



CONTRACT DATA SHEET

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

TITLE: TIRES, TUBES AND REPAIR SERVICES

CONTRACT #: BP #0511- 02

CONTRACT DATES: 04/30/04 - 04/30/07

BUYER: John Burke
PHONE: 585-753-1122
FAX: 585-753-1104

VENDOR: TEAM TIREMASTERS PARMENTER, INCORPORATED
1800 ROUTE 14 NORTH
GENEVA, NY 14456

PHONE: 877-781-3449
FAX: 315-789-6938

TERMS AND CONDITIONS

- BID ITEM:** TIRES, TUBES AND REPAIR SERVICES
- FOR:** VARIOUS MONROE COUNTY AGENCIES
- DUPLICATE COPIES:** PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.
- SCOPE:** It is the intent of Monroe County to contract with one or more bidders to provide for the purchase of tires, tubes and/or tire repair services for on road and off road vehicles. These road side and/or in shop repair services include but are not limited to, replacement of flat tires, patching of damaged tires and changing tires on rims for medium and heavy duty on road trucks and for off road vehicles only. The Contractor will be responsible for providing Monroe County the most cost effective means of repairing the damaged tire(s). See the "Service Specifications" for more detail. There will be no repair services involved with the County's purchase of police, auto and/or light truck tires. When these tires are purchased, Monroe County personnel mount and balance them in house.
- QUANTITIES:** The quantities listed are the estimated annual requirements for Monroe County Departments only and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term. Estimates do not include purchases which may have been made by outside agencies. No minimum order is specified for this contract. Unit prices bid will be extended for the actual number of units purchased during the contract term.
- DELIVERY:** Deliveries must be F.O.B. destination as specified by a purchase order and must be made within three (3) days after receipt of an order. The Contractor must also be able to make over-the-counter deliveries of stock items as requested by an authorized Monroe County employee. The Contractor is responsible for unloading all items in a shipment.
- 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:** Brand reference is done in order to establish the minimum quality and performance characteristics required for each item. **ONLY PRODUCTS OF EQUAL OR BETTER PERFORMANCE AND QUALITY WILL BE CONSIDERED.** It will be at the County's discretion to determine if an alternate product is acceptable, based upon manufacturer literature, and, if applicable, sample testing. **THE PRODUCTS IN A BIDDER'S ALTERNATE BRAND PRICE LIST MUST CROSS REFERENCE TO THE SPECIFIED BRAND'S PRICE LIST FOR AT LEAST 90% OF THE PRODUCT LINE, AS GROUPED IN THIS CONTRACT. IF THE ALTERNATE BRAND OFFERED DOES NOT CROSS REFERENCE AT LEAST 90% THE COUNTY RESERVES THE RIGHT TO REJECT THE BID FOR THAT GROUP.**

BIDDER SUBMITTAL:

EACH BIDDER MUST SUBMIT WITH HIS BID TWO (2) COPIES OF THE MANUFACTURER'S PRICE LIST(S) USED IN CALCULATING HIS BID. ANY BIDDER OFFERING AN ALTERNATE MANUFACTURER MUST CROSS REFERENCE THE ALTERNATE MANUFACTURER INFORMATION (BRAND NAME, SIZE) FOR EACH TIRE LISTED ON THE PRICE SHEET(S). THIS CROSS REFERENCE MUST BE SUBMITTED ON A SEPARATE SHEET OF PAPER AT THE BID OPENING.

FLEET INSPECTION:

Prior to bidding, all bidders are strongly encouraged to inspect and/or to discuss Monroe County fleet vehicles and equipment with the following Fleet Supervisors:

- 1.) Melvin Rose Fleet Maintenance 585-274-7997
444 E. Henrietta Rd.
- 2.) Steve Wallace Fleet Maintenance – Airport 585-464-6819
1191 Scottsville Rd.
- 3.) Lt. Mike Radler Sheriff's Fleet 585-274-7777
444 E. Henrietta Rd.

METHOD OF AWARD:

Monroe County will award a contract to the **LOWEST RESPONSIVE AND RESPONSIBLE BIDDER based on the LOWEST GRAND TOTAL BID. Monroe County reserves the right to award the contract as a whole or on a group by group basis, depending on whichever method is in the best interest of Monroe County. Bidder must meet the terms of the specifications.** Monroe 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/
PRICE CHANGES:**

This contract will be in effect from the date of award through **April 30, 2003**, with the option to renew for up to four (4) additional one (1) year terms at the mutual consent of both parties. **The discount(s) bid must remain firm unless the tire manufacturer establishes new discounts. The new discount(s) will become effective with Monroe County only at the time of renewal of this contract. The discount bid applies to the entire group as specified unless otherwise noted by the bidder in his original proposal.**

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, MICROFICHE OR DISKETTE FORM. DEPARTMENTAL 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.

**SPECIFIED PRICE
LIST(S):**

The price list(s) specified in this bid 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 his bid will be honored immediately upon award of the contract to him.

SUBSTITUTIONS:

Should an approved manufacturer's product become obsolete during the term of the contract, the Contractor must provide to Monroe County an equivalent substitute product at the same or lower price of the obsolete contract item. The substitute product must meet with the approval of the Fleet Supervisor.

From time to time a Contractor may not have in stock the contract approved tire/tube to perform a repair. On an emergency basis only, equivalent substitute tires/tubes may be used by the Contractor to perform the repair; however, the substitute tire/tube must be approved by the Fleet Supervisor and must be billed at the same or lower price than the contract item. Excessive substitution could result in termination of the contract.

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 and/or request for quotation and to otherwise act in furthering its own interest.

WARRANTY:

All standard manufacturers' warranties will apply. At a minimum, the Contractor will guarantee all services for a period of one (1) year from the date of acceptance by Monroe County and the Contractor will be obligated to repair all defects in workmanship which are discovered or exist during said one (1) year period.

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.

PURCHASE ORDER ISSUANCE:

Delivery of goods and services may be directed by the receipt of a purchase order only. In addition, the Contractor may receive "blanket orders" which authorize the release of commodities or services contracted for up to the dollar value specified on the purchase order. In these instances the Contractor is prohibited from supplying items not on contract and is prohibited from substituting other items. **ITEMS SUPPLIED OR SERVICES RENDERED THAT ARE NOT ON CONTRACT WILL NOT BE PAID FOR BY MONROE COUNTY.** The above statement applies to all purchase orders issued by Monroe County.

QUALIFIED BIDDER:

Each bidder must be prepared to present satisfactory proof of his capacity to service Monroe County under this contract. Each bidder must allow the Purchasing Manager or his authorized designee to inspect the bidder's facilities prior to the contract award to verify his capacity. The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to his ability to perform under this contract. Since the services hereunder may be performed on confidential security vehicles, Monroe County reserves the right to reject any or all bidders who do not receive security clearance from the Monroe County Sheriff's Office.

BILLING PROCEDURE:

All invoices for items/services sold any agency as a result of this contract must be billed in the following manner, as they apply:

- LIST: 1) PURCHASE ORDER NUMBER
- 2) MANUFACTURER'S PART NUMBERS / DESCRIPTIONS
- 3) IDENTIFY VEHICLE SERVICED
- 4) FULL DESCRIPTION OF WORK PERFORMED
- 5) HOURS TO PERFORM WORK
- 6) LABOR RATES, UNIT PRICES AND EXTENSIONS
- 7) TIME OF DAY WORK WAS PERFORMED

INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.

OTHER AGENCIES:

The Contractor must honor the prices, terms and conditions of this contract with any and all municipalities, school districts, fire districts or other district or public authority within Monroe County. The Contractor must also offer the prices, terms and conditions of this contract to political subdivisions, fire companies or districts located entirely or partly within Monroe County. Orders placed against this contract between any subdivision or agency or corporation will be contracts solely between the Contractor 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 and any third party.

REPORT OF PURCHASE:

The Contractor must provide the County Purchasing Manager a written report of contract purchases within two (2) days of such a request. At a minimum this report will indicate the name of the municipality and/or district purchasing from this contract and the total dollar amount spent year to date. If feasible, the Contractor will also itemize or categorize the contract purchases, as requested by the Purchasing Manager.

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 P.M., on that day. Bonds and insurance must be written by companies licensed to do business in New York State, and on a form acceptable to Monroe County.

DAMAGES:

Any damages found to be the direct result of the Contractor's performance of services on any equipment in this contract will be the responsibility of the Contractor. Repair or replacement of the equipment by the Contractor will be required.

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.

EXCEPTION:

ANY EXCEPTION TO THIS BID MUST BE IN WRITING AND ATTACHED TO THE PROPOSAL SHEET.

BP #0511-02

SERVICE SPECIFICATIONS FOR MEDIUM AND HEAVY DUTY ON ROAD TRUCKS AND OFF ROAD VEHICLES ONLY

CONTRACTOR REQUIREMENTS:

The Contractor must have available a radio dispatch service on a twenty-four (24) hour, seven (7) day per week emergency basis to dispatch trucks for tire repairs. The Contractor will be required to make repairs at the problem site and/or in his own shop depending on the nature of the repair.

RESPONSE TIME:

The Contractor must have a repair service truck at the problem site within one (1) hour of receipt of the call from Monroe County personnel. **IF THIS RESPONSE TIME IS NOT ACCEPTABLE THE BIDDER MUST STATE AN ALTERNATE RESPONSE TIME IN THE PROPOSAL.** Monroe County reserves the right to reject a bid if the alternate response time is not acceptable.

HOURLY RATE:

THE CONTRACTOR WILL BE PAID ONLY FOR THE NUMBER OF HOURS ACTUALLY EXPENDED AT THE JOB SITE TIMES THE LABOR RATE PER HOUR AS BID. Overtime rate will be defined as time and one half of the hourly rate after eight (8) hours per day and on Saturdays (1.5 x labor rate per hour). Double time will be defined as double the hourly rate for Sundays and holidays (2 x labor rate per hour).

TIME CHARGES:

- a. A half (½) hour minimum time charge will be permitted for any service call (i.e. A Contractor on site for less than thirty (30) minutes will be paid for thirty (30) minutes).
- b. The time for each service call will be computed from the time of arrival to the time of completion of the service call at the job site. Monroe County will not pay for travel time.
- c. All time will be computed to the nearest quarter hour (i.e. A Contractor on site from 9:00-9:40 will be paid for forty-five (45) minutes. A Contractor on site from 9:00-9:35 will be paid for thirty (30) minutes).

ROADSIDE SERVICE:

ALL COSTS FOR TRAVEL, MILEAGE, DISMOUNTING / MOUNTING AND REPAIR OF TIRES MUST BE INCORPORATED IN A CONTRACTOR'S HOURLY RATE FOR ROADSIDE SERVICE. MONROE COUNTY WILL ONLY PAY THE CONTRACTOR'S LABOR FOR THE ACTUAL TIME SPENT AT THE SITE PERFORMING THE REPAIR.

IN SHOP SERVICE:

ALL LABOR FOR DISMOUNTING / MOUNTING, REPAIRING AND BALANCING OF TIRES MUST BE INCLUDED IN A CONTRACTOR'S HOURLY RATE FOR IN SHOP SERVICE.

DELIVERY:

Monroe County will be responsible for delivery and pick up of vehicles for in shop repairs. The Contractor will not be responsible for any towing of Monroe County vehicles under the terms of this contract. Delivery of goods and services may be directed by a purchase order only and will be F.O.B. destination.

REPLACEMENT PARTS:

The Contractor will be responsible for providing replacement tires, tubes and related miscellaneous supplies for Monroe County vehicles if they are not readily available from the County's stock. The Contractor will also be responsible for the proper disposal of tires in accordance with NYCRR, Part 360. The disposal of tires will be at no additional charge to Monroe County.

Monroe County reserves the right to obtain replacement tires, tubes and miscellaneous supplies on the open market should a situation warrant such action. Monroe County's decision to do this could occur in an emergency situation when time is of the essence or to obtain out of the ordinary items. Obtaining items on the open market must be the decision of the authorizing Monroe County personnel, if one is available. In the event no Monroe County authorizing personnel is available, the Contractor will obtain the item(s) needed and will perform the repair.

Monroe County will make every attempt to communicate what might be needed to perform a repair; however, the Contractor is expected to have on his trucks standard parts, hardware and tools to perform most repairs. These items include, but are not limited to, lock rings, studs, clamps and stud removers.

SERVICE SLIP:

A SERVICE SLIP FOR EACH REPAIR PERFORMED AT A COUNTY SITE MUST BE SIGNED BY AN AUTHORIZED COUNTY EMPLOYEE, PROVIDING ONE IS PRESENT. The service slip must be left with the employee, left in the vehicle or mailed to the appropriate County department. The service slip must itemize the vehicle serviced, the work performed, the replacement parts required (if any) and only the time spent performing the repair. The actual starting and ending times to perform the repair must be shown (i.e. 2:00 PM to 3:40 PM).

FOLLOW UP:

The Contractor must make a follow up call to the originator of the service request to report whether or not the repair(s) have been performed.

SAFETY ITEMS:

The Contractor is expected to replace, if necessary, any studs, nuts, wedges and/or related parts to make the vehicle/equipment safe and/or road worthy. Any other safety issues noted by the Contractor should be communicated to the Fleet Supervisor so that appropriate repair action can be taken by Monroe County.

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 via e-mail.