

CONTRACT DATA SHEET

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

CONTRACT EXTENSION

CONTRACT #: 0508-16 (4700007355)

CONTRACT DATES: 07/01/2016 - 06/30/2021

| BUYER: | Regina Boss | |
|--------|--------------|--|
| PHONE: | 585-753-1129 | |
| FAX: | 585-753-1104 | |

VENDOR:

#11104547 Dobmeier Janitor Supply, Inc. 354 Englewood Ave. Buffalo, N.Y. 14223 Phone: 716-833-2005 Fax: 716-833-2024

BP0508-16 TERMS AND CONDITIONS

BID ITEM: JANITORIAL CHEMICALS

FOR: VARIOUS AGENCIES

 BUYER CONTACT:
 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.

 Gregory Hart
 Monroe County Division of Purchasing 200 County Office Building 39 West Main Street

 Rochester, NY 14614
 ghart@monroecounty.gov

All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later than close of business (5:00 PM Eastern Standard Time) on May 27, 2016.

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 May 31, 2016.

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 OFBid 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 coverage or proof that they are exempt.

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.

QUANTITIES:The quantities listed are the estimated annual requirements and should not be
construed to represent either maximum or minimum quantities to be ordered
during the contract term. Estimates are based upon actual annual usage
for 2011-2016 by County departments only.

- **BRAND REFERENCE:** 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 and MSDS 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 product will perform per the specified brand. 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 his 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 to the lowest responsive and responsible bidder(s). The County reserves the right to award the bid as a whole or by 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 required to bid on every item. 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,
2017, with the option to renew the contract up to four (4) additional twelve (12)
month periods at 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.
- <u>MINIMUM ORDER:</u> No minimum order is specified for this contract. Agencies must be able to order as needed. <u>Political subdivisions and others authorized by law may</u> 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 one (1) week 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. | |
|--------------------------------------|--|--|
| <u>PURCHASE ORDER</u> ISSUANCE: | Delivery of services may be directed by the receipt of a Purchase Order only. Items that are not part of this bid <u>will not</u> be paid for by Monroe County. As to all purchase orders issued by Monroe County, exceptions may <u>only</u> be authorized, in writing, by the Purchasing Manager or his authorized agent <u>prior</u> <u>to</u> delivery. | |
| <u>BILLING</u> <u>PROCEDURE:</u> | 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 <u>PURCHASE ORDER NUMBER</u> . INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT. | |
| 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 his Designee. | |
| <u>REPORT OF</u> <u>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. | |

OTHER AGENCIES: The Contractor(s) must honor the prices, terms and conditions of this contract with political subdivisions, school districts, fire districts, or other district or public authority located entirely or partly within Monroe County. Usage of this contract by any of these other political subdivisions or agencies, or corporations will have to be coordinated between that subdivision or agency or corporations and the contractor. Orders placed against this contract between any subdivision or agency or corporation 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.

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

BP0508-16 JANITORIAL CHEMICALS AWARD SAP CONTRACT #4700007355 <u>UNIT PRICE SHEET</u>

| ITEM # | MATERIAL # | DESCRIPTION | ORDER UNIT | UNIT PRICE |
|--------|------------|--|---------------|---------------|
| 10 | 1005161 | SSS #21103 HAND SCRUBS, 70/BUCKET; 6 BUCKET/CS | CS | \$56.51 |
| 20 | 1005167 | DIAL INSTANT HAND SANITIZER, 24-4 OZ BOT/CS | CS | \$33.00 |
| 30 | 1041774 | SIMONIZ LIGHTNIN POWDERED CLEANER, 10LB | BX | \$7.39 |
| 40 | 1005226 | PALMOLIVE DISH DETERGENT, 20 OZ, 9/CS | CS | \$19.38 |
| 50 | 1005228 | SSS #21001 DISINFECTANT SPRAY,17 OZ, 12 CAN/CS | CS | \$38.90 |
| 60 | 1005231 | ROCH MIDLAND #50RA TOILET SEAT COVERS, 5000/CS | CS | \$31.90 |
| 70 | 1005266 | OIL-DRI #101150-G40 SHOP FLOOR/OIL ABSORBANT, 40 LB BAG | BAG | \$9.00 |
| 80 | 1005275 | ZEP ENFORCER WASP & HORNET KILLER, 12-16 OZ CANS/CS | CS | \$35.65 |
| 90 | 1005547 | HOSPITAL SPECIALTY #4 SANITARY NAPKINS, 250/CS | CS | \$28.12 |
| 100 | 1005550 | HOSPITAL SPECIALTY TAMPAX TAMPONS, 500/CS | CS | \$52.80 |
| 110 | 1005597 | DIAL TOTAL BODY WASH, 4-1 GAL/CS | CS | \$34.23 |
| 120 | 1041775 | DIAL BASICS HYPOALLERGENIC FOAMING REFILL #05052, 1.25L- 3/CS | CS | \$24.50 |
| 130 | 1005612 | DIAL #84019 ANTIMICROBIAL LIQUID HAND SOAP, 8-1 LIT/CS | CS | \$38.10 |
| 140 | 1005627 | LAVA PUMICE BAR SOAP, 4 OZ, 48 BAR/CS | CS | \$38.00 |
| 150 | 1005632 | TRUEKLEEN #15S COCONUT LIQUID SOAP, 4-1 GAL/CS | CS | \$28.75 |
| 160 | 1026559 | SSS#44600 FOAM HAND SANITIZER,6/1000ML/CS | CS | \$58.95 |
| 170 | 1026560 | PURELL 5192-03 FOAM HAND SANITIZER,3/1200ML/CS | CS | \$52.78 |
| 180 | 1026562 | PURELL #2156-08 GEL HAND SANITIZER,8/1000ML/CS | CS | \$58.90 |
| 190 | 1005094 | AUSTIN #101 LIQUID BLEACH, 6 GAL/CS | CS | \$11.60 |