



# CONTRACT INFO SHEET

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

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**DATE:** October 31, 2024

## CONTRACT EXTENSION

**BID TITLE:** GENERATOR MAINTENANCE & REPAIR

**CONTRACT #:** 0808-22 (7700000027)

**CONTRACT DATES:** 10/31/2024-11/01/2025

**BUYER:** CATHERINE SHAFER

**PHONE:** 585-753-1183

**FAX:** 585-753-1104

**VENDOR(S) :** VENDOR# 11104201  
PENN POWER SYSTEMS  
350 BAILEY AVENUE  
BUFFALO NY 14210  
ATTN: ROSS AYDEOTTE

**CHANGE AS FOLLOWS:** CONTRACT HAS BEEN EXTENDED THROUGH  
NOVEMBER 1, 2025. NO PRICE CHANGE FOR THE  
YEAR.

  
CATHEIRNE SHAFER  
BUYER

**XC:** BP FOLDER  
BUYER  
DEPT



# CONTRACT DATA SHEET

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

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**DATE:** October 25, 2022

**NEW CONTRACT**

**TITLE:** GENERATOR MAINTENANCE & REPAIR

**CONTRACT #:** 0808-22 (7700000127)  
11-01-2022 – 10-31-2023

**BUYER:** Catherine Shafer  
**PHONE:** 585/753-1183  
**FAX:** 585/753-1104

**VENDOR(S):** Ken Glowacki, Territory Manager  
Penn Power Systems  
350 Bailey Ave.  
Buffalo, NY 14210-1737

A handwritten signature in blue ink, appearing to read "C. Shafer", is written over a light blue circular stamp.

Catherine Shafer  
Buyer

XC: BP FILE  
BUYER  
VENDOR

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION AND RESPONSIBILITY**

The undersigned certifies, to the best of his/her knowledge and belief, that the Contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
2. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

**CERTIFICATION REGARDING MONROE COUNTY PROCUREMENT POLICY  
AND CONSEQUENCES FOR VIOLATION**

The undersigned certifies, to the best of his/her knowledge and belief, that the Contractor and its principals:

5. Have read and understand the Monroe County Procurement Policy and agree to abide by its terms (<http://www2.monroecounty.gov/purch-overview.php>);
6. Understand that any violation of the Monroe County Procurement Policy may result in the exclusion of any response to a public bid, Request for Proposals (RFP) or Request for Qualifications (RFQ) submitted on our behalf; and
7. Understand that any contract or agreement entered into subsequent to a violation of this policy during the procurement process is null and void.

Date:

Sept 7<sup>th</sup>, 2022

Lenn Power Systems  
[Print Name of Contractor]

By:

[Signature]  
[Signature]

Ken Glowacki  
[Print Name]

Territory Manager  
[Print Title/Office]

### MONROE COUNTY EQUAL PAY CERTIFICATION

The undersigned certifies, to the best of his/her knowledge, that the Contractor:

1. Compensates its employees in compliance with the Federal Equal Pay Act, 29 USC § 206, and the New York State Labor Law § 194, as amended from time to time ("Equal Pay Laws").
2. Has not been subject to an adverse finding by the United States Department of Labor, New York State Department of Labor or a court of law with regard to the Equal Pay Laws within the previous five years ("Adverse Finding"). If the Contractor has been subject to an Adverse Finding, the Contractor shall immediately disclose in writing the outcome and circumstances of such Adverse Finding to the County Purchasing Manager at the following address: Room 200, County Office Building, 39 West Main Street, Rochester, New York 14614.
3. Is not the subject of any currently pending claims involving the Equal Pay Laws. If the Contractor is the subject of any currently pending claims involving the Equal Pay Laws, the Contractor shall immediately disclose in writing to the County's Purchasing Manager the nature and status of such claims.
4. Acknowledges that the violation of one or more of the Equal Pay Laws or its filing of a false or misleading Monroe County Equal Pay Certification during the term of the Contractor's agreement with Monroe County may constitute grounds for the County in its sole discretion to immediately terminate such agreement with the Contractor and for determining the Contractor to be not qualified to participate in future Monroe County contracts.
5. Acknowledges that the Contractor will cooperate with the County's compliance monitoring and periodic auditing of Certifications provided by the Contractor to the County.

Date:

Sept 7<sup>th</sup>, 2022

Renn Power Systems  
[Print Name of Contractor]

By:

[Signature]  
[Signature]

Ken Glowacki  
[Print Name]

Territory Manager  
[Print Title/Office]

9/4/2020

## TERMS AND CONDITIONS

**BID ITEM:**

**GENERATOR MAINTENANCE & REPAIR**

**FOR:**

**MONROE COUNTY**

**BUYER  
CONTACT:**

The Buyer, identified below, is the sole point of contact regarding this Bid from the date of issuance until the bids are opened and the results made public.

Catherine Shafer  
Monroe County Division of Purchasing  
200 County Office Building  
39 West Main Street  
Rochester, NY 14614

Phone: 585-753-1183

Email: [cshafer@monroecounty.gov](mailto:cshafer@monroecounty.gov)

All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later noon (12:00 PM Eastern Time) on **Wednesday, August 24, 2022**

All questions will be answered and documented in writing as an Addendum to the Bid. These will be sent out to all Bidders who received the original Bid no later than **Wednesday, August 31, 2022**

**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 and **MWBE requirements** for 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 Insurance** coverage or **PROOF** that they are exempt. (Visit [www.wcb.ny.gov](http://www.wcb.ny.gov) for forms.)

**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.

**BRAND REFERENCE:**

References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.

**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, **MWBE Utilization Plan**, 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. 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.

**NYS WAGE RATES:**

Pursuant to the provision of Section 220-A of the New York State Labor Law, as amended, the Contractor (and related Subcontractors) will be obligated to pay all workers in the covered classes only 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.  
**Refer to NYS Wage Schedule PRC# 20220008902 developed for this project.**

**MINIMUM ORDER:**

No minimum order is specified for this contract. Agencies must be able to order as needed.

**DELIVERY:**

All deliveries shall be **F.O.B. Destination (Monroe County) to the County Department** as specified by a Purchase Order. Delivery costs must be built into the unit prices bid. Deliveries must be made within **two (2) 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.**



**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 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 successful Bidder shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager. **Notwithstanding the foregoing, subcontractor(s) set forth in a Bidder's MBE/WBE Utilization Plan submitted pursuant to the Minority and Women Owned Business Enterprise Requirements and approved by the County's Director of Diversity, Equity, and Inclusion shall be deemed to be approved subcontractor(s).**

**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.

**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 P.M. on that day.

**COMPLIANCE WITH  
THE LAW:**

The Contractor agrees to procure all necessary licenses and permits. The Contractor shall comply with all laws, rules, and regulations pertaining to the payment of wages and all other matters applicable to the work performed under 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 other 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.

**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.

**EQUAL PAY  
CERTIFICATION:**

Prior to the execution of this Agreement, the Contractor shall submit to the County an Equal Pay Certification ("Certification") affirming the Contractor's compliance with the Federal Equal Pay Act, 29 USC § 206 and New York State Labor Law §194, as amended from time to time ("Equal Pay Laws"). As set forth in the Certification, the Contractor's violation of one or more of the Equal Pay Laws or its filing of a false or misleading Certification during the term of this Agreement may constitute grounds for the County in its sole discretion to immediately terminate the Agreement and for determining the Contractor to be not qualified to participate in future Monroe County contracts.

**MINORITY AND  
WOMEN'S BUSINESS  
ENTERPRISE  
REQUIREMENTS**

a. Requirements

The Bidder shall take affirmative steps to afford opportunities for MBE and WBE firms on the project and the Bidder shall make its best efforts to meet the MBE/WBE participation goals established for this project. The specific affirmative steps to be taken by Bidder are described in subparagraphs b and d below.

The Bidder shall designate, in writing, an executive of its company who will have overall responsibility for implementing the Bidder's MBE/WBE Utilization Plan. The successful Bidder shall be responsible for maintaining records showing subcontractor awards to MBE and WBE firms and all specific efforts to award subcontracts to such firms even if not successful. A copy of the monthly report form is included in these Requirements. This report form is to be completed by the successful Bidder and submitted to the County with each monthly progress payment application.

Bidders that are either MBEs or WBEs will be allowed to include their own participation towards meeting MBE/WBE participation goals established for this project. In the event a Bidder is a MBE, such Bidder shall remain subject to the goal of subcontracting at least three percent (3%) of the total cost of services to a WBE. In the event a Bidder is a WBE, such Bidder shall remain subject to the goal of subcontracting at least twelve percent (12%) of the total cost of services to a MBE. In the event a Bidder is both a MBE and WBE, the Bidder shall choose one of the two designations and shall remain subject to the subcontracting best efforts requirement for the designation not chosen.

M/WBE firms must be certified by the New York State office of Minority and Women's Business Development or the Monroe County M/WBE Certification Program (locally funded contracts only). The County reserves the right to require specific certification program(s) for its projects.

The successful Bidder shall also be required to submit payment records, which demonstrate payment by the Bidder to all subcontractors, including the MBE and WBE firms utilized on the project. Such submissions shall include affidavits certifying payments to subcontractors for work previously paid for by the County. A copy of the Affidavit of Payment form to be utilized by the Bidder is included in these Specifications.



**MINORITY AND  
WOMEN'S BUSINESS  
ENTERPRISE  
REQUIREMENTS  
CONTINUED**

b. **Bidder's Detailed M/WBE Utilization Plan**

An M/WBE utilization plan shall be submitted with each Bid. The utilization plan must include a detailed MBE/WBE Utilization Plan form and a signed Letter of Intent from each of the MBE/WBE firms identified in the Plan. The Plan must identify the MBE and WBE firms to be utilized by the Bidder. If specific spend information is not available, complete details must be provided on the actual work M/WBEs will complete on the project, together with an explanation as to why spending data is not available shall be provided. If a firm is unable to show attainment of program goals when submitting the utilization plan, Bidder must submit a Request for M/WBE Utilization Waiver with the initial bid. An approved Utilization Plan or granted utilization waiver will be required prior to contract issue. If the Utilization Plan is reviewed and determined to be insufficient and/or a utilization waiver is not granted, the bid may be disqualified as non-responsive.

The County's Director of Diversity, Equity, and Inclusion (DEI) shall be responsible for approving Bidder's MBE/WBE Utilization Plan; any utilization waiver applications; and/or reviewing each subcontractor's MBE or WBE certifications.

The successful Bidder will be obligated, throughout the term of the Contract, to furnish to the County's M/WBE Program Manager copies of all subcontracts with M/WBE firms for Project work. Failure to provide the County with a copy of such subcontracts prior to commencement of the subcontracted work shall constitute a breach of Bidder's obligations and the County shall have the right, at its discretion, to order the work suspended until Bidder has complied with this provision. Any costs associated with or resulting from a suspension of work due to Bidder's failure to comply with this provision shall be Bidder's sole responsibility.

Any amendments to the Utilization Plan submitted by Bidder must be approved by the County's M/WBE Program Manager, including, without limitation, changes in the work to be subcontracted to MBE/WBE firms; changes in the use of MBE/WBE firms; and/or substitutions of MBE/WBE firms. Updated utilization plans shall be submitted for change orders over \$20,000.

**MINORITY AND  
WOMEN'S BUSINESS  
ENTERPRISE  
REQUIREMENTS  
CONTINUED**

c. **Disqualification of Proposals**

Without limiting other grounds for the disqualification of bids on the basis of nonresponsiveness and/or nonresponsibility, the County may disqualify a bid as being nonresponsive and/or nonresponsible for failure to provide a timely MBE/WBE Utilization Plan, obtain a waiver, and/or remedy noted deficiencies in the Bidder's MBE/WBE Utilization Plan.

d. **Best Effort**

Where it appears that a Bidder, after making its best efforts, cannot comply with M/WBE participation requirements, a Bidder may submit a written application with its bid requesting a partial or total waiver of such requirements, setting forth the reasons for the Bidder's inability to meet any or all of the participation requirements and an explanation of the efforts undertaken by the Bidder to obtain the required participation of certified businesses. The County's Director of DEI will evaluate utilization waiver applications to determine if the Bidder's efforts are sufficient to grant the waiver. Efforts to obtain M/WBE participation that are merely pro forma are not best efforts, nor are efforts that, even if they are sincerely motivated, given all relevant circumstances, could not reasonably be expected to produce a level of M/WBE participation sufficient to meet the goal. In order to evaluate a Bidder's best efforts, the County's Director of DEI will consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder has made. Below is a list of the types of actions which the County's Director of DEI will consider as part of the Bidder's best efforts to obtain M/WBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exhaustive or exclusive. Other factors or types of efforts may be relevant in appropriate cases:

1. The Bidder shall conduct market research to identify small business contractors and suppliers and solicit, through all reasonable and available means, the interest of all certified M/WBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events; advertising and/or written notices; posting of notices of sources sought and/or requests for proposals, written notices or emails to all certified M/WBEs listed in the appropriate directory of certified firms that specialize in the areas of work desired and which are located in the area or surrounding area.
2. The Bidder shall solicit this interest as early in the bidding process as practicable, to allow the M/WBEs to respond to the solicitation and submit a timely offer. The Bidder shall determine with certainty if the M/WBEs are interested by taking appropriate steps, including following up the initial solicitation with at least one additional solicitation via a different media. **The Bidder shall solicit quotes from qualified firms listed in the NYS M/WBE or Monroe County directory, regardless if they have their own database of M/WBE firms.** The Bidder shall keep records of efforts to solicit and negotiate with M/WBEs as evidence of best efforts. These records must include the firms contacted, method of contact, evidence of actions, and contact information of individuals that were sent outreach efforts. M/WBE firms should be given a minimum of 10 business days to submit quotes.
3. Selecting portions of the work to be performed by M/WBEs in order to increase the likelihood that the M/WBE goal will be achieved. This includes, where appropriate, either breaking down operations or combining like or related operations into logistically and economically feasible units to facilitate M/WBE participation, **even when the Bidder might prefer to perform these work items with its own forces.** This may include, where possible, establishing flexible time frames for performance and delivery schedules in a manner that encourages and facilitates M/WBE participation

**MINORITY AND  
WOMEN'S BUSINESS  
ENTERPRISE  
REQUIREMENTS  
CONTINUED**

4. Providing interested M/WBEs with adequate information on where and how to obtain the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their timely offer.
5. Negotiating in good faith with interested M/WBEs. It is the Bidder's responsibility to make a portion of the work available to M/WBE subcontractors and material suppliers and to select those portions of the work or material needs consistent with the available M/WBE subcontractors and material suppliers, to facilitate M/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of M/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for M/WBEs to perform the work.
6. Additional Costs. The fact that there may be some additional costs involved in finding and using M/WBEs is not in itself sufficient reason for a Bidder's failure to meet the contract M/WBE goal, as long as such costs are reasonable. The ability or desire of a Bidder to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make best efforts.
7. Replacement Firms. A Bidder's inability to find a replacement M/WBE at the original price is not sufficient to support a finding that best efforts have been made to replace the original M/WBE. The fact that the Bidder has the ability and/or desire to perform the contract work with its own forces does not relieve the Bidder of the obligation to make best efforts to find a replacement M/WBE, and it is not a sound basis for rejecting a prospective replacement M/WBE's reasonable quote.
8. Making efforts to assist interested M/WBEs in obtaining bonding, lines of credit or insurance as required by the Department or the Bidder.
9. Making efforts to assist interested M/WBEs in obtaining necessary equipment, supplies, materials, or related assistance.
10. The County's M/WBE Program Manager will provide assistance to potential bidders in connecting with M/WBEs.

**MINORITY AND  
WOMEN'S BUSINESS  
ENTERPRISE  
REQUIREMENTS  
CONTINUED**

e. **Payment Deductions**

The Bidder's failure to perform in accordance with an approved M/WBE Utilization Plan shall constitute a default by the Bidder of the obligations under the Contract. In the event of such a default by Bidder, the County shall be entitled to deduct payment to Bidder in the percentage amount of the Contract which equals Bidder's shortfall from the M/WBE participation goals for this project. Such deductions by the County may begin with the Bidder's initial payment application, and will carry-over to subsequent payment applications until the total amount of the deductions equals the amount of the MBE/WBE participation goal shortfall. In the event the Bidder thereafter performs in accordance with an approved M/WBE Utilization Plan, the County will reimburse any payment deductions made pursuant to this provision. In the event the Bidder continues to fail to perform in accordance with an approved M/WBE Utilization Plan, the County will retain any payment deductions made pursuant to this provision and may seek any other rights and remedies available to County under law or in equity.

**MINORITY AND  
WOMEN'S BUSINESS  
ENTERPRISE  
REQUIREMENTS  
CONTINUED**

f. **Additional Requirements**

1. **M/WBE Supplier**

M/WBE supplier participation shall be based on 50% of their contract amount. This participation shall be based on 100% of contract amount if said MBE/WBE installs the material they are supplying.

A supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. It is a firm that engages in, as its principal business, and in its own name, the purchase and sale of the products in question. One who deals in bulk items such as steel, cement, gravel, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.

2. **M/WBE Trucking**

No material costs will be credited towards a project's M/WBE goals. M/WBE trucking participation credit will be granted for the utilization of M/WBE owned or leased equipment only.

3. **M/WBE Labor Only Subcontracts**

The M/WBE subcontractor shall submit documentation of the relationship between its work force and the Bidder's work force. The Bidder and the M/WBE subcontractors shall submit copies of the certified payrolls to the County (or designee).

4. **M/WBE Subcontract to Non-M/WBE**

In order to allow management flexibility for M/WBE firms, the M/WBE firms are permitted to subcontract up to 49% of any single M/WBE subcontract to non-M/WBEs and still have the whole M/WBE subcontract count towards fulfillment of the M/WBE utilization requirement. If the M/WBE firm contracts out more than 49% of any single M/WBE subcontract to non-M/WBE firms, the Subcontract between the M/WBE and the prime Bidder shall no longer be considered a bona fide M/WBE subcontract.

**MINORITY AND  
WOMEN'S BUSINESS  
ENTERPRISE  
REQUIREMENTS  
CONTINUED**

**g. Conditions of Participation**

M/WBE participation will be counted toward meeting the M/WBE contract goals, subject to all of the following conditions:

**1. Commercially Useful Function**

The Bidder is responsible for ensuring that M/WBEs working on the contract perform a commercially useful function. A M/WBE is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of work on a contract and carries out his/her responsibilities by actually performing, managing, and supervising the work involved in accordance with normal industry practice (except where such practices are inconsistent with the M/WBE regulations). Arrangements that erode the ownership, control, or independence of the M/WBE or in any other way does not meet the commercially useful function requirement, the Bidder shall receive no credit toward the goal.

**2. Work Force**

The M/WBE firm must employ a work force (including administrative and clerical) separate and apart from that employed by the Bidder, other subcontractors on the project, or their affiliates. This does not preclude the employment by the M/WBE of an individual that has been previously employed by another firm involved in the Contract, provided that the individual was independently recruited by the M/WBE in accordance with customary industry practice. The routine transfer of work crews from another employer to the M/WBE shall not be allowed.

**3. Supervision**

All work performed by the M/WBE must be controlled and supervised by the M/WBE without duplication of supervisory personnel from the Bidder or other subcontractors. This does not preclude routine communication between the supervisory personnel of the M/WBE and other supervisors necessary to coordinate the work of the contract.

**4. Equipment**

M/WBE subcontractors may supplement their equipment by renting or leasing additional equipment in accordance with customary industry practice. However, no more than 50% of the equipment required to perform the work of the subcontractor may be obtained from the Bidder, other subcontractors on the project, or their affiliates. If the M/WBE obtains equipment from any of those sources, the County of Monroe shall receive from the M/WBE documentation demonstrating that similar equipment and terms could not be obtained at a lower cost from other customary sources of equipment. The required documentation shall include, but not be limited to, copies of the rental or leasing agreements, and the names, addresses, and terms quoted by other sources of equipment.

**MINORITY AND  
WOMEN'S BUSINESS  
ENTERPRISE  
REQUIREMENTS  
CONTINUED**

h. Certification Process

The State of New York and Monroe County maintains a list of firms which have previously been certified as MBE's or WBE's as those terms are defined below.

1. Definitions

The following terms are defined as follows:

- (a) Minority Business Enterprise (MBE) - an independent business completely or substantially owned, controlled and operated by one or more members of specified minority groups or socially and economically disadvantaged individuals.
- (b) Women's Business Enterprise (WBE) - an independent business completely or substantially owned, controlled and operated by one or more women.
- (c) Independent - demonstrably free from any control, domination or undue influence by individuals or businesses who are not intended to be primary beneficiaries of the MBE/WBE program.
- (d) Business - an entity capable of performing a commercially useful function, including management and supervision of the work.
- (e) Owned, controlled and operated - minority or women owners must: (a) have at least 51% of the beneficial ownership interest of the business; (b) share in the risks and profits commensurate with their percentage of ownership; (c) possess the power to direct or cause the direction of the management and policies of the business; (d) be actively involved in the day-to-day management and operation of the firm.
- (f) Specified minority groups - Black Americans, Hispanic Americans, Native Americans and Asian Pacific Americans.
- (g) Socially and economically disadvantaged - member of a group or an individual found to be socially and economically disadvantaged by the U.S. Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 USC Section 637 (a)).



**BP 0808-22**  
**GENERATOR MAINTENANCE AND REPAIR**  
**SPECIFICATIONS**

1. **Preventive Maintenance:** Upon receipt of a purchase order for preventive maintenance, the vendor must contact the department within two (2) days ARO. The preventive 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 preventive maintenance visit is outlined in Attachment A.
  - A. **Response Time:** The vendor will be expected to arrive by 9:00 AM on the scheduled date and to remain on the job until completion. The vendor must have all necessary tools and supplies needed to perform the preventive maintenance on the specified equipment.
  - B. **Service Slip:** The vendor will be required to complete a service slip (vendor's own) at the completion of his preventive maintenance visit(s) which must be signed by an authorized County employee. The successful bidder will also be required to complete the County checklist (Attachment A) which includes recommended repairs (if any) to be performed during a follow up repair visit. This checklist must be submitted in typewritten form to the ordering department within seven (7) days after the preventive maintenance visit.
2. **Load Banking:** Upon receipt of a purchase order for load banking, the vendor must contact the department within two (2) days ARO. The preventive 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 preventive maintenance visit is outlined in Attachment B.
  - A. **Response Time:** The vendor will be expected to arrive by 9:00 AM on the scheduled date and to remain on the job until completion. **The vendor must have all necessary tools and supplies needed to perform the load banking on the specified equipment.**
  - B. **Service Slip:** The vendor will be required to complete a service slip (vendor's own) at the completion of his load banking visit(s) which must be signed by an authorized County employee. The successful bidder will also be required to complete the County checklist (Attachment B) which includes recommended repairs (if any) to be performed during a follow up repair visit. This checklist must be submitted in typewritten form to the ordering department within seven (7) days after the load banking visit.
3. **Follow Up Repair Visits:** The vendor may be required to make repair visits following preventive maintenance and load banking visits. The follow up visit should be scheduled and coordinated with the ordering department so that the vendor returns for his repair visit with all required parts.
  - A. The vendor will be required to complete a service slip (the vendor's own) detailing the location of work, generator model number(s), description of work performed and all labor and materials required to complete the repair. The service slip must be signed by an authorized County employee and submitted to the ordering department within seven (7) days of the follow up repair visit.

4. **Emergency Service Repair Visits:** The vendor will be required to provide twenty-four (24) hour emergency repair service to Monroe County as needed.
- A. **Response Time:** The vendor shall arrive at the problem site according to the following:
- Within three (3) hours from receipt of the repair call received Monday - Friday 7:00 AM - 6:00 PM.
  - Within four (4) hours from receipt of the repair call for calls received Monday - Friday 6:00 PM - 7:00 AM and weekends and holidays.
5. **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.
6. **Damages:** Any damages found to be the direct result of the contractor's performance of services on any 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 this contract.
7. **Time Charges:**
- The following applies to all service visits:
- A. The total time is to be computed from the time of arrival at the job site to the time of completion of the service call, with the 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.
- B. All time is to be computed to the nearest half-hour.
- C. A one (1) hour minimum time charge will be permitted for any service call.
8. **Mileage:** There shall be no mileage charge for either inspection visits or follow-up visits. If the contractor intends to charge mileage for emergency visits only, they must submit a statement with their bid with the cost per mile, along with the number of miles between their facility and Monroe County Office Building.

**BP0808-22**

**GENERATOR MAINTENANCE & REPAIR**

**UNIT PRICE SHEET 11/01/22**

<b>10</b>	<b>1010435</b>	<b>GENERATOR; MAINT/REPAIR;FOLLOW-UP VISIT</b>	<b>HR</b>	<b>\$129.00</b>
<b>20</b>	<b>1010438</b>	<b>GENERATOR; MAINTENANCE (M-F 7AM-6PM),</b>	<b>HR</b>	<b>\$129.00</b>
<b>30</b>	<b>1010442</b>	<b>GENERATOR; MAINTENANCE (M-F 6PM-7AM),</b>	<b>HR</b>	<b>\$143.00</b>
<b>40</b>	<b>1010444</b>	<b>GENERATOR; MAINTENANCE WEEKEND/HOLIDAY</b>	<b>HR</b>	<b>\$169.00</b>
<b>50</b>	<b>1048406</b>	<b>GENERATOR REPLACEMENT PARTS/5% MARK-UP</b>	<b>DL</b>	<b>\$1.00</b>
<b>60</b>	<b>1034258</b>	<b>MILEAGE FOR EMERGENCY SERVICE CALLS ONLY</b>	<b>MILE</b>	<b>\$2.25</b>