

COUNTY OF YORK, VIRGINIA
INVITATION FOR BIDS (IFB)

Issue Date: November 1, 2016

IFB #: 2015

Title: **Automotive Body Damage Repairs: Annual Contract**

Classification Code: 92800

Issuing Agency:

County of York, Virginia
Central Purchasing
120 Alexander Hamilton Blvd
P.O. Box 532
Yorktown, Virginia 23690

Using Agency And/Or Location
Where Work Will Be Performed:

Public Works Department
Vehicle Maintenance Division
201 Operation Drive
Yorktown, Virginia 23692

Sealed Bids Will Be Received Until **3:00 PM on TUESDAY, NOVEMBER 15, 2016.**
At Which Time They Shall Be Opened In Public.

All Inquiries For Information Should Be Directed To: Louise Stokes, CPPB, Senior Buyer,
Central Purchasing Office, Telephone: (757) 890-3680; Email: stokesle@yorkcounty.gov

SEND BIDS DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

In Compliance With This Invitation For Bids And To All The Conditions Imposed Herein, The
Undersigned Offers And Agrees to Furnish The Materials Described At the Prices Indicated
In Section 14.0.

Name and Address of Firm:

Date: _____

By: _____

Signature in Ink

Title: _____

Print/Type Name: _____

Telephone No.: _____

Federal Tax ID#: _____

Facsimile No.: _____

State Corp. Commission (SCC) NO. _____

E-mail: _____

1.0 PURPOSE:

It is the express intent of this formal Invitation For Bids (IFB) to establish an annual contract with a qualified Contractor to provide **Automotive Body Damage Repairs** for the County of York, Virginia (hereinafter the "Owner"), Department of Public Works, Vehicle Maintenance Division beginning January 2, 2017 and ending December 30, 2017. The Owner intends to issue a one-year contract, which may be extended at the Owner's option for as many as four (4) additional one year periods.

2.0 SCOPE OF WORK:

To provide all automotive accident damage body repair services and related mechanical repairs for the Division of Vehicle Maintenance. The Owner's intent is to award this contract to a business located conveniently to the Owner's vehicle facility. The Owner prefers the Contractor have an established business located within 10 miles of the Owner's Division of Vehicle Maintenance facility located at 201 Operations Drive, Yorktown Virginia and be in full compliance with all City/County ordinances regarding business licenses, as applicable.

3.0 SPECIFICATIONS AND REQUIREMENTS:

3.1 General:

The Contractor shall be responsible for making general body and required mechanical repairs related to accidents and vandalism to Owner's owned or maintained vehicles or equipment. Repairs shall be done in accordance with generally accepted repair techniques, but shall in all cases be completed in a manner satisfactory to the Owner's Division of Vehicle Maintenance.

3.2 Estimates:

In all cases, repairs shall only be authorized by, and compensated for to the extent as specified in a written Damage Repair Estimate (the "estimate") to be provided to the Owner by Contractor for each required repair. Estimates may be subsequently amended by Contractor as required for hidden damages, but only with prior written approval by the Owner or, at the Owner's option, by the Owner's automotive insurance carrier.

3.3 The Work:

3.3.1. Repair work shall not commence until Contractor has received a purchase order number from the Owner. The Owner's representative for repair authorizations, modifications, approvals, and acceptance of all Contractor work as provided under this contract shall be the York County Fleet Manager.

3.3.2. Accident related damages discovered by Contractor subsequent to completion of the estimate and which were omitted from the estimate (hereafter "hidden damages"), shall be reported to the Owner to obtain written authorization to make such additional repairs. Contractor shall cooperate with requests made by Owner's or Owner's insurance carrier for additional inspections, verification and damage evaluations as may be required to confirm the extent of hidden damages.

- 3.3.3 Quality of the completed work for fit, finish, sheet metal work, overall painting and patching must be acceptable to the Owner. The standard applied shall be that: (1) repaired surface area will not be noticeably different from the rest of the vehicle in color, fit, or finish; (2) repair materials and parts shall be new unless alternative "after-market" or used parts were specifically approved by Owner in writing; (3) all body and repair parts or materials used in the repairs must be certified by their manufacturer as meeting Original Equipment Manufacturer's [OEM] specifications; (4) the newly color painted or clear-coated area will be properly primed, sanded, smooth, free of dust, pits, sags, runs or blemishes; (5) the paint shall be completely buffed and blended with the old paint at the edges; and (6) there shall be no paint over-spray.
- 3.3.4 All repair parts and all body parts and components shall be of Original Equipment Manufacture (OEM) unless otherwise specifically allowed for by the estimate. When non-OEM parts are approved for use, such parts must be certified by the Certified Auto Parts Association (CAPA) and warranted by Contractor as being equal in kind and quality in terms of fit, performance and overall quality to the original manufacturer parts they are replacing. Used parts or parts obtained from auto salvage yards are permitted only when authorized by the Owner in writing.
- 3.3.5 Contractor's hourly labor estimates for work required to make repairs shall be based upon and supported by standard reference publications generally recognized for use by the body repair industry, such as Mitchell's or Motor's Collision Repair manuals. Contractor shall state reference publication to be used see Section 14.6.
- 3.3.6 Rework of mechanical or body-work repairs or correction of flaws in workmanship made in accordance with the estimate shall be guaranteed by Contractor. Body work and paint repairs shall be guaranteed for a period of not less than two (2) years or longer as offered by Contractor. Materials and repair parts used for repairs shall also be guaranteed by Contractor to a value equal to 100% of the then current OEM replacement cost and required labor to make the re-repair, for a period of not less than ninety (90) days from acceptance of the repair work by Owner.
- 3.3.7. Out of service time due to repairs is important to the Owner, and Contractor shall agree to give priority to repair of the Owner's owned vehicles. Out of service time shall be tracked by the Owner after vehicle has been released to Contractor and shall be a major factor when considering contract extensions. Accident damage repairs shall be completed within 21 calendar days from date of vehicle release to Contractor by the Owner. Estimated completion time shall be furnished with every estimate. Failure to meet those completion times will be a criteria for renewal of the contract. Release of vehicle to Contractor by the Owner shall be evidenced by Contractor's physical receipt of vehicle and purchase order number. Upon Contractor's request and documentation, the Owner may allow Contractor reasonable additional time to complete repairs for previously hidden damages or regional non-availability of repair parts.
- 3.3.8. The Owner at its option may elect to provide required repair parts to Contractor. The cost of such parts as identified per the estimate shall not be billed to the Owner by the Contractor and shall be noted as an offsetting credit on Contractor's invoice. Contractor shall not be required to warranty the Owner's provided parts or labor required for rework due to failure of the Owner's provided parts.

- 3.3.9. Contractor will be responsible for transporting damaged but operational vehicles from 201 Operations Drive to the repair facility and return the vehicle upon completion of the repairs at no additional charge. The Contractor will also have the capability to be on call twenty-four (24) hours seven (7) days a week to tow inoperable vehicles to the Contractors repair facility.
- 3.3.10. Contractor shall be liable for security and safekeeping of the Owner's vehicles to include attachments, components, emergency signal equipment and radios when left with Contractor for repairs.
- 3.3.11. Owner shall be responsible for removal of emergency signal equipment if required by Contractor in order to make repairs.

4.0 SPECIAL TERMS AND CONDITIONS:

- 4.1 Contractor must maintain records and comply with all applicable EPA and OSHA requirements governing auto body repair. Records of all hazardous waste removal shall be made available to Owner or its assigned agents. Failure to comply will be reason for termination of this contract.
- 4.2 Contractor must respond to Vehicle Maintenance facility to provide a written estimate within 24 hours of request.
- 4.3 Contractor must maintain adequate equipment so as to be able to make all general mechanical and body repairs.
- 4.4 All sublet contractors must be approved in writing by the Vehicle Maintenance Division of Public Works.
- 4.5 For questions relating to this Invitation for Bid (IFB) contact the Fleet Manager, Ron Henley call (757)890-3846 or email ronald.henley@yorkcounty.gov

5.0 GENERAL TERMS AND CONDITIONS

Applicable Policy:

This solicitation is subject to the provisions of the County of York, Virginia, Procurement Policy (Ordinance No. 12-13[R] effective September 19, 2012), and any revisions thereto.

5.1 MANDATORY USE OF FORM:

All responses to an Invitation for Bid (IFB) must be submitted on and in accordance with this form. If more space is required to furnish a description of the good and/or services offered or delivery terms, Bidder may attach a letter hereto which will be made a part of the bid. All bids must be submitted in a sealed envelope plainly marked with the IFB number, date and time of bid opening.

5.2 OPENING DATE/TIME:

Bids and amendments thereto, or withdrawal of bids submitted, if received by Owner after the date and time specified for the scheduled bid opening, will not be considered. It will be the

responsibility of Bidder to see that its bid is in the Purchasing office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Phone or telegraphic bids (including FAX) will not be accepted.

5.3 INCONSISTENCIES IN CONDITIONS:

In the event there are inconsistencies between the General Terms and Conditions and the Special Terms and Conditions, if any, and/or other schedules contained herein, the latter two shall take precedence.

5.4 CLARIFICATION OF TERMS:

Questions about the specifications or other solicitation documents, should be directed to the buyer whose name appears on the face of this solicitation. Any revisions to the solicitation will be made only by written addendum issued by the Owner.

5.5 TESTING/INSPECTION:

Owner reserves the right to conduct any test or inspection it may deem advisable to ensure that goods and services conform to the specifications.

5.6 INVOICES:

Invoices for goods or services ordered, delivered and accepted shall be submitted directly to the 'INVOICE TO:' address shown on the purchase order or contract. All invoices shall show the Contract number and/or purchase order number. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. However, this shall not affect offers or discounts for payment in less than thirty (30) days.

5.7 DEFAULT:

In the event of a default by Contractor, the Owner reserves the right to procure the goods and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby. If, however, public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.

5.8 ETHICS IN PUBLIC CONTRACTING:

By submitting its bid, all Bidders certify that its bid is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with its bid, and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

5.9 ANTI-DISCRIMINATION:

By submitting its bids or proposals, Bidder certifies to the Owner that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair

Employment Act of 1975, as amended, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions of a. and b. below apply:

- a. During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractor, in all solicitations for advertisements for employees placed in behalf of Contractor, will state that Contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- b. Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- c. In accordance with §2.2-4343.1 of the Code of Virginia, et. seq., the Owner shall not (i) discriminate against a faith-based organization as defined in Code of Virginia section 2.2-4343.1(B) on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of section 2.2-4343.1 the Code of Virginia, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

5.10 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

Bidder certifies that it does not and will not during the performance of the Contract, violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

5.11 INDEMNITY AGREEMENT:

The following shall be deemed incorporated into any contract awarded as a consequence of this bid to the same extent as if fully set forth therein:

Contractor and all subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and Contractor shall indemnify Owner against and save Owner harmless from all claims, demands, and judgments made or recovered against Owner because of bodily injuries, including death at any time resulting there from, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the performance of the Contact whether or not due to any act of its or their employees, servants or agents and whether or not due to any act of omission or commission, including negligence, but excluding sole negligence, of Owner, its employees, servants, or agents.

Compliance by

Contractor with the insurance provisions hereof shall not relieve Contractor from liability under this provision.

Should Contractor, or any of its subcontractors use any of Owner's equipment, tools, employees, or facilities, such will be gratuitous and Contractor shall release Owner from and indemnify and save harmless Owner from and against any claims for personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence of Owner in permitting the use thereof.

5.12 SCC REGISTRATION REQUIRED:

If Contractor is organized as a stock or nonstock corporation, a limited liability company, a business trust, or a limited partnership, or is registered as a registered limited liability partnership, Contractor must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. If Contractor allows its existence to lapse, or its

certificate of authority or registration to transact business in the Commonwealth of Virginia to expire, or be revoked or cancelled, such will deemed an act of default enabling Owner to all remedies for default, including but not limited to revocation of this contract/agreement.

6.0 INSURANCE: (Revised 09/2011)

The Contractor shall carry insurance in the amount specified below, including the Contractual Liability assumed by the contractor and shall deliver certificates of insurance from carriers acceptable to the owner specifying such limits, along with a proper endorsement naming the "County of York, its Officers, Agents and Employees as Additional Insured, with primary status, without participation from the County's insurers" (on Form No. GL-20-10, or its equivalent) on

applicable policy(s). The provisions of this paragraph shall be deemed included in the contract as if fully set out therein.

Worker's Compensation and Employer's Liability

Coverage A - Statutory Requirement

Coverage B - \$100,000; \$100,000; \$500,000

Comprehensive Automobile Liability, including Owned, Non-Owned
Hired Car Coverage.

Limits of Liability - \$1,000,000 Per Occurrence Bodily Injury or
Property Damage.

Commercial General Liability

Limits of Liability - \$1,000,000 Per Occurrence Bodily Injury or
Property Damage.

Contractual Liability includes the Contractual liability assumed
hereunder.

Completed Operations Insurance, to remain in full effect until the
date of acceptance of the project by the Owner.

Umbrella Liability

Excess Liability over Employers Liability, Comprehensive
Automobile Liability and Commercial Liability policies.

Limits of Liability - \$1,000,000. Each Occurrence
\$1,000,000. Aggregate

7.0 INFORMATION FOR BIDDERS TO PROVIDE SERVICES:

- A. Award will be made to the lowest responsible and responsive bidder. The quality of the services to be supplied, their conformity with the specifications, their suitability to the requirements of the Owner, and the delivery terms will be taken into consideration in making the award.

- B. Cash discounts may be offered by bidder for prompt payment of bills, but such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.

- C. Acceptance of a bid by the Owner is not an order to proceed.

- D. Each bid is received with the understanding that the acceptance in writing by the Owner of the offer to furnish any or all of the services described therein, shall constitute a contract between the bidder and the Owner, which shall bind the bidder on his part to furnish and deliver the services quoted on at the prices stated and in accordance with the conditions of said accepted bid; and the Owner on its part to pay for, at the agreed prices, all services specified and delivered.
- E. All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections made in ink adjacent and must be initialed and dated in ink by person signing quotations.
- F. All bids must be signed with the firm name and be signed by an officer or authorized employee of the firm. In the case of a corporation, the title of the officer signing must be stated and each officer must be duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "member of the firm" or "general partner". In the case of a limited liability company, the bid must be signed by the manager (if any) or by a member.
- G. Verify your bids before submission as they cannot be withdrawn or corrected after being opened.
- H. If you do not bid, return this sheet and state reason. Otherwise your name may be removed from our mailing list.

8.0 TERMINATION OF CONTRACT:

Upon thirty (30) days written notice to Contractor, this agreement may be canceled by the Owner at any time when in the judgement of the Owner the product furnished, or service rendered, by the Contractor is not satisfactory. Such termination shall not be deemed a waiver of any rights of the Owner to damages for breach of contract.

9.0 CONTRACT EXTENSION:

Upon agreement of both parties, this contract is renewable and may be extended at the sole discretion of the Owner for up to four (4) additional one year periods as mutually negotiated following a thirty (30) day (approximate) notice prior to the expiration date.

10.0 CLAIMS:

Disputes and claims arising under this agreement shall be processed pursuant to Va. Code Section 15.2-1245 et. seq. The Owner shall give its final decision on any claim of the Contractor within sixty (60) days of the date the claim is submitted to the Clerk of the governing Board of Owner.

- 11.0 INVOICING AND PAYMENT. Payment by the Owner to Contractor for work specifically authorized and performed per the estimate and any supplements shall not be made until Owner's representative has accepted the repairs as satisfactory to the Owner and has signed the Contractor's completed repair order. Completed repair order shall be complete and considered

as invoice for Owner payment. Contractor's repair order shall have attached all vendor receipts for parts used in making the needed repairs, labor hours and receipts for related repair work which was sublet to others by Contractor. Payment to Contractor by the Owner for invoiced amount shall be made within 30 days from date of final acceptance of work. Payment to Contractor by the Owner for invoiced work may be withheld pending completion of Contractor warranted re-work. The Owner's payment for Contractor provided work shall not exceed the estimate and authorized supplements, less credits for any parts provided by the Owner.

12.0 PRICE ESCALATION/DE-ESCALATION:

Price adjustments for changes in the contractor's cost or transportation cost may be permitted. Requests for price adjustments for any other reasons will not be granted. Offers are submitted with the understanding that no price increases will be authorized for 365 calendar days after the effective date of the contract. Upward price adjustments may be permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the purchasing office as provided herein. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Owner.

The Contractor shall not give less than 30 days advance written notice of a price increase to the purchasing office. Any approved price change will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The Contractor shall document the amount and proposed effective date of the change in price. The price change must affect all accounts serviced by the contractor. Documentation shall be supplied with Contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Owner; and (2) verify the amount or percentage of increase which is being passed on to the contractor by others not under the control of the Contractor. Failure by the contractor to supply the aforementioned verification with the request for price increase will result in delay of the effective date of such increase. The purchasing office may make such verification as deemed adequate. However, an increase which the purchasing office determines is excessive, regardless of any documentation supplied by the contractor, may be cause for cancellation of the contract by the purchasing office. The purchasing office will notify using agencies and Contractor in writing of the effective date of any increase which is approved. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Contractor is further advised that price decreases which affect the cost of materials, labor, and transportation are required to be passed on to the Owner immediately. Failure to do so will result in action to recoup such amounts.

13.0 JOINT COOPERATIVE PROCUREMENT:

This solicitation is being conducted under the provisions of § 2.2-4304 of the Virginia Public Procurement Act (VPPA), "Cooperative Procurement", as stated, a public body may purchase from another public body's contract even if it did not participate in the Invitation for Bid (IFB), if the IFB specified that the procurement was being conducted on behalf of other public bodies.

If authorized by the Bidder(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms.

Any jurisdiction using such contracts shall place its own order(s) directly with the successful Contractor(s). The County of York acts only as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions.

It is the Contractor's responsibility to notify the jurisdictions of the availability of contract(s).

14.0 PRICING SCHEDULE:

The Bidder agrees to provide the requested services/installation and equipment for **Automotive Body Damage Repair** in compliance with the specifications, terms and conditions herein, as follows:

14.1 State Warranty Period and Limitations, if any for body and paint repairs and refinishing:

14.2 State Warranty Period and Limitations, for mechanical repairs.

14.3 State hourly labor rate for body-work repairs and refinishing:

\$ _____

14.4 State hourly labor rate for mechanical repairs:

\$ _____

14.5 State Contractor's markup for repair parts:

_____ %

14.6 State Contractor's reference for hourly labor repair estimate:

State price for painting the following vehicle classes (should include prep and taping time):

14.7 Crown Victoria \$ _____

14.8 Intermediate Car \$ _____

14.9 Full size Pick up \$ _____

14.10 Compact Car or Truck \$ _____

14.11 State maximum price for bumper cover repair, front or rear, on Crown Victoria, 2007-2011, include all paint and prep work \$ _____

14.12 State max price for bumper cover repair, front or rear, on Dodge Charger, 2007-2017, include all paint and prep work \$ _____

14.13 State the formula used for providing paint and supplies:

14.14 State the charge for removal of hazardous waste \$ _____

14.15 State percentage (%) of markup if any on sublet repairs _____%

14.16 State cost for towing service during normal business hours \$ _____

14.17 State cost for on call towing service \$ _____

15.0 CONTRACTOR DATA:

All Bidders shall supply the following information. This bid shall be awarded only to a responsible and responsive Bidder, qualified to provide the work specified. The Bidder must submit the following information with their bid. Failure to submit the following requested information may result in the Contractor's submittal being considered non-responsive.

Additional typewritten sheets may be attached to this form if necessary.

Years in Business

The Bidder has been in business supplying the type of service outlined in these specifications for:
_____ Years _____ Months.

Business Location:

The Bidder shall satisfy the purchasing official that he/she maintains a store or branch within 15 miles of 201 Operations Drive, Yorktown VA 23692, staffed with qualified personnel and equipment to perform the work as described. A site visit to your place of business may be optional.

Business Located: within 2.5 miles _____ within 5 miles _____ within 10 miles _____
within 15 miles _____ within 20 miles _____ (CHECK ONE)

15.1 References:

Three (3) references that list a brief description of the same type of work and requirements as specified. Bidders must only indicate customers they have worked with a minimum of one year.

Name of Firm, City, County or Agency: _____

Address: _____

Telephone _____

Contact: _____

Title: _____

Check the types of Services Provided: _____ General Engine Repairs _____ Body Work _____ Paint
_____ Transmission _____ Alignment _____ Frame work _____ Welding _____ Glass _____ AC
_____ Brakes _____ Exhaust _____ Upholstery

How long have you been providing these services: _____ Years _____ Months

Name of Firm, City, County or Agency: _____

Address: _____

Telephone _____

Contact: _____

Title: _____

Check the types of Services Provided: _____ General Engine Repairs _____ Body Work _____ Paint
_____ Transmission _____ Alignment _____ Frame work _____ Welding _____ Glass _____ AC
_____ Brakes _____ Exhaust _____ Upholstery

How long have you been providing these services: _____ Years _____ Months

Name of Firm, City, County or Agency: _____

Address: _____

Telephone _____

Contact: _____

Title: _____

Check the types of Services Provided: _____ General Engine Repairs _____ Body Work _____ Paint
_____ Transmission _____ Alignment _____ Frame work _____ Welding _____ Glass _____ AC
_____ Brakes _____ Exhaust _____ Upholstery

How long have you been providing these services: _____ Years _____ Months

15.2 Certifications:

The Bidder shall identify any professional certifications that are maintained and currently valid.

Certification Name	Issue Date	Certificate#	Valid Through
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I Car Certification

Advanced I Car Certification

Certification Name	Issue Date	Certificate #	Valid Through
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Certification EPA rule 40 part 63			
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Certification HM-181/126F/215 49 CFR Training & Testing			
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15.3 Equipment:

The Bidder must identify equipment required to make all general mechanical and body repairs.

Approved Equal

Blow Therm 2000B Heated Down Draft Paint Booth

Yellow Jacked Frame Machine with Tran gauges

Bean Balancer 8.6

Zetamak RSM 2400 (Rim Straightener)

John Bean Visualiner (Alignment)

Bosch FWA 4630 (Alignment)

Hunter Road Force GSP 9700

AUTOMOTIVE BODY DAMAGE REPAIRS: ANNUAL CONTRACT

Agreement No: _____

This AGREEMENT made this ____ day of _____, 2017, by and between YORK COUNTY, VIRGINIA, hereinafter called "OWNER" and _____ hereinafter called "CONTRACTOR."

In consideration of the mutual promises contained herein, the parties agree as follows:

1. The term of this agreement will be January 2, 2017, through December 31, 2017. It may be renewed upon mutual agreement of both parties for four additional one year terms, but not beyond December 31, 2021.
2. During the term of this agreement, the CONTRACTOR will be responsible for automotive accident damage body repair services and related mechanical repairs in accordance with the terms and conditions of Invitation for Bid (IFB) No. 2015 dated _____, 2016, and the CONTRACTOR'S response thereto dated _____ 2016 ("response") both of which are hereby incorporated into and made a part of this contract as fully as if set forth herein.
3. The CONTRACTOR must meet all the specifications and requirements provided in Section 3.0 thru 3.3.11.
4. The CONTRACTOR must maintain records and comply with all applicable EPA and OSHA requirements governing auto body repairs. Records of all hazardous waste removal shall be made available to Owner or its assigned agents. Failure to comply will be reason for termination of this contract.
5. The CONTRACTOR must provide to Vehicle Maintenance facility a written estimate within 24 hours of request.
6. The CONTRACTOR must maintain adequate equipment to be able to make all general mechanical and body repairs.
7. The CONTRACTOR agrees to provide an itemized invoice after each repair to the Public Works Department, Vehicle Maintenance, 201 Operations Drive, P. O. Box 532, Yorktown, Virginia 23690, and to accept payment terms of Net 30 days.
8. CONTRACTOR and all SUBCONTRACTORS shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify the County, its officers, employees, and agents against and save them harmless from all claims, demands, and judgments made or recovered against them because of bodily injuries, including death at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the work, whether or not due to any act of his or their employees, servants or agents and whether or not due to any act of omission or commission, including negligence but excluding sole

negligence, of the County, its officers, employees, or agents. Compliance by the Contractor with the insurance provisions hereof shall not relieve Contractor from liability under this provision. Should Contractors or subcontractors use any of Owner's equipment, tools, employees, or facilities, such will be gratuitous and Contractor shall release the County, its officers, employees, or agents from and indemnify and save them harmless from and against any claims for personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence in permitting the use thereof.

9. ANTI-DISCRIMINATION In accordance with §2.2-4343.1 of the Code of Virginia, et. seq., the Owner shall not (i) discriminate against a faith-based organization as defined in Code of Virginia section 2.2-4343.1(B) on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of section 2.2-4343.1 the Code of Virginia, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

CONTRACTOR

BY: _____

PRINT NAME

TITLE: _____

STATE CORPORATION COMMISSION
(SCC) NO. _____

FEDERAL TAX ID NO.

YORK COUNTY, VIRGINIA

BY: _____
NEIL A. MORGAN
COUNTY ADMINISTRATOR

APPROVED AS TO FORM:

COUNTY ATTORNEY

DATE