



CONTRACT DATA SHEET

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

TITLE: Automotive Lubricants

CONTRACT #: 1111-15

CONTRACT DATES: 12/15/15-11/30/17

BUYER: WALTER B. LARAUS

PHONE: 585/753-1121

FAX: 585/753-1104

VENDOR(S): Deckman Oil Co.
9 Norton St.
Honeoye Falls, NY 14472

Ph: 585-624-1630

Fax: 585-624-2142

TERMS AND CONDITIONS

- BID ITEM:** AUTOMOTIVE LUBRICANTS
- FOR:** Monroe County
- PURCHASING CONTACT:** Walter B. LaRaus, (585) 753-1121
- 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** 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:** References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. 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 the bid to the lowest responsive and responsible bidder, based on the **TOTAL. Bidder must bid on all items in order to be considered. 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.
- BUYER CONTACT:** The Buyer, identified below, is the sole point of contact regarding this Bid from the date of issuance until the bids are opened and the results made public.
- Walter B. LaRaus
Monroe County Division of Purchasing
200 County Office Building
39 West Main Street
Rochester, NY 14614
Email: wlaraus@monroecounty.gov
- All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later than close of business (5:00 PM Eastern Standard Time) on **November 17, 2015.**

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 **November 23, 2015**.

CONTRACT TERM:

Contract will start with the date of the contract award and run through **November 30, 2016**, with the option to renew the contract up to four (4) additional twelve (12) month periods with the mutual consent of both parties.

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 costs must be built into the unit prices bid. Deliveries must be made within **two (2) weeks** 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 services 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, BP#, Item #, 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. 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 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.

INDEMNIFICATION:

The Contractor shall defend, indemnify and save harmless the County, its officers, agents, and employees from and against all liability, damages, costs or expenses, causes of actions, 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, its agents or employees, the provision of any products by the Contractor, its agents or employees, arising from any act, omission or negligence of the Contractor, its agents or employees, or arising from any breach or default by the Contractor, its agents or employees under the 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.

AUTOMOTIVE LUBRICANTS
UNIT PRICE SHEET

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
1.	Brad Penn Heavy Duty Diesel Engine Oil, 40W, 55/gal	drum	\$364.45
2.	Brad Penn R&O Turbine ISO 150 40W, 55/gal	drum	\$339.90
3.	Blue Ribbon QL Motor Oil, 5W/30 bulk	gal	\$4.75
4.	Brad Penn SYN BLD 5W/30 12/1 qt.	case	\$22.77
5.	Blue Ribbon 15W/40 Premium Heavy Duty Engine Oil, 55/gal	drum	\$321.75
6.	15W/40 Premium Heavy Duty Engine Oil, Bulk, Blue Ribbon CJ4	gal	\$5.85
7.	Brad Penn Premium Plus Diesel Engine Oil, 15W/40, 12/1 qt.	case	\$25.53
8.	ALS Advantage Gear Lube, 80W/90 55/gal	drum	\$372.00
9.	Blue Ribbon Automatic Transmission Fluid, 55/gal	drum	\$258.50
10.	Blue Ribbon Automatic Transmission Fluid, bulk	gal	\$4.70
11.	Blue Ribbon Hydraulic AW-32	drum	\$197.45
12.	Blue Ribbon Hydraulic AW-32	gal	\$3.59
13.	Conoco Megaplex XD5, 120# Keg	keg	\$319.20
14.	Conoco Megaplex XD5, 14 oz. tube	10 pk	\$26.90
15.	Advantage Universal Synthetic LV Dexron VI ATF	drum	\$482.90
16.	Valvoline Syn 75W/90	case	\$84.87
17.	Valvoline Syn 75W/140	case	\$111.99
18.	Blue Ribbon Advantage 85W/140, 55/gal	drum	\$409.20
19.	Kendall Super Blu L-427 10/pak	case	\$32.70
20.	Extended Life Orange Anti-Freeze 55/gal Zerex Concentrate	drum	\$477.95
21.	Yellow Premix 50/50 Premix, 55 gal Merit	drum	\$250.25

22.	Windshield Washer Fluid, 55 gal	drum	\$87.45
23.	Blue Ribbon Universal Tractor Fluid, 55/gal	drum	\$299.75
24.	Valvoline Def Diesel Exhaust Fluid	drum	\$134.75
25.	Kendall Power Shift Trans 10W	drum	\$504.90
26.	Yellow 50/50 Pre-Mix Antifreeze 6/1 gal/cs, Zerex	case	\$40.74
27.	Diesel Exhaust Fluid 2.5 / gal	each	\$7.97
28.	Maxlife Syn DEX/MERC ATF 6/1 qts/cs	case	\$22.91
29.	Blue Ribbon HDEO SAE 30 5 gal	gal	\$6.85
30.	Kendall Super Blu 12/1 lb.	case	\$39.24
31.	Zerex Red Concentrate A/F	drum	\$510.95
32.	Merit Red Pre-Mix 50/50	drum	\$269.50
33.	Blue Ribbon Syn 75W/90, 35 lbs./pail	pail	\$99.75
34.	Merit #6212 Extended Orange Anti-Freeze, Premix 50/50	drum	\$250.25
35.	Blue Ribbon Syn 5W/30 55/Gal.	drum	\$360.25
36.	Advantage Syn 5W/20 55/Gal.	drum	\$423.50
37.	Blue Ribbon Universal Tractor Fluid	gal	\$5.45
38.	Zerex Anti-Freeze, Green, 55/Gal. #ZX002	drum	\$492.25
39.	Drum Deposit	drum	No charge
40.	Heavy Duty Synthetic ATF, 5 gal./pail	pail	\$135.84

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.