



# CONTRACT DATA SHEET

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

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**TITLE:** GAS CLEANING OF CERAMIC AERATION DISCS

**CONTRACT #:** 0203-17 (4700007387)

**CONTRACT DATES:** 03/08/2017-03/31/2022

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

**VENDOR:** #11100113  
Koester Associates  
3101 Seneca Turnpike  
Canastota, NY 13032  
  
Phone: 315-697-3800  
Fax: 315-697-3888

**BP0203-17**  
**TERMS AND CONDITIONS**

**BID ITEM:**

**CERAMIC AERATION DISC GAS CLEANING RE-BID**

**FOR:**

**DEPARTMENT OF ENVIRONMENTAL SERVICES (DES)**

**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](mailto: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 **Monday, 2/13/2017**.

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, 2/15/2017**.

**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](http://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.

**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](http://www.labor.state.ny.us).

**BP0203-17**  
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**QUANTITIES:**

The quantities listed are estimated. The equipment 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.

**METHOD OF AWARD:**

Monroe County intends to award a contract to the lowest responsive and responsible bidder, based on the **Lowest Price per Tank for a Five (5) Tank minimum trip**. 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

**DELIVERY:**

All services to be F.O.B. Monroe County to agency as specified by a Purchase Order. All costs must be built into the unit prices bid. Service must be performed within **two (2) weeks** after receipt of purchase order number. The County reserves the right to terminate the contract in the event the specified service 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.**

**Purchase orders may be adjusted to accommodate for unforeseen conditions that may arise within the original scope of work.**

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.

**MATERIAL COSTS:**

All materials for any additional work if needed 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%) of the Contractor's cost.**

**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.

**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.

**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(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.

Terms & Conditions-Term Contract-Service or Repair no Perf Bond.doc (8/03)

BP0203-17  
SPECIFICATIONS FOR  
AERATION DISC GAS CLEANING AT FEV

Unit Price Sheet

\$3550.37 per Tank

**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.**