done to establish the quality and performance characteristics required and to provide a standard price list by which discounts can be compared. Items of equal or better performance and quality will be considered. All bidders must take note that submission of a bid offering other than brand name products specified on the price list requires the following:

1. Clearly state manufacturer's price list number, price column to discount, as well as the discount for the product you are offering.
2. Alternate bids from price lists of other manufacturers must offer products which directly correspond and are exact replacements for those items originally referenced in the bid. Alternate price lists must provide a minimum coverage of 90% of the items requested in the bid. Appendix A will be used to determine if this percentage is met.
3. Include two (2) copies, at the time of the bid opening, of the alternate manufacturer's price list and catalog you are offering in your bid proposal.
4. Bidders offering an alternate manufacturer must provide direct cross-references on an item-by-item basis. Failure to do so may result in rejection of the bid. Bidders will have two business days to respond to a cross-reference request by Purchasing.
5. The acceptance of a bidder's alternate rests solely with Monroe County.

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, financial statements, 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 their ability to perform.** Monroe County reserves the right to reject any and all bids if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.

METHOD OF AWARD:

Monroe County intends to award a contract to the lowest responsible and

responsive bidder. **The lowest bid will be determined by applying discounts to price list column as indicated on the Discount Price Sheet. The County reserves the right to reject any and all bids** if the Purchasing Manager deems said action to be in the best interest of the County.

CONTRACT TERM:

Contract will start with the date of the contract award and run through **May 31, 2026**, with the option to extend the contract for up to four (4) additional twelve (12) month terms with the mutual consent of both parties. Discount to be firm throughout the term of the contract unless a better discount is negotiated at the time of any extension.

In the event a manufacturer releases a new price list during the contract term, the contractor must provide the County with two (2) copies of the updated price list and catalogs at least one (1) week prior to its taking effect. The County will honor the manufacturer's price list in effect at the time the order is placed, providing the County is in receipt of such price list.

PRICE CHANGES:

Price changes may be proposed by either party no later than forty-five (45) days prior to contract extension, based upon manufacturer price changes which must be supported with documentation. Should price changes not be acceptable to both parties, the contract will not be extended. Prices may change only at the time of extension.

MINIMUM ORDER:

No minimum order is specified for this contract. Agencies must be able to order as needed. **Political subdivisions and others authorized by law may participate in this contract.**

DELIVERY:

All deliveries to be F.O.B. Monroe County to agency as specified by a Purchase Order. Delivery built into the unit prices bid. The County reserves the right to terminate the contract in the event delivery time is not met.

The County reserves the right to terminate the contract in the event the specified delivery time is not met.

**PURCHASE ORDER
ISSUANCE:**

Delivery of goods may be directed by the receipt of a Purchase Order only. **Items that are not part of this bid will not be paid for by Monroe County.** As to all purchase orders issued by Monroe County, exceptions may only be authorized, in writing, by the Purchasing Manager or her authorized agent prior to delivery.

**BILLING
PROCEDURE:**

All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, Stock or Catalog #, List Price, Discount, Extension and Total. **ALL INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.**

**WARRANTY
GUARANTEE:**

All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished

hereunder. As a minimum, Bidder shall warrant all goods for a period of one (1) year from date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

UNCONTEMPLATED PURCHASES:

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

SUBCONTRACT:

The Contractor shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager.

RELATED ITEMS:

The County reserves the right to add miscellaneous related items to this contract during the contract term upon agreement by both parties as to the price. Pricing must be consistent with contract. Approval must be given in writing by the Purchasing Manager or her Designee.

REPORT OF PURCHASE:

The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered, to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.

OTHER AGENCIES:

The Contractor(s) **must** honor the prices, terms and conditions of this contract with political subdivisions or districts located in whole or in part within Monroe County. In addition, the contractor may, but is not required to, extend the prices, terms and conditions of this contract to any other political subdivision or district. Usage of this contract by any of these other political subdivisions or districts will have to be coordinated between that subdivision or district and the contractor. Orders placed against this contract between any subdivision or district will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

WAGE RATES:

Contractor agrees to comply with the provisions of New York State Labor Law relating to the payment of prevailing wage rates to the extent that such Rules may be applicable to the Contractor. Wage rates may be obtained at www.labor.state.ny.us.

SECURITIES AND INSURANCE:

Any Certificates of Insurance, Bonds, or other form of security required by this bid are to be submitted to the Purchasing Manger 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.

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 interests of Monroe County.

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.

**EQUAL PAY
CERTIFICATION:**

Prior to the execution of this Agreement, the Contractor shall submit to the County an Equal Pay Certification ("Certification") affirming the Contractor's compliance with the Federal Equal Pay Act, 29 USC § 206 and New York State Labor Law §194, as amended from time to time ("Equal Pay Laws"). As set forth in the Certification, the Contractor's violation of one or more of the Equal Pay Laws or its filing of a false or misleading Certification during the term of this Agreement may constitute grounds for the County in its sole discretion to immediately terminate the Agreement and for determining the Contractor to be not qualified to participate in future Monroe County contracts.

BP0415-25
VEHICLE WINDSHIELD & GLASS REPLACEMENT
SPECIFICATIONS

DELIVERY LOCATIONS: Fleet Maintenance
145 Paul Road
Rochester, New York 14624-5138

Sheriff's Fleet Maintenance
145 Paul Road
Rochester, New York 14624-5138

RESPONSE TIME: The Contractor will be required to arrive at the job site within three (3) hours of receipt of a service call from County personnel.

DEFINITION OF TIME: All services covered under this contract are expected to be performed during regular hours, Monday through Friday, 7 a.m. – 3:30 p.m.

SAFETY STANDARDS: All types of glass, urethane, and primer must be OEM approved and must meet all OEM standards. All technicians must be certified to work with the OEM products used.

PRICE CHANGES: Upon notification of award, the contractor must submit to purchasing two (2) copies of the current manufacturer's price list(s). The price list(s) can be in print, diskette, or CD-ROM, readable by the County of Monroe without the need to purchase additional software. Department or Agency requests for price lists must be honored by the Contractor, when feasible. In the event the manufacturer releases a new price list during the contract term, the Contractor must provide the Monroe County purchasing manager two (2) copies of the updated price list at least one (1) week prior to its taking effect under this contract. The Contractor must receive written approval of the new price list from purchasing prior to its being used for billing.

The discount must remain firm through the term of the contract unless a better discount is negotiated at the time of any renewal. The discount bid applies to the entire price list as specified unless otherwise noted by the bidder in this original proposal.

SPECIFIED PRICE LIST(S): The price list(s) specified in this bid is being bid in its entirety (unless otherwise noted) is believed by Monroe County to be the most current manufacturer's price list(s). The price list(s) will be used as a point of reference for discount comparison in the contract award. If, however, a bidder wishes to submit a more updated version of the same price list, which may have become available by the bid opening date, he may do so. The bidder must understand that his discount(s) bid will be based on the specified price list(s). Any more recent list(s) submitted with their bid will be honored immediately upon award of the contract to bidder.

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 (ie. 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.