



CONTRACT DATA SHEET

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

TITLE: STK Hardware Maintenance

CONTRACT #: 0611-06

CONTRACT DATES: 8/10/06-07/31/08

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

VENDOR(S): CHE Consulting
1576 Fencorp Dr.
Fenton, MO 63026

ph: 636-305-9669
fax: 636-305-1441

TERMS AND CONDITIONS

- BID ITEM:** **STK HARDWARE MAINTENANCE**
- FOR:** Monroe County Information Services Department
- DEPARTMENT CONTACT:** Sheila Fess, (585) 753-1803
- 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. **COPIES AND FACSIMILES ARE NOT ACCEPTABLE.**
- All bidders must submit proof that they have obtained the required **Worker's 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.
- QUANTITIES:** The quantities listed are the estimated annual requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term. **Estimates are based upon actual annual usage for 2005 by County departments only.**
- BRAND REFERENCE:** 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 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 the bid to the lowest responsive and responsible bidder, based on the **LOWEST TOTAL MONTHLY MAINTENANCE COST. 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 **July 31, 2007**, with the option to renew the contract up to four (4) additional three (3) month periods with the mutual consent of both parties. **This equipment is at the end of its life. One (1) day notice will be given to remove equipment no longer needed. The printer, if covered, will be on a month to month basis with a thirty (30) day notice for cancellation. The need for printer coverage will be determined before a contract is signed.**

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 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 #, 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, 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.

SPECIFICATIONS

MONTHLY COSTS:

BIDDERS SHALL LIST THE MONTHLY MAINTENANCE COSTS, TO THE RIGHT, OF EACH PIECE OF EQUIPMENT LISTED ON THE ATTACHED SPECIFICATIONS.

INTENT:

Monroe County is seeking a vendor to provide on-site maintenance service for its Storage Technology printer, tape drives and controller. This maintenance service will include all parts, labor and firmware necessary. The maintenance will be provided on a 7 day per week X 24 hour per day schedule. Response time requirements include call back within 1 hour of the initial call; repair personnel to be on-site within 4 hours of call contact and repairs completed within 8 hours of call contact.

REQUESTS:

All requests for maintenance will be initiated by Monroe County Information Services Help Desk or delegated organization i.e. Monroe County Representative. The caller will provide the maintenance contractor with such particulars as the nature of the problem, type of equipment, location, contact person and a problem number. This problem number will be documented on any future correspondence between the contractor and Monroe County.

RESPONSE TIME:

Monroe County expects a return call from the contractor within one (1) hour of the contact of Monroe County Representative at (585) 753-3333.

Repair personnel will be onsite within (4) four hours of the telephone call from the Monroe County Representative at (585) 753-3333. The repair will be completed within (8) hours of the initial Help Desk call.

EQUIPMENT LISTING:

Monroe County reserves the right to delete any equipment or add any related equipment during the term of the contract. If no identical piece of equipment already exists on the equipment list, Monroe County will negotiate a prorated maintenance cost for the remaining contract term, with the successful contractor(s).

BIDDER'S QUALIFICATIONS:

The successful contractors will provide Monroe County with its procedures, names and toll free telephone numbers of all personnel to be contacted for maintenance requests, costs and other terms of the contract(s).

All bidders will attach a list of their similar maintenance contracts (customers) for the preceding three (3) years. The list will contain types and numbers of equipment maintained and persons to be contacted for references.

List of all personnel who will be providing service to Monroe County and their level of training and qualifications.

All bidders must state their use of OEM new, reconditioned or compatible parts in their maintenance plan.

All bidders must have a Help Desk and be able to track each piece of equipment by serial number through their service package.

All bidders must be sole source for service, warranty service and post warranty service (no subcontracting without prior consent from Monroe County).

REPORTS:

Monroe County expects the contractor to provide quarterly reports detailing the service history and resulting costs for the time period covered. These reports will contain at minimum, dates of service, model and serial numbers, problem number and result of service, time received, time responded, time on site, time completed, number of hours, their cost and cost of parts. Copy of work order should be attached to all invoices upon submittal for payment.

Invoices and reports to be supplied to Department of Information Services in hard and electronic copy.

PENALTIES:

To insure prompt and efficient services will be provided during the resulting contracts, Monroe County will charge the contractor(s) the following penalties:

Failure to call back within (1) one hour	-	\$ 50.00
Failure to respond on-site within (4) four hours	-	\$ 100.00
Failure to complete repair within (8) eight hours	-	\$ 200.00

If the contractor is unable to repair an item, the contractor may forfeit the annualized maintenance cost of the item or Monroe County may have the item repaired by a third party at the contractor's expense. Monroe County realizes that there may be circumstances outside the contractor's control which affect their ability to meet the response time requirements. Therefore, prior to invoking any penalties, Monroe County Information Services, Purchasing and the equipment user will consult with the contractor to review all circumstances involved in the response time/repair. Monroe County may/may not waive any or all penalties following such a meeting.

LOANERS:

A bidder may propose to loan a user an item in order to satisfy the response/repair time requirement, the procedure must be fully described in their bid response. Any equipment loaned must have the same components and capabilities of the equipment it is replacing and be compatible with existing equipment.

Under no circumstances will any loaned equipment be purchased by Monroe County.

UNIT PRICE SHEET

<u>DEVICE</u>	<u>MFG.</u>	<u>MODEL</u>	<u>S/N</u>	<u>ID</u>	<u>MONTHLY COST</u>
Tape Drive	STK	4480-M20	204156	ISMF1	\$185.00
Tape Drive	STK	4480-M22	07258	ISMF1	\$115.00
Tape Drive	STK	4480-M22	07142	ISMF1	\$115.00
Tape Drive	STK	4480-M22	07141	ISMF1	\$115.00
Printer	STK	5000	5700636	ISMF1	\$415.00
Cartridge Sc Ld	STK	2511-001	8300001937	ISMF999	\$15.00
Cartridge Sc Ld	STK	2511-001	83000001938	ISMF999-2	\$15.00
Cartridge Sc Ld	STK	2511-001	83000003412	ISMF999-3	\$15.00
Cartridge Sc Ld	STK	2511-001	83000004324	ISMF999-4	\$15.00

Total Monthly Maintenance Cost \$590.00

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.