



CONTRACT DATA SHEET

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

TITLE: HEAVYDUTY TRUCK REPLACEMENT
PARTS AND DRIVE SHAFT REPAIRS

CONTRACT #: BP #0414-21 (SAP Contract #7700000067)

CONTRACT DATES: 6/1/2021 – 5/31/2026

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

VENDOR(S): Fleetpride, Inc.
1437 Scottsville Road
Rochester, NY 14624

TERMS AND CONDITIONS

BID ITEM: HEAVY DUTY TRUCK REPLACEMENT PARTS AND DRIVE SHAFT REPAIRS

FOR: Monroe County Fleet Maintenance

PURCHASING 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 than (12:00 PM Eastern Standard Time) on **Monday, May 3, 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 **Thursday, May 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 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 **May 31, 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.

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) 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 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 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.

BP0414-21
HEAVY DUTY TRUCK REPLACEMENT PARTS
PRICE LIST DISCOUNT SHEET

		Price List	Column To Disc.	Discount
	<u>MANUFACTURE / DESCRIPTION</u>			
GROUP A.	BRAK PARTS			
ITEM				
1	Meritor Brake and Related Parts	FP052021	C	55%
2	Midland Brake and Related Parts	NO BID		
3	Rockwell Brake and Related Parts	NO BID		
4	Euclid Brake and Related Parts	FP052021	C	55%
5	Webb Drums, Rotors, and Hubs	FP052021	C	57%
6	Gunite Drums, Rotors, and Hubs	FP052021	C	57%
7	Federal Mogul Wheel Seals and Bearings	NO BID		
8	Redneck Brake and Related Parts	NO BID		
9	Dexter Brake and Related Parts	FP052021	C	45%
10.	Stemco Wheel Seals	FP052021	C	57%
11	Bendix Blue Hydraulic Brake Parts	FP052021	C	55%

		Price List	Column To Disc.	Discount
	<u>MANUFACTURE / DESCRIPTION</u>			
GROUP B.	<u>BRAKE AIR VALVES AND DRYEERS</u>			
ITEM	-			
1	Wabco Valves, Dryers, and Related Parts	FP052021	C	55%
2	Midland Valves, Dryers, and Related Parts	FP052021	C	10%
3	Bendix Valves, Dryers, and Related Parts	FP052021	C	55%
GROUP C.	<u>CABLES</u>			
ITEM	-			
1	Cablecraft Push-Pull and Control Cables	NO BID		
GROUP D.	<u>CLUTCHES</u>			
ITEM	-			
1	Eaton Clutches and Related Parts	FP052021	C	61%
2	Meritor Clutches and Related Parts	FP052021	C	55%
GROUP E.	<u>DRIVE SHAFTS</u>			
ITEM	-			
1	Mevotech Constant Velocity Shafts	NO BID		
GROUP F.	<u>ENGINE STARTING AIDS</u>			
ITEM	-			
1	Phillips Zero Start Block Heaters	FP052021	C	50%
2	Kat's Block Heaters	NO BID		

		Price List	Column To Disc.	Discount
	<u>MANUFACTURE / DESCRIPTION</u>			
GROUP G.	<u>EXHAUST</u>			
ITEM				
1	Nelson Mufflers and Related Parts	FP052021	C	50%
2	Flexatube Exhaust Related Parts	NO BID		
GROUP H.	<u>FAN CLUTCHES</u>			
ITEM				
1	Kysor Fan Clutches and Related Parts	FP052021	C	50%
2	Horton Fan Clutches and Related Parts	FP052021	C	50%
GROUP I.	<u>FRONT-END PARTS</u>			
ITEM				
1	Spicer Front-End Components	FP052021	C	55%
2	Meritor Front-End Components	FP052021	C	55%
3	Euclid Front-End Components	FP052021	C	55%
4	Superwinch Lockout Hubs	NO BID		
GROUP J.	<u>LIGHTING AND MIRRORS</u>			
ITEM				
1	Grote Lighting	FP052021	C	55%
2	Velvac Mirrors	NO BID		
3	Truck Lite Lighting	FP052021	C	55%

		Price List	Column To Disc.	Discount
	<u>MANUFACTURE / DESCRIPTION</u>			
GROUP J.	<u>LIGHTING AND MIRRORS</u>			
ITEM				
4	Retrac Mirrors	FP052021	C	55%
GROUP K.	<u>BELTS AND HOSES</u>			
ITEM				
1	Buyers Buyers Products	FP052021	C	50%
2	Holland Couplers	FP052021	C	50%
GROUP L.	<u>PUMPS AND POWER TAKE OFFS</u>			
ITEM				
1	Chelsea Pumps, PTOs, and Related Parts	FP052021	C	55%
2	Munice Pumps, PTOs, and Related Parts	FP052021	C	55%
3	Vickers Pumps and Related Parts	NO BID		
4	Gresen Pumps and Related Parts	NO BID		
GROUP M.	<u>SUSPENSION COMPONENTS</u>			
ITEM				
1	Dayton Suspension Components	FP052021	C	55%
2	Meritor Suspension Components	FP052021	C	55%
3	Euclid Suspension Components	FP052021	C	55%

		Price List	Column To Disc.	Discount
	<u>MANUFACTURE / DESCRIPTION</u>			
GROUP N.	<u>UNIVERSAL JOINTS</u>			
ITEM				
1	Meritor Universal Joints	FP052021	C	40%
2	Spicer Universal Joints	FP052021	C	55%
3	Neapco Universal Joints	FP052021	C	40%
GROUP O.	<u>WHEELS</u>			
ITEM				
1	Accuride Wheels and Related	FP052021	C	55%
2	Motor Wheel Wheels and Related	NO BID		
3	Dayton Wheels and Related	NO BID		
GROUP P.	<u>DRIVE SHAFT REPAIRS</u>			
ITEM				
1	LABOR RATE: HOURLY RATE	\$105.00/HOUR		

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.