

### CONTRACT DATA SHEET

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

TITLE: AUTOMOTIVE PARTS & SUPPLIES

**CONTRACT #**: BP #0307-21 (SAP Contract #7700000061)

**CONTRACT DATES:** 5/1/2021 – 4/30/2026

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

**VENDOR(S):** Nu-Way Auto Parts

415 West Main Street Rochester, NY 14608

Bill Yandow

Phone: 585-363-4513 Fax: 585-464-9162

#### TERMS AND CONDITIONS

BID ITEM: AUTOMOTIVE PARTS & SUPPLIES

FOR: Monroe County Fleet Maintenance Department

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

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.

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 noon (12:00 PM Eastern Standard Time) on **Tuesday, March 30 2021.** 

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 **Tuesday**, **April 6**, **2021**.

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.

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 <u>brand name</u> products specified on the price list requires the following:

- 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.
- 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, 2022**, 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

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

price. Pricing must be consistent with contract. Approval must be given in

### SUBCONTRACT:

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

writing by the Purchasing Manager or her Designee.

#### **RELATED ITEMS:**

## 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 located in New York State. 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 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.

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

# BP307-21 AUTOMOTIVE PARTS AND SUPPLIES DISCOUNT PRICE SHEET

### GROUP/ITEM MANUFACTURER/DESCRIPTION PRICE LIST COLUMN TO DISCOUNT DISCOUNT

Α.	ELECTRICAL SYSTEM PARTS		DISCOUNT	DISCOUNT
1.	Cole Hersee Heavy Duty Electrical Products	CLK421J	JOBBER	12%
2.	BUSS Fuses/Circuit Breakers/Related	BUS421J	JOBBER	50%
3.	AC Delco Wire/Cable	DWC421L	LIST	55%
4.	Standard Ignition/Emission Parts/Related	SIE421J	JOBBER	10%
5.	Standard Heavy-Duty Electrical Products	SHD421J	JOBBER	10%
6.	<b>Tridon</b> Flashers	TDN421L	LIST	52%
7.	AC Delco Spark Plugs	ACP421L	LIST	52%
8.	Champion Spark Plugs	CHA421J	JOBBER	40%
9.	Autolite Spark Plugs	FRA421J	JOBBER	40%
10.	Cardone Remanufactured Electrical Motors	A1M421J	JOBBER	30%
11.	Cardone Remanufactured Distributors	A1D421J	JOBBER	35%
12.	Motorcraft Electrical Parts	MEP421D	DEALER	10%
13.	Motorcraft Spark Plugs	MSP421D	DEALER	0%
14.	Motorcraft Wire and Cable	MWC421D	DEALER	10%
15.	Standard Electric Wiring	SEW421J	JOBBER	10%
16.	AC Delco Ignition Equipment	DRI421D	DEALER	0%
17.	AC Delco Rebuilt Starters & Alternators	DSA421L	LIST	50%

# GROUP/ITEM MANUFACTURER/DESCRIPTION A. ELECTRICAL SYSTEM PARTS (CONTINUED)

COLUMN TO PRICE LIST DISCOUNT DISCOUNT

18.	Phillips Automotive Lighting	PHL421J	JOBBER	15%
19.	Hopkins Manufacturing Trailer Electrical Parts	HOP421J	JOBBER	20%
20.	BBB Industries VIP: Rotating Electrical	VIP421J	JOBBER	0%
21.	DEKA DEK: Wire/Cable/Battery Accessories	DEK421L	LIST	40%

GROUP/ITEM B. CHASSIS	M MANUFACTURER/DESCRIPTION S PARTS		COLUMN TO DISCOUNT	DISCOUNT
1.	Moog Chassis Parts	MDG421J	JOBBER	35%
2.	SurTrack New Constant Velocity CV Axles	WHN421J	JOBBER	10%
3.	Motorcraft Chassis Parts	MCP421D	DEALER	10%
4.	AC Delco Chassis Parts	DCN421L	LIST	58%

	MANUFACTURER/DESCRIPTION NG AND HEATING PARTS	PRICE LIST	DISCOUNT	DISCOUNT
1.	Stant Cooling and Heating Parts	STA421J	JOBBER	20%
2.	AC Delco A/C Parts and Tools	DSAC421D	DEALER	10%
3.	AC Delco Thermostats and Caps (Gas, Oil Filler, and Radiator)	DCS421L	LIST	52%
4.	AC Delco Water Pumps – New and Remanufactured	DWP421L	LIST	52%
5.	Cardone-GATES Remanufactured Water Pumps	GATES GWP421J	JOBBER	0%
6.	Motorcraft Air Conditioning Parts	MAC421D	DEALER	10%
7.	Motorcraft Thermostats, Caps, and Gaskets	MCS421D	DEALER	10%

# GROUP/ITEM MANUFACTURER/DESCRIPTION C. COOLING AND HEATING PARTS (CONTINUED)

COLUMN TO PRICE LIST DISCOUNT DISCOUNT

J. J.J.	o: Godeling And Heating (Gold into Ed)				
8.	Motorcraft Water Pumps	MWP421D	DEALER	10%	
9.	Four Seasons AC Parts, Heater Valves, and Water Outlets	FOR421J	JOBBER	0%	

	MANUFACTURER/DESCRIPTION  AMP AND FITTINGS	Р		COLUMN TO DISCOUNT	DISCOUNT
1.	Edelmann Fittings, Hose, and Tubing		EDE421 I	IOBBER	20%

GROUP/ITEI E. BRAKE F	M MANUFACTURER/DESCRIPTION PARTS	PRICE LIST	COLUMN TO DISCOUNT	DISCOUNT
1.	Wagner BOSCH Pads and Shoes	BOSCH BOS421J	JOBBER	0%
2.	Cardone AC DELCO Remanufactured Loaded Disc Brake Calipers	A/C DELCO ACC421L	LIST	52%
3.	Cardone Remanufactured Master Cylinders	AMC421J	JOBBER	10%
4.	Cardone-NUGEON Remanufactured Disc Brake Calipers	NUGEON NUG421J	JOBBER	0%
5.	Cardone Remanufactured Power Brake Units	ABP421J	JOBBER	30%
6.	Motorcraft Brake Parts	MBP421D	DEALER	12%
7.	AC Delco Rebuilt NEW Brakes, Shoes, and Linings	ACB421L	LIST	52%
8.	AC Delco Brake Parts	ACB421L	LIST	52%
9.	FMS Brake Lines and Fittings	FMS421J	JOBBER	10%
10.	Partmaster Brake Lines and Fittings	XBA421J	JOBBER	12%
11.	Edelmann Brake Lines and Fittings	EDE421J	JOBBER	20%
12.	Carlson Quality Brake Parts CRL: Hardware	CRL421J	JOBBER	20%

	M MANUFACTURER/DESCRIPTION STEERING PARTS	PRICE LIST	DISCOUNT	DISCOUNT
1.	BBB (Catalog: www.bbind.com) Remanufactured Power Steering Components	BBB421L	LIST	450/
2.	BBB (Catalog: www.bbind.com) Remanufactured Rack and Pinion	BBR421L	LIST	45% 45%
3.	Motorcraft Steering Parts	MSP421D	DEALER	0%
	M MANUFACTURER/DESCRIPTION DOLS AND SUPPLIES	PRICE LIST	COLUMN TO DISCOUNT	DISCOUNT
1.	Champ Service Line	CSL421J	JOBBER	15%
2.	Truflate Air Line Accessories/Tire Hardware	CAM421J	JOBBER	20%
3.	Dorman Service Line	DOR421J	JOBBER	15%
4.	Motormite Service Line	MTM421J	JOBBER	15%
5.	Perfect Equipment PWW: Wheel Weights	PWW421J	JOBBER	0%
	M MANUFACTURER/DESCRIPTION ABSORBERS Monroe	PRICE LIST	COLUMN TO DISCOUNT	DISCOUNT
1.	Shock Absorbers	MON421J	JOBBER	28%
	M MANUFACTURER/DESCRIPTION AND LAMPS	PRICE LIST	COLUMN TO	DISCOUNT
		PRICE LIST PTM421J		
1. GROUP/ITEI	AND LAMPS Peterson Manufacturing		JOBBER  COLUMN TO	10%

**COLUMN TO** 

	M MANUFACTURER/DESCRIPTION HELD WIPER PRODUCTS	PRICE LIST	COLUMN TO DISCOUNT	DISCOUNT
1.	Anco Windshield Wiper Products	ANC421D	DEALER	32%
GROUP/ITEI DISCOUNT L. FUEL PU	M MANUFACTURER/DESCRIPTION	PRICE LIST	COLUMN TO DISCOUNT	
1.	Carter (Catalog: www.carterfuelsystems.com) New Fuel Pumps	CTR421J	JOBBER	12%
	M MANUFACTURER/DESCRIPTION	PRICE LIST	COLUMN TO DISCOUNT	DISCOUNT
1.	Walker Exhaust Equipment	WAL421J	JOBBER	30%
GROUP/ITEI N. SEALS	M MANUFACTURER/DESCRIPTION	PRICE LIST	COLUMN TO DISCOUNT	DISCOUNT
	M MANUFACTURER/DESCRIPTION  National/BCA Seals	PRICE LIST  NAT421J		DISCOUNT 30%
N. SEALS	National/BCA Seals  M MANUFACTURER/DESCRIPTION		DISCOUNT	
N. SEALS  1.  GROUP/ITEI	National/BCA Seals  M MANUFACTURER/DESCRIPTION	NAT421J	JOBBER  COLUMN TO	30%
N. SEALS  1.  GROUP/ITEI O. GASKET  1.	National/BCA Seals  M MANUFACTURER/DESCRIPTION TS  Fel-Pro	NAT421J PRICE LIST	JOBBER  COLUMN TO DISCOUNT	30%  DISCOUNT
N. SEALS  1.  GROUP/ITEI O. GASKET  1.	M MANUFACTURER/DESCRIPTION TS Fel-Pro Gaskets M MANUFACTURER/DESCRIPTION	PRICE LIST FEL421J	JOBBER  COLUMN TO DISCOUNT  JOBBER  COLUMN TO	30%  DISCOUNT  20%

	MANUFACTURER/DESCRIPTION SAL JOINTS	PRICE LIST	COLUMN TO DISCOUNT	DISCOUNT
1.	AC Delco Universal Joints	DUJ421L	LIST	55%

	I MANUFACTURER/DESCRIPTION TIVE CHEMICALS AND SEALANTS		COLUMN TO DISCOUNT	DISCOUNT
1.	AC Delco Chemicals and Sealants	DEX421L	LIST	50%
2.	Permatex Chemicals and Sealants	PMX421.J	JOBBER	20%

	MANUFACTURER/DESCRIPTION ORS AND GAS TANKS	PRICE LIST	COLUMN TO DISCOUNT	DISCOUNT
1.	Spectra Premium SPI: Radiator and Gas Tanks	REA421J	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 (ie. product information, cost saving strategies, ideas for better use of resources, etc.)											
Survey Completed by:											
Name:											
Title:											
Agency:											
Telephone:				Fa	x:						
E-mail:											

Please submit this survey to Monroe County Purchasing.