



# CONTRACT DATA SHEET

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

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**TITLE:** ANTENNAS & ACCESSORIES

**CONTRACT #:** BP0109-07

**CONTRACT DATES:** 2/22/07-2/28/12

**BUYER:** WALTER B. LARAUS  
**PHONE:** 585/753-1121  
**FAX:** 585/753-1104

**VENDOR(S):** HUTTON COMMUNICATIONS  
4046 MOUND RD.  
JOLIET, IL 60436  
  
PHONE: 877/832-6337  
FAX: 815/744-6066



**METHOD OF AWARD:**

Monroe County intends to award one or more contract(s) to the lowest responsive and responsible bidder(s) offering the best discounts off the manufacturer's current price list. The County reserves the right to award the bid as a **whole or by Group, 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 not required to bid on every Group included in the bid; however, they must bid on every item within each Group 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, 2008**, 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:**

In the event the manufacturer releases a new price list during the contract term, the vendor must provide to the Monroe County Purchasing Department written notification of the updated price list at least four (4) weeks prior to its taking effect. The County will honor the manufacturer's price list in effect at the time the order is placed; providing the County is in receipt of written notification of such price list.

**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 **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 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.

**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 her 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, 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.

**PRICE LIST DISCOUNTS**

<b><u>GROUP</u></b>	<b><u>MANUFACTURER</u></b>	<b><u>CATEGORY</u></b>	<b><u>DISCOUNT FROM PRICE LIST</u></b>
I	Andrew	All/Except	20%
	Andrew Catalog 38	RF Management	20%
II	Radio Frequency Systems	Antennas	NO BID
	Radio Frequency Systems	RF Management	NO BID
	Radio Frequency Systems	Cable, Connectors & Accessories	NO BID
	Edition 4		NO BID

Stock items 1-5 days

Non-stock items 2-6 weeks ARO

**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.***