



CONTRACT DATA SHEET

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

TITLE: UPS MAINTENANCE & REPAIR

CONTRACT #: 0503-23 (SAP Contract #7700000185)

CONTRACT DATES: 10/05/2023 - 06/30/2026

BUYER: Regina Boss
PHONE: 585-753-1129
FAX: 585-753-1104

VENDOR: #11104297
J & M SCHAEFER INC
5 Collamer Circle
E. Syracuse, NY 13057

VENDOR CONTACT: Greg Lessard, Proj. Mgr.
PHONE: 315-317-0875
EMAIL: glessard@jmschaefer.com

BP#0503-23
TERMS AND CONDITIONS

BID ITEM: **UPS PREVENTIVE MAINTENANCE AND REPAIR**

FOR: **DEPARTMENT OF ENVIRONMENTAL SERVICES (DES)**

PURCHASING CONTACT: **Regina Boss, (585) 753-1129; rboss@monroecounty.gov**

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.

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

Email: rboss@monroecounty.gov

All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later than noon (12:00 PM Eastern Time) on **Wednesday, May 31, 2023.**

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 June 7, 2023.**

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 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.

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 #2023005045 developed for this project.**

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.

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.

EMERGENCY WORK REQUEST:

The Contractor must maintain a telephone contact twenty-four (24) hours per day, seven (7) days per week for Emergency Work Request.

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 **June 30, 2024**, with the option to renew the contract up to four (4) additional twelve (12) month 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 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. No minimum or service charge will be allowed.

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) week 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.

MATERIAL COSTS:

All materials for emergency work shall be itemized on each invoice and billed at **five percent (5%)** above the Contractor's cost. Each item must include the full description including manufacturer, stock number, and unit price as well as a copy of the invoice paid. The County will reimburse the Contractor for incoming freight charges for items needed for emergency repairs. There will be no surcharge for freight. 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%) of the Contractor's cost.

**WRITTEN
ESTIMATES:**

The County reserves the right to request a written estimate for the proposed work that shall be provided to the ordering department. The estimate must show labor and material costs. The Contractor may not proceed with the work until approval is given by the ordering department. If the estimate is considered too high, the County reserves the right to obtain open market quotations, provide materials or change the scope of work. The County also maintains the right to cancel a request.

**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.

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.

REGULATIONS:

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

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 obtainment 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.

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

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.

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)).

BP0503-23
UNINTERRUPTIBLE POWER SUPPLY (UPS) PREVENTIVE MAINTENANCE & REPAIR
SPECIFICATIONS

1.00 GENERAL:

1.01 SCOPE:

The Monroe County Department of Environmental Services is seeking a qualified bidder to provide periodic scheduled maintenance and emergency repairs to Uninterruptible Power Supplies (UPS). Maintenance shall include but not be limited to inspection, adjustments, lubrication and repair or replacement of the equipment's system components as required. Bidder shall use trained personnel employed and supervised by the bidder to maintain the equipment in proper working condition.

1.02 LOCATIONS: (Department key contacts will be provided upon contract award)

- a. **Greater Rochester International Airport (G.R.I.A.)**
1200 Brooks Ave.
- b. **Medical Examiner's Facility**
740 East Henrietta Rd.
- c. **Civic Center Jail Main Frame/Rec Annex/Tower**
130 South Plymouth Ave.
- d. **Public Safety Training Facility Emergency Operations Center**
1190 Scottsville Rd.
- e. **Rochester Operations Center (ROC)**
145 Paul Rd.
- f. **Frank E. VanLare WWTF (FEV)**
1574 Lake Shore Blvd.
- g. **Fleet Center Complex**
145 Paul Rd.
- h. **Airport Building 400**
400 Freight Building Rd.
- i. **Information Services Data Center (City Place Basement)**
50 West Main St.
- j. **Frank E. VanLare WWTF Substation**
1574 Lake Shore Blvd.
- k. **Irondequoit Bay Pump Station**
1574 Lake Shore Blvd.
- l. **Charlotte Pump Station**
556 River St.
- m. **Island Cottage Pump Station**
390 Island Cottage Rd.
- n. **Flynn Road Pump Station**
599 Flynn Rd.

- o. **Buttonwood Pump Station**
15 N. Greece Rd.
- p. **Resource Recovery Facility**
1845 Emerson St.
- q. **Civic Center Chiller Room**
130 South Plymouth Ave

1.03 EXPERIENCE:

Bidders shall submit with their bid a description of their firm indicating their credentials as it pertains to the preventive maintenance and service of uninterruptible power supplies. A minimum of three (3) references from municipalities and/or corporations is required.

1.04 BIDDER RESPONSE:

- a. The bidder will be required to guarantee the arrival of a mobile service unit to the job site no later than four (4) hours following an emergency service call.
- b. The bidder will be required to guarantee the arrival of a mobile service unit to the job site no later than twenty four (24) hours following a regular service call.

1.05 EMERGENCY SERVICE CALLS:

- a. Bidders will be required to furnish a permanent twenty four (24) hour, seven (7) day per week service call telephone number for use by Monroe County when it requires emergency service.
- b. An emergency service call is defined as a request for service requiring an immediate response.
- c. A one (1) hour minimum time charge will be permitted for any emergency service calls.
- d. Labor rates for emergency service calls will follow the same schedule as regular service calls in regard to overtime. The time for each emergency service call will be computed from the time of arrival to the time of completion of the service call at the job site. **MONROE COUNTY WILL NOT PAY FOR TRAVEL TIME.**
- e. Bidder shall give emergency service calls priority.

1.06 PREVENTIVE MAINTENANCE SCHEDULE:

- a. Prior to the performance of the preventive maintenance work, the bidder shall supply a work schedule to the building contact, indicating the facility, building and equipment to be worked on during the scheduled month as listed in Section 1.02 and Section 2.01.
- b. All scheduled work is to be performed Monday through Friday during normal working hours, 7:30 A.M. to 4:00 P.M.
- c. No scheduled work shall be done at the facility without the expressed written consent of the building location contact and the work scheduled must be approved at least twenty four (24) hours in advance.
- d. The bidder will report to the building location contact at the beginning of the day to sign in and then again at the end of the day to sign out.
- e. All preventive maintenance results shall be reported in writing to the building location contact.

- f. Payroll Certification: In addition to the reports referred to in the detailed specifications, a written report must be completed with an authorized Monroe County employee at each location after each call (preventive or emergency). The report will identify the equipment serviced, number of hours for visit and a list of any and all discrepancies found and the action taken to correct them along with a report of general conditions.

1.07 TIME CHARGES:

- a. Bidders will charge straight time for any service during normal business hours.
- b. Bidders may only charge overtime rates when the service is rendered after normal business hours and with the approval of the building contact or their designee.
- c. Bidders may only charge premium rates when the service is rendered during Sundays or holidays and with the approval of the building contact or their designee.
- d. Bidders may not charge additional labor for any scheduled preventive maintenance item.
- e. The time for each service call will be computed from the time of arrival to the time of completion of the service call at the job site. **MONROE COUNTY WILL NOT PAY FOR TRAVEL TIME.**
- f. All time will be computed to the nearest half hour.
- g. All time charges will be computed using the New York State Labor Department wage schedule.

1.08 PARTS PRICES:

If replacement parts are required to expedite the service requested, they will be priced at the bidder's net cost plus 5% markup. The County reserves the right to conduct an audit or to request documentary evidence to substantiate any prices billed for replacement parts. Examples of parts are replacement of circuit cards, UPS system components, batteries, transformers, cooling fans and any discrete component in the system.

1.09 STANDARD PRODUCTS:

All replacement materials retrofit equipment and accessories shall be new and unused. Remanufactured equipment may be acceptable but only with prior approval by the County. The County reserves the right to reject any material or equipment manufacturer who does not provide satisfactory evidence indicating adequate and prompt post installation and repair maintenance service as required by the County.

1.10 WARRANTY:

- a. The warranty begins with the date of installation or repair and extends for a period of twelve (12) months.
- b. The bidder shall warrant the system to operate in accordance with the County's expectations and performance.
- c. If dissatisfied with system performance for any reason, the County shall have the right to return the system to bidder for a full refund of bidder's sale price any time during the first thirty (30) days following installation.

1.11 TRAVEL AND MILEAGE:

All travel and mileage costs related to the service provided under this contract, (preventive or emergency) must be included in the bid price. **Bidder shall accept responsibility for service trucks to carry all required materials and tools.**

1.12 TOOLS:

All tools and equipment required to complete the service provided under this contract, (preventive or emergency) must be included in the bid price.

1.13 WRITTEN ESTIMATES:

In every instance that the bidder anticipates that a job or repair may cost **\$1,000.00** or more, the bidder must give a written estimate for the work to the ordering department, prior to commencing work. The estimate must show labor hours and materials cost. The bidder may not proceed with the work until approval is given by the ordering department and a **separate purchase order** is issued for the work. If the estimate is considered too high, the County maintains the option of providing materials or changing the scope of the work. The County also maintains the right to cancel a request.

1.14 ESTIMATED QUANTITIES:

All quantities are an estimate of annual usage. There are no guaranteed maximum or minimum purchases.

2.00 EQUIPMENT:

2.01 TYPICAL EQUIPMENT:

Equipment serviced under this contract consists of, but is not limited to the following:

a. Greater Rochester International Airport (G.R.I.A.)

Crucial Power Products Waverider
Model #WR020H0900T3-VA
Rating 20KVA

b. Medical Examiner's Facility

Franek Technologies
Model #FT1-1100LCMSD-AG
Rating 5KVA

c. Civic Center Jail Main Frame/RecAnnex/Tower

Unit 1

Eaton Powerware
Model #9170
Rating 6 KVA

Unit 2

Dual Lite
Model #Spectron LSN
Rating 8 KVA

**d. Public Safety Training Facility
Emergency Operations Center**

MGE UPS systems
Model #72-160800-44
Rating 65KVA

e. Rochester Operations Center (ROC)

American Power Conversion
Model #3000
Rating 6KVA

- f. **Frank E. VanLare WWTF (FEV)**
Eaton
Model #93PM-50-1
Rating 50KVA
- g. **Fleet Center Complex**
Eaton PowerWare
Model #9170-660C060A
Rating 6KVA
- h. **Airport Building 400**
Unit 1
Emerson Liebert NX 160-200
Model #38SA200A0A00
Rating 200KVA

Unit 2
Emerson Liebert NX 160-200
Model #38SA200A0A00
Rating 200KVA
- i. **Information Services Data Center (City Place Basement)**
Liebert
Model #AP376
Rating 100KVA
- j. **Frank E. VanLare WWTF Substation**
GNB
Model #AT10-130-016-0101000
130 VDC
- k. **Irondequoit Bay Pump Station**
MDS Power
Model #AT10130050F208SXSXAX
130 VDC
- l. **Charlotte Pump Station**
American Battery Charger
Model #ABC11-48-1
48 VDC
- m. **Island Cottage Pump Station**
MDS Power
Model #AT10048006F120S
48 VDC
- n. **Flynn Road Pump Station**
MDS Power
Model #AT10048006F120S
48 VDC
- o. **Buttonwood Pump Station**
MDS Power
Model #AT10048006F120S
48 VDC
- p. **Resource Recovery Facility**
Hindle Power
Model #1SG2-10SLF105-120-12
120VDC

- q. **Civic Center Chiller Room**
Alcad
Model #AT10-130-012-0122110
130VDC

3.00 BID ITEMS:

3.01 LABOR:

1. Hourly labor rates for repair work shall be defined as follows:
 - a. Regular Time (normal business hours 7:30 AM to 4:00 PM)
 - b. Overtime (weekdays 4:30 PM to 7:30 AM & Saturdays)
 - c. Premium Time (Sundays and holidays)
2. Preventive maintenance work shall be charged at a lump sum per site per visit.

3.02 UPS PREVENTIVE MAINTENANCE (PM):

Preventive maintenance will be performed twice per year (six (6) month interval on each UPS system).

Preventive Maintenance on Uninterruptible Power Supplies shall include:

- a. Recording of all date history information from UPS:
 1. AC voltage in and out.
 2. Battery voltage.
 3. Battery run time.
 4. Ambient temperature.
 5. Heat sink temperature.
 6. Percent full load.
 7. Watts out.
 8. Power factor.
 9. V.A. limit.
 10. Total number of power outages.
 11. Maximum voltage in and out.
 12. Total Inverter minutes and total number of overloads.
- b. System cleaning.
- c. Environmental inspection.
- d. Functional verification.
- e. Consumables replacement.
- f. Environmentally responsible disposal of retired equipment.
- g. Clean and check/inspect each battery in the string and report the results.

3.03 DC POWER SUPPLY PREVENTIVE MAINTENANCE (PM):

Preventive maintenance will be done once annually on each DC power supply system. Preventative maintenance on DC power supply systems shall include:

- a. Record all information from charger unit and batteries:
 1. Visually inspect battery plant.
 2. Check all connections and cabling for excessive heat.
 3. Record battery information, cell voltages and temperature.
 4. Record battery hydrometer readings and electrolyte levels.
 5. Check torque of cell connections and record micro ohms (strap resistance).
 6. Record battery impedance readings (internal resistance) as applicable.
 7. Record condition of battery rack, layout and available space.
 8. Record total voltage at battery plant.
 9. Record information and voltage settings on chargers (float equalize alarms, etc.)

10. Record AC ripple (MVRMS on output of chargers.)
 11. Adjust voltage settings on chargers, if necessary.
 12. Cosmetic cleaning of battery plant, as necessary.
 13. Add distilled water to cells, as necessary.
 14. Provide computerized conditioning report on all equipment with recommendations.
- b. System cleaning.
 - c. Environmental inspection.
 - d. Functional verification.
 - e. Consumables replacement.
 - f. Environmentally responsible disposal of retired equipment.

3.04 SUBCONTRACTING:

Due to the proprietary nature of some of the equipment listed in this specification, the successful bidder may not be a manufacturer's authorized agent for the repair. In these cases the successful bidder may subcontract to the manufacturer **only upon written authorization from the Purchasing Manager.** See *Terms & Conditions* (SUBCONTRACT). The County reserves the right to conduct an audit or request documentary evidence to substantiate any prices billed for subcontracted services.

BP0503-23
UPS MAINTENANCE & REPAIR
UNIT PRICE SHEET

ITEM #	LOCATION	MODEL	VOLTAGE	PM PRICE/EA
	EQUIPMENT			
a	Airport (G.R.I.A.) 1200 Brooks Ave.			
1035643	CRUCIAL POWER PRODUCTS	WR020H0900T3-VA	20KVA	\$920.00
b	Medical Examiner's 740 E. Henrietta Rd.			
1035644	FRANEK TECHNOLOGIES	FT1-1100LCMSD-AG	5KVA	\$810.00
c	Civic Center Jail Main Frame/ Rec Annex/Tower 130 S. Plymouth Ave.			
1047123	EATON POWERWARE	9170	6KVA	\$810.00
1035646	DUAL LITE	SPECTRON LSN	8KVA	\$850.00
d	Public Safety Training Ctr/ EOC 1190 Scottsville Rd.			
1047125	MGE COMET	72-160800-44	65KVA	\$1,150.00
e	Rochester Operations Center(ROC) 145 Paul Rd.			
1035640	AMERICAN POWER CONVERSION	3000	6KVA	\$810.00
f	Frank E. VanLare WWTF (FEV) 1574 Lakeshore Blvd.			
1047988	EATON	93PM-50-1	50KVA	\$1,150.00
g	Fleet Center Complex 145 Paul Rd.			
1047124	EATON POWERWARE	9170-660C060A	6KVA	\$810.00
h	Airport Bldg 400 400 Freight Bldg Rd			
1047136	EMERSON NX160-200/UNIT 1	38SA200A0A00	200KVA	\$1,500.00
1047137	EMERSON NX160-200/UNIT 2	38SA200A0A00	200KVA	\$1,500.00
i	Info. Services Data Center (City Place Basement) 50 West Main St.			
1044713	LIEBERT	AP376	100KVA	\$620.00

ITEM #	LOCATION	MODEL	VOLTAGE	PM PRICE/EA
	EQUIPMENT			
j	Frank E. VanLare Substation 1574 Lakeshore Blvd			
1044714	GNB	AT10-130-016-0101000	130VDC	\$1,260.00
k	Irondequoit Bay Pump Station 1574 Lakeshore Blvd			
1044715	MDS POWER	AT10130050F208SXSXAX	130VDC	\$1,260.00
l	Charlotte Pump Station 556 River St.			
1044716	AMERICAN BATTERY CHARGER	ABC11-48-1	48VDC	\$725.00
m	Island Cottage Pump Station 390 Island Cottage Rd			
1044717	MDS POWER	AT10048006F120S	48VDC	\$725.00
n	Flynn Rd Pump Station 599 Flynn Rd			
1044718	MDS POWER	AT10048006F120S	48VDC	\$725.00
o	Buttonwood Pump Station 15 North Greece Rd			
1044719	MDS POWER	AT10048006F120S	48VDC	\$725.00
p	Resource Recovery Facility 1845 Emerson St.			
1044720	HINDLE POWER	1SG2-SLF105-120-12	120VDC	\$1,040.00
q	Civic Center-Chiller Room 130 S. Plymouth Ave.			
	ALCAD	AT10-130-012--122110	130VDC	\$1,260.00

ITEM #	HOURLY RATES	UOM	HOURLY RATE/HR
1047127	SERVICE CALL (M-F 7:30AM-4:30PM)	HR	\$110.00
1035650	SERVICE CALL (M-F 4:30PM-7:30AM) & SATURDAY	HR	\$165.00
1035651	SERVICE CALL (SUNDAY/HOLIDAY)	HR	\$210.00
1047128	UPS MAINTENANCE-PARTS- (COST +5 %)	DL	\$1.00

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.