



CONTRACT DATA SHEET

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

TITLE: KITCHEN EQUIPMENT REPAIR

CONTRACT #: 803-18 (4700007492)

CONTRACT DATES: 10/25/18 - 7/31/23

BUYER: Phil DiFrancesco
PHONE: 585/753-1130
FAX: 585/324-4278

VENDOR(S): Pride Commercial Appliance Service
1465 Jefferson Road
Rochester, NY 14623
Ph: 585-279-0510
Fax: 585-279-0515

TERMS AND CONDITIONS

BID ITEM:

KITCHEN EQUIPMENT REPAIR

FOR:

MONROE COMMUNITY HOSPITAL (MCH)

**PURCHASING
CONTACT:**

Phil DiFrancesco, (585) 753-1130; pdifrancesco@monroecounty.gov

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

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

Email: pdifrancesco@monroecounty.gov

All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later than 12:00 PM Eastern Standard Time) on **Monday, August 13, 2018**.

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 15, 2018**

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 covering 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.

WAGE RATES:

Contractor agrees to comply with the provisions of the New York State Labor Law relating to the payment of prevailing wage rates to the extent that such rules may be applicable to the Contractor. Wage rates may be obtained at www.labor.state.ny.us.

QUANTITIES:

The quantities listed on are the estimated annual requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term.

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, 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.

CONTRACT TERM:

Contract will start with the date of the contract award and run through **July 31, 2019**, with the option to renew the contract up to four (4) additional twelve (12) month periods with the mutual consent of both parties.

PRICE CHANGES:

Price changes may be proposed by either party no later than forty-five (45) days prior to contract extension, based upon manufacturer price changes which must be supported with documentation. Should price changes not be acceptable to both parties, the contract will not be extended. Prices may change only at the time of extension.

**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.**

MATERIAL COSTS:

All materials/parts for emergency work shall be itemized on each invoice and billed at **five (5) percent** 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 (5) percent** over the Contractor's cost.

**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.

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

**UNCONTEMPLATED
PURCHASES:**

Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.

SUBCONTRACT:

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

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 PM, on that day.

**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.

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. 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.

BP803-18
KITCHEN EQUIPMENT REPAIR
SPECIFICATIONS

1.00 GENERAL:

1.01 SCOPE:

Monroe County is seeking qualified bidders for repair services to kitchen equipment at the Monroe Community Hospital (MCH), including but not limited to the attached Kitchen Equipment List. Details of service not explicitly stated in these specifications, but necessarily attendant thereto, is deemed understood by the Bidder. All parts furnished shall be new and in excellent working condition.

The Bidder shall be completely responsible for their work, including any damages or breakdowns caused by their failure to take appropriate action. No drug use of any type or alcoholic beverages by the Bidder or its personnel shall be permitted on the premises. Monroe County will make no allowance or concession to the Bidder for any alleged misunderstanding or deception because of quantity, quality, character, location or other conditions.

INSPECTION - The quality of service shall be subject to inspection by Monroe County at any time. Should it be found that the quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, Monroe County may terminate the contract and employ another Bidder to fulfill the requirements of the contract. The existing Bidder shall be liable to Monroe County for costs incurred on account thereof.

STOP WORK ORDER - Monroe County reserves the right to stop the work covered by this contract at any time that it is deemed the successful Bidder is unable or incapable of performing the work to the satisfaction of Monroe County. In the event of such stopping, Monroe County shall have the right to arrange for the completion of the work in such a manner as it may deem advisable, the successful Bidder shall be liable to Monroe County for any excess costs incurred.

1.02 **LOCATIONS:**

Monroe Community Hospital (MCH)
435 East Henrietta Road
Rochester, NY 14620

1.03 **BIDDER QUALIFICATIONS:**

a) Qualified Bidders shall have experience servicing and repairing various kitchen equipment. References may be requested prior to award. Failure to provide adequate references may be grounds for bid rejection.

b) The use of sub-contractors is not acceptable.

2.00 **SERVICE DESCRIPTION:**

2.01 **WORKING HOURS:**

Work required by these specifications, shall be performed during “regular time” hours from 7:00 AM through 5:00 PM on Monday through Friday with the exception of the legal holidays as set forth in the NYS Prevailing Wage Rate Schedule.

Any emergency calls that may be required during off-duty hours shall be performed as requested. All wages paid to bidders’ employees must be paid in accordance with the provisions of the NYS Prevailing Wage Rate Schedule.

2.02 **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.

2.03 MILEAGE:

There shall be no mileage charge.

2.04 CORRECTIVE REPAIRS:

Repairs shall be defined as restoration of kitchen equipment to satisfactory operating condition.

Prior to commencing any repairs on kitchen equipment, the Bidder is to provide the Authorizing Department with an approximate number of labor hours, and cost of parts to complete the repairs.

If a problem is found to exist in a part which the Bidder has installed, the Bidder will be required to make necessary repairs at no further cost to Monroe County. Work on any non-emergency job must commence within three (3) or fewer days of the authorization to proceed issued by Monroe County, unless a later start work date is agreed to by Monroe County and the Bidder. Work must be completed within a reasonable timeframe for the size of the job. Documented excessive time to complete the work may lead to default of the contract.

2.05 EMERGENCY REPAIRS:

The Bidder shall provide emergency service on all kitchen equipment. An emergency will be classified as any time at which the kitchen equipment cannot be used.

The Bidder shall respond as soon as possible after receiving a call, but no later than one (1) hour for emergency service from any site.

2.06 CLEAN UP OF SITE

The Bidder shall perform all work in an orderly and professional manner and clean up all work areas after completion of work. Debris that may have resulted from repair shall be removed from the premises to the satisfaction of Authorized County Personnel.

2.07 PARTS:

- a. The Bidder guarantees that all parts supplied in conjunction with the repair to be rendered are genuine, standard new stock products specifically designed and manufactured for use with original equipment and are identical in all aspects to original equipment manufacturer's replacement parts; also, that no part shall be substituted contrary to the manufacturer's recommendation. Every replacement part delivered shall be guaranteed against faulty material and workmanship in accordance with the manufacturer's standard warranty. Any faulty part shall be immediately replaced by the Bidder at no cost to Monroe County.
- b. The Bidder shall provide all parts required to render the repairs specified hereunder and bill Monroe County at the actual **Contractor's Cost plus five percent (5%)**. All parts shall be itemized on the bill submitted to Monroe County. Monroe County reserves the right to audit the Bidder's records to determine that items were billed at the Bidder's cost. Monroe County expects Contractor's Cost plus five percent (5%) to mean less the Bidder's discount. Overcharges shall be deducted by Monroe County from the amounts due to the Bidder.

BP803-18
KITCHEN EQUIPMENT REPAIR
UNIT PRICE SHEET

<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
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LABOR, REGULAR STRAIGHT TIME	\$108.00/HR
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LABOR, OVERTIME, WEEKDAYS AND SATURDAYS	\$162.00/HR
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LABOR, DOUBLE TIME, SUNDAYS AND HOLIDAYS	\$216.00/HR
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PARTS; COST +25%

FREIGHT; COST +10%

WARRANTY/GUARANTEE: 90 DAYS

EMERGENCY REPAIRS: 1 HOUR RESPONDS IN THE FORM OF A PHONE CALL,
WITH EXPECTED ARRIVAL BEING SUPPLIED AT THAT TIME.

MONROE COUNTY PURCHASING
Vendor Performance Survey

Contract Title: _____

Contract Number: _____

Vendor: _____

Please rank the vendor performing the contract specified on a scale from "1" to "10" with "1" being poor, "5" average and "10" excellent. Please include any additional comments or suggestions in the space provided below. Monroe County Purchasing appreciates your input.

	Poor				Average					Excellent
	1	2	3	4	5	6	7	8	9	10
Item(s) supplied met specifications										
Product provided value (taking into account price, quality, etc.)										
Timeliness of delivery										
Completeness and accuracy of order										
Ability to contact representatives of vendor when needed? (If unavailable was call back prompt?)										
Invoices received promptly and accurately										
Recommendations received from the vendor (i.e. product information, cost saving strategies, ideas for better use of resources, etc.)										

Survey Completed by:

Name: _____

Title: _____

Agency: _____

Telephone: _____ Fax: _____

E-mail: _____

Please submit this survey to Monroe County Purchasing.