



CONTRACT DATA SHEET

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

TITLE: EQUIPMENT RENTAL (SMALL TO MEDIUM)

CONTRACT #: BP0907-02

CONTRACT DATES: 10/07/02 - 09/30/07

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

VENDOR: UNITED RENTALS, INC.
788 WEST RIDGE ROAD
ROCHESTER, NEW YORK 14615

PHONE: 585-621-7318
FAX: 585-621-6626

TERMS AND CONDITIONS

- BID ITEM:** EQUIPMENT RENTAL (SMALL TO MEDIUM SIZE)
- FOR:** VARIOUS MONROE COUNTY AGENCIES
- DUPLICATE COPIES:** PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.
- QUANTITIES:** The quantities listed are the estimated annual quantities for Monroe County and should not be construed to represent guaranteed maximum or minimum quantities to be purchased. All unit prices bid will be extended for the actual number of units purchased during the contract term.
- DELIVERY:** All deliveries will be F.O.B. destination as outlined in the attached technical specifications and as specified by a purchase order.
- 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.
- METHOD OF AWARD:** Monroe County will award a contract to the **LOWEST RESPONSIVE AND RESPONSIBLE BIDDER based on the GRAND TOTAL BID.** Bidder must meet the terms of the specifications. Monroe County reserves the right to reject any or all bids if the Purchasing Manager deems said action to be in the best interest of Monroe County.
- CONTRACT TERM:** This contract will be in effect from the date of award through September 30, 2003, with the option to renew for up to four (4) additional one (1) year terms at the mutual consent of both parties.
- PURCHASE ORDER ISSUANCE AND BLANKET ORDERS:** Delivery of goods may be directed by the receipt of a purchase order or a purchase order number. In addition, if a contract results from this bid, you may receive "blanket orders" which authorize you to release the commodities or services contracted for up to the dollar value specified on the purchase order. In these instances, you are prohibited from supplying items that are not on contract or substituting other items. **ITEMS SUPPLIED OR SERVICES RENDERED THAT ARE NOT PART OF THIS BID PROJECT WILL NOT BE PAID FOR BY MONROE COUNTY.**
- Exceptions may only be authorized by the Purchasing Manager or his authorized agent prior to delivery on that same purchase order or by issuance of another purchase order.**
- The above statement applies to all purchase orders issued by Monroe County.
- PRICE CHANGE ALLOWANCE:** Price changes may be proposed by either party no later than forty-five (45) days prior to contract renewal based upon industry price trends. Should price changes not be acceptable to both parties, the contract will not be renewed. Prices may change only once per year, at the time of renewal.

**BILLING
PROCEDURE:**

All invoices for items/services sold any agency as a result of this contract must be billed in the following manner:

- Specify: 1) Purchase order number
2) Description of item(s) rented
3) Unit prices and extensions

INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT

**UNCONTEMPLATED
PURCHASES:**

Monroe County reserves the right to request separate bids for such quantities of items that may be best procured via separate public bid offering and to otherwise act in furthering its own interests.

**SECURITIES AND
INSURANCE:**

Any Certificates of Insurance, Bond, 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. Bonds and insurance must be written by companies licensed to do business in New York State, and must be on a form acceptable to Monroe County.

Failure to adhere to this may result in the award being rescinded and awarded to the next lowest bidder, or being rebid, whichever is determined by the Manager to be in the best interests of Monroe County.

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.

ADDITIONAL ITEMS:

Monroe 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.

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, 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 his ability to perform.**

**SUBMITTAL OF
BID 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 workers' compensation and disability benefits coverage or proof that they are exempt.

OTHER AGENCIES:

The Contractor must honor the prices, terms and conditions of this contract

with any and all municipalities, school districts, fire districts or other district or public authority within Monroe County. The Contractor must also offer the prices, terms and conditions of this contract to political subdivisions, fire companies or districts located entirely or partly within Monroe County. Orders placed against this contract between any subdivision or agency or corporation will be contracts solely between the Contractor 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 and any third party.

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 also any other municipality or agency, which orders from this contract.

DAMAGES:

Any damages found by the County to be the direct result of the Contractor's performance under this contract will be the responsibility of the Contractor.

CONTACT:

Questions can be directed to Gordon Weller, Environmental Services, (585) 753-7610 Ext. 7012.

EXCEPTION:

Any exception to this bid must be in writing and attached to the proposal sheet.

BP #0907-02

**EQUIPMENT RENTAL
(SMALL TO MEDIUM SIZE)**

SPECIFICATIONS

1.00 GENERAL

1.01 Scope

The MONROE COUNTY DEPARTMENT of ENVIRONMENTAL SERVICES is seeking a qualified bidder to provide equipment rental service. The following outline is intended to generally describe and specify the equipment rental service. The contract resulting from this bid will be available to all Monroe County departments and political subdivisions. However, it is anticipated that the Division of Pure Waters will request the majority of the rentals.

Notwithstanding the details presented in these specifications, it is the responsibility of the bidder to verify completeness of material lists and suitability of devices to meet the intent of the specifications.

1.02 Contact Person:

Gordon Weller
City Place
50 West Main Street, Suite 7100
Rochester NY 14614
Phone: 585-753-7610 ext. 7012

1.03 Bidder Qualification:

Each bidder must present satisfactory proof of his capacity to meet the terms of this contract including but not limited to appropriate staff, inventory and equipment. The County shall have the sole responsibility for determining, from the information submitted by the apparent low bidder, if the proposal meets the contract specifications. Should the apparent low bidder fail to meet the requirements of the contract specifications as determined by the County's review of the bidder's submissions, the bid shall be rejected and the next bidder shall be considered the low bidder. Bidders will not be allowed to submit the proposal a second time. However, additional supplementary information may be submitted, if required by the County. Each bidder must allow the contact person or his designee to inspect the bidder's facilities to verify his capacity to complete the contract.

1.04 Bidder Requirements:

The bidder shall have the capability to provide equipment for rental after normal business hours in response to the County's emergency needs. **Each bidder must supply with his bid contact names and phone numbers to cover this requirement.**

2.00 Technical Specifications

1. DEFINITIONS:

Lessor - The Contractor awarded this contract
Lessee - Monroe County

2. RENTAL RATES:

It is understood and agreed upon that the rental rates specified on the unit price sheet are based upon defined hours of the lessee's right to possession of and maximum use of the equipment rented. Hours are defined on the following rental bases as follows:

- a. Daily Basis - Any use, up to a total of eight (8) hours. Additional hours will be pro-rated according to eight (8) hour days.
- b. 5 Day weekly Basis - Any use, up to a total of five (5) days, eight (8) hours per day. Additional hours will be pro-rated according to five (5) day weeks.
- c. 20 Day Monthly Basis - Any use up to a total of twenty (20) days, eight (8) hours per day. Additional hours will be pro-rated according to twenty (20) day months.

3. RENTAL PERIOD:

The rental period shall begin on the date and time of acceptance of the equipment by the lessee and shall end at the time and date of the lessee's verbal notification to the lessor that the equipment is no longer needed. If the lessor chooses to delay picking up the equipment, thereby leaving it on the lessee's property an additional day or more beyond the daily, weekly or monthly rental period, he may do so as long as this is mutually agreeable between the two parties. **However, there will be no additional charge for the equipment to the lessee once the lessor is notified that the equipment is no longer needed.**

4. EQUIPMENT:

The lessor shall use reasonable care to see that the equipment is in proper working condition before shipment to the lessee. It is not to be actually operated or tested unless such operation or test is deemed necessary by the lessor or unless the lessee shall request such operation or test results in writing. In the event of notice to the lessor by the lessee that the equipment is not in good, safe and serviceable condition and fit for use upon its arrival, the lessor shall have the obligation to put the equipment in good, safe and serviceable condition within a reasonable length of time. If this cannot be done by the time use of the equipment is required by the lessee, then the lessor will provide a different but similar piece of equipment to the lessee for its use.

5. MAINTENANCE:

The lessor agrees to maintain the specified equipment in good operating condition throughout the term of the rental agreement and shall perform such maintenance and repair in accordance with the manufacturer's instruction. The lessor further agrees it will perform such maintenance including lubrication and the installation of replacement parts and components as the lessee may deem necessary for the preservation of such equipment. **The lessee will not be responsible for any rental charges while the equipment is down and not operating due to maintenance by the lessor.**

6. RESPONSIBILITY:

The lessor must accept full and complete responsibility for providing equipment that is in excellent operating condition, capable of performing and adequate to perform the tasks identified by the lessee. The lessee will not accept responsibility for any equipment or other damage or failure caused by the lessor's failure to provide equipment capable of performing the tasks specified.

7. DELIVERY:

All equipment must be delivered to the Monroe County work site (as specified by the ordering agency) within four (4) hours of the verbal request of the lessee. **No additional delivery/travel charges will be allowed.** The lessor's personnel are responsible for unloading (from the lessor's vehicle) the equipment upon delivery to the lessee's work site. The lessor is also responsible for reloading the equipment being returned by the lessee. Rental requests must be honored 24 hours/day, 7 days/week.

8. FUEL:

The lessor will deliver all fuel-operated equipment with a full tank of fuel. The lessee will return all equipment with a full tank of fuel and will be responsible for all refueling and related costs while the equipment is in its possession.

3.00 Unit Pricing

The bidder shall supply two (2) printed copies of a current price list with the bid package that shall include daily, weekly and monthly rental fees at their normal rental rates for all items. **The bidder shall then supply a single multiplier for the items on the price list.** These will be used to determine the lowest apparent bidder (as detailed on the unit price sheet).

Some typical examples of the items the County may wish to rent are:

1. Air Compressors
2. Air tools and accessories
3. Rollers & Compaction Equipment
4. Concrete Equipment
5. Pumps and Hoses
6. Generators
7. Welders
8. Light Towers
9. Forklifts & Material handling
10. Saws & Core Drills
11. Masonry Equipment
12. Skid Steer Loaders
13. Mini Excavators
14. Heaters
15. Landscaping Equipment

BP #0907-02
EQUIPMENT RENTAL
(SMALL TO MEDIUM SIZE)
PRICE SHEET

CATEGORY	GENERAL DESCRIPTION	RENTAL RATE		
		DAILY (to 8 hrs.)	WEEKLY (5 day week)	MONTHLY (22 day mo.)
1. Air Compressor	185 CFM	\$ 71.00	\$ 213.00	\$ 640.00
2. Air Tools & Accessories	90 lb. air hammer (breaker)	\$ 29.00	\$ 87.00	\$ 260.00
3. Rollers/Compaction Eqt.	1.5 ton vibrator roller	\$ 156.00	\$ 467.00	\$ 1,400.00
4. Concrete Equipment	2 bag mortar mixer	\$ 31.00	\$ 93.00	\$ 280.00
5. Pumps and Hoses	6", towable, diesel, trash pump	\$ 133.00	\$ 400.00	\$ 1,200.00
6. Generators	10 kw, gasoline powered generator	\$ 69.00	\$ 208.00	\$ 625.00
7. Welders	225 amp welder/generator	\$ 48.00	\$ 143.00	\$ 430.00
8. Light Towers	30', 4000 watt total, 4 lamp, diesel	\$ 44.00	\$ 133.00	\$ 400.00
9. Forklifts/Mat'l. Handling	42' boom, 8000 lb., telescopic boom forklift	\$ 233.00	\$ 700.00	\$ 2,100.00
10. Saws & Core Drills	12" gasoline powered cut off saw	\$ 32.00	\$ 97.00	\$ 290.00
11. Masonry Equipment	concrete vibrator, electric	\$ 24.00	\$ 73.00	\$ 220.00
	concrete vibrator, large, cat class 180-7810	\$ 60.00	\$ 216.00	\$ 500.00
12. Skid Steer Loaders	1300 lb. capacity skid steer loader with bucket	\$ 111.00	\$ 333.00	\$ 1,000.00
13. Mini Excavators	3900 lb. mini excavator w/12" bucket	\$ 167.00	\$ 500.00	\$ 1,500.00
14. Heaters	750,000 BTU, propane heater	\$ 50.00	\$ 150.00	\$ 450.00
15. Landscaping Equipment	landscaping rockhound for 1300 lb. capacity skid steer loader	\$ 111.00	\$ 333.00	\$ 1,000.00
16. Boom	84' - 86' 4WD, cat class 310-8526	\$ 554.00	\$ 1,400.00	\$ 3,690.00
	37' - 50', cat class 310-4003	\$ 230.00	\$ 575.00	\$ 1,650.00
	60' - 70', cat class 310-6026	\$ 315.00	\$ 714.00	\$ 1,938.00
	76' - 80', cat class 310-8026	\$ 552.00	\$ 1,400.00	\$ 3,690.00
17. Scissor	24' - 27', cat class 300-2550	\$ 140.00	\$ 344.00	\$ 750.00
	30' - 35', cat class 300-2999	\$ 184.00	\$ 410.00	\$ 887.00
	36' - 49', cat class 300-4051	\$ 195.00	\$ 440.00	\$ 1,050.00
	50' - 60', cat class 300-5050	\$ 320.00	\$ 640.00	\$ 1,650.00
18. Walk Behind Trencher 11-15HP	cat class 930-1101	\$ 170.00	\$ 600.00	\$ 1,350.00

19. 4" Gorman-Rupp tow behind pump	cat class 525-1080	\$169.00	\$469.00	\$1375.00
20. 6" Gorman-Rupp tow behind pump	cat class 525-1089	\$300.00	\$600.00	\$1800.00
21. 50KVA Generator	cat class 240-3166	\$145.00	\$485.00	\$925.00
22. 70KVA Generator	cat class 240-3186	\$185.00	\$590.00	\$1320.00
23. 180KVA Generator	cat class 240-3256	\$325.00	\$1300.00	\$3250.00
24. 120' Stick Broom	cat class 310-9826	\$1400.00	\$3200.00	\$6200.00

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 (i.e. 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.