



CONTRACT DATA SHEET

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

TITLE: VFD PREVENTIVE MAINTENANCE

CONTRACT #: 0202-17 (4700007392)

CONTRACT DATES: 05/01/2017 - 03/31/2022

BUYER: Regina Boss
PHONE: 585-753-1129
FAX: 585-324-1379

VENDOR: #11100785
EMA of New York, INC.
839 NYS Rt. 13
Cortland, NY 13045
607-756-0424
David Brigden, Sales Manager
EMAIL: dbrigden@emainc.net

BP0202-17
TERMS AND CONDITIONS

BID ITEM:

VARIABLE FREQUENCY DRIVE MAINTENANCE & REPAIR

FOR:

DEPARTMENT OF ENVIRONMENTAL SERVICES

PURCHASING 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 **Friday, 02/10/2017.**

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 **Tuesday, 02/14/2017.**

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 OF
FORMAL PROPOSAL:**

Bid 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. (Visit www.wcb.ny.gov for forms.)

**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.

NYS WAGE RATES:

Pursuant to the provision of Section 220-A of the New York State Labor Law, as amended, the Contractor (and related Subcontractors) will be obligated to pay all workers in the covered classes only the applicable prevailing wage rates and supplements. The minimum hourly wage rate to be paid the various classes of labor performing work under this contract shall be in accordance with schedules which have been established or may hereafter be established or increased, by the New York State Department of Labor during the contract term. Wage rates may be obtained at www.labor.state.ny.us. **Refer to NYS Wage Schedule PRC# 2017000060 developed for this contract.**

HOURLY RATE:

The contractor shall be paid for the number of hours actually expended at the job site times the labor rate per hour as bid. Overtime rate shall 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 shall be defined as double the hourly rate for Sundays and holidays (2 x labor rate per hour).

QUANTITIES:

The quantities listed are the estimated annual requirements for the equipment that will be maintained over the course of the entire contract. These estimates should not be construed to represent guaranteed maximum or minimum quantities to be purchased during the contract period. All unit prices bid will be extended for the actual number of units serviced.

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 interest of Monroe County.

EMERGENCY WORK REQUESTS:

The Contractor must provide contact information to be reached twenty-four (24) hours per day, seven (7) days per week.

METHOD OF AWARD:

Monroe County intends to award a contract to the lowest responsive and responsible bidder, based on the **Grand Total**. Bidders must bid on every item 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 **March 31, 2018** 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

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 a 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:**

No work shall proceed against nor shall any items be delivered against this contract until the Contractor has received a purchase order or a purchase order number. **Items supplied or services rendered that are not part of this contract will not be paid for by Monroe County.**

MATERIAL COSTS:

All materials shall be itemized on each invoice and billed at **five percent (5%)** above the Contractor's cost. Each item must include the full description including manufacturer, stock number, and unit price as well as a copy of the invoice paid. The County will reimburse the Contractor for incoming freight charges for items needed for emergency repairs. There will be no surcharge for freight. The County reserves the right to audit the Contractor's records to determine that the County is being charged no more than five percent (5%) over the Contractor's net cost.

WRITTEN ESTIMATES:

In every instance that the Contractor anticipates that an emergency job may cost \$1000.00 or more, the Contractor must, prior to commencing work, give a written estimate for the work to the department, at no charge to the ordering agency. The estimate must show labor and materials cost. The County reserves the right to independently purchase any equipment or supplies needed to execute an emergency job. The Contractor **may not** proceed with the work until approval is given by the department. If the estimate is considered too high, the County maintains the option of obtaining open market quotations, providing materials or changing the scope of the work. The County maintains the right to cancel a request.

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, Stock or Catalog #, List Price, Discount, 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.

**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 PM on that day.

**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.

**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.

SUBCONTRACT:

The Contractor shall not subcontract any work without first obtaining the written consent of the Purchasing Manager of Monroe County.

DAMAGES:

Any damages found to be the direct result of the Contractor's performance of services on any Monroe County drive unit will be the responsibility of the Contractor. This shall include, but not be limited to, repair or replacement of any drive unit damaged by the Contractor while performing this contract.

RELATED ITEMS:

The County reserves the right to add 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, 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 **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.

GROUP I PM PRICE

<u>MATERIAL #</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>VOLTAGE</u>	<u>HP</u>	<u>PM PRICE</u>
1030371	ABB	ACH550 W BYPASS	480	7.5	\$262.75
1030372	ABB	ACH550	480	10	\$210.00
1030373	ABB	ACH550	480	15	\$210.00
1030374	ABB	ACH550	208	15	\$262.75
1030375	ABB	ACH550	480	25	\$210.00
1028113	ABB	ACH550	480	30	\$210.00
1030376	ABB	ACH550	480	50	\$262.75
1028112	ABB	ACH550	480	75	\$315.75
1018180	ABB	ACH 550	480	100	\$420.50
1030377	CUTLER HAMMER	SV9000	480	15	\$210.00
1030378	DANFOSS	AQUA FC200	230	7.5	\$210.00
1030379	DANFOSS	VLT4000	480	7.5	\$210.00
1030380	DANFOSS	AQUA FC200	480	7.5	\$210.00
1030381	DANFOSS	VLT8022	230	10	\$210.00
1030382	DANFOSS	AQUA FC200	480	10	\$210.00
1030383	DANFOSS	VLT5000	230	15	\$210.00
1030384	DANFOSS	VLT4000	480	15	\$210.00
1030385	DANFOSS	VLT6000	480	15	\$210.00
1018164	DANFOSS	VLT4000	230	20	\$210.00
1030386	DANFOSS	FC100	480	20	\$210.00
1030387	DANFOSS	VLT4000	480	25	\$210.00
1028654	DANFOSS	VLT4000	230	30	\$262.75
1018168	DANFOSS	VLT4000	480	30	\$210.00
1030388	DANFOSS	VLT6000	480	30	\$210.00
1028114	DANFOSS	AQUA FC200	480	30	\$210.00
1030389	DANFOSS	VLT3542	480	40	\$262.75
1030416	DANFOSS	VLT5032	480	40	\$262.75
1037216	DANFOSS	VLT 6000	480	40	\$262.75
1018171	DANFOSS	VLT4000	480	50	\$262.75
1030417	DANFOSS	AQUA FC200	480	60	\$315.25
1030418	DANFOSS	VLT4000	480	75	\$315.25
1028115	DANFOSS	AQUA FC200	480	100	\$420.50
1034163	DANFOSS	AQUA FC200	460	500	\$1,085.50
1030419	EMERSON	INFINITY	480	25	\$210.00
1030420	GE	A300 F11	480	50	\$262.75
1030421	RELIANCE	VTECH 9	230	15	\$210.00
1030422	RELIANCE	VTECH 7	230	25	\$262.75
1030423	RELIANCE	VTECH 9	480	25	\$210.00
1030424	RELIANCE	VTECH 7 W BYPASS	230	50	\$315.25
1030425	RELIANCE	VTECH 7	230	150	\$977.00

<u>MATERIAL #</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>VOLTAGE</u>	<u>HP</u>	<u>PM PRICE</u>
1030426	SAFTRONICS	G3	480	10	\$210.00
1030427	SAFTRONICS	G3	480	25	\$210.00
1030428	SQUARE D	ALTIVAR 61	480	7.5	\$210.00
1030429	SQUARE D	ALTIVAR 66	480	7.5	\$210.00
1030430	SQUARE D	ECONOFLEX 61	480	7.5	\$210.00
1030431	SQUARE D	ECONOFLEX 66	480	7.5	\$210.00
1030432	SQUARE D	ALTIVAR 58	230	10	\$210.00
1028106	SQUARE D	ALTIVAR 61	480	15	\$210.00
1030433	SQUARE D	ALTIVAR 66	480	15	\$210.00
1030434	SQUARE D	ECONOFLEX 66	480	15	\$210.00
1030435	SQUARE D	ALTIVAR 66 W BYPASS	230	15	\$315.25
1030436	SQUARE D	ALTIVAR 58	230	15	\$210.00
1030437	SQUARE D	ALTIVAR 66	480	20	\$210.00
1042907	SQUARE D	ALTIVAR 71	480	20	\$210.00
1042908	SQUARE D	ALTIVAR 61	480	25	\$210.00
1030438	SQUARE D	ECONOFLEX 61	480	30	\$210.00
1018167	SQUARE D	ALTIVAR 66	480	30	\$210.00
1028108	SQUARE D	ALTIVAR 71	480	30	\$210.00
1030439	SQUARE D	ALTIVAR 66 W BYPASS	230	30	\$420.50
1028110	SQUARE D	ALTIVAR 61	480	45	\$262.75
1018174	SQUARE D	ALTIVAR 58	480	50	\$262.75
1036318	SQUARE D	ALTIVAR 61	460	50	\$262.75
1030440	SQUARE D	ECONOFLEX 61	480	50	\$262.75
1037217	SQUARE D	ALTIVAR 71	480	50	\$262.75
1037218	SQUARE D	ALTIVAR 71	480	60	\$315.25
1037192	SQUARE D	ALTIVAR 61	460	60	\$315.25
1041674	SQUARE D	ALTIVAR 61 W/BYPASS	480	75	\$473.00
1037193	SQUARE D	ALTIVAR 61	460	125	\$473.00
1018181	SQUARE D	ULTRADRIVE ELITE	230	125	\$420.50
1018760	SQUARE D	ALTIVAR 66	480	125	\$473.00
1037219	SQUARE D	ALTIVAR 71	480	125	\$473.00
1030453	SQUARE D	ALTIVAR 66	480	150	\$868.50
1039217	SQUARE D	ALTIVAR 61 NO BYPASS	480	150	\$502.00
1018182	SQUARE D	ALTIVAR 66	480	200	\$868.50
1028107	SQUARE D	ALTIVAR 71	480	200	\$868.50
1028111	SQUARE D	ALTIVAR 61	480	200	\$868.50
1039218	SQUARE D	ALTIVAR 61 NO BYPASS	480	250	\$977.00
1018183	SQUARE D	ALTIVAR 66	480	250	\$977.00
1021293	SQUARE D	ALTIVAR 58	480	250	\$977.00
1028109	SQUARE D	ECONOFLEX 61	480	250	\$977.00
1018184	SQUARE D	ALTISTART 46	480	250	\$630.50
1030454	SQUARE D	ECONOFLEX 61	480	300	\$1,085.50
1037194	SQUARE D	ALTIVAR 61	460	325	\$1,085.50
1030455	SQUARE D	ALTISTART 23	480	325	\$868.50
1036319	SQUARE D	ALTIVAR 61	460	400	\$1,085.50

GROUP II EMERGENCY HOURLY RATES

1032978	EMERGENCY CALL (M-F 7AM-6PM)				\$99.00/HR
1032979	EMERGENCY CALL (M-F 6PM-7AM & SAT)				\$148.50/HR
1032980	EMERGENCY CALL (SUNDAY/HOLIDAY)				\$198.00/HR

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.