



# CONTRACT DATA SHEET

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

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**TITLE:** FIRE EXTINGUISHER MAINTENANCE & SERVICE

**CONTRACT #:** 0108-17 – SAP Contract #4700007386

**CONTRACT DATES:** 03/02/2017 - 02/28/2022

**BUYER:** Phil DiFrancesco

**PHONE:** 585-753-1130

**FAX:** 585-324-4278

**VENDOR:** 11107677  
Johnson Controls Fire Protection, LP  
90 Goodway Drive  
Rochester, NY 14623

**VENDOR CONTACT:** Mark Dalberth

**PHONE:** 585-770-1306

**FAX:** 585-288-2532

## TERMS AND CONDITIONS

<b><u>BID ITEM:</u></b>	<b>FIRE EXTINGUISHER MAINTENANCE AND SERVICE</b>
<b><u>FOR:</u></b>	<b>VARIOUS MONROE COUNTY DEPARTMENTS</b>
<b><u>PURCHASING CONTACT:</u></b>	Phil DiFrancesco, (585) 753-1130; <a href="mailto:pdifrancesco@monroecounty.gov">pdifrancesco@monroecounty.gov</a>
<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 and Disability Benefits Insurance</b> coverage or <b>PROOF</b> that they are exempt. (Visit <a href="http://www.wcb.ny.gov">www.wcb.ny.gov</a> for forms.)</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>QUANTITIES:</u></b>	The quantities listed on 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. <b><u>Estimates are based upon actual annual usage for 2016 by County departments only.</u></b>
<b><u>BRAND REFERENCE:</u></b>	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.

**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 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 **February 28, 2018**, 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. No fuel charges will be accepted. 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.

**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 his 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 #, Name of person requesting service, 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 his Designee.

**REPORT OF  
PURCHASE:**

The Contractor must, provide the County's Purchasing Manager with detailed information showing how much of each item was delivered; Listing: Item #, Department requesting service and cost for all agencies under this contract, quarterly. 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.

**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.

**DAMAGES:**

Any damages to County equipment and/or property found to be the direct result of the Contractor's performance of services under this contract will be the responsibility of the Contractor.

**REGULATIONS:**

All work shall be done in accordance with the New York State Building Code and fire codes, laws, ordinances and other applicable regulations.

**MATERIAL SAFETY  
DATA SHEETS:**

Material Safety Data Sheets (MSDS) must be provided to the using departments upon award of the bid for the recharge fluid.

**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-Single Award.doc (8/03)

**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.

Phil DiFrancesco  
Monroe County Division of Purchasing  
200 County Office Building  
39 West Main Street  
Rochester, NY 14614

Email: [pdifrancesco@monroecounty.gov](mailto:pdifrancesco@monroecounty.gov)

All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later noon (12:00 PM Eastern Standard Time) on **Monday, January 30, 2017**.

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 **Wednesday, February 1, 2017**.

**BP108-17**  
**FIRE EXTINGUISHER MAINTENANCE AND SERVICE**  
**SPECIFICATIONS**

**CLASSIFICATION:**

Apart from the requirement to recharge extinguisher and maintain "live" extinguisher at all points of installation, the using departments may be expected to have only limited use of fire extinguisher service. Such use may be confined largely to an annual inspection, or to weighing every six months in the case of the carbon dioxide type and refilling spent fire extinguishers. Hydrostatic testing shall be performed only at the intervals recommended by equipment manufacturers (five or twelve years).

**ON-SITE SERVICING:**

All maintenance checks and recharging of extinguisher under this contract shall be performed at the sites where such extinguisher is located. The only **exceptions** to the foregoing are cylinders of fifty (50) pounds or more, wheeled extinguisher, refilling of spent extinguishers and hydro testing. For hydro testing, extinguisher may be removed to the contractor's facility.

**TEST FACILITIES:**

The high-pressure facilities shall be Bureau of Explosives Approved and meet all Department of Transportation (DOT) specifications. All hydrostatic testing shall be done on contractor's or subcontractor's premises in proper test devices. All testing must be done in compliance with current procedure(s) prescribed by the National Fire Protection Association and the Compressed Gas Association and must meet all OSHA standards. Copies of the test records shall be submitted to Monroe County at the completion of each test. **A Copy of the Department of Transportation approval letter, for either the contractor or subcontractor must be submitted with bid.**

**CARBON DIOXIDE STORAGE:**

Extinguisher to be refilled shall be refilled only from a low pressure CO2 source, utilizing pure liquid CO2 (Example: Liquid Carbonic, Carbox and Air Products). No CO2 refills from converters shall be acceptable.

**RECORDS:**

A complete survey and control card inventory program of every extinguisher serviced by the contractor shall be instituted and/or maintained by the contractor at no additional charge to Monroe County. The contractor shall share this inventory with each operating department and the County's Purchasing Manager.

**REPLACEMENT EXTINGUISHER:**

Whenever an extinguisher is removed from Monroe County property, the using department may request and contractor shall supply, a "loaner" for use until its return.

**DELIVERY:**

The service to be furnished under this contract shall be performed on site at the Ordering Department's Facility in quantities as requisitioned by the department, apart from for the exceptions listed above. Spent extinguishers, to be refilled, should be picked up within 24 hours with a two (2) day turnaround time. Emergency services shall be completed the same day or night as the emergency service call.

**INSTRUCTION FOR PROPOSAL:**

On the bidding sheets, which follow this page, bidders must bid on every service for every size and type of extinguisher listed.

Unit prices for maintenance check must be quoted inclusive of labor costs for maintenance check. Unit price(s) entered must be in the form of a flat rate covering all of the foregoing.

**QUANTITIES:**

The extinguishers listed on the following page are listed by size and type.

**ADDITIONS AND  
DELETIONS:**

The sizes listed are only to show the variety which the County currently owns. Other types and sizes of extinguisher may be added or deleted throughout the terms of the contract. If a new type or size is added a written price will be required from the successful bidder and must be acceptable to Monroe County. Any cost that appears to be unbalanced, unrealistic or disproportionate to the proposed unit cost will be rejected by Monroe County.

While this listing is intended to be accurate, the contract shall include the maintenance testing and repair of all County owned extinguishers, whether or not listed.

**REPLACEMENT  
PARTS:**

Damaged parts (i.e. hoses, horns) are to be replaced by the successful vendor at a discount price specified on the unit price sheet. Departments may request either metal or plastic pins, depending on location. No repairs are to be made by the contractor without prior approval from the using department. At the time of award, the successful bidder must supply two (2) copies of the parts price list.

**COUNTY SITES:**

Any or all County facilities will be indicated in this contract. Monroe County reserves the right to add or delete locations in this contract as deemed necessary. County facilities are primarily located in the downtown area, including the County Office Building, Public Safety Building, Crime Lab, Monroe Community Hospital and the Social Services Building. However, there are other County facilities located throughout the County, including, but not limited to Pure Waters, Parks and Sheriff's Facilities (which requests that inspection labels to be stickers ONLY).

**BP# 108-17**  
**FIRE EXTINGUISHER MAINTENANCE & SERVICE**  
**UNIT PRICE SHEET**

<b><u>ITEM #</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT PRICE</u></b>
1.	Hydrostatic Testing (all types)	\$11.00
2.	Conductivity Testing (CO2 over 5 lbs.)	\$1.25
3.	Large or Wheeled Engine Testing	\$105.00
4.	<u>Recharge Rate</u> CO2 5#	\$6.00
5.	“ CO2 10#	\$8.00
6.	“ CO2 15#	\$9.00
7.	“ CO2 20#	\$10.00
8.	“ Dry Chemical 2.5#	\$6.00
9.	“ Dry Chemical 5#	\$8.00
10.	“ Dry Chemical 10#	\$11.00
11.	“ Dry Chemical 15#	\$11.00
12.	“ Dry Chemical 20#	\$15.00
13.	“ Dry Chemical 30#	\$18.00
14.	“ Dry Chemical 50#	\$110.00
15.	“ 2.5 gallon water	\$3.50
16.	“ K-Class Extinguisher	\$70.00
17.	“ NT Nitrogen Wheeled Engine	\$50.00
18.	“ Purple K, 150 pk., 150#	\$220.00
19.	Inspection of Regular Hand-Held Portables	\$2.10
20.	Inspection of Large or Wheeled Engines	\$15.00
21.	Inspection of Restaurant System	\$75.00
22.	Inspection of Gas Station/Industrial	\$55.00
23.	Inspection of 35# Cylinder	\$35.00
24.	Six (6) Year Maintenance Inspection	\$3.00 (all ABC Extinguishers)
25.	Six (6) Year Maintenance Inspection	\$174.70 (10 lb. HALON Extinguishers)

**ADDITIONAL PRICING:**

Emergency Repair	\$110.00/hour
Discount of list price for replacement parts	45%

**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.**