



CONTRACT DATA SHEET

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

TITLE: Heavy Equipment Rental

CONTRACT #: 912-12

CONTRACT DATES: 10/15/12-9/30/17

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

VENDOR(S): CP Ward
100 River Rd.
PO Box 900
Scottsville, NY 14546

Ph: 585-889-8800
Fax: 585-889-1219

TERMS AND CONDITIONS

BID ITEM:

HEAVY EQUIPMENT RENTAL

FOR:

Department of Environmental Services

DEPARTMENT CONTACT:

Dale Adams, (585) 753-7622

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.

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.

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 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 **September 30, 2013**, 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 **three (3) 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 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.**

**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 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 political subdivision or district located in New York State. 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.

**SPECIFICATIONS FOR
HEAVY EQUIPMENT
RENTAL**

1.00 GENERAL:

1.01 SCOPE:

The County of Monroe is seeking a qualified bidder to furnish various pieces of Heavy Equipment on a rental basis.

1.02 LOCATION:

Any specified location within Monroe County

1.03 CONTACT PERSON:

Dale Adams
Monroe County Department of Environmental Services
Rochester Operations Center (ROC)
444 East Henrietta Road
Building 15
Rochester, NY 14620
(585) 753-7622 - Office
E-mail: dadams@monroecounty.gov

1.04 QUALIFICATIONS OF EQUIPMENT MANUFACTURER:

Consideration will be given only to products of manufacturers who can demonstrate that their product complies with the specifications. The technical information submitted by the bidder must address how the proposed equipment meets these specifications. Consideration will be given only to vendors who can demonstrate that their equipment, background and technical abilities comply with the specifications. The County shall have the sole responsibility for determining from the information submitted by the low bidder if the proposed equipment meets the specifications. Should the apparent low bidder fail to meet the requirements of the specifications as determined by the County's review, the bid shall be rejected and the next low bidder shall be considered. The County may require additional supplementary information during the review process. The bidder's technical specifications must provide sufficient detail to permit an evaluation of the proposed equipment but shall not be considered as satisfying the requirements for the submission of manuals.

2.00 DEFINITIONS:

Lessor - The Bidder(s) awarded this contract
Lessee - Monroe County

2.01 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) days/month.

2.02 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.

3.00 EQUIPMENT:

3.01 CARE:

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.

3.02 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 fuel (if the equipment is operator equipped), 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.

3.03 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 lessor also must accept full responsibility for providing licensed, qualified, experienced operators (where indicated on the unit price sheet) who can perform the work required. The lessee will not accept responsibility for any equipment or other damage or failure caused by the lessor's failure to provide equipment or operators capable of performing the tasks specified. Although the lessee will provide general supervision, the lessee will not be responsible or liable for operator negligence. In addition, the lessor agrees to defend, hold harmless and indemnify the lessee from and against any or all claims arising out of the acts or negligence of the lessor, its agents or employees.

3.04 MOBILIZATION:

This delivery and set up fee will be allowed for crawler/track type equipment.

Each bidder must indicate mobilization fees on the unit price sheet, where appropriate. Any mobilization fee(s) deemed by Monroe County to be excessive could be cause for rejection of that vendor's bid. The fee represents round trip delivery service from the lessor's place of business to the Monroe County work site.

Other equipment (i.e. rubber tire loaders), normally transported by lowboy trailer, will require rental of the lowboy trailer on this contract by the lessee.

3.05 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. The lessor may charge the lessee only the mobilization fee associated with that particular piece of equipment (if applicable). No other delivery/travel charges will be allowed. Rental requests must be honored 24 hours/day, 7 days/week.

3.06 OPERATORS:

Prices bid are for equipment without operators (unless otherwise noted on the unit price sheet). Should the lessee require an operator, the lessor must provide the operator within the delivery time frame specified and must pay applicable New York State Wage rates at a minimum. Equipment operators are the only labor titles available under this contract.

3.07 OPERATOR HOURLY RATE:

The lessor will be paid for the number of hours actually expended at the job site times the labor rate per hour as bid. Overtime rate will be defined as time and one half of the hourly rate after eight (8) hours per day and on Saturdays (1.5 x labor rate per hour). Double time will be defined as double the hourly rate for Sundays and holidays (2 x labor rate per hour).

3.08 FUEL:

Delivery and return of all equipment shall be with a full tank of fuel. The lessor will assume responsibility for fueling operator-equipped equipment during the rental period. Delivery of fuel by the lessor to the work site may be required and must be at no additional charge to Monroe County. The price of the fuel will be determined by the current market rate and will be added to the invoice as a separate item billed in gallons. The Bidder is required to submit fuel price updates to Monroe County. Fuel prices can be adjusted on a monthly basis only. The lessee will be responsible for fueling equipment provided without an operator.

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.