



# CONTRACT DATA SHEET

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

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**TITLE:** TIRES AND REPAIR SERVICES

**CONTRACT #:** 615-13 (4700007011)

**CONTRACT DATES:** 7/17/2013 – 7/31/2018

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

**VENDOR(S):** #112802  
LEWIS GENERAL TIRES, INC.  
3870 W. HENRIETTA ROAD  
ROCHESTER, NY 14623

PHONE: 585-334-0900  
FAX: 585-334-4615

## TERMS AND CONDITIONS

<b><u>BID ITEM:</u></b>	<b>TIRES, TUBES AND REPAIR SERVICES</b>
<b><u>FOR:</u></b>	<b>Department of Environmental Services, Fleet Maintenance and Monroe County Sheriff's Office - Fleet</b>
<b><u>DEPARTMENT CONTACT:</u></b>	<b>Melvin Rose, (585) 753-7572 Brian Frisbee (585) 753-7581</b>
<b><u>DUPLICATE COPIES:</u></b>	<b><u>PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.</u></b>
<b><u>BID INFORMATION:</u></b>	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.
<b><u>SUBMITTAL OF FORMAL PROPOSAL:</u></b>	<p>Bid proposal must be legible and submitted in the original form, bearing an original signature. <b>EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.</b></p> <p>All bidders must submit proof that they have obtained the required <b>Workers' Compensation</b> and <b>disability benefits</b> coverage or proof that they are exempt.</p>
<b><u>SPECIFICATION ALTERATIONS:</u></b>	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. <b>Only formal written addenda can materially alter this set of specifications.</b> 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.
<b><u>BRAND REFERENCE:</u></b>	<p>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 products</u> specified on the price list requires the following:</p> <ol style="list-style-type: none"><li>1. Clearly state manufacturer's price list number, price column to discount, as well as the discount for the product you are offering.</li><li>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 <u>90%</u> of the items requested in the bid.</li><li>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.</li></ol>

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.

**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 | 753-7572 |
|                  | 145 Paul Road     |          |
| 2) Brian Frisbee | Sheriff's Fleet   | 753-7581 |
|                  | 145 Paul Road     |          |

**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 **June 30, 2014**, 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 **three (3) 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 her authorized agent prior to delivery.

**BILLING  
PROCEDURE:**

All invoices for items/services sold to any agency as a result of this contract must be billed in 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 EXTENSION
  - 7) TIME OF DAY WORK WAS PERFORMED
  - 8) TIRE POSITION
  - 9) ODOMETER AND/OR HOUR METER READINGS

**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 her Designee.

**SECURITIES AND  
INSURANCE:**

Any Certificate 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.

**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 other 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 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.

**BP#615-13**

**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 standard parts, hardware and tools to perform most repairs, on service vehicles. 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 tire positions, 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). The odometer and/or hour meter must be written on the service slip.

**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.

**BP#615-13**  
**TIRES, TUBES AND REPAIR SERVICES**  
**DISCOUNT PRICE SHEET**

**DISCOUNTS FOR ADDITIONAL ITEMS NOT SPECIFICALLY LISTED ON THE PRICE SHEET(S)**

Please provide below the **discount** off the manufacturer's price list for **other tires/tubes not specifically listed** on the following price sheet(s).

**REVISED TIRE DISCOUNTS EFFECTIVE 8/1/2017**

**GROUP 1: POLICE TIRES:**

POLICE AUTO	DISCOUNT: 50.8%
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**GROUP 2: AUTO TIRES:**

PERFORMANCE RADIALS	DISCOUNT: 45%
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RADIAL AUTO	DISCOUNT: 45%
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**GROUP 3: LIGHT TRUCK TIRES:**

RADIAL LIGHT TRUCK	DISCOUNT: 45%
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**GROUP 4: LIGHT TRUCK TIRES:**

BIAS LIGHT TRUCK	DISCOUNT: 45%
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**GROUP 5: UNISTEEL RADIAL LIGHT TRUCK TIRES:**

RADIAL COMMERCIAL LIGHT TRUCK	DISCOUNT: 51%
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**GROUP 6: MEDIUM COMMERCIAL TRUCK TIRES:**

RADIAL MEDIUM COMMERCIAL	DISCOUNT: 51%
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**GROUP 7: TUBES**

**NOT AWARDED**

**COUNTY SPECIFIED PRICE LIST: GOODYEAR PC 64867**

**GROUP 8: TURF AND TRACTOR TIRES:**

FARM	NOT AWARDED
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SPECIALTY	NOT AWARDED
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**GROUP 9: MISCELLANEOUS ITEMS ARE PRICED BY CONTRACTOR ON AN “AS NEEDED” BASIS.**

**GROUP 10: DISCOUNTS DO NOT APPLY TO THIS LABOR GROUP.**

**ADDITION EFFECTIVE 8/26/2013**

**GROUP 11: CREDIT FOR CASINGS.  
CREDIT WILL BE GIVEN TOWARDS ACCOUNT BALANCE IN EXCHANGE FOR  
CASINGS.  
ALL CREDIT WILL BE PENDING AN INSPECTION BY LEWIS GENERAL TIRES, INC.  
RETREAD FACILITY.**

**BP#615-13**  
**TIRES, TUBES AND REPAIR SERVICES**  
**SAMPLE PRICE SHEET**

<b><u>ITEM/ GROUP</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT PRICE</u></b>
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**GROUP 1 – POLICE AUTO TIRES**

1. GOODYEAR P225/60R16 97V S2 EAGLE UG GW2BCSRPTL
2. GOODYEAR P235/55R17 98V S2 EAGLE UG GW3 VSRPTL
3. GOODYEAR P235/50R18 EAGLE UG
4. GOODYEAR 732-002-500 P235/55R17 98W S2 EAGLE RS-A VSRPTL
5. GOODYEAR 732-354-148 P225/60R16 97V S2 EAGLE RS-A PLUS VSRPTL
6. GOODYEAR 732-002-500 P235/55R17 98V S2 EAGLE RS-A VSRPTL
7. GOODYEAR P235/50R18 EAGLE RS-A

**GROUP 2 – AUTO TIRES**

1. GOODYEAR 738-026-571 P215/55R16 91H ASSURANCE FUEL MAX TL
2. GOODYEAR 738-571-571 P215/60R16 95V SL ASSURANCE FUEL MAX TL
3. GOODYEAR 732-234-247 P215/55R17 93V S2 EAGLE RS-A M VSRPTL
4. GOODYEAR 762-171-406 ST205/75R15C MARATHON TRAILER BSLRPTL TTC
5. GOODYEAR 762-173-406 ST225/75R15D MARATHON TRAILER BSLRPTL TTC

**GROUP 3 – LIGHT TRUCK RADIAL TIRES**

1. GOODYEAR 312-009-142 LT225/75R16 115/112Q E WRL DURATRAC TL
2. GOODYEAR 744-830-900 LT225/75R16 WRL HT OL BSL TL
3. GOODYEAR 744-395-900 LT245/75R16 120/116R WRL HT OL BSL TL
4. GOODYEAR 748-747-188 LT245/75R16 WRL SLTARMR PROGRAD BSL TL
5. GOODYEAR 748-745-188 LT235/85R16 WRL SLTARMR PROGRAD BSL TL

**GROUP 4 – LIGHT TRUCK BIAS TIRES**

1. GOODYEAR 312-218-090 950-165 E WH NYTL
2. GOODYEAR 140-040-342- 670-15C TRAC HM NYTL

**GROUP 5 – UNISTEEL RADIAL LIGHT TRUCK TIRES**

1. GOODYEAR 139-418-205 225/70R19.5 F G622 RSD TL
2. GOODYEAR 139-419-053 225/70R19.5 G G647 RSS TL

<u>ITEM/ GROUP</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
<b>GROUP 6 – MEDIUM COMMERCIAL RADIAL</b>		
1.	GOODYEAR 138-308-668 11R24.5 149/146 H G282 MSD TL	
2.	GOODYEAR 756-527-265 265/75R22.5 G G622 RSD TL	
<b>GROUP 8 - TURF &amp; TRACTOR</b>		
<b>NOT AWARDED</b>		
<b>GROUP 9 - MISCELLANEOUS SUPPLY ITEMS</b>		
1.	GOODYEAR OR-220TG 20" O'RING	\$9.00
2.	GOODYEAR 26520 LARGE BORE VALVE CORE	\$3.00
3.	GOODYEAR OR-321T RUBBER O'RING	\$5.00
4.	GOODYEAR OR-25T O'RING	\$5.00
5.	GOODYEAR 15" FLAP RADIAL	\$15.00
6.	GOODYEAR TR618 VALVE STEM	\$2.50
7.	GOODYEAR A-100-VC-1 VALVE CORE	\$1.00
8.	GOODYEAR TR572 BRASS VALVE STEM	\$2.50
9.	GOODYEAR 14534 R-8 ROUND INSERT	\$2.00
10.	GOODYEAR TR573 VALVE STEM	\$2.50
11.	OFF ROAD COMPOUND TIRE SEALER PART #150045	\$19.95/Gal
12.	GOODYEAR TR501 VALVE STEM	\$2.50
	EQUAL BALANCE COMPOUND	
13.	PART #A: 12 OZ. EQUAL BALANCE	\$20.00
14.	PART #B: 10 OZ. EQUAL BALANCE	\$20.00
15.	PART #C: 8 OZ. EQUAL BALANCE	\$20.00
16.	PART #D: 6 OZ. EQUAL BALANCE	\$20.00
17.	PART #E: 4 OZ. EQUAL BALANCE	\$10.00
18.	PART #F: 3 OZ. EQUAL BALANCE	\$10.00
19.	PLUG/PATCH MATERIALS	\$5.00
<b>GROUP 10 - LABOR</b>		
1.	FIELD SVC. LABOR FOR MED/HD TRUCKS+ALL OFF ROAD EQT,REGULAR	\$88.00/HOUR
2.	FIELD SVC. L ABOR FOR MED/HD TRUCKS+ALL OFF ROAD EQT,OVERTIME	\$90.00/HOUR
3.	FIELD SVC. LABOR FOR MED/HD TRUCKS+ALL OFF ROAD EQT,DOUBLE	\$90.00/HOUR
4.	IN SHOP SERVICE RATE PER HOUR FOR ON ROAD MED/HD TRUCKS	\$88.00/HOUR
<b>GROUP 11 – CREDIT FOR CASINGS</b>		
<b>CREDIT WILL BE GIVEN TOWARDS ACCOUNT BALANCE IN EXCHANGE FOR CASINGS.</b>		
<b>ALL CREDIT WILL BE PENDING AN INSPECTION BY LEWIS GENERAL TIRES, INC. RETREAD FACILITY.</b>		
1.	C11, 225/70R19.5, RADIAL CASING G (14 PLY)	(\$20.00)
2.	C12, 245/70R19.5, RADIAL CASING G (14 PLY)	(\$25.00)
3.	C26, 295/75R22.5, RADIAL CASING G (14 PLY)	(\$70.00)
4.	C16, 295/75R22.55, RADIAL CASING H (16 PLY)	(\$70.00)
5.	C18, 11/R22.5, RADIAL CASING G (14 PLY)	(\$70.00)
6.	C19, 11/R22.5, RADIAL CASING H (16 PLY)	(\$85.00)
7.	C20, 11/R24.5, RADIAL CASING G (14 PLY)	(\$70.00)

<u>ITEM/ GROUP</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
8.	C21, 11/R24.5, RADIAL CASING BL H (16 PLY)	(\$90.00)
9.	C24, 315/8022.5, RADIAL CASING L (20 PLY)	(\$75.00)
10.	C22, 12/R22.5, RADIAL CASING H (16 PLY)	(\$60.00)
11.	C23, 12/R24.5, RADIAL CASING H (16 PLY)	(\$90.00)
12.	26.5R25 CASING; CASING MUST BE NAME BRAND; NO CREDIT ON CHINESE CASING	(\$175.00)

**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.***