



# CONTRACT DATA SHEET

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

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**TITLE:** Antenna/Tower Repair

**CONTRACT #:** 317-12

**CONTRACT DATES:** 4/9/12-3/31/17

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

**VENDOR(S):** Patriot Towers  
870 Scottsville-Chili Rd.  
Scottsville, NY 14546

Ph: 585-889-3391  
Fax: 585-889-5588



**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 **March 31, 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.**

**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.**

**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.

**OTHER AGENCIES:**

The Contractor(s) must honor the prices, terms and conditions of this contract with political subdivisions or districts. 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. 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.

**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.

**HOURLY RATE:**

The Contractor shall be paid for the number of hours actually expended at the job site times the labor rate per hour, as bid. Overtime rate shall 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 shall be defined as double the hourly rate for Sundays and holidays (2 x labor rate per hour).

**WRITTEN ESTIMATES:**

In every instance that the Contractor anticipates that a job may cost \$1,000.00 or more, the Contractor must, prior to commencing work, give a written estimate for the work to the ordering department. The estimate must show labor and materials cost. The County reserves the right to independently purchase any equipment or supplies needed to execute a project conducted under this contract. The Contractor may not proceed with the work until written approval is given by the ordering department. If the estimate is considered too high, the County maintains the option of obtaining open market quotations, providing materials or changing the scope of the work. In any job where the estimate is fifteen hundred dollars (\$1,500.00) or more, the vendor must obtain approval of the Purchasing Manager or his designee. The County also maintains the right to cancel a request.

**PRICE CHANGES:**

The labor rate per hour shall remain firm for the contract term unless established wage schedules are increased by the New York State Department of Labor. In the event such wages are increased by NYSDOL, the Contractor's labor rate per hour may be increased at a percentage exactly equal to that of NYSDOL wage schedules. 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 the extension.

**MATERIAL COSTS:**

All materials shall be itemized on each invoice and billed at a percentage above the Contractor's cost. Each item must include a full description, including manufacturer, stock number and unit price. The County reserves the right to audit the Contractor's records to determine that the County is being charged no more than that percentage above the Contractor's cost.

**EMERGENCY WORK REQUESTS:**

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

**EXCEPTIONS:**

Any exception to this bid must be in writing and attached to the Proposal Sheet.

**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.

**WAGE RATES:**

Pursuant to the provision of Section 220-A of the New York State Labor Law, as amended, the Contractor (and his Sub-Contractors); will be obligated to pay all workers in the covered classes the applicable prevailing wage rates and supplements. The minimum hourly wage rate to be paid the various classes of labor performing work under this contract shall be in accordance with schedules which have been established or may hereafter be established or increased by the New York State Department of Labor during the contract term.

**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.

**UNIT PRICE SHEET**

<b><u>DESCRIPTION</u></b>	<b><u>HOURLY RATE</u></b>
1 man/vehicle	\$84.13
2 men/vehicle	\$156.26
3 men/vehicle	\$234.39
4 men/vehicle	\$312.52
5 men/vehicle	\$390.65

Material cost plus 10%

Monroe County is seeking to contract with a vendor to provide labor and equipment to perform any necessary antenna or tower work needed on any of their radio systems. This is to include but not be limited to tower, antenna and cable installation and repair, exothermic welding and grounding. Work will be performed at any site inside Monroe County where Public Safety Communications determines work is needed.

***Non-Emergency Service:***

Non-emergency service is to be provided by the vendor with a 14 day response from time of notification. All work is to be completed in a timely manner.

***Emergency Service:***

Emergency service is to be provided by the vendor with a 2 hour response from time of notification. Vendor must provide an emergency number that they can be reached at 24 hours per day, 7 days per week.

***Workmanship:***

All work is to comply with Motorola R-56 Standards and Guidelines for Communications Sites #6881089E50-A, National Electrical Code and manufacturer's specifications. Any specifications that differ or contradict, the vendor is to get clarification from Monroe County before work is started. A representative from Monroe County must inspect all work at completion and signoff on the work before vendor leaves the work site. All work is to have a 1 year defect warranty.

***Labor:***

Vendor is to provide separate labor rates for 1,2,3,4,5 people for emergency and non-emergency service. Monroe County will approve the amount of laborers needed on each job. Monroe County can increase the amount of hours worked per day if they determine that it is needed. Billable time is to start from when the vendor arrives on site to the time work is completed for the day. All laborers must be properly trained and proficient in all aspects of towers, antennas, cables, connectors and associated hardware installation. Monroe County has the right to send any employee back at the vendor's expense they feel does not meet their standards. Lunch breaks shall not be included as time worked.

**Equipment:**

The vendor is to have all the appropriate equipment at their access to complete all work in a timely manner.

**Materials:**

All materials shall be provided by Monroe County or purchased from the vendor on a cost plus basis. This is to be shown on the unit price sheet. The vendor is responsible for transporting all materials to the job site. Billable time shall start when the vendor arrives at Cobbs Hill to pick up the materials.

**Safety:**

All laborers must obey all OSHA safety standards at all times. All appropriate safety equipment must be used at all times. Monroe County has the right to send any employee back at the vendor's expense that they feel is a safety hazard.

**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.***