



CONTRACT DATA SHEET

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

TITLE: **SQUARE D PRODUCTS**

CONTRACT #: 0417-16 (4700007349)

CONTRACT DATES: 06/01/2016 - 05/31/2017

BUYER: **Greg Hart**
PHONE: 585-753-1135
FAX: 585-324-1379

VENDOR(S): Zeller Corporation
1000 University Ave.
Rochester, N.Y. 14607
585-254-8840
585-254-0982 (Fax)

Greg Hart
Buyer

XC: BP FILE
BUYER
VENDOR
S. WILCOX

BP0417-16
TERMS AND CONDITIONS

BID ITEM: **SQUARE D PRODUCTS**

FOR: **Various Departments**

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 06, 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 10, 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 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.**

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.

BRAND REFERENCE:

Any reference to a product by name or selection of specific price lists is done to establish the quality and performance characteristics required and to provide a standard price list by which discounts can be compared. Items of equal or better performance and quality will be considered. All bidders must take note that submission of a bid offering other than brand name products specified on the price list requires the following:

1. Clearly state manufacturer's price list number, price column to discount, as well as the discount for the product you are offering.
2. Alternate bids from price lists of other manufacturers must offer products which directly correspond and are exact replacements for those items originally referenced in the bid. Alternate price lists must provide a minimum coverage of 90% of the items requested in the bid. Appendix A will be used to determine if this percentage is met.
3. Include two (2) copies, at the time of the bid opening, of the alternate manufacturer's price list and catalog you are offering in your bid proposal.
4. Bidders offering an alternate manufacturer must provide direct cross-references on an item-by-item basis. Failure to do so may result in rejection of the bid. Bidders will have two business days to respond to a cross-reference request by Purchasing.
5. 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 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 interests of Monroe County.

METHOD OF AWARD:

Monroe County intends to award a contract to the lowest responsible and responsive bidder. **The lowest bid will be determined by the lowest average multiplier on the Discount Price Sheet. (2 decimal points only)** **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 **May 31, 2017**, with the option to extend the contract for up to four (4) additional twelve (12) month terms with the mutual consent of both parties. Discount to be firm throughout the term of the contract unless a better discount is negotiated at the time of any extension.

In the event a manufacturer releases a new price list during the contract term, the contractor must provide the County with two (2) copies of the updated price list and catalogs at least one (1) week 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 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. Deliveries must be made within **two (2) weeks** 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 goods 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, 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.

**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. Pricing must be consistent with contract. 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 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 other political subdivision or district. 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.

BP0417-16
SQUARE D PRODUCTS
DISCOUNT PRICE SHEET

Disc. Schedule	Product Description	Monroe County Price List Multiplier 2 Decimals (.xx)
DE1	Heavy Duty Switches, Double Throw Switches & Ind. Circuit Breakers and Enclosures	0.30
DE1A	General Duty Switches & B-Hubs	0.28
DE1B	Surge Arrestors	0.42
DE2	Circuit Breaker Types: QOB, QOU, Multi9, I-Line, I-limiter, Molded Case Circuit Breakers, Medium Voltage, Equipment Ground Fault (GA,GC, Vigirex)	0.40
DE2A	Circuit Breaker types: QO, QOT, Q2 and Enclosures	0.40
DE2C	Power Quality Correction Equipment	0.30
DE2E	Circuit Breaker Accessories Types: QO, QOB, QOU, HOM & HOMT	0.30
DE2F	Masterpact NW/NT Low Voltage Power Circuit Breakers	0.40
DE2G	Obsolescent Masterpact M?MP/MC Universal Power Circuit Breakers	0.20
DE3	Three Phase QO Load Centers	0.30
DE3A	Single Phase QO Load Centers and CSED	0.30
DE3C	Homeline Load Centers	0.20
DE3D	Circuit Breaker Types: HOM and HOMT	0.20
DE4	Metering Equipment, Servicepak	0.20
DE5	Service Parts	0.30
DE5A	Obsolescent Circuit Breaker Products	0.20
DE8	Clipsall Components and Systems	0.20
DE8A	Occupancy Sensors, Powerlink RTI Components	0.20
DE10	New Technology Products	0.20
O1	Medical Products	0.20
PE1	Factory-Assembled Panelboards, Switchboards & Integrated Equipment, (MPS,IPC,IPC2, Stacked Transformer Assembly, IPC2 Transformer Combo	0.40
PE1A	Ready-To-Assemble Panelboards, Speed-D Switchboards, Enclosed Bolted Pressure Switches, Types: BLD and TSG/W	0.40
PE2	Lighting & General Purpose Transformers	0.40
PE2E	Energy Efficient lighting & General Purpose Transformers	0.40
PE2X	Three Phase Energy Efficient Transformers	0.40
PE4	Motor Control Centers	0.40
PE4A	Merchandised Motor Control Products	0.50
PE5	Load Interrupter Switchgear, Visi/Vac Circuit Interrupters, Low voltage Drawout Switchgear, Metal Clad Switchgear and Medium voltage Controllers	0.40
PE5A	Digest Listed 200 and 600 Ampere Medium Voltage Load interrupter Switches	0.50

Vendor 101656 Zeller Corp.
 SAP #4700007349
 Pricing Effective: 6/1/16-5/31/17

BP0417-16
SQUARE D PRODUCTS
DISCOUNT PRICE SHEET

Discount Sheet ED4/IC5 August 2015
 Price book 177 March 2016

Disc. Schedule	Product Description	Monroe County Price List Multiplier 2 Decimals (.xx)
PE5B	Digest Listed Medium Voltage Fuses	0.20
PE5C	Medium voltage OEM Switchgear Components	0.20
PE6A	Single Phase Liquid Filled Transformers	0.20
PE6B	Three Phase Mineral Oil Transformers	0.20
PE6C	Cast Coil (Uni-Cast, Power-Cast) Transformers	0.20
PE6D	Power Dry (VPI) Transformers	0.20
PE6E	Three Phase High Firepoint Transformers	0.20
PE7	Plug-In Units for I-Line/I-Line II Busway	0.20
PE8	I-Line/I-Line II Busway, Powrbus 225 Busway and Plug-In Units for obsolete APD & SD Busway, Plug-In Units for obsolete 100 Ampere Busway, Power-Zone Non-Segregated Busway	0.20
PL1	Power Monitoring & Control Products-Hardware & Software Powerlogic & Powerlink	0.80
PL1S	SEPAM Protective Relays	0.20
PL1T	Powerlogic University & Tech Support	1.00
PM1	Power Monitoring & Control Products-ION Hardware and Software	0.70
PM1S	Power Monitor/Control Prod-Utility	0.20
REN1	Grid-Tile Solar Inverters and Monitoring	0.20
CP1	General Purpose Control, Telefast Connectors & Cables	0.39
CP1B	Definite Purpose Control	0.60
CP1G	Open and Enclosed Softstarts and Accessories	0.66
CP2	Relays and Timers	0.37
CP4B	Altivar 12/ 312 / 32 Drives and Accessories	0.66
CP4C	Altivar 61 / 71 Drives & Accessories, E-Flex, M-Flex, PowerGard	0.66
CP4D	Altivar 212, S-Flex Drives and Accessories	0.66
CP4E	Altivar 630 Drives and Accessories	0.66
CP5	Terminal Blocks-AB1 & 9080G	0.20
CP7	Pressure Switches (Standard Packaged)	0.20
CP7G	Float Switches, Class 9013 GHG Pressure Switches	0.70
CP7I	Pressure Switches (Individually Packaged)	0.20
CP8	9070 Type T, K, EO, TF (To add SK)	0.70
CP10	General Purpose Repair Parts	0.20
CP12	Power supplies	0.20
CS1	Push buttons 30mm and Foot Switches	0.38
CS2	Push buttons 16 & 22mm and Pendants	0.38

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Discount Sheet ED4/IC5 August 2015
 Price book 177 March 2016

<u>Disc. Schedule</u>	<u>Product Description</u>	Monroe County Price List Multiplier 2 Decimals (.xx)
DS1	Limit Switch and Fluid Control	0.20
DS2	Proximity and Photoelectric Sensors	0.20
DS3	Machine Cables	0.20
I	Manual Pilot Devices	0.35
I11	ATS01, ATSU01 Soft Starts, Enclosed IEC, GV2 /GV3 / GV7, Integral and CMD	0.35
I12	IEC Control Relays, Open AC/DC Contactors, Overload Relays, IEC Accessories	0.40
MC2	Magelis HMI and IPC	0.30
MSX	Machine Struxure	0.20
PA1	Instrument Transformers	0.30
PC11	Modicon Micro Controllers/Accessories (512, 612)	0.78
PC12	Twido Controllers and I/O	0.60
PC14	TSX Micro (37), PL7 Micro Software	0.60
PC21	Quantum CPU, Quantum I/O	0.37
PC22	TSX Premium (57), PL7 Junior and Pro Software	0.37
PC31	Momentum, Push Button Stations and Keypads	0.40
PC32	Advantys Distributed I/O	0.40
PC34	Modicon M340 Programmable Automation Controller Products	0.69
PC40	UNITY and concept Programming Software	0.60
PC41	Modbus, Modbus Plus, Modbus II, MAP ConneXium Hubs & Switches	0.20
PC45	ProWorx software, Transparent Factory	0.60
PC46	Monitor Pro, OFS Server and Vijeo Software	0.60
PC51	Lexium Motion controller, Lexium 05 / 15/ 17 / 23 / 32 Servo Drives and Accessories	0.20
PC53	Lexium BDH, BSH Servo Motors and Accessories	0.20
PC55	Twin Line Servo/Stepper Drives and Accessories	0.20
PC57	Twin Line Servo/Stepper Motors (SER, VRDM) and Accessories	0.20
SAF1	Safety PLC's, Controllers, Safety Relays	0.20
SPX2	AS-1 and AS-1 Safe Products	0.20
T	Limit Switches and Renewal Parts	0.20
VJC1	Scada Software	0.20
XV	Tower Lights	0.80