



CONTRACT DATA SHEET

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

TITLE: AUTOMOTIVE PARTS

CONTRACT #: BP #0401-06 (SAP Contract #4700006214)

CONTRACT DATES: 5/01/2010 – 4/30/2011

BUYER: Phil DiFrancesco
PHONE: 585-753-1130
FAX: 585-324-4278

VENDOR(S): Nu-Way Auto Parts, Inc.
3760 West Henrietta Road
Rochester, NY 14623

CAHNGES AS FOLLOWS: Contract has been extended through APRIL 30, 2011
With the following addition: Timken Wheel Hub Bearings
(at jobber list less 25%).

Phil DiFrancesco
Buyer

XC: BP FILE
GREG H.
VENDOR

TERMS AND CONDITIONS

- BID ITEM:** AUTOMOTIVE PARTS & SUPPLIES
- FOR:** Fleet Maintenance Department
- DEPARTMENT CONTACT:** Melvin Rose, (585) 753-7572
- 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. **COPIES AND FACSIMILES ARE NOT ACCEPTABLE.**
- All bidders must submit proof that they have obtained the required **Worker's Compensation** and **disability benefits** coverage or proof that they are exempt.
- 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.
- 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 one or more contract(s) to the lowest responsive and responsible bidder(s) as determined by applying discounts to price list columns on the Discount Price Sheet. **The County reserves the right to award the bid as a whole or by Group or item, depending on whichever method results in the lowest overall cost to the County. Separate awards will be considered only when the price offered is great enough to offset the additional costs inherent to multiple contracts. Bidders are not required to bid on every Group included in the bid. 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 **April 30, 2007**, 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.

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. Deliveries must be made within **two (2) days** after receipt of purchase order number. 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 his 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 his 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, school districts, fire districts or other district or public authority located entirely or partly within Monroe County. Usage of this contract by any of these other political subdivisions or agencies or corporations will have to be coordinated between that subdivision or agency or corporations and the contractor. Orders placed against this contract between any subdivision or agency or corporation 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.

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.

Terms & Conditions-Term Contract-Price List-Multi Award.doc (8/03)

AUTOMOTIVE PARTS AND SUPPLIES

BP#401-06

DISCOUNT PRICE SHEET

<u>GROUP/ITEM</u>	<u>MANUFACTURER/ DESCRIPTION</u>	<u>PRICE LIST</u>	<u>COLUMN TO DISCOUNT</u>	<u>DISCOUNT</u>
<u>ELECTRICAL SYSTEM PARTS</u>				
1.	Cole Hersee Heavy Duty Electrical Products	2005-NJP	Jobber	10%
2.	Buss Fuses/Circuit Breakers/Related	Auto-J	Jobber	44%
3.	AC Delco Wire/Cable	16A-20	Jobber	15%
4.	Standard AC Delco Ignition/Emission Parts/Related	1A-20	Jobber	22%
5.	Standard AC Delco Heavy Duty Electrical Products	1A-20	Jobber	22%
6.	Tridon Flashers	H7901	Jobber	20%
7.	AC Delco Spark Plugs	41A-20	Jobber	15%
8.	Champion Spark Plugs	H9451	Jobber	42%
9.	Autolite Spark Plugs	PS-SP-A2061B	Jobber	26%
10.	Cardone Remanufactured Electrical Motors	40-606B	Jobber	25%
11.	Cardone Remanufactured Distributors	30-405B	Jobber	25%
12.	Motorcraft Electrical Parts	MC10P	Jobber	10%
13.	Motorcraft Spark Plugs	MC10P	Jobber	10%
14.	Motorcraft Wire & Cable	MC10P	Jobber	10%

CHASSIS PARTS

1.	Moog Chassis Parts	3450	Jobber	15%
2.	Cardone Remanufactured Constant Velocity Drive Axles	60-206B	Jobber	25%
3.	Motorcraft Chassis Parts	MC10P	Jobber	10%

COOLING AND HEATING PARTS

1.	Stant Cooling and Heating Parts	J-243	Jobber	19%
2.	AC Delco A/C Parts and Tools	15A-20	Jobber	16%
3.	AC Delco Thermostats & Caps (Gas, Oil Filler, and Radiator)	12A-20	Jobber	5%
4.	AC Delco Water Pumps - New & Remanufactured	26A-20	Jobber	25%
5.	Cardone Remanufactured Water Pumps	58-406B	Jobber	25%
6.	Motorcraft Air Conditioning Parts	MC10P	Jobber	10%
7.	Motorcraft Thermostats, Caps & Gaskets	MC10P	Jobber	10%
8.	Motorcraft Water Pumps	MC10P	Jobber	10%

HOSE CLAMP AND FITTINGS

1.	Edelman – Partsmaster Fittings, Hose & Tubing/Brake Lines	H9051	Jobber	10%
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BRAKE PARTS

1.	Wagner Pads and Shoes	H5754	Jobber	37%
2.	Cardone Remanufactured Loaded Disc Brake Calipers	16-905PB	Jobber	25%

3.	Cardone Remanufactured Master Cylinders	10-804B	Jobber	25%
4.	Cardone Remanufactured Disc Brake Calipers	18-804-B	Jobber	25%
5.	Cardone Remanufactured Power Brake Units	50-406B	Jobber	25%
6.	Motorcraft Brake Parts	MC10P	Jobber	10%

POWER STEERING PARTS

1.	Cardone Remanufactured Power Steering Components	20-406B	Jobber	25%
2.	Cardone Remanufactured Rack & Pinion	22-405B	Jobber	25%
3.	Motorcraft Steering Parts	MC10P	Jobber	10%

SHOP TOOLS AND SUPPLIES

1.	Champ Service Line	2200011	Jobber	12%
2.	Truflate - Alternate: Camel Air Line Accessories/Tire Hardware	CASJ-2005	Jobber	20%
3.	Dorman Service Line	2600016 2600014 2600015	Jobber	12%
4.	Motormite Service Line	2600014 2600015 2600016	Jobber	12%

BP #0401-06
AUTOMOTIVE PARTS AND SUPPLIES PRICE AGREEMENT 4700006214
CONTRACT ADDITIONS

<u>GROUP/ITEM</u>	<u>MANUFACTURER/ DESCRIPTION</u>	<u>PRICE LIST</u>	<u>COLUMN TO DISCOUNT</u>	<u>DISCOUNT</u>
A.	ELECTRICAL SYSTEM PARTS			
12.	Standard Electric Wiring	H11052	Jobber	30%
13.	AC Delco Ignition Equipment	1A20	Jobber	22%
14.	AC Delco Rebuilt Starters & Alternators	1A20R	Jobber	23%
15.	Wagner Automotive Lighting	WL103N	Jobber	52%
B.	CHASSIS PARTS			
3.	AC Delco Chassis Parts	45A20	Jobber	25%
E.	BRAKE PARTS			
6.	AC Delco Rebuilt Brakes Shoes & Linings	14A20	Jobber	30%
7.	AC Delco Brake Parts	14A20	Jobber	30%
H.	SHOCK ABSORBERS			
1.	Monroe Shock Absorbers	H9556	Jobber	28%
I.	MIRROR AND LAMPS			
1.	Peterson Mfg. Mirrors and Lamps		Jobber	25%

<u>GROUP/ITEM</u>	<u>MANUFACTURER/ DESCRIPTION</u>	<u>PRICE LIST</u>	<u>COLUMN TO DISCOUNT</u>	<u>DISCOUNT</u>
J.	BELTS AND HOSES			
1.	AC Delco Belts and Hoses	35A20	Jobber	25%
K.	WINDSHIELD WIPER PRODUCTS			
1.	Anco Windshield Wiper Products	H2056	Dealer	40%
L.	FUEL PUMPS			
1.	AC Delco New Fuel Pumps	43A20	Jobber	18%
M.	EXHAUST EQUIPMENT			
1.	Walker Exhaust Equipment		Jobber	28%
N.	SEALS			
1.	National/BCA Seals	440SB	Jobber	20%
O.	GASKETS			
1.	Fel-Pro Gaskets	700	Jobber	20%
P.	BEARINGS, BALL AND ROLLER			
1.	National/BCA Bearings, Ball and Roller	440SB	Jobber	24%
2.	Timken Wheel Hub Bearings		Jobber	25%

Q. UNIVERSAL JOINTS

1.	AC Delco			
	Universal Joints	45A20	Jobber	10%

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.