



CONTRACT DATA SHEET

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

TITLE: CHILDREN'S CENTER UNIFORMS

CONTRACT #: 911-12

CONTRACT DATES: 1/2/13-12/31/17

BUYER: WALTER B. LARAUS
PHONE: 585/753-1121
FAX: 585/753-1104

VENDOR(S): Eagle Group Inc.
705 Greenway Dr.
Columbus, IN 47201

Ph: 812-378-4272
Fax: 812-378-4305

TERMS AND CONDITIONS

<u>BID ITEM:</u>	CHILDREN'S CENTER UNIFORMS
<u>FOR:</u>	Monroe County Children's Center
<u>DEPARTMENT CONTACT:</u>	Mike Marinan, (585) 753-5963
<u>DUPLICATE COPIES:</u>	<u>PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.</u>
<u>BID INFORMATION:</u>	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.
<u>SUBMITTAL OF FORMAL PROPOSAL:</u>	<p>Bid proposal must be legible and submitted in the original form, bearing an original signature. EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.</p> <p>All bidders must submit proof that they have obtained the required Workers' Compensation and disability benefits coverage or proof that they are exempt.</p>
<u>SPECIFICATION ALTERATIONS:</u>	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.
<u>QUANTITIES:</u>	The quantities listed are the estimated <u>annual</u> requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term.
<u>BRAND REFERENCE:</u>	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.
<u>QUALIFIED BIDDER:</u>	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.

CONTRACT TERM:

Contract will start with the date of the contract award and run through **September 30, 2013**, 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 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.

MONROE COUNTY CHILDREN'S CENTER UNIFORM
SPECIFICATIONS

The Monroe County Children's Center is seeking a vendor for uniform clothing for facility employees. Approximately fifty five (55) employees will be provided with pants, shirts and a sweater consistent with the specifications and quantities noted below. Following the initial purchase, articles will be replaced as necessary due to damage and normal wear. In addition to clothing provided by the facility, employees will be allowed to purchase additional items at their own expense, up to a predetermined limit of each item.

It is expected that the selected vendor will work closely with the Children's Center in assuring that each authorized employee receives the correct initial number of each clothing type. The vendor must be able to assist each employee by correctly fitting the clothing through measurement and recommendation. The vendor must also be able to replace items as necessary within a reasonable time frame and to supply any additional items that the employee wishes to purchase. The replacement of items or the purchase of additional items must have advance approval of the Children's Center. Items purchased by the employee will be at the same prices as those supplied to the facility.

SHIRTS:

Polo type, L/S and S/S: Flat collar, 3 button placket, open hem sleeves. Minimum 6.5 oz. fabric, 100% Polyester or 65/35 Poly/cotton Blend. Colors: White, Khaki (or Tan or equivalent), Black, Light Grey. Men's and woman's cut. Various sizes XS to 4XL.

Twill type, L/S and S/S: Button down collar, one pocket - left chest sans button. Minimum 4.5 oz. fabric, 65/35 Poly/Cotton Blend or 100% pre-shrunk cotton twill. Colors: White, Khaki (or Tan or equivalent), Black. Men's and woman's cut. Various sizes XS to 4XL.

All shirts to be embroidered on left chest with Monroe County Seal and "Monroe County Children's Center Staff".

INITIAL ORDER: 185 Shirts in some combination of above.

PANTS:

Chino Type: Pleated or Flat front, button closure, heavy duty zipper. Two front pockets, two back pockets (women's may have one back pocket). Minimum 7.5 oz. fabric, 65/35 Poly/Cotton blend. Colors: Khaki (or Tan or equivalent), Black. Men's and woman's cut. Various waist and inseam sizes.

No embroidery on Pants. Equivalent short with minimum 9" inseam should be available for purchase, but will not be an option in initial order.

INITIAL ORDER: 185 pants.

SWEATER:

V-Neck, fine gauge stitch, 100% spun or combed cotton, rib knit cuffs and hem. Colors: Black, Khaki (or Tan or equivalent). Monroe County Seal and Monroe County Children's Center Staff embroidered on left chest.

INITIAL ORDER: 55 sweaters.

If in its review, Monroe County deems that the initial purchase pricing varies greatly compared to individual pricing, Monroe County reserves the right to reject that bid and to move on to the next lowest bidder.

UNIT PRICE SHEET

INITIAL PURCHASE:

	<u>ITEM</u>	<u>UNIT PRICE</u>
I	Shirts	\$13.20
II	Pants	\$13.90
III	Sweaters	\$22.00

INDIVIDUAL PURCHASE PRICE LIST:

<u>ITEM</u>	<u>UNIT PRICE</u>
LS/SS Polo XS-XL	\$14.20 (LS) \$13.20 (SS)
LS/SS Polo 2XL	\$15.20 (LS) \$14.20 (SS)
LS/SS Polo 3XL	\$16.20 (LS) \$15.20 (SS)
LS/SS Polo 4XL	\$17.20 (LS) \$16.20 (SS)
LS/SS Shirt XS-XL	\$13.90
LS/SS Shirt 2XL	\$14.90
LS/SS Shirt 3XL	\$15.90
LS/SS Shirt 4XL	\$16.90
Pants XS-XL	\$22.00
Pants 2XL	\$24.00
Pants 3XL	\$26.00
Pants 4XL	\$28.00

<u>ITEM</u>	<u>UNIT PRICE</u>
Shorts XS-XL	\$22.00
Shorts 2XL	\$24.00
Shorts 3XL	\$26.00
Shorts 4XL	\$28.00
Sweater XS-XL	\$22.00
Sweater 2XL	\$24.00
Sweater 3XL	\$25.00
Sweater 4XL	\$26.00

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.