



CONTRACT DATA SHEET

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

TITLE: **GASES, INDUSTRIAL AND SPECIALTY**

CONTRACT #: 0613-15 (4700007244)

CONTRACT DATES: 08/20/2015 -07/31/2020

BUYER: **CATHERINE SHAFER**
PHONE: 585-753-1183
FAX: 585-324-4278

VENDOR(S): Jackson Welding Supply, Co., Inc.
4 Pixley Industrial Pkwy
Rochester, NY 14624
585-235-2920
585-235-4663 (Fax)

TERMS AND CONDITIONS

<u>BID ITEM:</u>	INDUSTRIAL AND SPECIALTY GASES
<u>FOR:</u>	VARIOUS MONROE COUNTY AGENCIES
<u>PURCHASING CONTACT:</u>	Phil DiFrancesco, (585) 753-1130; pdifrancesco@monroecounty.gov
<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 Insurance coverage or PROOF that they are exempt. (Visit www.wcb.ny.gov for forms.)</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>Estimates are based upon actual annual usage for 2014 by County departments only.</u>
<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 **July 31, 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) 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.

<u>SUBCONTRACT:</u>	The Contractor shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager.
<u>RELATED ITEMS:</u>	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.
<u>REPORT OF PURCHASE:</u>	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.
<u>OTHER AGENCIES:</u>	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. <u>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.</u> 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.
<u>DAMAGES:</u>	Any damages found to be the direct result of the Contractor's performance of services under this contract will be the responsibility of the Contractor.
<u>RENTAL:</u>	Cylinder rental charges must be based on the actual inventory of cylinders in the possession of each ordering department on the last business day of each month. Empty tanks, which are not to be refilled, must be picked up within five (5) business days of the request by County personnel to pick up. Once the pick-up request has been made, the County will <u>not</u> incur any additional rental charges.

SPECIAL
INSTRUCTIONS ON
INDUSTRIAL GASES:

The Contractor must assume full responsibility for ensuring that any area in which cylinders are left for storage on County property is in compliance with OSHA standards, fire codes and other applicable laws. The County will provide assistance in locating an acceptable storage area on County property. However, the County will not be responsible for any costs to build, maintain or remove a facility in the chosen area. The Contractor further must provide and maintain General Liability insurance in a minimum amount of one million dollars (1,000,000.00) to cover property damages or personal injury resulting from the transportation, storage and use of the Contractor's cylinders ordered under this contract.

If the Contractor is located within a fifteen (15) mile radius of the center of the City of Rochester and can provide for pick up of gases by the County field crews as needed, the storage area requirements will be waived.

EXCEPTION:

ANY EXCEPTION TO THIS BID MUST BE IN WRITING AND ATTACHED TO THE PROPOSAL SHEET.

IF A BIDDER TAKES EXCEPTION TO TANK SIZES BECAUSE THEY DIFFER MODERATELY FROM THOSE IN HIS OWN PRODUCT LINE, HE SHOULD SUBSTITUTE HIS OWN TANK SIZE UNDER THE COLUMN ENTITLED "PRODUCT OFFERED". MINOR CHANGES IN TANK SIZES WILL NOT AFFECT SUITABILITY OF THE PRODUCT FOR AWARD PURPOSES OR FOR DEPARTMENTAL USE.

IN ALL CASES BIDDERS MUST SUPPLY THEIR PROPOSED CYLINDER SIZE, PRODUCT OR PART NUMBER AND COST PER CYLINDER.

WAGE RATES:

Contractor agrees to comply with the provisions of the New York State Labor Law relating to the payment of prevailing wage rates to the extent that such rules may be applicable to the Contractor. Wage rates may be obtained at www.labor.state.ny.us.

SECURITIES AND
INSURANCE:

Any Certificates 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 pm, on that day.

COMPLIANCE WITH
THE LAW:

The Contractor agrees to procure all necessary licenses and permits. The Contractor shall comply with all laws, rules and regulations pertaining to the payment of wages and all other matters applicable to the work performed under this contract.

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.

TRANSITION PLAN:

Bidders, other than the current vendor, must submit with their bid a detailed transition plan that addresses, but not limited to replacing all the cylinders and dewar at the locations indicated on the Delivery Location Sheet, contemplated by this bid/contract on the first day of the contract, potentially August 1, 2015. There shall be no additional costs to the County associated with the orderly transition of vendors.

Terms & Conditions-Term Contract-Commodity-Single Award.doc (8/03)

**BP613-15
INDUSTRIAL & SPECIALTY GASES
UNIT PRICE SHEET – UPDATED 8/01/2018**

SPECIALTY GASES-GROUP A

		<u>PRODUCT OFFERED</u>			<u>UNIT PRICE</u>
<u>MM#</u>	<u>DESCRIPTION</u>	<u>INCLUDE CYL SIZE/PART#)</u>			
1.	1013403	Monthly Cylinder Rental for Specialty Gas Cylinder		\$1.56	
2.	1004531	Hazardous Material Charge for Gases Requiring MSDS		\$1.83	
3.	1004536	Acetylene, Pre-Pure, 99.6% in Acetone, 330 CF	M32011 330 cu ft.	\$116.45	
4.	1004541	Medical Breathing Air (compressed air) T, AI	CATM 300 cu ft.	\$15.38	
5.	1004551	Air, Dry Grade, size 1L, 311 CF	32030 300 cu ft.	\$16.65	
6.	1004557	Argon, Pre-Purified 99.998%, 336 CF	32200 336 cu ft.	\$21.85	
7.	1030079	T Argon, UAP, 99.999%	32180 336 cu. ft.	\$23.93	
8.	1004560	Hydrogen, 99.999%, 261 CF	M33505 300 cu ft.	\$49.16	
9.	1004565	Hydrogen, 99.99%, 261 CF	M33535 300 cu ft.	\$41.62	
10.	1004581	Nitrogen, Ultra High Purity, IL, 304 CF	34380 300 cu ft.	\$14.57	
11.	1004587	Nitrous Oxide, 99.9%, CP, 487 CF	P34610 48 cu ft	\$132.92	
12.	1004595	Oxygen, Size E, Medical Grade, 24 CF	OXYEM 24 cu ft.	\$2.08	
12.5	1044061	Oxygen, Size S, Medical Grade, 154 CF	OXYSM 154 cu ft.	\$22.00	
13.	1004611	Helium, High Purity, 99.995%, 291 CF	33360 291 cu ft.	\$109.24	
14.	1004616	Helium, Zero, IL, 99.998%, THC <0.5 PPM, 291 CF	33400 291 cu ft.	\$107.16	
15.	1004620	Carbon Dioxide, 99.8%, with Siphon Tube, 50 LB.	C0250L 50 lb.	\$8.32	
16.	1017932	Carbon Dioxide, 10 LB.	C0210 10 lb.	\$5.20	
17.	1004630	Argon 95%/Methane 5%. P-5 Mix, IL, 307 CF	38520 307 cu ft.	\$88.43	
18.	1004635	Carbon Monoxide, 2 CP, 99.5%, 66 CF	M32610 66 cu ft.	\$98.84	
19.	1013037	Helium UHP 99.999%, 291 CF	33340 291 cu ft	\$112.36	

**BP613-15
INDUSTRIAL & SPECIALTY GASES
UNIT PRICE SHEET**

INDUSTRIAL GASES-GROUP B

<u>MM#</u>	<u>DESCRIPTION</u>	<u>PRODUCT OFFERED</u> <u>INCLUDE CYL SIZE/PART#)</u>		<u>UNIT PRICE</u>
1. 1013405	Monthly Cylinder Rental for Industrial Gas Cylinder			\$1.56
2. 1004675	Hazardous Material Charge for Gases Requiring MSDS			\$1.83
3. 1013402	Acetylene, 10 CF/AC MC (Unit price is per CF)	ACMC	10 cu ft.	\$12.64
4. 1013401	Acetylene, 40 CF/AC B (Unit price is per CF)	ACB	40 cu ft.	\$18.93
5. 1013400	Acetylene, WQ (approx. 60 CF) (Unit price is per CF)	ACWQ	60 cu ft.	\$26.28
6. 1013398	Acetylene, WS (approx. 130 CF) (Unit price is per CF)	ACWS	130 cu ft.	\$33.29
7. 1004708	Oxygen, 20 CF/OX 20	OXYR	20 cu ft.	\$2.65
8. 1004713	Oxygen, 57 CF/OX 60	OXY60	60 cu ft.	\$2.87
9. 1029972	Oxygen, 83 CF/OX	OXYQ	83 cu ft.	\$3.07
10. 1004718	Oxygen, 95 CF/OX 80	OXYQ	953 cu ft.	\$3.07
11. 1004721	Oxygen, 125 CF	OXYS	125 cu ft.	\$3.91
12. 1004727	Oxygen, 154 CF/OX 150	OXYS	154 cu ft.	\$3.91
13. 1004731	Oxygen, 251 CF/OX 200	OXYK	250 cu ft.	\$4.43
14. 1004736	Nitrogen, 17 CF/NI 20	NITR	20 cu ft.	\$2.65
15. 1004741	Nitrogen, 80 CF	NITQ	80 cu ft.	\$3.07
16. 1004746	Nitrogen, 125 CF	NITS	125 cu ft.	\$3.39
17. 1004753	Nitrogen, 304 CF/NI 300	NITT	304 cu ft.	\$4.95
18. 1004757	Argon, 20 CF/AR 20	ARGR	20 cu ft.	\$4.16
19. 1004761	Argon, 92 CF/AR 80	ARGQ	80 cu ft.	\$5.47
20. 1004764	Argon, 336 CF/AR 300	ARGT	336 cu ft.	\$19.77
21. 1033502	Liquid Argon Dewar	ARG43	4300 CF	\$207.04
22. 1004771	C25 Argon, 380 CF/AR CD25300	C25T	380 cu ft.	\$20.29
23. 1004777	C25S Argon, 143 CF/AR CD25125	C25S	143 cu ft.	\$8.32
24. 1004780	Propane, 6 LB/PR 6	P6	6 lb.	\$5.20
25. 1004785	Propane, 20 LB/PR 20	P20	20 lb.	\$7.38
26. 1004790	Propane, 30 LB/PR 30	P30	30 lb.	\$13.01

BP613-15
INDUSTRIAL & SPECIALTY GASES
UNIT PRICE SHEET

INDUSTRIAL GASES-GROUP B

<u>MM#</u>	<u>DESCRIPTION</u>	<u>PRODUCT OFFERED</u> <u>INCLUDE CYL SIZE/PART#)</u>		<u>UNIT PRICE</u>
27. 1004794	Propane, 33.5 LB/PR 33.5	P8	33.5 lb.	\$11.65
28. 1004801	Propane, 44 LB/PR 44	P10	44 lb.	\$15.61
29. 1004808	Propane, 100 LB/PR 100	P100	100 lb.	\$43.33
30. 1029971	Liquid Nitrogen, Dewar Refill, 35 L	LIQ N2		\$1.83/Liter
31. 1030203	Nitrogen, Bulk Refill	NBULK		\$0.18/Liter
32. 1030206	Monthly Rental for Bulk Nitrogen Dewar Tank	600 Gal.		\$312.12/Mon

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.