



CONTRACT INFO SHEET

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

DATE: **JANUARY 29, 2016**

CONTRACT EXTENSION

BID TITLE: PORTABLE TRASH PUMP MAINT. & REPAIR

CONTRACT #: BP#1214-11 (4700006822)

CONTRACT DATES: 02/01/2012 – 01/31/2017

BUYER: **Greg Hart**
PHONE: 585-753-1135
FAX: 585-324-1379

VENDOR(S): #101664
Rain for Rent
5626 Tec Drive.
Avon, NY 14414
585-226-8280
Judith Gibson, Office Manager
Email: jjgibson@rainforrent.com

CHANGES AS FOLLOWS: CONTRACT HAS BEEN EXTENDED THROUGH
JAN 31,2017. Pricing effective 2/1/2016.

Greg Hart
Buyer
585-753-1135

XC: BP FOLDER
VENDOR
S. WILCOX

TERMS AND CONDITIONS

BID ITEM: PORTABLE TRASH PUMP MAINTENANCE & REPAIR

FOR: MONROE COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES

DEPARTMENT CONTACT: Steve Christensen (585) 509-2847

CONTRACT AWARD: Monroe County intends to award a contract to the lowest responsible and responsive bidder based on the Grand Total. Contractors 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 interests of Monroe County.

CONTRACT TERM: Contract will start with the date of the contract award and run through January 31, 2013 with the option to renew the contract up to four (4) additional one (1) year periods 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: By submitting a bid, bidders are certifying that they have the experience, equipment, personnel and inventory to service all of the types of engine powered pumps listed herein. All bidders must, within forty-eight (48) hours provide proof of their ability to service this contract. In addition, bidders may be required to submit within forty-eight (48) hours, a list of three (3) organizations with whom they have held contracts of similar size and scope within the last three (3) years. The list must include:

1. Name of Company
2. Phone Numbers
3. Contact Person

The County reserves the right to reject any bidder who, in the County's sole discretion, cannot demonstrate a proven track record of successfully maintaining equipment of the type listed in this specification.

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.

**PURCHASE ORDER
ISSUANCE:**

No work shall proceed against nor shall any items be delivered against this 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 services provided as a result of this contract must reference the County's Purchase Order number. Invoices without this information will not be processed for payment.

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 application 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. Wage rate schedules may be accessed at www.labor.state.ny.us.

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).

QUANTITIES:

The quantities listed on the unit price sheet are the **estimated total annual requirements**. These estimates should not be construed to represent guaranteed maximum or minimum quantities to be purchased during the contract period. All unit prices bid will be extended for the actual number of units purchased.

WRITTEN ESTIMATES:

In every instance that the contractor anticipates that any emergency or follow-up job may cost five hundred dollars (\$500.00) or more, the contractor must, prior to commencing work, give a written estimate for the work. The estimate must show labor and materials cost. Materials must be priced according to the contract.

MATERIAL COSTS:

All materials shall be itemized on each invoice and billed at five percent (5%) 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 five percent (5%) above the contractor's cost.

**EMERGENCY WORK
REQUESTS:**

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

SUBCONTRACT:

The contractor shall not subcontract any work without first obtaining the written consent of the Purchasing Manager of the County of Monroe.

DAMAGES:

Any damages found to be the direct result of the Contractor's performance of services on any Monroe County engine powered pump will be the responsibility of the Contractor. This shall include, but not be limited to, repair or replacement of any pump damaged by the Contractor while performing this contract.

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.

BID/PERFORMANCE SECURITY:

A certified check or standard irrevocable letter of credit on bank licensed to do business in New York State in the amount of one thousand dollars (\$1,000) shall be submitted with the bid as a bid bond. The bid deposit of the successful bidder will be retained during the contract term as a performance security. The County reserves the right to utilize some or all of the performance security to obtain items and/or services on the open market should the contract fail to meet the contract terms specified herein.

SECURITIES AND INSURANCE:

Any Certificate 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.

WARRANTY/ GUARANTEE:

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/guarantee all goods/services for a period of one (1) year from the date of acceptance and Bidder shall be obligated to repair or replace all defects in material or workmanship which are discovered or exist during said one (1) year period. All labor, parts and transportation shall be a Bidder's expense.

SUBMITTAL OF FORMAL PROPOSAL:

Formal proposal must be legible and submitted in the original form bearing an original signature. **EMAILS AND FACSIMILIES ARE NOT ACCEPTABLE.**

EXCEPTIONS:

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

REPORT OF ACTIVITY:

The contractor must, upon request, provide the County Purchasing Manager with detailed information showing amount of activity conducted under this contract. This includes not only the County but any other municipality or agency which utilizes services from this contract.

ADDITIONAL ITEMS:

The County reserves the right to add related items and services 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.

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.

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.

PORTABLE TRASH PUMP MAINTENANCE AND REPAIRS

SPECIFICATIONS

1. **Preventive Maintenance:**

Upon receipt of a purchase order for preventative maintenance, the vendor must contact the department within five (5) business days. The preventative maintenance must be scheduled within the next fourteen (14) business days on a day agreed upon between both parties. The work to be performed during the preventative maintenance is outlined in **Attachment A**.

A. **Location/Hours:**

The vendor will have to be located within a one (1) hour drive of the Frank E. Van Lare Treatment Plant (1574 Lakeshore Blvd., Rochester, NY 14617). The vendor will also be expected to be open at least 35-40 hours a week Monday- Friday to ensure that repairs can be completed during the work week.

B. **Turnaround Time:**

The vendor will be expected to return the pump in one (1) week from the date it was picked up for maintenance.

C. **Service Slip:**

The vendor will be required to complete a service slip (vendor's own) at the completion of his preventative maintenance. The vendor will also be required to complete the County checklist (**Attachment A**) which includes recommended repairs. This check list must be submitted in typewritten form to the ordering department within seven (7) days after the preventative maintenance. The checklist shall be completed at every scheduled visit. During emergency visits only the issue that warranted the service call shall be addressed.

Mileage:

There shall be no separate mileage charge for pick-up and delivery or emergency visits.

2. **Emergency Service Repair visits:**

The vendor will be required to provide twenty-four (24) hour emergency repair service to Monroe County as needed. The vendor shall arrive at the problem site according to the following:

- Within one and a half (1.5) hours from receipt of the repair call Monday-Friday 7:00 AM - 3:00 PM.
- Within two and a half (2.5) hours from receipt of the repair call Monday-Friday 3:00 PM - 7:00 AM, weekends, and holidays.
- The total time is to be calculated from the time of arrival at the job site to the time of completion of the service call, with exception of any personal time (i.e.meal break) for the contractor. No time charge will be considered for the trip to or from the job site.

3. **Replacement parts:**

All replacement parts will be billed to the County at the contractor's cost plus five percent (5%). The County reserves the right to conduct an audit or to request documentary evidence to substantiate any prices billed for replacement parts.

4. **Damages:**

Any damages found to be the direct result of the contractor's performance of services on the Monroe County equipment will be the responsibility of the contractor. This shall include repair or replacement of any equipment damaged by the contractor while performing the service of the contract.

5. **Pre-Bid inspection:**
Vendors are encouraged to arrange a pre-bid inspection of the equipment to be maintained and review all available data. Any failure by the bidder to acquaint themselves with the available information concerning the work will not relieve them from the responsibility of carrying out the work intended by this contract.

6. **Service- Job Site:**
It is the vendor's responsibility to arrange for pick-up and return of the equipment at the job site.

7. **Locations:**
There are two (2) sites that have equipment:

Frank E. Van Lare Wastewater Treatment Facility (**FEV**)
1574 Lakeshore Blvd.
Rochester N.Y. 14617

Rochester Operation Center (**ROC**)
444 East Henrietta Road
Rochester NY 14620

8. **Frequency of Preventive Maintenance:**
The equipment shall have maintenance done every two hundred fifty (250) hours of use or every six (6) months, whichever comes first. Both the pump and the engine are to be checked every time.

9. **Charges for Preventative Maintenance Work:**
The pricing of Preventative Maintenance work on the unit price sheet **must** include mileage to pick up the pump for the PM work and the delivery of the pump when the work is complete.

10. **Pump Descriptions:**

CD100M 4" Godwin W/Standard Controller (3650 ROC) trailer mount.
CD100M 4" Godwin W/Standard Controller (3648 ROC) trailer mount.
CD103M 4" Godwin W/Primeguard Controller (4638 ROC) trailer mount.
CD150M 6" Godwin W/Standard Controller (3578 ROC) trailer mount.
CD150M 6" Godwin W/Standard Controller (4671 ROC) trailer mount.
CD150M 6" Godwin W/Primeguard Controller (3649 ROC) trailer mount.
CD225M 8" Godwin W/Primeguard Controller (4396 ROC) trailer mount.
CD225M 8" Godwin W/Primeguard Controller (4395 ROC) trailer mount.
DPC30012" Godwin W/Primeguard Controller (4354 FEV) skid mount.
6JSCEDJ DST45TM 6" Thompson W/Digital Controller (3583 ROC) trailer mount.

ATTACHMENT A

PORTABLE DRY PRIMING PUMP PREVENTATIVE MAINTENANCE

CHECK LIST

1. WORK TO BE PERFORMED ON ENGINES:

- Check all fluids.
- Change oil and filter.
- Check hose and belt condition.
- Air cleaner condition.
- Fuel filter condition, fuel lines and check valve clear and operational.
- Radiator clean core and no leaks.
- Coolant tested for adequate protection.
- No chaffing or cuts on wires, electrical connections checked.
- Battery load test and charging system working properly.
- Gauges working properly.
- Engine RPM set correctly.
- Muffler system intact.
- No visible leaks on engine.
- No unusual noises or vibrations.
- Check coupling condition.
- Engine shutdown works properly.
- Engine and pump mounting bolts tight.

2. WORK TO BE PERFORMED ON THE PUMPS:

- Check Non return valve in good condition with a positive seal.
- Check impeller and volute condition.
- Check impeller clearance front and back.
- Inspect front and rear wear plate.
- Complete inspection of the priming system.
- Venturi cleaned and inspected, nozzle/jet, ball/seat, o rings.
- Compressor inspected, belt, oil lines, air line, must produce rated cfm.
- Mechanical oil seal inspect for leaks and level.
- Check mechanical seal oil lubrication for contamination.
- Check Bearing bracket lubrication.
- Vacuum test with engine running, must be at least 25" Hg.
- Vacuum test with engine off must hold for 30 minutes.

3. WORK TO BE PERFORMED ON THE TRAILERS:

- Fuel tank inspected and checked for water.
- Fuel cap seals tightly.
- All bolts checked for tightness.
- Axle bearings checked for wear and lubrication.
- Tires, wheels, lug nuts, air pressure, checked, etc.
- Hitch assembly not damaged or worn.
- Safety chains present and free from damage.
- Jack stands in good condition and operational.
- All lights operational.
- Surge brakes working properly.

4. WORK TO BE PERFORMED ON NON-PRIMEGUARD CONTROLLERS:

- Check proper operation of throttle control and throttle actuated fuel cutoff switch.
- Inspect for loose wires.
- Glow plugs working properly.
- Oil pressure gauge and low oil pressure switch working properly.
- Hour meter working properly.
- Key switch, working properly.

5. WORK TO BE PERFORMED ON PRIMEGUARD CONTROLLER:

- Check for proper operation of unit.
- Check for proper programming of the unit.
- Verify that the level transmitter will control the pump properly.
- Switches and touchpad working properly.

BP1214-11
 PORTABLE TRASH PUMP MAINTENANCE/REPAIR
 PRICING EFFECTIVE 2/1/2016-1/31/2017
 REVISED 1/5/16 EXTENSION 4

SAP CONTRACT #4700006822
 VENDOR #101664
 RAIN FOR RENT

| CONTRACT ITEM # | MATERIAL MASTER | SECTION-I PREVENTIVE MAINTENANCE (INCLUDING MILEAGE) | ORDERING UNIT | 2016UNIT PRICE |
|-----------------|-----------------|--|---------------|----------------|
| 10 | 1032413 | PM SVC-CD100M 4" Godwin w/Standard Controller (3650 ROC) trailer mount | EA | \$ — |
| 15 | 1032417 | PM SVC-CD100M 4" Godwin w/Standard Controller (3648 ROC) trailer mount | EA | \$ 343.35 |
| 20 | 1032419 | PM SVC-CD103M 4" Godwin w/Primeguard Controller (4638 ROC) trailer mount | EA | \$ 343.35 |
| 22 | 1035195 | PM SVC-CD103M 4" Godwin w/Primeguard Controller (4821 ROC) trailer mount | EA | \$ 343.35 |
| 25 | 1032420 | PM SVC-CD150M 6" Godwin w/ Standard Controller (4822 ROC) trailer mount | EA | \$ 343.35 |
| 30 | 1032421 | PM SVC-CD150M 6" Godwin w/Standard Controller (4881 FEV) trailer mount | EA | \$ 343.35 |
| 35 | 1032422 | PM SVC-CD150M 6" Godwin w/Primeguard Controller (3649 ROC) trailer mount | EA | \$ 343.35 |
| 40 | 1032423 | PM SVC-CD225M 8" Godwin w/Primeguard Controller (4395 ROC) trailer mount | EA | \$ 343.35 |
| 45 | 1032424 | PM SVC-CD225M 8" Godwin w/Primeguard Controller (4396 ROC) trailer mount | EA | \$ 343.35 |
| 46 | 1040700 | PM SVC-CD225M 8" Godwin w/Primeguard Controller (5004 ROC) trailer mount | EA | \$ 343.35 |
| 47 | 1040701 | PM SVC-CD225M 8" Godwin w/Primeguard Controller (4986 ROC) trailer mount | EA | \$ 343.35 |
| 50 | 1032425 | PM SVC-DPC300 12" Godwin w/Primguard Controller (4354 FEV) skid mount | EA | \$ 490.50 |
| 55 | 1032426 | PM SVC-6JSCEDJ DST45TM 6" Thompson w/Digital Controller (4671 ROC) trailer mount | EA | \$ 343.35 |
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BP1214-11
 PORTABLE TRASH PUMP MAINTENANCE/REPAIR
 PRICING EFFECTIVE 2/1/2016-1/31/2017
 REVISED 1/5/16 EXTENSION 4

SAP CONTRACT #4700006822
 VENDOR #101664
 RAIN FOR RENT

| CONTRACT ITEM # | MATERIAL MASTER | SECTION II-HOURLY RATES FOR EMERGENCIES | ORDERING UNIT | 2016 Price Per Hour |
|-----------------|-----------------|---|---------------|---------------------|
| 60 | 1032427 | PUMP SVC-EMERGENCY CALL (M-F 7AM-3PM) | HR | \$ 49.05 |
| 65 | 1032428 | PUMP SVC-EMERGENCY CALL (M-F 3PM-7AM) | HR | \$ 63.71 |
| 70 | 1032429 | PUMP SVC-EMERGENCY CALL (WEEKEND/HOLIDAY) | HR | \$ 63.71 |
| | | | | |
| 75 | 1032431 | PUMP SVC- REPLACEMENT PARTS/ 5% MARK-UP | DL | \$ 1.00 |