



CONTRACT INFO SHEET

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

JULY 30, 2009

CONTRACT EXTENSION & PRICE INCREASE

COMMODITY: GASES, INDUSTRIAL & SPECIALTY

BID PROJECT: #0615-05 (4700006240)

VENDOR: 104869
JACKSON WELDING
525 BUFFALO RD.
ROCHESTER, NY 14611-2003

CHANGE AS FOLLOWS: THE ABOVE CONTRACT HAS BEEN EXTENDED
UNTIL JULY 31, 2010 WITH A 5% PRICE INCREASE.


GARY REILICH
BUYER

XC: BP FOLDER
BUYER
G. HART

TERMS AND CONDITIONS

- BID ITEM:** **INDUSTRIAL AND SPECIALTY GASES**
- FOR:** VARIOUS MONROE COUNTY AGENCIES
- 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 on 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 2004 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 **TOTAL**. Bidder must bid on all items 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, 2006**, 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:

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) days** 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

Monroe County reserves the right to request separate bids for such quantities

PURCHASES: 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.

DAMAGES: Any damages found to be the direct result of the Contractor's performance of services under this contract will be the responsibility of the Contractor.

RENTAL: Cylinder rental charges must be based on the actual inventory of cylinders in the possession of each ordering department on the last business day of each month. Empty tanks, which are not to be refilled, must be picked up within five (5) business days of the request by County personnel to pick up. Once the pick-up request has been made, the County will not incur any additional rental charges.

**SPECIAL
INSTRUCTIONS ON
INDUSTRIAL GASES:**

The Contractor must assume full responsibility for insuring that any area in which cylinders are left for storage on County property is in compliance with OSHA standards, fire codes and other applicable laws. The County will provide assistance in locating an acceptable storage area on County property. However, the County will not be responsible for any costs to build, maintain or remove a facility in the chosen area. The Contractor further must provide and maintain General Liability insurance in a minimum amount of one million dollars (1,000,000.00) to cover property damages or personal injury resulting from the transportation, storage and use of the Contractor's cylinders ordered under this contract.

If the Contractor is located within a fifteen (15) mile radius of the center of the City of Rochester and can provide for pick up of gases by the County field crews as needed, the storage area requirements will be waived.

EXCEPTION:

ANY EXCEPTION TO THIS BID MUST BE IN WRITING AND ATTACHED TO THE PROPOSAL SHEET.

IF A BIDDER TAKES EXCEPTION TO TANK SIZES BECAUSE THEY DIFFER MODERATELY FROM THOSE IN HIS OWN PRODUCT LINE, HE SHOULD SUBSTITUTE HIS OWN TANK SIZE UNDER THE COLUMN ENTITLED "PRODUCT OFFERED". MINOR CHANGES IN TAKE SIZES WILL NOT AFFECT SUITABILITY OF THE PRODUCT FOR AWARD PURPOSES OR FOR DEPARTMENTAL USE.

IN ALL CASES BIDDERS MUST SUPPLY THEIR PROPOSED CYLINDER SIZE, PRODUCT OR PART NUMBER AND COST PER CYLINDER.

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.

**SECURITIES AND
INSURANCE:**

Any Certificates 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.

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-Commodity-Single Award.doc (8/03)

INDUSTRIAL SPECIALTY GASES UNIT PRICE SHEET
7/31/09-7/31/10

		Purchasing Document 4700006240			
Item	Material	Short text	Order	Net price	Price unit
10	1004518	MONTHLY CYLINDER RENTAL FOR SPECIALTY,	DL	1.00	1
20	1004661	MONTHLY CYLINDER RENTAL FOR INDUSTRIAL,	DL	1.00	1
30	1004531	HAZARDOUS MATERIAL CHARGE FOR GASES,	EA	1.28	1
40	1004675	HAZARDOUS MATERIAL CHARGE FOR GASES,	EA	1.28	1
50	1004595	OXYGEN, SIZE E, MEDICAL GRADE, 24 CF/OX,	CYL	2.49	1
60	1004736	NITROGEN, 17 CF/NI 20	CYL	2.58	1
70	1004708	OXYGEN, 20 CF/OX 20	CYL	2.71	1
80	1004713	OXYGEN, 57 CF/OX 60	CYL	2.92	1
90	1004718	OXYGEN, 95 CF/OX 80	CYL	3.07	1
100	1004741	NITROGEN, 80 CF	CYL	3.07	1
110	1004573	NITROGEN, 99.995%, 117 CF/NI HP125	CYL	3.94	1
120	1004746	NITROGEN, 125 CF	CYL	3.94	1
130	1004721	OXYGEN, 125 CF	CYL	3.96	1
140	1004727	OXYGEN, 154 CF/OX 150	CYL	3.96	1
150	1004757	ARGON, 20 CF/AR 20	CYL	4.21	1
160	1004599	OXYGEN, SIZE M, MEDICAL GRADE, 125 CF/OX,	CYL	4.22	1
170	1004606	OXYGEN, MEDICAL GRADE, 154 CF/OX USP150	CYL	4.22	1
180	1004780	PROPANE, 6 LB/PR 6	CYL	4.86	1
190	1004731	OXYGEN, 251 CF/OX 200	CYL	5.8	1
200	1004523	DELIVERY CHARGE FOR SPECIALTY GASES/STOP	EA	5.79	1
210	1004665	DELIVERY CHARGE FOR INDUSTRIAL GASES/STOP	EA	5.79	1
220	1004753	NITROGEN, 304 CF/NI 300	CYL	6.85	1
230	1004761	ARGON, 92 CF/AR 80	CYL	7.05	1
240	1004527	DELIVERY CHARGE INSIDE-SPECIALTY GASES	EA	7.3	1
250	1004670	DELIVERY CHARGE (INSIDE) FOR INDUSTRIAL,	EA	6.95	1
260	1004785	PROPANE, 20 LB/PR 20	CYL	12.04	1
270	1004767	C25 ARGON, 43 CF/AR CD2540	CYL	7.81	1
280	1004620	CARBON DIOXIDE, 99.8%, WITH SIPHON TUBE,	CYL	9.17	1
290	1004790	PROPANE, 30 LB/PR 30	CYL	18.06	1
300	1004777	C25S ARGON, 143 CF/AR CD25125	CYL	11.49	1
310	1004541	MEDICAL BREATHING AIR (COMPRESSED AIR),	CYL	12.08	1
320	1004794	PROPANE, 33.5 LB/PR 33.5	CYL	20.24	1
330	1004797	PROPANE, 40 LB/PR 40	CYL	24.09	1
340	1004801	PROPANE, 44 LB/PR 44	CYL	26.49	1
350	1004578	NITROGEN, 99.998% PRE-PURIFIED,304,	CYL	19.45	1
360	1004764	ARGON, 336 CF/AR 300	CYL	22.54	1
370	1004805	PROPANE, 60 LB/PR 60	CYL	36.13	1
380	1004581	NITROGEN, ULTRA HIGH PURITY, IL,	CYL	23.1	1
390	1004771	C25 ARGON, 380 CF/AR CD25300	CYL	23.36	1
400	1004551	AIR, DRY GRADE, SIZE 1L, 311 CF/AI D300	CYL	25.66	1
410	1004565	HYDROGEN, 99.99%, 261 CF/HY PP300	CYL	31.06	1
420	1004560	HYDROGEN, 99.999%, 261 CF/HY UHP300	CYL	34.03	1
430	1004557	ARGON, PRE-PURIFIED 99.998%, 336 CF/AR,	CYL	35.1	1
440	1004808	PROPANE, 100 LB/PR 100	CYL	60.22	1
450	1004546	AIR, ZERO, <8 PPM MOISTURE, -80 DEG.F,	CYL	39.84	1
460	1004592	NITROUS OXIDE, SIZE M, MEDICAL GRADE,	CYL	54.69	1
470	1004611	HELIUM, HIGH PURITY 99.995%, 291 CF/HE,	CYL	88.08	1
480	1004616	HELIUM, ZERO, IL, 99.998%, THC< 0.5 PPM,	CYL	88.08	1
490	1004630	ARGON 95%/METHANE 5%, P-5 MIX, IL, 307,	CYL	64.83	1

INDUSTRIAL SPECIALTY GASES UNIT PRICE SHEET
7/31/09-7/31/10

500	1004587	NITROUS OXIDE, 99.9%, CP, 487 CF/NS CP200	CYL	84.41	1
510	1004536	ACETYLENE, PRE-PURE 99.6%, IN ACETONE,	CYL	105.41	1
520	1004624	OXYGEN 49%/NITROGEN, OXYGEN IN NITROGEN,	CYL	129.64	1
530	1004635	CARBON MONOXIDE, 2 CP, 99.5%, 66 CF/CM,	CYL	158.69	1
540	1004638	PROPANE/AIR MIX, 1R, EPA-1, 160 PPM,	CYL	194.48	1
550	1004644	OXYGEN 20%/NITROGEN 80%, 1R EPA-1,	CYL	194.48	1
560	1004649	OXYGEN .5-2%/NITROGEN, 1R EPA-1,	CYL	194.48	1
570	1004656	OXYGEN 10%/PROPANE/NITROGEN, 1R, EPA1,	CYL	267.41	1
580	1012870	LIQUID NITROGEN, 25 LITER CYLINDER	CYL	65.33	1
590	1013038	LIQUID NITROGEN, DEWAR REFILL, 4100 CUFT	CYL	74.76	1
600	1013037	HELIUM UHP 99.999%, 291 CF	CYL	112.7	1
610	1013393	ACETYLENE, 325 CF/AC 5,	CYL	62.81	1
620	1013397	ACETYLENE, 390 CF ACWIL,	CYL	75.38	1
630	1013398	ACETYLENE, ACWS (130 CF),	CYL	26.46	1
640	1013400	ACETYLENE, WQ (60 CF),	CYL	15.31	1
650	1013401	ACETYLENE, 40 CF/AC B,	CYL	11.67	1
660	1013402	ACETYLENE, 10 CF/AC MC,	CYL	6.9	1
670	1013403	MONTHLY CYLINDER RENTAL FOR SPECIALTY,	MON	4.86	1
680	1013405	MONTHLY CYLINDER RENTAL FOR INDUSTRIAL,	MON	3.18	1
690	1017932	CARBON DIOXIDE, 10 LB,	CYL	14.25	1
700	1020367	BLANKET ORDER FOR GASES, INDUSTRIAL &	DL	1.00	1

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.