



MONROE COUNTY BID PROPOSAL

Division of Purchasing
County Office Building, Room 200
39 West Main Street
Rochester, NY 14614
(585) 753-1100

BID PROJECT NUMBER: 0716-12

BID TITLE: TURNOUT GEAR

BUYER: Phil DiFrancesco

BID TIME: 11:00 AM

PHONE: (585) 753-1130

BID DATE: August 22, 2012

BID SECURITY REQUIRED: No: X
 Yes, in the amount of _____ as specified herein

ITEM AND/OR GROUP NO.	ESTIMATED ANNUAL QUANTITY	ARTICLES OR SERVICES	UNIT PRICE	EXTENSION
A		TURNOUT GEAR: <i>(As per attached specifications and unit price sheet)</i> TURNOUT PANTS AND COAT		\$ _____
B		BLACK DIAMOND RUBBER BOOTS		\$ _____
C		CAIRNS 1010 HELMET W/ DEFENDER VISOR		\$ _____
D		TURNOUT GEAR BAG		\$ _____
E		FIRE GLOVES: SHELBY GAUNTLET		\$ _____
<i>PLEASE SUBMIT TWO (2) COPIES OF BID PROPOSAL AT TIME OF BID OPENING.</i>				

I have received, read and agree to the terms and conditions as set forth in General Terms and Conditions, Monroe County, attached, and any special terms and conditions set forth in the General and Technical Specifications herein. I have read, understand and agree to all instructions to Bidders (including the Non-Collusion Bidding Certification) on the reverse hereof. I hereby recognize and agree that upon execution of this document by an authorized officer of Monroe County, that this document, together with the Contractor's bid as accepted by Monroe County and all other documents prepared by or on behalf of Monroe County for this bid solicitation, shall become the binding contract between the parties for the services to be provided in accordance with the terms and conditions set forth herein.

FIRM NAME _____

SIGNED BY _____

ADDRESS _____

PRINTED NAME _____

TITLE _____

FEDERAL ID NO. _____

PHONE NO. _____

E-MAIL ADDRESS _____

FAX NO. _____

BID ACCEPTANCE AND CONTRACT AWARD

The above bid is accepted, except as noted, and the contract is awarded to you for the following item(s):

Authorization to furnish supplies/services will be made via Purchase Order, as appropriate, signed by the Monroe County Purchasing Manager, or designated agent. Contract period from _____ to _____.

Date: _____

BY: _____

Dawn C. Staub, Purchasing Manager, Monroe County

INSTRUCTIONS TO BIDDERS

- All public bids must be submitted to purchasing in sealed envelopes which clearly identify the bid project number and the title of the service/product being bid. Any other writing on the envelope, with the exception of Company logos, etc. may result in bids being misplaced and otherwise rejected.
- Unsigned bids may be rejected as informal.
- Questions regarding ambiguities or the propriety of these specifications should be addressed, in writing, to the Buyer, prior to the formal bid opening. Such questions will not be entertained after said bid opening.
- Where a Bid Security is indicated on the face of the proposal, the security must be attached to the Proposal as an earnest of good faith. In this case, any bid without a bid security may be rejected as informal.

The Purchasing Manager reserves the right to reject any and all bids, to waive any informality in the bids and to make awards in the best interest of Monroe County.

NON-COLLUSION BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices, which have been quoted in its bid, have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition.

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION AND RESPONSIBILITY**

The undersigned certified, 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-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-year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Date: _____

[Print Name of Contractor]

By: _____

[Signature]

[Print Name]

[Print Title/Office]

VENDOR MUST COMPLETE THIS FORM AND SUBMIT WITH BID.

TERMS AND CONDITIONS

BID ITEM: TURNOUT GEAR

FOR: Monroe County Office of Emergency Management/Public Safety

DEPARTMENT CONTACT: Tim Czapranski, (585) 753-3760

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** coverage or proof that they are exempt.

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, 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 their 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 one or more purchase order (s) to the lowest responsive and responsible bidder(s). The County reserves the right to award the bid as a **whole or by Item/Group, depending on whichever method results in the lowest overall cost to the County**. Bidders are **not required to bid on every Item included in the bid; however, they must bid on every item within each Group 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.

DELIVERY:

Delivery to be **F.O.B. destination as specified by Purchase Order**. Delivery must be completed within **thirty (30) days** after receipt of order. A delivery in excess of **thirty (30) days** may be grounds for rejection of a bid.

**PURCHASE ORDER
ISSUANCE:**

Delivery of goods 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.

**WARRANTY/
GUARANTEE:**

All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of one (1) year from date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship, which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

SUBCONTRACT:

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

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.

**BP0716-12
MONROE COUNTY FIRE BUREAU
TURNOUT GEAR
SPECIFICATIONS**

GROUP A: Turnout Coat and Pants

ITEM 1: Axis Style Coat

Scope

This protective garment is an element of the protective ensemble designed to provide minimum protection to the upper torso and arms, excluding the head and hands, against adverse environmental effects during structural fire fighting operations and certain other emergency operations where there is a threat of fire or where certain physical hazards are likely to be encountered, such as during non-fire related rescue operations, emergency medical operations, and victim extrication.

This garment shall meet and be third party certified to all applicable requirements of NFPA 1971 (2007 Edition).

 COMPLY **EXCEPTION**

Certification and Warranty

The manufacturer of the protective clothing being bid must certify that the garments being offered meet or exceed all requirements of NFPA 1971 (2007 Edition). Manufacturer must also list and label this product with Underwriters Laboratories Inc. (UL) as the Third Party certification organization prescribed in NFPA 1971 (2007 Edition). UL shall have performed all certification testing and testing preconditioning themselves. Manufacturer testing or preconditioning per any type client data program is unacceptable to this purchaser. Purchaser reserves the right to contact UL to verify that vendor certification is not based upon client generated data.

Manufacturer must also include a written statement of warranty terms and conditions with bid package and must provide a five year warranty against defects in materials and workmanship.

 COMPLY **EXCEPTION**

Garment and Composite Performance

The assembled garment, consisting of an outer shell, moisture barrier, and thermal liner, shall exhibit a Thermal Protective Performance (TPP) of not less than 35.

The garment composite, consisting of the outer shell, moisture barrier, and thermal liner, shall provide a Total Heat Loss (THL) of not less than 205 W/m².

The Heat Transfer Index rating shall be 25 seconds for the shoulder when measured at 2 psi (pounds per square inch).

 COMPLY **EXCEPTION**

Tracking Label System

There shall be a one dimensional barcode heat sealed onto each separable layer of the garment. The barcode label shall contain 6-10 characters which can encode both numeric and alphanumeric data.

A one dimensional barcode contains a high degree of redundancy which allows the barcode to be scanned even with considerable degradation.

 COMPLY **EXCEPTION**

Outer Shell Material

The outer shell shall be constructed of PBI/KEVLAR spun yarns reinforced by a network of KEVLAR filaments (Matrix) with an approximate weight of 7.5 oz. per square yard in a plain weave, and shall be treated with Super Shelltite water repellent finish. Color of garments to be natural/gold. (Tencate Gemini)

___COMPLY___EXCEPTION

Moisture Barrier Material

The moisture barrier shall be a 5.2 ounces per square yard enhanced bicomponent membrane and a NOMEX E-89 substrate. The membrane is comprised of expanded PTFE matrix with highly engineered polymer coating (Stedair 3000).

___COMPLY___EXCEPTION

Thermal Liner Material

The thermal liner shall be constructed of a needle punched meta-aramid/para-aramid batt quilted with NOMEX thread to a NOMEX spun/filament blend twill weave face cloth with an approximate total weight of 7.6 oz. per square yard, and shall be silver in color. (Tencate Caldura Silver NP)

___COMPLY___EXCEPTION

Coat Length

When measured at the center of the back from the collar seam to the hem bottom, the coat shall measure thirty-two inches (32") long. The bottom hem of the outer shell shall be hemmed using stitch type 301, with the hem turned up so as to leave no raw edges exposed.

___COMPLY___EXCEPTION

Seams

Major A Seams: Outermost layer seam assemblies where rupture could reduce the protection of the garment by exposing the inner layers such as the moisture barrier, the thermal liner, the wearer's station/work uniform, other clothing, or skin.

Major B Seams: Moisture barrier or thermal liner seam assemblies where rupture could reduce the protection of the garment by exposing the next layer of the garment, the wearer's station/work uniform, other clothing, or skin.

Minor Seams: Seam assemblies that are not classified as Major A or Major B seams.

___COMPLY___EXCEPTION

Stitching

Major A seams are sewn with stitch types 401 and 504 (516) and are topstitched with two (2) rows of stitch type 301 to form seam type LSbm-4.

Major B seams are sewn with stitch types 401 and 504 (516) to form seam type SSa-2.

Minor seams are sewn with one or more of the following stitch types: 504, 301, and double needle, one fourth inch (1/4") gauge, using stitch type 301.

___COMPLY___EXCEPTION

Thread

All outer shell and liner stitching shall be made with 100% spun NOMEX thread.

___COMPLY___EXCEPTION

Outer Shell Body Assembly

The body of the outer shell shall be constructed of three (3) panels, one (1) back and two (2) front, to provide a more comfortable fit. Each panel shall be joined together with a Major A seam. Every body seam shall be sewn with stitch type 516 and topstitched with two (2) rows of stitch type 301 to form seam type LSbm-4 (Major A seam).

___COMPLY___EXCEPTION

Moisture Barrier Assembly

The moisture barrier shall be of three (3) piece construction, one (1) back panel and two (2) front panels. These panels shall be joined using stitch type 516 to form seam type SSa-2 (Major B seam), and shaped to be compatible with the outer shell so as not to buckle, pull or otherwise restrict body motion, even when the arms are raised.

The moisture barrier shall be sewn to the thermal liner at the edges only and bound along the edges with neoprene/poly-cotton and secured using stitch type 301, seam type BSc-1 (Minor seam), leaving no raw edges exposed.

___COMPLY___EXCEPTION

Sealed Moisture Barrier Seams

All moisture barrier seams shall be sealed with a minimum one inch (1") wide sealing tape. One side of the tape shall be coated with a heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive shall be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers suitable for that purpose.

___COMPLY___EXCEPTION

Thermal Liner Assembly

The thermal liner shall be of three (3) piece construction, one (1) back panel and two (2) front panels. These panels shall be joined using stitch types 401 and 504 (516) to form seam type SSa-2 (Major B seam), and shaped to be compatible with the outer shell so as not to buckle, pull or otherwise restrict body motion, even when the arms are raised.

The thermal liner shall include an inside nine inch (9") high by nine inch (9") wide pocket, constructed of self material and lined with moisture barrier material, and shall be affixed to the inside of the thermal liner on the left side by using stitch type 301.

As a unit the moisture barrier and thermal liner will be removable by using not less than four (4) snaps on each front facing and two (2) snaps on each sleeve end. Each snap is composed of a plated steel cap, socket, post, and stud. The liner will hold the male portion with the outer shell having the female. There shall also be a five-eighths inch ($\frac{5}{8}$ ") horizontal strip of loop tape sewn along the base of the neckline to secure the liner to the outer shell.

___COMPLY___EXCEPTION

Coat Metal Contact Prevention

The coat shall be constructed such that when completely assembled there shall be no direct metal contact from the exterior of the outer shell through the thermal liner to the wearer's body, unless the hardware is completely covered by external closure flaps. This requirement is intended to prevent a pathway for the conduct of heat to the skin, and shall apply to the use of any or all metal used to fabricate the coat.

___COMPLY___EXCEPTION

Collar

The collar shall be of four (4) layer configuration such that when the collar is raised it will remain standing and provide continuous thermal and moisture protection around the neck and face.

To ensure this protection, the liner shall extend into the collar area by one and one half inches (1 ½"), and be secured horizontally by a five-eighths (⅝") strip of hook tape along the base of the neckline inside the collar. The collar shall also be lined with one (1) layer of GORE RT7100 (NOMEX) moisture barrier material and one (1) layer of 6.2 oz. per square yard thermal liner material.

The outermost layer of the collar shall be outer shell material. Moisture barrier and thermal liner shall be positioned such that the moisture barrier side shall be next to the outermost layer. The innermost layer facing the wearer's body shall be outer shell material.

The collar shall be assembled using stitch type 513 turned and topstitched using two (2) rows of stitch type 301. The collar shall be three inches (3") in height.

___COMPLY___EXCEPTION

Throat Strap

The frontal throat strap shall be mounted to the outer shell collar to ensure that, when the coat is closed and the collar is raised, the throat strap shall prevent any opening between the left and right collars, and shall overlap the left and right coat fronts below the collar. For additional protection against liquid penetration, the frontal throat strap shall be formed by two (2) layers of GORE RT7100 (NOMEX) moisture barrier material positioned between two (2) layers of outer shell material. The throat strap shall be not less than nine inches (9") long and two inches (2") wide, shaped to be compatible with S.C.B.A. face mask, and secured with a hook and loop tape storage and closure system for ease of operation, one-hand, when wearing gloves.

A piece of one and one half inch (1 ½") by two inch (2") hook tape shall be positioned directly in front of the throat strap attachment point on the right collar. A two inch (2") by three inch (3") piece of loop tape shall be positioned on the inside of the throat tab to engage the two inch (2") by three inch (3") hook tape on the left collar for active use and to engage the one and one half inch (1 ½") by two inch (2") hook tape on the right collar for storage.

Each stitch used to assemble the collar and throat strap shall be stitch type 301 stitched for maximum strength.

___COMPLY___EXCEPTION

Hang Up Loop

A hang up loop shall be mounted to the interior of the garment in the collar area of the thermal liner. The hang up loop shall be constructed of one inch (1") wide aramid tape. It shall be designed to provide long service and shall not tear or separate from the coat when the coat is hung by this loop, loaded evenly with a weight of eighty (80) pounds and allowed to hang for one minute. This loop will be sewn to the body of the coat liner using stitch types 401 and 504 (516).

___COMPLY___EXCEPTION

Yoke and Shoulder Reinforcement

For greater abrasion resistance protection an additional layer of outer shell material shall extend from shoulder seam to shoulder seam, from the juncture of the collar down the back to a depth of eight inches (8"), and shall extend three inches (3") beyond the shoulder seam down the front.

This reinforcement is sewn at the shoulder seam with stitch type 516 and topstitched with two (2) rows of stitch type 301 to form seam type LSbm-4 (Major A seam). The remainder of the reinforcement is sewn with stitch type 301 for maximum strength.

___COMPLY___EXCEPTION

External Shoulder Reinforcement

The shoulders shall be reinforced with an extra layer of gold Ara-Shield and double stitched to the outside of the outer shell

___ COMPLY ___ EXCEPTION

Liner Shoulder and Upper Back Thermal Enhancement

To increase thermal insulation in the upper back and shoulder area of the liner system an additional layer of light weight (6.2 oz. per square yard) thermal liner material shall be sewn to the thermal liner. The thermal enhancement layer shall extend over the top of each shoulder from collar to the sleeve/shoulder seam starting at the juncture of the collar down the back to a depth of eight inches (8") and shall extend three inches (3") beyond the shoulder seam down the front.

This thermal enhancement layer shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be sewn to the thermal liner layer only.

___ COMPLY ___ EXCEPTION

Sleeves

The sleeves shall be of two (2) piece construction, and shall be a custom design contoured to the wearer's arm for comfort with a deep cut set-in style. They shall also incorporate a built-in bellows for more range of movement. The entire sleeve shall be sewn together and set into the body with a Major A seam. Every seam shall consist of stitch type 516 and be topstitched with two (2) rows of stitch type 301 to form seam type LSbm-4 (Major A seam).

___ COMPLY ___ EXCEPTION

Liner Elbow Thermal Enhancement

To increase thermal insulation an additional layer of thermal liner material measuring eight inches (8") by nine and one half inches (9 1/2") shall be sewn to the elbow area of the liner system.

This thermal enhancement layer shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be sewn to the thermal liner layer only.

___ COMPLY ___ EXCEPTION

Built-In Bellows

Built-in bellows construction shall consist of an underarm and shoulder bellows.

Built-in bellows shall be used on all layers of the coat--its outer shell, moisture barrier, and thermal liner to ensure maximum upper body freedom of movement including complete arm mobility when reaching up and/or forward. This system omits extra seams, gives better comfort to the wearer, and limits coat rise.

___ COMPLY ___ EXCEPTION

Sleeve Cuff Reinforcement

The cuff shall be reinforced with gold Ara-Shield not less than two inches (2") in width and folded in half, approximately one half inside and one half outside the end of the cuff and shall be stitched to the sleeve end using stitch type 301.

___ COMPLY ___ EXCEPTION

Sleeve Well

At the cuff of each sleeve there shall be a sleeve well constructed of neoprene/poly-cotton. This well serves as a protection to help prevent liquid and hazardous materials from entering the sleeve. The uppermost portion of this well is sewn to the outer shell sleeve using stitch type 301 to form a snap facing two (2) layers thick to accept the liner.

One end of this well is sewn to the wristlets with stitch type 515 and the remaining end is sewn to the outer shell sleeve cuff with stitch type 301.

___COMPLY___EXCEPTION

Wristlets

Each outer shell sleeve end shall have a four inch (4") NOMEX/Spandex knit wristlet mounted to the inside, three and one half inches (3 ½") from the sleeve end by means of a neoprene/poly-cotton sleeve well. This portion is part of the sleeve well sewn using stitch type 401.

___COMPLY___EXCEPTION

Outer Shell Thermal Front Construction

There shall be continuous thermal and moisture protection around the entire torso of the coat. To ensure this protection, the storm flap shall incorporate moisture barrier and thermal liner materials.

This flap shall completely fill the gap between the front edge of the thermal liner/moisture barrier and the front edge of the outer shell such that when the coat is closed no thermal liner or moisture barrier gap exists.

This flap shall be sewn to the right coat front using stitch type 301, double needles to be set one fourth inch (1/4") apart such that the entire coat front is stiffened. Every component of this thermal and moisture gap elimination system shall meet or exceed NFPA 1971 (2007 Edition); the outside storm flap is approximately three and one-half inches (3 ½") wide by twenty five inches (25") and shall be constructed of two (2) layers of outer shell material with one (1) layer of moisture barrier and one (1) layer of thermal liner with the moisture barrier facing outward to provide total upper torso protection when closed. The flap shall be reinforced at the top with an extra wide 36 stitch bartack.

The front facings of the outer shell shall consist of two (2) layers of outer shell material. To ensure complete protection, both left and right inside front facings of the outer shell shall incorporate a layer of Stedair 3000 moisture barrier material.

___COMPLY___EXCEPTION

Storm Flap

The storm flap shall be held closed using hook and loop tape, one and one half inch (1 ½") wide by twenty five inches (25") long. The hook side of the hook and loop tape shall be sewn to the body of the coat, with the loop side of the hook and loop tape being sewn to the inside of the storm flap.

___COMPLY___EXCEPTION

Front Closure

The complete outer shell coat front closure design shall consist of a front closure system completely protected by an outside storm flap with its own, independent storm flap closure system.

___COMPLY___EXCEPTION

Outer Shell Front Closure System

The leading edges of both coat fronts shall have the left and right sides of the zipper. The zipper is twenty one inches (21") long with brass teeth and NOMEX tape. It shall be sewn to each front with a stitch type 301 two (2) rows each.

___COMPLY___EXCEPTION

Combination Bellows/Handwarmer Pockets

Each coat shall have two combination pockets, one on each side of the coat closure. These pockets shall measure nine inches (9") wide by nine inches (9") high with the bottom of the pocket being expandable to two inches (2") and shall have two (2) brass drainage eyelets in the bottom. The pocket shall be accessible from the top. The pocket flaps shall be rectangular in design and shall be secured in the closed position by three (3) vertical strips and one (1) horizontal strip of hook and loop tape. Trim shall be placed on the pocket to allow the bottom trim strip to be continuous around the coat. The pocket shall be set using two rows of stitch type 301, set one fourth inch (1/4") apart. All other seams shall be made with a single row of stitch type 301.

Additionally, a separate handwarmer compartment shall be provided behind the expandable bellows pocket. This compartment shall be accessible from the rear of the pocket.

___COMPLY___EXCEPTION

Trim

Trim shall be attached using four rows of stitch type 301. Trim configuration shall be NYC Style using three inch (3") Scotchlite Triple Trim and must meet NFPA 1971 (2007 Edition) requirements. Color to be lime-yellow.

___COMPLY___EXCEPTION

Lettering

Each coat shall have **MONROE COUNTY FIRE BUREAU** sewn direct onto the upper back of the coat on two lines above the top trim stripe, in three inch (3") lime Scotchlite letters.

Additionally, each coat will be personalized with the firefighter's last name sewn direct onto the lower back of the coat above the hem stripe, in three inch (3") lime Scotchlite letters.

___COMPLY___EXCEPTION

Radio Pocket

A radio pocket constructed of outer shell material shall be attached to the chest of the coat. Trim shall be placed over the pocket to allow the trim strip to be continuous around the coat. Pocket size to be 7" x 3" x 2". The left side of the pocket flap shall be notched for antenna pass through.

___COMPLY___EXCEPTION

Mic Clip

A mic clip of size 3/4" x 4" and constructed of outer shell material shall be attached to the upper left chest. This clip shall be attached with bartacks.

___ COMPLY ___ EXCEPTION

Universal Clip

A universal clip (accessory hook) shall be attached to the left chest sewn directly below the Mic Clip. The hook shall be attached by means of a three ply, 2" finished strap reinforced with a 2" x 2" leather square and set with one bartack at top and one bartack at bottom.

___ COMPLY ___ EXCEPTION

Survivor Flashlight Holder

A flashlight strap consisting of three layers of outer shell material measuring 9 1/2" x 1" shall be installed on the right chest above the top trim stripe. A piece of 1" x 2" hook tape shall be attached to one end of the strap and a piece of 1" x 4" loop tape shall be attached to the opposite end and side of the strap. The hook and loop tape is set so the strap will close as a loop to hold a flashlight. The flashlight strap shall be attached to the coat with four bartacks.

A helmet hook (accessory hook) shall be installed 5" above the flashlight strap. The hook shall be attached by means of a three ply, 2" finished strap reinforced with a 2" x 2" leather square and set with one bartack at top and one bartack at bottom.

___ COMPLY ___ EXCEPTION

Drag Rescue Device (DRD):

Each coat shall be equipped with a Drag Rescue Device (DRD) constructed of one and one half inch (1 1/2") wide KEVLAR webbing installed between the outer shell and liner. The DRD shall have a loop which exits the coat at the base of the collar, located under a flap secured by hook and loop tape. The flap shall be trimmed with three inch (3") Scotchlite Triple Trim.

The DRD is solely intended to assist in pulling or dragging an incapacitated fire fighter, and is not for vertical rescue operations where the incapacitated fire fighter would be raised or lowered.

___ COMPLY ___ EXCEPTION

Coat Sizing

The coat shall be available in even size chest measurements of two inch (2") increments, and shall be available in a range of standard sizes from 34" to 56", and oversize sizes from 58" to 60". The coat shall be available in sleeve measurements of one inch (1") increments. Generalized sizing such as small, medium, large, x-large, xx-large, xxx-large, and xxxx-large will not be considered acceptable, unless elected by the department. Unless waived by the department, a representative of the successful bidder shall be responsible for measuring and properly fitting each individual designated by the department to receive a new protective coat, except that the successful bidder shall not be held responsible for improper sizing resulting from an individual having gained or lost weight.

___ COMPLY ___ EXCEPTION

NUMBER OF COAT EXCEPTIONS TAKEN _____

**BP0716-12
MONROE COUNTY FIRE BUREAU
TURNOUT GEAR
SPECIFICATIONS**

ITEM 2: Axis Style Pant

Scope

This protective garment is an element of the protective ensemble designed to provide minimum protection to the lower torso and legs, excluding the ankles and feet, against adverse environmental effects during structural firefighting operations and certain other emergency operations where there is a threat of fire or where certain physical hazards are likely to be encountered, such as during non-fire related rescue operations, emergency medical operations, and victim extrication.

This garment shall meet and be third party certified to all applicable requirements of NFPA 1971 (2007 Edition).

 COMPLY **EXCEPTION**

Certification and Warranty

The manufacturer of the protective clothing being bid must certify that the garments being offered meet or exceed all requirements of NFPA 1971 (2007 Edition). Manufacturer must also list and label this product with Underwriters Laboratories Inc. (UL) as the Third Party certification organization prescribed in NFPA 1971 (2007 Edition). UL shall have performed all certification testing and testing preconditioning themselves. Manufacturer testing or preconditioning per any type client data program is unacceptable to this purchaser. Purchaser reserves the right to contact UL to verify that vendor certification is not based upon client generated data.

Manufacturer must also include a written statement of warranty terms and conditions with bid package and must provide a five year warranty against defects in materials and workmanship.

 COMPLY **EXCEPTION**

Garment and Composite Performance

The assembled garment, consisting of an outer shell, moisture barrier, and thermal liner, shall exhibit a Thermal Protective Performance (TPP) of not less than 35.

The garment composite, consisting of the outer shell, moisture barrier, and thermal liner, shall provide a Total Heat Loss (THL) of not less than 205 W/m².

The Heat Transfer Index rating shall be 25 seconds for the knee when measured at 8 psi (pounds per square inch).

 COMPLY **EXCEPTION**

Tracking Label System

There shall be a one dimensional barcode label heat sealed onto each separable layer of the garment. The barcode label shall contain 6-10 characters which can encode both numeric and alphanumeric data.

A one dimensional barcode contains a high degree of redundancy which allows the barcode to be scanned even with considerable degradation.

 COMPLY **EXCEPTION**

Outer Shell Material

The outer shell shall be constructed of PBI/KEVLAR spun yarns reinforced by a network of KEVLAR filaments (Matrix) with an approximate weight of 7.5 oz. per square yard in a plain weave, and shall be treated with Super Shelltite water repellent finish. Color of garments to be natural/gold. (Tencate Gemini)

___COMPLY___EXCEPTION

Moisture Barrier Material

The moisture barrier shall be a 5.2 ounces per square yard enhanced bicomponent membrane and a NOMEX E-89 substrate. The membrane is comprised of expanded PTFE matrix with highly engineered polymer coating (Stedair 3000).

___COMPLY___EXCEPTION

Thermal Liner Material

The thermal liner shall be constructed of a needle punched meta-aramid/para-aramid batt quilted with NOMEX thread to a NOMEX spun/filament blend twill weave face cloth with an approximate total weight of 7.6 oz. per square yard, and shall be silver in color. (Tencate Caldura Silver NP)

___COMPLY___EXCEPTION

Waist and Back Yoke

The waist of the pants shall fall just below the navel in the front and extend approximately three inches (3") higher in the back. The back of the pants shall incorporate a yoke which extends approximately 5" down from the waistband. The back yoke pieces are contoured to for flexibility and increased freedom of movement when bending, kneeling and crawling.

The outer shell back yoke seam is sewn with stitch type 516 and topstitched with two (2) rows of stitch type 301 to form seam type LSbm-4 (Major A seam).

The moisture barrier and thermal liner are sewn with stitch types 401 and 504 (516) to form seam type SSa-2.

___COMPLY___EXCEPTION

Seams

Major A Seams: Outermost layer seam assemblies where rupture could reduce the protection of the garment by exposing the inner layers such as the moisture barrier, the thermal liner, the wearer's station/work uniform, other clothing, or skin.

Major B Seams: Moisture barrier or thermal liner seam assemblies where rupture could reduce the protection of the garment by exposing the next layer of the garment, the wearer's station/work uniform, other clothing, or skin.

Minor Seams: Seam assemblies that are not classified as Major A or Major B seams.

___COMPLY___EXCEPTION

Stitching

Major A seams are sewn with stitch types 401 and 504 (516), and are topstitched with two (2) rows of stitch type 301 to form seam type LSbm-4.

Major B seams are sewn with stitch types 401 and 504 (516) to form seam type SSa-2.

Minor seams are sewn with one or more of the following stitch types: 504, 301, and double needle, one fourth inch (1/4") gauge, using stitch type 301.

___COMPLY___EXCEPTION

Thread

All outer shell and liner stitching shall be made with 100% spun NOMEX thread.

___COMPLY___EXCEPTION

Outer Shell Body Assembly

The body of the outer shell shall be constructed of four (4) panels, two (2) back and two (2) front, to provide a more comfortable fit. Each panel shall be joined together with a Major A seam. Every body seam shall be sewn with stitch type 516 and topstitched with two (2) rows of stitch type 301 to form seam type LSbm-4 (Major A seam).

___COMPLY___EXCEPTION

Moisture Barrier Assembly

The moisture barrier shall be of four (4) piece construction, two (2) back panels and two (2) front panels. These panels shall be joined using stitch type 516 to form seam type SSa-2 (Major B seam), and shaped to be compatible with the outer shell so as not to buckle, pull or otherwise restrict body motion.

The moisture barrier shall be sewn to the thermal liner at the edges only and bound along the edges with neoprene/poly-cotton and secured using stitch type 301, seam type BSc-1 (Minor seam), leaving no raw edges exposed. The crotch of the moisture barrier shall be reinforced with an additional layer of moisture barrier material when Stedair 3000 is utilized.

___COMPLY___EXCEPTION

Sealed Moisture Barrier Seams

All moisture barrier seams shall be sealed with a minimum one inch (1") wide sealing tape. One side of the tape shall be coated with a heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive shall be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers suitable for that purpose.

___COMPLY___EXCEPTION

Thermal Liner Assembly

The thermal liner shall be of four (4) piece construction, two (2) back panels and two (2) front panels. These panels shall be joined using stitch types 401 and 504 (516) to form seam type SSa-2 (Major B seam), and shaped to be compatible with the outer shell so as not to buckle, pull or otherwise restrict body motion.

As a unit the moisture barrier and thermal liner will be removable by using not less than seven (7) snaps at the waist and two (2) snaps at each leg cuff. Each snap is composed of a plated steel cap, socket, post, and stud. The liner will hold the male portion with the outer shell having the female.

___COMPLY___EXCEPTION

Pant Metal Contact Prevention

The pant shall be constructed such that when completely assembled there shall be no direct metal contact from the exterior of the outer shell through the thermal liner to the wearer's body, unless the hardware is located on the top of the pants or is completely covered by external closure flaps. This requirement is intended to prevent a pathway for the conduct of heat to the skin, and shall apply to the use of any or all metal used to fabricate the pant.

___COMPLY___EXCEPTION

Bellows Pockets

The pant shall have two (2) outside full bellows pockets sized nine inches (9") high and ten inches (10") wide that expand by means of side and bottom gussets to a thickness of two inches (2") in front and back. The pockets shall be centered on the outside pant leg side seam.

The pockets shall be set with stitch type 301, two (2) rows with the top pocket corners reinforced with extra wide 36 stitch bartacks for additional strength. Drainage of moisture is to be provided by two (2) brass eyelets.

Pocket flaps shall be a full one half inch (1/2") wider than the width of the pocket, and have a total height equal to the thickness of the pocket's bottom gusset plus closure. The flaps shall be formed using stitch type 301, turned, and topstitched using stitch type 301. They shall be set with a double needle set, one fourth inch (1/4") gauge, using stitch type 301.

The pocket flaps shall be closed by means of hook and loop tape. A one inch (1") by ten inch (10") piece of fastener tape (hook side) shall be sewn horizontally to the pocket at the top. Three (3), one inch (1") by four inch (4") pieces of fastener tape (loop side) shall be spaced evenly and sewn vertically.

___COMPLY___EXCEPTION

Fly Flap

This external flap shall consist of a four (4) ply construction. The inner section of this flap shall be one (1) layer of moisture barrier material and one (1) layer of thermal liner material. Both the inside and outside layers shall be outer shell material. This flap will finish approximately ten and one half inches (10 1/2") long, three inches (3") wide. The flap shall be attached to the left front with two (2) rows of stitch type 301 spaced approximately one fourth inch (1/4") apart and sewn onto the right front panel with two (2) rows of stitch type 301 spaced approximately one fourth inch (1/4") apart with an additional two (2) rows at approximately a 30 degree angle. The bottom of the fly is reinforced with a 36 stitch bartack.

___COMPLY___EXCEPTION

Fly Flap Closure

The fly flap shall fasten with hook and loop tape, consisting of a one and one half inch (1 1/2") wide by ten inch (10") long piece of loop tape on the inside of the fly flap at the opening edge mating with a one and one half inch (1 1/2") wide by ten inch (10") long piece of hook tape sewn to the outer shell. The top edge of the open side of the flap shall have a dee ring riveted to it. This dee ring shall hook to a spring snap which is attached to a piece of outer shell material riveted to the outer shell. There shall also be one (1) snap located at the top of the fly flap positioned approximately four inches (4") in from the edge of the flap.

___COMPLY___EXCEPTION

Waist Take-Up Strap

Two (2) take-up strap assemblies will be attached to the pants at hip height, one on each side of the pants, centered on the side seam and oriented horizontally.

Each take-up assembly shall consist of a metal buckle attached to the pants with an attaching strap and a take-up strap attached to the pants and feeding through the adjusting grip of the buckle.

The attaching strap and take-up strap shall be constructed of outer shell material folded to four (4) ply with a width of three fourths of an inch (3/4") sewn using stitch type 301. Both straps will be attached to the outer shell with two (2) bartacks each reinforced by leather placed inside the shell.

Each take-up strap will be long enough to allow a minimum of two and one half inches (2 1/2") of free gripping length and three inches (3") of take-up.

___ COMPLY ___ EXCEPTION

Outer Shell Crotch Reinforcement

The crotch of the outer shell shall be reinforced with an additional layer of outer shell material and sewn using stitch type 301.

___ COMPLY ___ EXCEPTION

Pleated Knees (with Darts)

The outer shell and thermal liner of the legs shall be constructed with expansion pleats and corresponding darts in the moisture barrier. There shall be two (2) pleats on each side of the knee on the outer shell and thermal liner and two (2) darts on each side of the knee on the moisture barrier. The pleat and dart design allows freedom of movement when bending, kneeling and crawling.

___ COMPLY ___ EXCEPTION

Liner Knee Thermal Enhancement

To increase thermal insulation an additional layer of Q-9 thermal liner material measuring eight and one half inch (8 1/2") by eleven inch (11") shall be sewn to the knee area of the liner system.

This thermal enhancement layer shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be sewn to the thermal liner layer only.

___ COMPLY ___ EXCEPTION

External Knee Reinforcement

The knees shall be reinforced with an extra layer of gold Ara-Shield and double stitched to the outside of the outer shell.

Additionally, (2) layers of blue meta-aramid Quilt and (1) layer of poly-cotton neoprene will be added as padding between the outer shell and Ara-Shield reinforcement.

___ COMPLY ___ EXCEPTION

Reverse Back Cuff Reinforcement

The cuff shall be reinforced with black Ara-Shield not less than two inches (2") in width and folded in half, approximately one half inside and one half outside the end of the cuff and shall be stitched using

stitch type 301. The back panel of each pant leg shall be cut with an arched rise extending to 1 1/2" in the center back of the leg.

___COMPLY___EXCEPTION

Trim

Trim shall be attached using four rows of stitch type 301. Trim shall be set around each leg finishing approximately 4" from the bottom of the pant leg using three inch (3") Scotchlite Triple Trim and must meet NFPA 1971 (2007 Edition) requirements. Color to be lime-yellow.

___COMPLY___EXCEPTION

Suspender Buttons

There shall be eight (8) suspender buttons spaced on the waist of the outer shell. Each button shall be backed with a leather reinforcement.

___COMPLY___EXCEPTION

Padded Quick Adjust Suspenders

The body of the suspenders shall be constructed of 2" wide non-elastic webbing material. The suspenders shall be four (4) way, eight (8) point design with a piece of non-elastic webbing connecting the vertical pieces of webbing material on the back. There shall be two (2) 10" front pull straps constructed with 2" wide non-elastic webbing with a 2" wide thermoplastic dee ring attached to the end for easy adjustment of the suspenders. The suspenders shall attach to the pants with metal suspender loops to fit over the suspender buttons.

___COMPLY___EXCEPTION

Pant Sizing

The pant shall be available in even size waist measurements of two inch (2") increments, and shall be available in a range of standard sizes from 30" to 52", and oversize sizes from 54" to 56". The pant shall be available in inseam measurements of one inch (1") increments. Generalized sizing such as small, medium, large, x-large, xx-large, xxx-large, and xxxx-large will not be considered acceptable, unless elected by the department. Unless waived by the department, a representative of the successful bidder shall be responsible for measuring and properly fitting each individual designated by the department to receive a new protective pant, except that the successful bidder shall not be held responsible for improper sizing resulting from an individual having gained or lost weight.

___COMPLY___EXCEPTION

NUMBER OF PANT EXCEPTIONS TAKEN _____

BP0716-12
MONROE COUNTY FIRE BUREAU
TURNOUT GEAR
SPECIFICATIONS

GROUP B: Black Diamond Rubber Boots

15" Comfort Fit/Enersole Rubber Fire Boot W/ Moulded Lug Outsole, Kevlar/Nomex Lining, Tibia Protector, Insulated. The Certified Grade 1 protective Steel Toe has been reshaped to allow improved freedom of toe movement. These boots are a medium width boot and are NFPA compliant, and ANSI, CSA Approved. Sizing to be determined on Purchase Order.

GROUP C: Cairns 1010 With Defender Visor Helmet

Traditional style helmet with the CLEAR DEFENDER VISOR, standard configuration including Standard Flannel Cushion Liner, Yellow Nomex Earflaps, 6" Silk Screened Eagle Front Holder, Lime-Yellow Tetrahedrons. The shell is composed of ultra-tough, Duraglas composite material. This is the Clear Defender Visor, which stows between the Helmet Shell, and the Impact Cap. The Visor can easily be changed in the field with no tools, and in the matter of seconds. This Helmet is NFPA Approved. This must also include the Cairns 6" Front with the helmet. Color: Black Sizing to be determined on Purchase Order.

GROUP D: Turn-Out Gear Bag

29" x 14" x 16": Main gear compartment (19" x 14" x 16")
Four additional pockets including an extra-large helmet pocket.
Reflective Trim along straps and on both sides.
Vented main compartment with velcro flap closure. Shoulder carry strap for heavy loads. Nylon.

GROUP E: Fire Gloves: Shelby Gauntlet

A 3-dimensional NFPA 1971-2007 certified firefighting goatskin/military grade Kevlar outer, goatskin forchettes, Sentinel breathable vapor barrier and modacrylic FR liner. Glove construction includes our unique GLOVE BOND adhesive system that eliminates liner Sizing to be determined on Purchase Order.

**BP0716-12
MONROE COUNTY FIRE BUREAU
TURNOUT GEAR
UNIT PRICE SHEET**

<u>GROUP</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
A. TURNOUT COAT AND PANTS				
ITEM #1	AXIS STYLE COAT (Per Specifications listed above)	10 Each	\$ _____	\$ _____
ITEM #2	AXIS STYLE PANT (Per Specifications listed above)	10 Each	\$ _____	\$ _____
				\$ _____
				TOTAL GROUP A
B. BLACK DIAMOND RUBBER BOOT				
	(Per Specifications listed above)	10 Pairs	\$ _____	\$ _____
				TOTAL GROUP B
C. CAIRNS 1010 WITH DEFENDER VISOR HELMET				
	(Per Specifications listed above)	7 Each	\$ _____	\$ _____
				TOTAL GROUP C
D. TURNOUT GEAR BAG				
	(Per Specifications listed above)	10 Each	\$ _____	\$ _____
				TOTAL GROUP D
E. FIRE GLOVES: SHELBY GAUNLET				
	(Per Specifications listed above)	10 Pairs	\$ _____	\$ _____
				TOTAL GROUP E

PLEASE TRANSFER GROUP TOTALS TO THE FRONT PROPOSAL PAGE.

COMPLIANCE WITH FEDERAL SINGLE AUDIT ACT

In the event the Contractor is a recipient through this contract, directly or indirectly, of any funds of or from the United States Government, Contractor agrees to comply fully with the terms and requirements of Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The Contractor shall comply with all requirements stated in Federal Office of Management and Budget Circulars A- 102, A-110 and A-133, and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act.

If on a cumulative basis the Contractor expends Three Hundred Thousand and no/100 Dollars (\$300,000.00) or more in federal funds in any fiscal year, it shall cause to have a single audit conducted, the Data Collection Form (defined in Federal Office of Management and Budget Circular A-133) shall be submitted to the County; however, if there are findings or questioned costs related to the program that is federally funded by the County, the Contractor shall submit the complete reporting package (defined in Federal Office of Management and Budget Circular A-133) to the County.

If on a cumulative basis the Contractor expends less than Three Hundred Thousand and no/100 Dollars (\$300,000.00) in federal funds in any fiscal year, it shall retain all documents relating to the federal programs for three (3) years after the close of the Contractor's fiscal year in which any payment was received from such federal programs.

All required documents must be submitted within nine (9) months of the close of the Contractor's fiscal year end to:

Monroe County Internal Audit Unit
304 County Office Building
39 West Main Street
Rochester, New York 14614

The Contractor shall, upon request of the County, provide the County such documentation, records, information and data and response to such inquiries as the County may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the County and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the County deems necessary to assure or monitor payments to the Contractor under this contract.

The County's right of inspection and audit pursuant to this contract shall survive the payment of monies due to Contractor and shall remain in full force and effect for a period of three (3) years after the close of the Contractor's fiscal year in which any funds or payment was received from the County under this contract.

NOTICE OF JOB VACANCIES

- a) The contractor recognizes the continuing commitment on the part of Monroe County to assist those receiving temporary assistance to become employed in jobs for which they are qualified and the County's need to know when jobs become available in the community.
- b) The contractor agrees to notify the County when the contractor has or is about to have a job opening for a full time position within Monroe County or any contiguous county. Such notice shall be given as soon as practicable after the contractor has knowledge that a job opening will occur. The notice shall contain information that will facilitate the identification and referral of appropriate candidates in a form and as required by the Employment Coordinator. This would include at least a description of conditions for employment, including the job title and information concerning wages, hours per work week, location and qualifications (education and experience).
- c) Notice shall be given in writing to:
Employment Coordinator
Monroe County Department of Human and Health Services
Rm 535
691 St. Paul St.
Rochester, NY 14605
Telephone: (585) 753-6322
Fax: (585) 753-6308
- d) The contractor recognizes that this is an opportunity to make a good faith effort to work with Monroe County for the benefit of the community. Nothing contained in this provision, however, shall be interpreted as an obligation on the part of the contractor to employ any individual who may be referred by or through the County for job openings as a result of the above notice. Any decisions made by the contractor to hire any individual referred by or through the County shall be voluntary and based solely upon the contractor's job requirements and the individual's qualifications for the job, as determined by the contractor.
- e) If the contractor is a local municipality within Monroe County, said municipality shall be subject to the above subparagraphs, except that said municipalities shall not be required to give notice where the position is subject to a published civil service list.

Retain For Your Records
DO NOT RETURN WITH YOUR BID

**General
Specifications
County
Of
Monroe**

DEPARTMENT OF FINANCE
Division of Purchasing and Central Services

Dawn C. Staub
Purchasing Manager

Monroe County Office Building
39 West Main Street, Room 200
Rochester, New York 14614
(585) 753-1100

FOREWORD

This booklet contains the General Specifications of the County of Monroe Division of Purchasing and Central Services and supersedes any previous issue. The terms and conditions set forth apply to all contracts awarded by the County of Monroe Division of Purchasing and Central Services.

DEFINITIONS

POLITICAL SUBDIVISIONS: All County departments, institutions, agencies, political subdivisions (town, city, village public school districts) and others authorized by law to make purchases through the County Purchasing Division.

BID: An offer to furnish a described commodity at a stated price in accordance with the proposal and specification.

BIDDER: Any person, firm or corporation submitting a proposal to the County.

COMMODITIES: Materials, supplies, equipment and non-professional services.

CONTRACTOR: Any bidder to whom a contract award is made by the Purchasing Manager or Legislature.

CONTROLLER: Controller of the County of Monroe.

COUNTY: County of Monroe.

GROUP: A classification of commodities.

LATE BID: A bid received in the office of the Purchasing Division, whether in person or by mail, after the time and date established in the bid specifications for the bid opening.

PURCHASING MANAGER: Manager of the Purchasing Division for the County of Monroe.

NOTICE OF CONTRACT AWARD: The notification to all participants that a contract has been made between the County and the successful bidder.

PROPOSAL: The form which, when issued by the Purchasing Division, constitutes an invitation to bid on the commodity described therein and which, when completed by the bidder, constitutes his/her bid to the County to furnish such commodity.

PURCHASE ORDER: The official form to be used by Monroe County when placing an order for material, equipment or supplies with a contractor or vendor.

SPECIFICATION: Description of a commodity and the conditions for its purchase.

PROPOSALS AND BIDS

1. The date and time of bid opening will be given on the proposal.
2. All bids are to be submitted on forms provided by the Purchasing Division.
3. All bids must be submitted in a sealed envelope clearly marked with bid number, title, opening date and time. Bids must not be attached to or enclosed in packages containing bid samples.
4. All information required by the proposal and specifications must be supplied by the bidder.
5. Each bid offered shall be construed in accordance with the specifications and proposal. The bidder must explain all deviations, exceptions and qualifications in detail in the bid.
6. Prices and information required by the proposal, except the signature of bidder, shall be typewritten or printed in ink for legibility. Bids written in pencil may be rejected. The Purchasing Manager may interpret or reject illegible or vague bids and the decision shall be final. All signatures must be in ink. Facsimile, printed or typewritten signatures are not acceptable and the bid may be rejected.
7. No alteration, erasure or addition of the specifications or the proposal shall be made.
8. In all specifications or proposals, the words "or equal" are understood to appear after each commodity giving manufacturer's name or catalog reference or on any patented commodity. If bidding on commodities other than those specified, bidder must in every instance give the trade designation of the commodity, manufacturer's name and detailed specification of commodity he/she proposes to furnish. Otherwise, bid will be construed as submitted on the identical commodity described in the specifications.
9. Used, damaged or obsolete items are not acceptable unless specifically requested and if offered or delivered, shall be rejected and the contract may be cancelled.
10. When bids are requested on a number of commodities as a group, a bidder desiring to bid "no charge" on a commodity in the grouping must so indicate. Otherwise, such bid will be considered as incomplete and may be rejected. Any bidder failing to bid on minimum number of items specified in the bid package may have his/her bid declared incomplete or unresponsive and the Purchasing Manager has the discretion to reject the bid.
11. The bidder must insert the price per unit specified and the price extension for each item in the bid if required. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices must be extended in decimals, not fractions.
12. Prices must be net, including transportation and delivery charges fully prepaid by contractor to the destination(s) indicated in the proposal, subject only to the cash discount. If the award is to be on any other basis, transportation charges must be prepaid by the contractor and added to the invoice as a separate item.
13. Bidders are cautioned to verify their bids before submission, as bids and amendments to bids or requests for withdrawal of bids received by the Purchasing Manager after the time specified for the bid opening may not be considered.
14. All bids will be opened and tabulated publicly at the time and place set forth in the proposal.
15. A late bid will be rejected and cannot be considered in awarding a contract.

SAMPLES

16. The Purchasing Manager reserves the right to request a representative sample of the commodity at any time. The sample shall be furnished within the timeframe specified in the bid package.
17. If in the judgment of the Purchasing Manager, the sample is not in accordance with the requirements stated in the specifications and the proposal, the County may reject the bid; or if an award has been made, cancel the contract at the expense of the contractor.
18. When samples are required, failure to submit them in accordance with instructions may be sufficient cause for rejecting a bid or canceling an award.

19. When an accepted sample exceeds the minimum specifications, all commodities delivered will be of same quality and identity as the sample.
20. Samples must be submitted free of charge and be accompanied by the bidder's name and address, a statement indicating how and where the sample is to be returned to the bidder and descriptive literature regarding the commodity. Samples will be returned at the bidder's expense and risk.
21. All samples are subject to tests in the manner and place designated by the Purchasing Manager. Samples consumed or made useless by testing cannot be returned to the bidder and the County will not be responsible for any costs as a result of such testing.
22. Where the sample has not been impaired by testing and the bidder has failed to indicate the place and mode of return of the sample, it becomes the property of the County at the conclusion of the contract period.
23. Samples may be held by the County during the entire term of the contract for comparison with deliveries.
24. A Proposal may indicate that the commodity to be purchased must be equal to a sample on display in a designated place. Failure on the part of the bidder to examine such sample shall NOT entitle him to any relief from the conditions imposed in the proposal, specification and related documents. If feasible, standard samples will be submitted to the bidder for his/her examination prior to the bid opening date.
25. Cash discounts will no be considered as a basis for award in any contract.

AWARDS

26. The Purchasing Manager reserves the right before making an award, to investigate whether or not the items, qualifications or facilities offered by the bidder meet the requirements set forth in the proposal and specifications and is ample and sufficient to insure the proper performance of the contract, in the event of award. The bidder must be prepared, if requested by the Purchasing Manager, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the commodity on which he/she is bidding. If in the opinion of the Purchasing Manager, it is found that the conditions of the proposal and specifications are not complied with or that items proposed to be furnished do not meet the requirements or specifications called for or that the qualifications, financial standing, facilities or capacities are not satisfactory, the Purchasing Manager may reject such a bid. The Purchasing Manager, in no way, is required or obligated to conduct such investigation prior to awarding the contract. It is further understood that if such investigations are made, it in no way relieves the contractor from fulfilling all requirements and conditions of the contract.
27. Contracts shall be awarded to the lowest responsive and responsible bidder. Responsibility is determined by taking into consideration the reliability of the bidder, the qualities of the articles proposed to be supplied and their conformity with the specifications, the purposes for which required and the terms of delivery and any historical performance record of the bidder that may be maintained by the County.
28. A bidder may be disqualified from receiving awards if such bidder or anyone in his/her employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
29. The Purchasing Manager reserves the right to evaluate and/or reject all bids in whole or in part and to waive technicalities, irregularities and omissions, if in her judgment; the best interests of the County will be served.
30. The Purchasing Manager reserves the right to make awards within forty-five (45) days after the date of the bid opening, during which period bids shall not be withdrawn.
31. If two or more bidders submit identical bids as to price, the decision of the Purchasing Manager to award a contract to one or more of such identical bidders shall be final.

CONTRACTS

32. All contracts awarded by the Purchasing Manager shall be executory only to the extent that funds are available to each Agency or Department for the purchase of the commodity.
33. All bids shall be received with the understanding that the acceptance thereof, in writing, by the Purchasing Manager or governing body, shall constitute a contract between the bidder and the County. The mailing of either a notice of contract award identified by number or of a purchase order to the address on the bid shall be sufficient notice of such acceptance.

34. Unless otherwise specified, the quantities listed in the proposal are subject to change to conform to Agency or Department requirements.
35. The County reserves the right to order up to 10% more or 10% less than the quantities called for in the contract. This paragraph shall not apply to estimated quantity contracts. Over runs and under runs shall not exceed 10%.
36. Unless terminated or cancelled by the Purchasing Manager pursuant to the authority vested in her, contracts will remain in force for the period specified.
37. All purchase orders must be in writing and must bear the appropriate contract number and the approval of the Purchasing Manager.
38. No commodities are to be shipped or delivered until after receipt of an official purchase order from the County, unless otherwise authorized in writing by the Purchasing Manager.
39. The contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or his/her right, title or interest therein or his/her power to execute such contract to any other person, company or corporation without the prior consent, in writing, of the Purchasing Manager. (Approval by the Purchasing Manager is not required for the assignment of monies due for contract deliveries. Such assignments should be filed directly with the Purchasing Manager.)
40. No alteration or variation of the terms of the contract shall be valid or binding upon the County unless requested in writing and approved in writing by the Purchasing Manager.
41. Contractor shall employ no one in relation to the work contemplated by the contract who shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five (5) days in any one week except in cases of extraordinary emergency caused by war, acts of public enemies, strikes, fire, flood or danger to life or property and the wages to be paid to employees for a legal day's work shall not be less than the prevailing New York State wage rates for a day's work in the same trade or occupation in the locality where the contract work is executed.
42. Pursuant to the provision of Section 220-A of the New York State Labor Law, as amended, the Contractor (and his/her Sub-Contractors) will be obligated to pay all workers in the covered classes the applicable prevailing wage rates and supplements. The minimum hourly wage rate to be paid the various classes of labor performing work under this contract shall be in accordance with schedules which have been established or may hereafter be established or increased, by the New York State Department of Labor during the contract term.

DELIVERY

43. Delivery must be made as ordered and in accordance with the terms of the contract. Unless otherwise specified, delivery shall be made within thirty (30) days of receipt of purchase orders by the contractor. The decision of the Purchasing Manager as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of purchase order shall rest with contractor.
44. Any extension of time of delivery must be requested in writing by the contractor and approved in writing by the Purchasing Manager.
45. The Departments will not schedule any deliveries for Saturdays, Sundays or legal holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement or is overdue, in which events the convenience of the County will govern.
46. Commodities shall be securely and properly packed for shipment, storage and stocking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling or sacks. The container shall remain the property of the County unless otherwise specifically agreed to in the contract.
47. Point of Destination: All deliveries shall be unloaded at the storeroom door of the ordering Agency or department unless otherwise stated in the proposal or specification.
48. Commodities purchased at a price, f.o.b. shipping point plus transportation charge, are understood to be purchased on an f.o.b. point of destination basis. Title shall not pass until commodities have been received and accepted by the Agency or Department.

49. When commodities are rejected with notice of such rejection having been provided to the bidder, they must be removed by the contractor from the premises of the Department or Agency within five (5) days from notification. Rejected items left longer than five (5) days will be regarded as abandoned and the County shall have the right to dispose of them as its own property.

DEPOSITS

50. Unless otherwise expressly indicated, specification deposits are returned only to those prospective contractors who actually submit proposals to the County of Monroe and have returned their specifications unmarked and in good condition within 30 days of the bid award.
51. Unless otherwise expressly indicated, bid deposits are considered an earnest of good faith and are retained by the County only until a contract has been awarded; at which time they are returned to all bidders who submitted proposals. Failure, on the part of a contractor, to execute a contract, may result in forfeiture of his/her bid deposit.

PAYMENTS

52. Payments will be made by the Controller after presentation of a completed voucher to the ordering Department or Agency.
53. In any case where a question of non-performance of a contract arises, payment may be withheld in whole or in part at the discretion of the Purchasing Manager. Should the amount withheld be finally paid, a cash discount originally offered may be taken by the County as if no delay in payment had occurred.
54. Any claim against a contractor may be deducted by the County from any money due him in the same or other transactions. If no deduction is made in such fashion the contractor shall pay the County the amount of such claim on demand. Submission of a voucher and payment thereof by the County shall not preclude the Purchasing Manager from demanding a price adjustment in any case where the commodity delivered is later found to deviate from the specification and proposal. Any delivery made which does not meet the requirements of the specifications and proposal may be rejected or accepted on an adjusted price basis as determined by the Purchasing Manager.
55. Tax Provisions: Purchases made by the County of Monroe are not subject to State or Local sales taxes or Federal Excise taxes. To satisfy the requirements of the New York State Sales Tax, either the purchase order issued by an agency or institution of New York State for supplies or equipment or the voucher forwarded to authorize payment for such supplies and equipment will be sufficient evidence that the sale by a contractor or vendor was made to the County of Monroe, an exempt organization under section 1116 (a) (I) of the Tax Law. Exemption certificates for Federal Excise taxes will be furnished upon request by the Purchasing Division. No person, firm or corporation is, however, exempt from paying the New York State Truck Mileage and Unemployment Insurance or the Federal Social Security Taxes. This exemption does not apply to materials not incorporated into the work of a Public Works Contract.

GUARANTEES BY CONTRACTOR

56. Contractor hereby guarantees:
- (a) To save the County, its agents and employees, harmless from any liability imposed upon the County arising from the negligence, either active or passive, of the contractor, as well as for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee or licensee.
 - (b) To pay for all permits, New York licenses and fees and gives all notices and complies with all laws, ordinances, rules and regulations.
 - (c) That the equipment offered is standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of one year unless otherwise specified.
57. Waiver of Immunity Clause:

103-a. Ground for cancellation of contract by municipal corporations and fire districts.

A clause shall be inserted in all specifications or contracts made or awarded by a municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or by a fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, for work or services performed or to be performed or goods sold or to be sold, to provide that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

- (a) such person and any firm, partnership or corporation of which he is a member, partner, Purchasing Manager or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with municipal corporation or fire district or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal and to provide also that
- (b) any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by such person and by any firm, partnership or corporation of which he is a member, partner, Purchasing Manager or officer may be cancelled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

The provisions of this section as in force and effect prior to the first day of September, nineteen hundred sixty, shall apply to specifications or contracts made or awarded by a municipal corporation on or after the first day of July, nineteen hundred fifty-nine but prior to the first day of September, nineteen hundred sixty.

103-b. Disqualification to contract with municipal corporations and fire districts.

Any person who, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract and any firm, partnership or corporation of which he is a member, partner, Purchasing Manager or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district or with any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal or until a disqualification shall be removed pursuant to the provisions of section one hundred three-c of this article.

It shall be the duty of the officer conducting the investigation before the grand jury, the head of a state department, the chairman of the temporary state commission or other state agency, the organized crime task force in the department of law, the head of a city department or other city agency before which the person so refusing is known to be a member, partner, officer or Purchasing Manager, to the commissioner of transportation of the state of New York and the appropriate departments, agencies and officials of the state, political subdivisions thereof or public authorities with whom the person so refusing and any firm, partnership or corporation of which he is a member, partner, Purchasing Manager or officer, is known to have a contract. However, when such refusal occurs before a body other than a grand jury, notice of refusal shall not be sent for a period of ten days after such refusal occurs. Prior to the expiration of this ten day period, any person, firm, partnership or corporation which has become liable to the cancellation or termination of a contract or disqualification to contract on account of such refusal may commence a special proceeding at a special term of the supreme court, held within the judicial district in which the refusal occurred, for an order determining whether the

questions in response to which the refusal occurred were relevant and material to the inquiry. Upon the commencement of such proceeding, the sending of such notice of refusal to answer shall be subject to order of the court in which the proceeding was brought in a manner and on such terms as the court may deem just. If a proceeding is not brought within ten days, notice of refusal shall thereupon be sent as provided herein.

103-d. Statement of non-collusion in bids and proposals to political subdivision of the state.

(FN1) Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

(a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in his/her bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor and;

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his/her designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or;

(c) Has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of Purchasing Managers of the bidder and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

58. Anti-discrimination Clause: During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee because of race, creed, color, sex or national origin and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color, sex or national origin. Such action shall be taken with reference but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the job training.

(b) The contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the New

York State Division for Human Rights, advising such labor union or representative of the contractor's agreement under clauses (a) through (g) hereinafter called "non-discrimination clauses"). If the contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, color, sex or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the New York State Division of Human Rights of such failure or refusal.

- (c) The contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the New York State Division of Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the New York State Division of Human Rights shall determine.
- (d) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex or national origin.
- (e) The contractor will comply with the provisions of the Human Rights Law of the State of New York as set forth in section 290-301 of the Executive Law of New York, will furnish all information and reports deemed necessary by the State Division for Human Rights under these non-discrimination clauses and such sections of the Executive Law and will permit access to his/her books, records and accounts by the State Division for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and applicable Federal Civil Rights Laws.
- (f) This contract may be forthwith cancelled, terminated or suspended, in whole or in part by the contracting agency upon the basis of a finding made by the New York State Division for Human Rights that the contractor has not complied with these non-discrimination clauses and the contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he/she satisfies the New York State Division for Human Rights that he/she has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the New York State Division for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Division, notice thereof has been given to the contractor and an opportunity has been afforded him/her to be heard publicly before three members of the Division. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.
- (g) The contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct; including sanctions or remedies for non-compliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

59. Workmen's Compensation: Contractor will secure workman's compensation and keep insured during the life of the contract for the benefit of such employees as are required to be insured by the provisions of Chapter 41 of the laws of 1914, as amended, known as the Workmen's Compensation Law and also provisions of Article 9 of the Workmen's Compensation Law known as the Disability Benefits Law. The contract shall be void and of no effect unless the contractor complies with these provisions.

CANCELLATION OF CONTRACT

60. Upon failure of the contractor to deliver within the time specified or failure to make prompt replacement of rejected commodities when so requested, the Purchasing Manager may purchase from other sources to replace the commodity rejected or not delivered. On all such purchases, the contractor agrees to reimburse the County promptly for costs associated with purchasing from other sources. Should the cost be less than the contract price, the contractor shall have no claim to the difference. Such purchases may be deducted from contract quantity by the Purchasing Manager.
61. A contract may be cancelled at the contractor's expense upon nonperformance of contract.

DRAWINGS

62. Rough and/or shop drawings shall be furnished as deemed necessary and required by the specification. Such drawings shall be consistent with the contract documents and shall be considered as forming part of the specification and the contract to which they relate.
63. All lettering on the drawings shall be considered a part of the drawings.
64. Approval by the Purchasing Manager of shop drawings of details for any commodity will not relieve the contractor from responsibility for furnishing same of proper dimension, size, quantity and quality to efficiently perform the work and carry out the requirements and intent of the layout or descriptive drawings forming part of the proposal and specifications. Such approval shall not relieve the contractor from responsibility for errors of any sort in the shop drawings. If the shop drawings deviate or are intended to deviate from the layout or descriptive drawings on specifications, the contractor shall so advise the Purchasing Manager in writing at the time the shop drawings are submitted, stating the difference in value between the contract requirements and that denoted by said shop drawings.
65. Rough and/or shop drawings will be examined by the Purchasing Manager and if necessary, will be returned to the contractor for correction. After the corrections have been made, the contractor shall resubmit to the Purchasing Manager as many copies as required for final approval.
66. All drawings and copies thereof shall become the property of the County.

CONTRACTS INVOLVING INSTALLATION

67. Contractor shall clean up and remove all debris and rubbish resulting from his/her work from time to time as required or directed. Upon completion of the work the premises shall be left in a neat unobstructed condition, the buildings broom clean and everything in satisfactory repair and order.
68. Equipment, supplies and materials shall be stored at the site only upon the approval of the using Agency and at the contractor's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.
69. Work shall be performed so as to cause the least inconvenience to the County and with proper consideration for the rights of other contractors or workmen. The contractor shall keep in touch with the entire operation and install his/her equipment promptly.
70. Installation shall also include the furnishings of any rigging necessary to move equipment into the buildings; also the removal and resetting of any removable windows used for moving equipment into building.
71. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.
72. All materials used in installation shall be of the highest quality and shall be free from all defects which would mar the appearance of the equipment or render it structurally unsound.
73. Contractor shall furnish adequate protection from damage for all work and shall repair damages of any kind for which he/she or his/her workmen are responsible.

SAVINGS CLAUSE

74. The contractor shall not be responsible for any losses resulting from his/her failure to perform properly, if such failure was due to causes beyond his/her control and without his/her fault or negligence, including but not restricted to acts of God, wars, acts of public enemies, strikes, fires and floods, provided that the contractor shall within ten (10) days from the beginning of any such delay, notify the Purchasing Manager, in writing, of the cause of such delay.

75. The terms, conditions and requirements set forth in these General Specifications shall be binding upon bidders and contractors submitting bids or furnishing materials in connection with proposals received or contracts awarded by the County pursuant to rules and regulations promulgated by the Purchasing Manager of the Monroe County Division of Purchasing and Central Services.