



CONTRACT DATA SHEET

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

TITLE: Fire Extinguisher Maintenance

CONTRACT #: BP#1201- 01

CONTRACT DATES: 1/31/04 – 1/31/07

BUYER: John Burke
PHONE: 585 - 428 - 3222
FAX: 585 - 428 - 2264

VENDOR(S): Monroe Extinguisher Co., Inc.
105 Dodge St.
Rochester, NY 14606

Phone: 585-235-3310 ext. 204
Fax: 585-235-7312

TERMS AND CONDITIONS

BID ITEM: FIRE EXTINGUISHER MAINTENANCE

FOR: VARIOUS COUNTY AGENCIES

DUPLICATE COPIES: PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY

METHOD OF AWARD: Monroe County will award a contract to the lowest responsive and responsible bidder based on the total bid. The emergency costs and price markups will not be a factor in the basis of award, but must be indicated on the UNIT PRICE sheet under "ADDITIONAL PRICING". 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 Monroe County.

CONTRACT TERM: The contract will be in effect from the date of award through January 31, 2003, with the option of renewing the contract for up to four (4) additional one (1) year terms at 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 industry price trends. Should price changes not be acceptable to both parties, the contract will not be extended. Prices may change only once per year, at the time of extension.

QUALIFIED BIDDER: The successful bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but not be limited to, length of time in business (minimum two (2) years), appropriate staff, inventory and equipment, 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 by meeting at a minimum the contractor and equipment requirements specified herein.

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 the Bid Proposal Sheet are estimated total 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 contract term.

DELIVERY: Deliveries will be F.O.B. destination as specified by a purchase order.

PURCHASE ORDER ISSUANCE: No work shall proceed against nor any items delivered against the contract until the Contractor has received a purchase order or a purchase order number. Items supplied or services rendered that are not part of this contract will not be paid for by Monroe County.

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) FULL DESCRIPTION OF WORK PERFORMED

3) LABOR RATES, 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 and/or request for quotation and to otherwise act in furthering its own interests.

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 p.m., on that day.

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.

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.**

DAMAGES:

Any damages to County equipment and/or property found to be the direct result of the Contractor's performance of services under this contract will be the responsibility of the Contractor.

EMERGENCY WORK REQUESTS:

The Contractor must maintain a telephone number where he (she) can be reached twenty-four (24) hours per day, seven (7) days per week, and must respond within four (4) hours.

ADDITIONAL SERVICES:

The County reserves the right to request additional and/or different services at a price to be negotiated between the parties, should the need for such services be required. Additional services must be approved in writing between the parties.

INDEMNIFICATION:

The Contractor agrees that it will 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 attorney's 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.

REGULATIONS:

All work shall be done in accordance with the New York State Building Code, and fire codes, laws, ordinances and other applicable regulations.

**CONTRACT
TERMINATION:**

If the successful bidder fails to supply items as bid or shall in any other respect commit a breach of their contract, and fails to remedy the same within five (5) working days after written notice from the County, Monroe County may terminate the contract resulting from this bid without any further notice to the successful bidder. Any and all costs, damages or other expenses incurred by the County as a result of the aforesaid termination shall be the direct liability of the successful bidder.

**MATERIAL SAFETY
DATA SHEETS:**

Material Safety Data Sheets (MSDS) must be provided to the using departments upon award of the bid for the recharge fluid.

EXCEPTION:

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

BP# 1201-01
FIRE EXTINGUISHER MAINTENANCE
SPECIFICATIONS

CLASSIFICATION:

Apart from the requirement to recharge extinguisher and maintain "live" extinguisher at all points of installation, the using departments may be expected to have only limited use of fire extinguisher service. Such use may be confined largely to an annual inspection, or to weighing every six months in the case of the carbon dioxide type. Hydrostatic testing shall be performed only at the intervals recommended by equipment manufacturers (five or twelve years).

ON-SITE SERVICING:

All maintenance checks and recharging of extinguisher under this contract shall be performed at the sites where such extinguisher are located.

The only exceptions to the foregoing are cylinders of fifty (50) pounds or more, wheeled extinguisher, and hydrotesting. For hydrotesting, extinguisher may be removed to the contractor's facility.

TEST FACILITIES:

Contractor must maintain his own hydrostatic facilities for low pressure and high-pressure cylinders. The high-pressure facilities shall be Bureau of Explosives Approved and meet all Department of Transportation (DOT) specifications. All hydrostatic testing shall be done on contractor's premises in proper test devices. All testing must be done in compliance with current procedure(s) prescribed by the National Fire Protection Association and the Compressed Gas Association and must meet all OSHA standards. Copies of the test records shall be submitted to Monroe County at the completion of each test. A Copy of the Bureau of Explosive approval must be furnished with the bid.

CARBON DIOXIDE STORAGE:

Extinguisher to be refilled shall be refilled only from a low pressure CO2 source, utilizing pure liquid CO2 (Example: Liquid Carbonic, Carbox, and Air Products). No CO2 refills from convertors shall be acceptable.

RECORDS:

A complete survey and control card inventory program of every extinguisher serviced by the contractor shall be instituted and/or maintained by the contractor at no additional charge to Monroe County. The contractor shall share this inventory with each operating department and the County's Director of Real Estate.

REPLACEMENT EXTINGUISHER:

Whenever an extinguisher is removed from Monroe County property, the using department may request, and contractor shall supply, a "loaner" for use until its return.

DELIVERY:

The service to be furnished under this contract shall be performed on site at the Ordering Department's Facility in quantities as requisitioned by the department.

Emergency services shall be completed the same day or night as the emergency service call.

INSTRUCTION FOR PROPOSAL:

On the bidding sheets, which follow this page, bidders must bid on every service for every size and type of extinguisher listed.

Unit prices for maintenance check must be quoted inclusive of labor costs for maintenance check. Unit price(s) entered must be in the form of a flat rate covering all of the foregoing.

QUANTITIES, ADDITIONS AND DELETIONS:

The extinguishers listed on the following page are listed by size and type. The sizes listed are only to show the variety, which the County currently owns. Other types and sizes of extinguisher may be added or deleted throughout the terms of the contract. If a new type or size is added a written price will be required from the successful bidder and must be acceptable to Monroe County. Any cost that appears to be unbalanced, unrealistic or disproportionate to the proposed unit cost will be rejected by Monroe County.

While this listing is intended to be accurate, the contract shall include the maintenance testing and repair of all County owned extinguishers, whether or not listed.

REPLACEMENT PARTS:

Replacement of damaged parts (i.e. hoses, horns) are to be replaced by the successful vendor at a discount price specified on the unit price sheet. No repairs are to be made by the contractor without prior approval from the using department. At the time of award, the successful bidder must supply two (2) copies of the parts price list.

COUNTY SITES:

Any or all County facilities will be indicated in this contract. Monroe County reserves the right to add or delete locations in this contract as deemed necessary. County facilities are primarily located in the downtown area, including the County Office Building and Public Safety Building and at the lola Complex, including Monroe Community Hospital and the Social Services Building. However, there are other County facilities located throughout the County, including, but not limited to Pure Waters, Parks and Sheriff's Facilities.

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DELIVERY:

The service to be furnished under this contract shall be performed on site at the Ordering Department's Facility in quantities as requisitioned by the department.

Regular services shall be performed or commenced within 24 hours after receipt of a purchase order, and completed within five (5) working days unless 40 or more cylinders are to be serviced at one time. If 40 or more cylinders are to be serviced at one time, a reasonable completion date shall be coordinated with the using agency before the cylinders are serviced.

Emergency services shall be completed the same day or night as the emergency service call.

INSTRUCTION FOR PROPOSAL:

On the bidding sheets which follow this page, bidders must bid on every service for every size and type of extinguisher listed.

Unit prices for maintenance check, including repair, must be quoted inclusive of labor costs for maintenance check, PLUS estimated labor and parts costs for any necessary repairs, required to put the indicated extinguisher in safe and serviceable condition by NFPA standards. Unit prices(s) entered must be in the form of a flat rate covering all of the foregoing.

QUANTITIES, ADDITIONS AND DELETIONS:

The extinguisher listed on the following page is listed by size and type. Bidders please note that there are no estimated quantities for any of these sizes shown. The sizes listed are only to show the variety which the County currently owns. Other types and sizes of extinguisher may be added or deleted throughout the terms of the contract. If a new type or size is added a written price will be required from the successful bidder and must be acceptable to Monroe County. Any cost that appears to be unbalanced, unrealistic or disproportionate to the proposed unit cost will be rejected by Monroe County.

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BP# 1201-01
FIRE EXTINGUISHER MAINTENANCE
UNIT PRICE SHEET

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1.	Hydrostatic Testing (all types)	\$ <u>5.00</u>
2.	<u>Recharge Rate</u> CO2 5#	\$ <u>6.00</u>
3.	“ CO2 10#	\$ <u>8.00</u>
4.	“ CO2 15#	\$ <u>9.00</u>
5.	“ CO2 20#	\$ <u>10.00</u>
6.	“ Dry Chemical 2.5#	\$ <u>7.00</u>
7.	“ Dry Chemical 5#	\$ <u>8.50</u>
8.	“ Dry Chemical 10#	\$ <u>11.50</u>
9.	“ Dry Chemical 15#	\$ <u>11.50</u>
10.	“ Dry Chemical 20#	\$ <u>16.00</u>
11.	“ Dry Chemical 30#	\$ <u>18.00</u>
12.	“ 2.5 gallon water	\$ <u>3.00</u>
13.	" K-Class	\$ <u>78.40</u>
14.	Inspection of Regular Hand-Held Portables	\$ <u>1.00</u>
15.	Inspection of Large or Wheeled	\$ <u>15.00</u>
16.	Restaurant System Inspection	\$ <u>60.00/per tank</u>
17.	Gas Station/Industrial Inspection	\$ <u>40.00/per tank</u>
18.	50# Dry Chemical System Recharge	\$ <u>123.60</u>
19.	35 lb. Inspection	\$ <u>31.00/unit</u>
20.	Wheeled Engine Test	\$ <u>125.40/test</u>
21.	NT Recharge Nitrogen Wheeled	\$ <u>48.50</u>
22.	150PK 150 lb. Purple K Recharge	\$ <u>323.10</u>

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 via e-mail.