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: 0915-12

BID TITLE: MECHANICAL & ELECTRICAL TERM SERVICES

BUYER: Dawn C. Staub
PHONE: (585) 753-1120

BID TIME: 11:00 A.M.
BID DATE: October 9, 2012

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

ITEM AND/OR GROUP NO.	ESTIMATED QUANTITY	ARTICLES OR SERVICES	UNIT PRICE	EXTENSION
		MECHANICAL AND ELECTRICAL TERM SERVICES		
GROUP I		MECHANICAL MULTIPLIER		_____
GROUP II		ELECTRICAL MULTIPLIER		_____
		(MULTIPLER TO 2 DECIMAL PLACES) *PLEASE SUBMIT TWO (2) COPIES OF BID PROPOSAL AT TIME OF BID OPENING.*		
		Pre-Bid Meeting: Monday, October 1, 2012 Watts Conference Center, 49 S. Fitzhugh St. 10:00 A.M.		

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 or 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: **Mechanical and Electrical Term Services**

FOR: Various Monroe County Departments

DUPLICATE COPIES: Please submit your bid in duplicate; the original and one (1) copy.

DEPARTMENT CONTACT: Darryl Maslanka, Department of Environmental Services, 585-753-7514

BID INFORMATION: At the time of bid, **the bidder shall supply detailed specifications** covering the service contained herein, and shall clearly indicate any areas in which bid does not fully comply with the specifications contained herein. Failure to indicate areas of non-compliance may be grounds for bid rejection.

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.

QUANTITIES: The quantities listed are **estimated total annual requirements.** These estimates should not be construed to represent guaranteed maximum or minimum quantities to be purchased during the contract period. Estimates are based upon average actual annual usage for years indicated by Group by County departments only. Estimates for Monroe Community Hospital (MCH) were provided by MCH.

WAGE RATES: Pursuant to the provision of Section 220-A of the New York State Labor Law, as amended, the Contractor (and related Subcontractors) will be obligated to pay all workers in the covered classes only the applicable prevailing wage rates and supplements. The minimum hourly wage rate to be paid the various classes of labor performing work under this contract shall be in accordance with schedules which have been established, or may hereafter be established or increased, by the New York State Department of Labor during the contract term. **Refer to NYS Wage Schedule PRC# 2012008121 developed for this project.**

QUALIFIED BIDDER: Each bidder must be prepared to present satisfactory proof of its 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 its ability to perform.** Monroe County reserves the right to reject any and all bids if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.

EMERGENCY WORK REQUESTS: The Contractor must maintain a telephone number in order to be reached twenty-four (24) hours per day, seven (7) days per week.

METHOD OF AWARD Monroe County intends to award the bid to the lowest responsive and responsible bidder based on the multiplier provided for each Group. The County will award the contract(s) as a **whole or by Group,** depending on which ever method results in the lowest overall cost to the County. Separate awards will be considered when the difference between multipliers for each Group is great enough to offset the additional costs inherent to multiple contracts. Contractors must provide a multiplier applicable to all items within a Group in order to be considered for that Group. If a Contractor does not provide a multiplier for the entire Group, the bid will be considered incomplete and not eligible for award. The County reserves the right to reject any and all bids if the Purchasing Manager deems said action to be in the best interest of the County.

CONTRACT TERM: Contract will start with the date of the contract award and run through **October 31, 2013** with the option to renew the contract up to four (4) additional twelve (12) month periods at the mutual consent of both parties.

PRICE INCREASE: The labor rate per hour shall remain firm for the contract term unless established wage schedules are changed (increased or decreased) by the New York State Department of Labor (NYS DOL). In the event such wages are changed by NYS DOL, the Contractor's labor rate per hour will be changed in an amount exactly equal to that of NYS DOL wage schedules (wage rate plus supplemental benefits only). **The Multiplier shall remain constant during the contract term.** Adjustments to the Multiplier will be considered by the County only at the time of Contract renewal.

MINIMUM ORDER: No minimum order is specified for this contract. Agencies must be able to order as needed. **Political subdivisions and others authorized by law may participate in this contract.**

PURCHASE ORDER ISSUANCE: No work shall proceed against nor shall any items be delivered against this contract until the Contractor has received a purchase order and/or a purchase order number. **Items supplied or services rendered that are not part of this contract <u>will not</u> be paid for by Monroe County.**

HOURLY RATE: The Contractor shall be paid for the number of hours actually expended at the job site times the labor rate per hour. Overtime rate shall be defined as time and one half of the hourly rate after eight (8) hours per day and on Saturdays (1.5 x labor rate per hour). Double time shall be defined as double the hourly rate for Sundays and holidays (2 x labor rate per hour).

MATERIAL COSTS: All materials shall be itemized on each invoice and billed at **five percent (5%)** above the Contractor's net cost. Each item must include a full description including manufacturer, stock number, and unit price. The County reserves the right to audit the Contractor's records to determine that the County is being charged no more than five percent (5%) of the Contractor's net cost.

WRITTEN ESTIMATES: The County reserves the right to request a written estimate for the proposed work that shall be provided to the ordering department. The estimate must show labor and material costs. The County may, depending upon the cost estimate, independently purchase any equipment or supplies needed to execute a project conducted under this contract, but reserves the right to authorize the purchase of materials by Contractor as necessary. The Contractor may not proceed with the work until approval is given by the ordering department. If the estimate is considered too high, the County reserves the right to obtain open market quotations, provide materials or change the scope of the work. The County maintains the right to publicly bid projects over thirty-five thousand dollars ($35,000). Projects that exceed one hundred thousand dollars ($100,000) require written authorization by the Purchasing Manager. The County also maintains the right to cancel a request.

BILLING PROCEDURE: All invoices for items sold to any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. **ALL INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.** Invoices must be received within thirty (30) days of project completion.

CERTIFIED PAYROLL RECORDS: Contractors are required to deliver subscribed and sworn payroll transcripts to the County of Monroe within one (1) week after issuance of the first payroll and every one (1) week thereafter. The transcript shall be accompanied by a statement under penalty of perjury signed by the Contractor indicating that the payrolls are accurate and complete, that the wage rates contained therein are not less than those determined by the New York State Department of Labor, and that the classifications set forth for each job classification, including apprentices and trainees, conform with the work performed. In federally aided projects the higher of the federal or New York State Wage Rates shall apply.

SECURITIES AND INSURANCE: Any Certificate of Insurance, Bonds, or other forms of security required by this bid are to be submitted to the Purchasing Manager no later than ten (10) normal business days following the date of notification of award. Documents must be received by the close of business, 5:00 PM, on that day.

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

COMPLIANCE WITH THE LAW: The Contractor agrees to procure all necessary licenses and permits, the cost of which shall be included in the multiplier. The Contractor shall comply with all laws, rules, and regulations pertaining to the payment of wages and all other matters applicable to the work performed under this contract.

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

RELATED ITEMS: The County reserves the right to add additional titles as may be required for specific projects to this contract during the contract term upon mutual agreement of both parties. Authorization must be given in writing by the Purchasing Manager.

REPORT OF PURCHASE: The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered, to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.

OTHER AGENCIES: The Contractor(s) must honor the prices, terms and conditions of this contract with political subdivisions, school districts, fire districts, or other district or public authorities located entirely or partly within Monroe County. Usage of this contract by any of these other political subdivisions or agencies, or corporations will have to be coordinated between that subdivision or agency or corporations and the contractor. Orders placed against this contract between any subdivision or agency or corporation will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

INDEMNIFICATION: The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees, or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance, or to assume any such liability for the County by the Contractor.

BP#0915-12
MECHANICAL & ELECTRICAL TERM SERVICES
SPECIFICATIONS

1.1 SCOPE

It is the intent of the County to contract with qualified electrical, mechanical and plumbing contractor(s) for the provision of various trades personnel for maintenance, repair and construction services on various projects that are located within County facilities. The Contractor(s) will be required to work either independently or in conjunction with County personnel responsible for such projects. Specific work to be performed by the Contractor(s) will be under the direct supervision of the Contractor's Project Manager, Construction Superintendent and/or Foreman in cooperation with the County and will be paid on a time and materials basis.

The trades' personnel are divided into two (2) groups. Group I Mechanical, includes plumbers, sprinkler fitters and sheet metal workers; Group II Electrical, includes electricians. The resulting contract(s) from this bid specification will replace the Mechanical Maintenance, Electrical Construction and Construction Term Services (Group I Plumbing) term contracts.

Monroe County will hold a **pre-bid conference on Monday, October 1, 2012, at the Ebenezer Watts Conference Center (49 South Fitzhugh Street, Rochester) from 10:00 to 10:30 a.m.** Prospective bidders are strongly encouraged to attend this informational session. While attendance is not mandatory, it will be the only opportunity for bidders to familiarize themselves with the project. Any failure by prospective bidders to acquaint themselves with available information in regard to these specifications, work areas, character of equipment and facilities, and all other matters that can in any way affect the work or cost thereof under this contract, will not relieve them from the responsibility of carrying out the work intended by this contract.

1.2 SERVICE LOCATIONS

The contract(s) resulting from this bid will be available to all Monroe County departments for work in County-owned and leased facilities, as well as political subdivisions. The primary County departments that utilize this contract include: Department of Environmental Services (DES), Monroe Community Hospital (MCH), Greater Rochester International Airport (Airport or GRIA), Sheriff's Department and Parks Department. The referenced departments will use both of the contract groups in some capacity on a regular basis.

Projects for DES include, but are not limited to, electrical and mechanical projects at all DES locations, maintenance for various County operating departments, and twenty-four (24) hour emergency mechanical service. Work at MCH covers day-to-day maintenance as well as electrical and mechanical construction projects. The Sheriff's Office requires plumbing services at the Monroe County Jail and Monroe County Correctional Facility, and the Parks Department requires electrical and mechanical support on larger projects in the County's twenty-one (21) parks, which include lodges, shelters and restrooms. The Airport requires ongoing electrical maintenance, as well as general mechanical maintenance and construction.

1.3 BIDDER QUALIFICATIONS

No bid will be considered unless the person or organization submitting the bid can meet the following minimum qualifications:

A. Must employ at least one (1) tradesman who possesses a Plumber's License as issued by the City of Rochester (Group I only).

B. Must employ at least one (1) tradesman who possesses a Master Electrician's License as issued by the City of Rochester (Group II only).

C. Must employ at least one (1) licensed professional engineer (Group I only).

D. Must have demonstrated access to a qualified labor pool sufficient to satisfy the project requirements.

E. Have the capability of managing multiple jobs simultaneously on short notice.

F. On demand, must be able to produce documentation or other evidence demonstrating ability to comply with the terms, conditions and specifications of this proposal. In all cases, the decision of the County Purchasing Manager will be considered final.

1.4 APPLICABLE CODES, STANDARDS AND REFERENCES

All work shall be in accordance with the following codes and standards except as provided otherwise herein.

A. All local and state building codes

1) Group I Mechanical:
   - Uniform Fire Prevention and Building Code
   - Building Code of New York State (BCNYS)
   - Fire Code of New York State (FCNYS)
   - Fuel Gas Code of New York State (FGNYS)
   - Mechanical Code of New York State (MCNYS)
   - Plumbing Code of New York State (PCNYS)
   - Property Maintenance Code of New York State (PMCNYS)
   - Energy Conservation Code of New York State (ECNYS)
   - National Fire Protection Association 13, 14, 16, 70, 72 and 110 (NFPA)

2) Group II Electrical:
   - Uniform Fire Prevention and Building Code
   - National Electrical Manufacture's Association - NEMA
   - American Society for Testing and Materials – ASTM
   - Institute of Electrical and Electronic Engineers – IEEE

- International Electrical Testing Association – NETA
- Maintenance Testing Specifications – MTS-1989
- American National Standards Institute – ANSI C2: National Electrical Safety Code
- Insulated Cable Engineers Association – ICEA
- Association of Edison Illuminating Companies – AEIC
- Occupational Safety and Health Administration – OSHA
- National Fire Protection Association – NFPA
    - ANSI/NFPA 70: National Electrical Code
    - ANSI/NFPA 70: Electrical Equipment Maintenance
    - NFPA 70E: Electrical Safety Requirements for Employee
    - ANSI/NFPA 78: Lighting Protection Code
    - ANSI/NFPA 101: Life Safety Code

B. American Society for Testing and Materials – ASTM

C. American National Standards Institute

D. Insulated Cable Engineers Association – ICEA

E. Occupational Safety and Health Administration – OSHA

1.5 SERVICE RESPONSE

The Contractor will be required to furnish a permanent twenty-four (24) hour, seven (7) day per week, staffed service call telephone number for use by the County when it requires service.

The Contractor will be required to respond to high priority service requests within two (2) business days. Contractor will be required to respond to regular priority service requests within five (5) business days, or sooner, as conditions warrant.

1.6 STANDARD PRODUCTS

All materials, equipment and accessories provided shall be new and unused, shall be essentially the standard product of a manufacturer regularly engaged in the production of such material or equipment, and shall essentially duplicate material or equipment that has been in satisfactory operation in County facilities at least five (5) years. Where applicable, the products used should be compatible with existing systems. The County reserves the right to reject any material, equipment or equipment manufacturer.

1.7 QUALITY CONTROL AND SAFETY

A. All materials must comply with manufacturer specifications.

B. Contractor must have in use a Quality Control Procedure.

C. Contractor must have in use a written safety program with a full-time Safety Coordinator.

D. The Contractor must be capable of providing staff that has the following training and certifications and documentation thereof:

- Asbestos Handler Certification
- Ten Hour OSHA Training Course
- Hazard Communication
- Lockout – Tagout
- Confined Space Entry
- Respirator and Hearing Protection
- General Personal Protective Equipment (PPE) Usage

1.8 MATERIALS AND REPLACEMENT PARTS REIMBURSEMENT

Cost for materials and replacement parts incorporated in the work will be reimbursed at the Contractor's net cost plus **five percent (5%)**. It is expected that for routine jobs the Contractor will use materials from their own stock. Such items will be charged at the Trade Service Price (plus 5%) in effect at the time the materials are used. The vendor shall not be required to submit individual invoices for such material, but is expected to maintain supporting documentation for these material charges.

When material or equipment is required for a particular job, which is not standard stock material, the vendor must submit a copy of their invoice showing the amount paid. The vendor will charge the standard five percent (5%) mark up for these items.

The County reserves the right to conduct an audit or to request documentary evidence to substantiate any prices billed for materials. The County may elect to provide materials from County supply contracts. The Contractor shall maintain records of all materials furnished by the County or the Contractor and installed as part of the work order. The County will perform routine audits of these records. The County will not reimburse the Contractor for any sales tax.

1.9 TIME CHARGES

A. The time for each project will be computed from the time of arrival to time of completion of the project at the job site. Monroe County will not pay for travel time to and from the job site.

B. All time to be computed to the nearest half-hour.

C. All time charges shall be computed using applicable wage rates and supplements. Work day varies by department but is generally between 6:00 a.m. and 6:00 p.m. Monday through Friday. Specific work hours to be arranged by individual departments.

D. There is no guarantee for a specific number of work hours to the Contractor's tradesmen. The number of hours worked by the tradesmen will be based solely on the needs of the County.

E. The County shall have the right to make changes in the normal work hours for purposes of increased efficiency and coordination while working in County Facilities.

F. Estimates shall be provided at the request of the County.

G. Invoices for payment shall be submitted to the County within thirty (30) days of job completion.

1.10 WORK ORDER FORM – ATTACHED

All work will require the completion by the County's project manager of a work order form (follows). No work shall commence until a purchase order has been assigned to the work order form. The Contractor's job foreman must obtain the completed form from the County's designated representative before beginning work. Except for Emergency call out, work shall not commence until a purchase order number has been assigned to the work order form and all estimates, if applicable, have been approved by the County.

It is the intent of Monroe County to match each *work order form* and *purchase order* for administrative clarification purposes.

WORK ORDER FORM

Purchase Order #_____ Work Order #_____

Project ID

Name: _____

Location: _____

Scope of Work and Location

Description: _____

_____

Start Date: _____

Estimated Time: _____

Crew Requirements: _____

_____

Materials: _____

_____

Special Equipment: _____

_____

Safety and Operational Considerations: _____

_____

Inspection: New York Board of Fire Underwriter's or Middle Department Inspection Agency.

Funding Source

Department Name: _____
Billing Address: _____
Funding Source: _____ _____ _____ _____ _____ _____
Plant Storage Loc GL Account Cost Center Bus Area Fund

Approvals

Project Manager/Contact Person: _____ _____ Date: _____
Telephone Number

Contract Administrator: _____ _____ Date: _____
Telephone number

1.11 DAILY TIME AND MATERIALS REPORT

The Contractor shall provide a daily time and materials report. These original daily reports attached to the Contractor's invoice will be the only basis for payment by the County. These reports must be reviewed by and signed by the County's designated representative or they will not be accepted. The report sheets shall list as a minimum:

- Name of each employee
- Number of hours per employee
- Brief statement of work performed
- Materials used
- Equipment used
- Labor rate(s) per hour
- Work Order Number

Tradesmen are required to complete and sign (original signature in ink) an original daily time and materials report documenting hours worked on a daily basis. Any changes must be initialed by the tradesman.

1.12 CLEAN-UP

The Contractor shall at all time keep the premises and site free from accumulations of waste material or rubbish caused by tradesmen or work. At the completion of the work all rubbish caused from and about the site of the work shall be removed.

1.13 PROTECTION OF PROPERTY

The Contractor shall be responsible for the preservation and protection of property adjacent to the work site against damage or injury as a result of his operation under this Contract. Any damage or injury occurring on account of any act of omission or negligence on the part of the Contractor shall be restored in proper and satisfactory manner or replaced by and at the expense of the Contractor.

It is the Contractor's responsibility to be aware of and comply with such safety regulations as may be required by jurisdictional agencies and shall at all times conduct operations so as to avoid and eliminate any unsafe conditions created by said operations.

1.14 TOOLS

The Contractor is expected to have on hand sufficient and proper tools of the trade to facilitate the work and handle all emergencies normally encountered in work of this character as outlined in Section 1.18 and as otherwise would reasonably be expected. This includes general items such as hand tools, protective clothing, communications equipment, decontamination and traffic control devices for the purposes of this Contract. The cost of such items shall be treated as part of the overhead included in the multiplier(s). The Contractor's tradesmen may be individually assigned specialized tools by the County and shall be accountable for such tools.

The County will reimburse the Contractor for the **actual cost** of the rental of specialized tools or equipment not readily available to the Contractor or the County. There shall be no material mark-up. The Contractor shall notify the County before the actual rental of such tools or equipment occurs and shall supply information in writing regarding rental costs and duration of rental.

1.15 TRANSPORTATION

Contractor is not required to provide service vehicle(s) for the exclusive use of tradesmen assigned to the County during the term of this contract; however, Contractor must have capacity and ability to meet the terms, conditions and specifications of the contract. The Contractor's tradesmen shall have transportation suitable for transporting themselves, tools and equipment to/from the job site, between job sites as necessary, and to/from suppliers and equipment rental entities. Tradesmen working at DES and Parks are frequently required to transport materials and move between several job sites each day. Tradesmen assigned to MCH, Airport and the Sheriff's Office generally will not have to travel to more than one job site each day, but may have to procure supplies and equipment on a regular basis.

The County will not transport Contractor's tradesmen, tools or equipment. This shall include, but is not limited to, transportation to/from job sites, between job sites, or to/from suppliers or equipment rental entities. Provision of transportation is not the responsibility of the County. Lack of transportation at any time may be grounds for termination of the contract.

1.16 MILEAGE

The County will reimburse Contractor for mileage at the IRS standard business mileage rate (currently $0.555 per mile) when transporting materials and/or tradesmen between job sites.

The County will not reimburse mileage for transportation to the initial job site or from the final job site.

1.17 SPECIAL EQUIPMENT

Specialized vehicles or heavy equipment, such as boom truck or lift, may be required for some work. The County will reimburse the Contractor for the **actual** rental cost of such specialized vehicle and/or equipment. (See also Section 1.14). The Contractor shall notify the County before the actual rental of this equipment occurs and shall supply information in writing regarding rental costs and duration of rental. The County may elect to provide special vehicles and/or equipment directly.

1.18 WORK TO BE PERFORMED

The assignment of work, direction and supervision of Contractor's tradesmen shall be the responsibility of the Contractor. Work will not be directed, assigned or supervised by the County.

The Contract shall cover, but is not limited to, the following construction disciplines:

A. Plumber

1) General construction and maintenance repairs

a. Assembles, installs and repairs pipe fixtures of heating, water, and drainage systems, according to specifications and plumbing codes

b. Studies building plans and drawings to determine work aids required and sequence of cuts and threads pipe cutters, cutting torch and thread machine

c. Fabricates, assembles, installs, and maintains piping systems, fixtures and equipment for water, heating and cooling

d. Lubricate sprinkler and industrial systems

2) General plumbing and maintenance repairs, testing and inspections:

a. Backflow tests – City of Rochester

b. Sprinkler tests

3) Mechanical Maintenance and Repair

a. Replacement of small, medium and large flanged gate valves, butterfly valves, plug valves, flow tubes from floor grade up to and including 8 feet above floor grade

b. Complete rebuild and testing of 2", 4" 6" and 8" backflow preventers

c. Installation of 6" horizontal frame mounted pumps

d. Removal and replacement of upright sprinkler head at a height of 8' above grade

e. Removal and replacement of small, medium and large carbon steel, ductile iron, welded, threaded, roll grooved or cut grooved pipe, up to 10' long, located from floor grade to 8' above floor grade

f. Replacement of hydraulic gate actuators from ground level up to one hundred (100) feet below grade

g. General preventive maintenance of electric actuators

h. Rebuild 36" non-rising stem, double wedge gate valve in place; located greater than 8' above floor grade

i. Rebuild 24" outside screw and yoke (OSY) double wedge gate valve in place; located from floor grade to 8' above floor grade

B. Electrician

1) General electrical maintenance, primarily involving voltages of less than 600 volts.

a. Installation and troubleshooting electric motors and their controls. The motors are single and three phase and run from fractional to 1500 H.P.

b. Familiarity with Instrumentation Equipment and systems including standard interfacing procedures (e.g. 4-20 mA current loops, 1-5 VDC interface, RS232 and RS422 wiring configurations).

c. Familiarity with the following systems:
- Adjustable Frequency Drives
- Soft-Start Controllers
- Programmable Logic Controllers
- Telephone systems
- Data systems
- Security systems
- Fire Alarm systems

On demand, must be able to produce documentation or other evidence demonstrating ability to comply with the above requirement. In all cases, the decision of the County Purchasing Manager will be considered final.

2) General Systems Installation

a) Installing new wiring and repairing old wiring

b) Installing receptacles, lighting systems and fixtures

c) Planning and installing raceway systems

d) Troubleshooting and repairing electrical systems

e) Establishing temporary power during construction

f) Establishing power distribution within project

g) Establishing grounding systems

h) Installing service to buildings and other structures

i) Providing power and controls to motors, HVAC, and other equipment

j) Installing fire alarm systems

k) Installing and repairing traffic signals, outdoor lighting and outdoor power feeders

l) Installing instrumentation and process control systems, including energy management systems

m) Establishing OSHA and Customer Safety Requirements

n) Installing security systems

o) Installing, maintaining and repairing lighting protection systems

3) Power Cable Replacement and Repair

These cables transmit power with voltages of 2.3, 4.16, 12.3 and 34.5 kilovolts. The Contractor must be capable of doing the following:

a. Have the capability to repair, install and test all cables
b. Locate and isolate cable faults
c. Install high voltage cable splices and terminations
d. Perform work on immediately connected switchgear and transformers

4) Sub Station Installation and Repair

a. Transformer replacement
b. Circuit breaker repair and replacement
c. Power logic
d. Relay and overcurrent protection schemes
e. Grounding systems
f. Overhead switches and fuses

* It is mandatory that the County receive copies of all test reports generated during this type of labor.

5) Emergency generating and back-up power installation

a. Posi Lock installation
b. UPS systems
c. Batteries

* It is mandatory that the County receive copies of all test reports generated during this type of labor.

1.19 CONTRACTOR EXPERIENCE

In submission of the proposal for the Contract, the Contractor hereby undertakes a fiduciary responsibility to the County to ensure that the Contractor's expenditures, use of labor, subcontracts, rentals, purchases and allocations are fair, reasonable, properly allocable, in the County's best interest, and are at the lowest possible cost consistent with the proper completion of the work hereunder.

The Contractor shall demonstrate sufficient experience in trades work equivalent to this contract. Bidders shall submit a statement of past and present experience on similar contracts with the bid proposal. Such statements shall include, but not necessarily be limited to:

1. Name and address of Owner.
2. Name, telephone and email address of Owner contact.
3. Scope of work.
4. Duration of contract.
5. Approximate dollar value.

6. Types of contractors with whom the Contractor was required to coordinate its work.

1.20 SECURITY

Contractor's tradesmen assigned to any County project will be required to meet the Federal Aviation Administration (FAA) security requirements for working at the Airport, and the Sheriff's Department's requirements to work in the Hall of Justice and the Appellate Court. All of Contractor's tradesmen may be required to work in any of these locations at any time. Therefore, all tradesmen will be required to pass a security background check and wear a County-issued contractor identification badge at all times.

2.0 LABOR REQUIREMENTS

Recognizing that the scope of this contract is intended to provide electrical and mechanical services to multiple departments for projects of varying size and scope, the bidder must have access to a labor pool of qualified tradesmen sufficient to satisfy the project requirement. Due to the duration of the work and the turn around time that may be required, the Contractor(s) may be required to provide approximately sixteen (16) full-time equivalent (FTE) electrical and mechanical tradesmen, on an annual basis.

The County may be desirous of obtaining the services of specific tradesmen for long-term assignments within specific departments as allowable under current union agreements. The County does not consider a constant rotation of tradesmen and the learning curve that accompanies frequent transitions an efficient way to meet the goals and objectives of this contract.

Monroe County reserves the right to refuse, without cause, any tradesman assigned to this contract.

The County shall have the right to demand, orally or in writing, the removal of any tradesman performing services for the County pursuant to this Agreement. In such event, the Contractor shall remove such individual and shall immediately cause a replacement to be made with an employee of the Contractor performing the same trade as the employee of the Contractor so removed or, at the County's option, with an employee of the Contractor performing a different trade. Any such replacement shall be referred by the trade union having jurisdiction and shall be subject to the approval of the County. In the event that a tradesman is removed by the County, the County shall promptly notify the Contractor.

The County reserves the right to let other contracts in connection with any work let under this contract. The Contractor will afford other contractors reasonable cooperation in the execution of their work and will properly coordinate its work with theirs.

The Contractor shall submit a brief narrative statement indicating the source of the required tradesmen.

2.1 APPRENTICESHIP PROGRAM

Contractor, or their subcontractor(s), must have access to current New York State Apprentice

Programs for plumbers and electricians, based on Group(s) bid, that have been approved by the Department of Labor. The Contractor must also maintain affirmative efforts to retain minority apprentices.

Prior to entering into a contract with the County, Contractor shall provide proof that current apprenticeship agreements appropriate for the type and nature of work to be performed have been registered with and approved by the New York State Commissioner of Labor in accordance with Article 23 of the Labor Law, any provision contained in §103 of the General Municipal Law to the contrary notwithstanding.

3.0 MULTIPLIER

Bidders shall bid a Multiplier for costs associated with administering this contract. The Multiplier shall include overhead and profit. The Multiplier will be calculated on top of the hourly wage only (prevailing wage plus supplemental benefits) for tradesmen to determine the invoice price. The Multiplier shall not be added to any other costs allowable under this contract.

Prevailing wage rates and prevailing hourly supplements for each title shall be determined by using Prevailing Wage Schedule for Article 8 Public Work Project Case Number (PRC# 2012008121), as assigned by the New York State Department of Labor for this project.

The Multiplier will remain the same throughout the term of this contract. Any adjustment to the wage rates by the Department of Labor will affect the wage rates and supplements only. The Multiplier will remain constant regardless of the wage rates.

Example of Multiplier for Group II Journeyman Electrician:

Wages (per hour as of 7/1/12)	$31.08
Supplemental Benefits (per hour worked)	$18.58
Total Hourly Wage	$49.66
Multiplier (example)	**x 1.01**
Invoice price per hour	$50.16

INSURANCE REQUIREMENTS
INDEMNIFICATION

The Contractor shall procure and maintain at his own expense until final completion of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Contractor or by his subcontractors. Monroe County must be named as Additional Insured on the General Liability and Motor Vehicle policies. The ACORD form shall name Monroe County as additional insured and certificate holder. The General Liability and Motor Vehicle policies shall also include separate endorsement(s) naming Monroe County as an Additional Insured.

Within ten (10) days after notice of award, the Contractor shall furnish to the County a certificate or certificates of insurance in a form satisfactory to the Monroe County Attorney (a sample form is attached to these specifications) showing that he has complied with all insurance requirements set forth herein, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the County. Except for Workers' Compensation Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract resulting from this bid solicitation. The kinds and amounts of insurance are as follows:

A. **WORKERS' COMPENSATION AND DISABILITY INSURANCE:** A policy covering the operations of the Contractor in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law, covering all operations under Contract, whether performed by him or by his subcontractors. The Contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefits of, and keep insured during the life of said Contract, such employees in compliance with the provisions of the Worker's Compensation Law know as the Disability Benefits Law (Chapter 600 of the Laws of 1949) and amendments hereto.

B. **LIABILITY AND PROPERTY DAMAGE INSURANCE:**

(1) CONTRACTOR'S GENERAL LIABILITY INSURANCE issued to the Contractor and covering the liability for damages imposed by law upon the Contractor with respect to all work performed by him under the within Contract. All of the following coverages shall be included:

Comprehensive Form
Premises-Operations
Products/Completed Operations
Contractual Insurance covering the Hold Harmless Provision
Broad Form Property Damage
Independent Contractors
Personal injury

(2) Unless otherwise specifically required by special specifications, each policy shall have limits of not less than the following:

BODILY INJURY LIABILITY Each Occurrence	PROPERTY DAMAGE LIABILITY Each Occurrence	AGGREGATE
$1,000,000	$1,000,000	$3,000,000

C. **MOTOR VEHICLE INSURANCE** issued to the Contractor and covering public liability and property damage on the Contractor's vehicles in the amount of:

BODILY INJURY LIABILITY Each Occurrence	PROPERTY DAMAGE LIABILITY Each Accident	AGGREGATE
$1,000,000	$1,000,000	$3,000,000

A sample insurance certificate is included with these specifications. All categories and amounts of insurance required for this bid project have been checked off on the sample. These are the minimum requirements that the Contractor must supply. Failure to supply a satisfactory certificate within ten (10) days after receipt of Notice of Award may result in the cancellation of the award.

Rev. 5/23/2012

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
111 Westfall Road, Room 204
Rochester, NY 14620
Telephone: (585) 753-1245
Fax: (585) 753-6096

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.

BP#0915-12
MECHANICAL AND ELECTRICAL TERM SERVICES
ANNUAL USAGE ESTIMATES

	MECHANICAL TITLES	ESTIMATED ANNUAL HOURS
1.0	JOURNEYMAN PLUMBER	5,165
	JOURNEYMAN OVER TIME (TIME+1/2)	133
	JOURNEYMAN DOUBLE TIME	11
	JOURNEYMAN MCH	3,379
	JOURNEYMAN PLUMBER SUBTOTAL	**8,688**
2.0	FOREMAN PLUMBER	1,304
	FOREMAN OVER TIME (TIME+1/2)	56
	FOREMAN DOUBLE TIME	1
	FOREMAN MCH	2,000
	FOREMAN PLUMBER SUBTOTAL	**3,361**
3.0	PLUMBER APPRENTICE YEAR 4	152
	PLUMBER APPRENTICE YEAR 4 OVER TIME (TIME+1/2)	15
	PLUMBER APPRENTICE SUBTOTAL	**167**
4.0	**SHEETMETAL WORKER**	**432**
	ESTIMATED TOTAL ANNUAL HOURS	**12,648**
Annual estimates based on annual average hours by title for BP#0808-07 (2007-2012) and BP#0709-09 (2009-2012).		

BP#0915-12
MECHANICAL AND ELECTRICAL TERM SERVICES
ANNUAL USAGE ESTIMATES

	ELECTRICAL TITLES	ESTIMATED ANNUAL HOURS
1.0	JOURNEYMAN	9,259
	JOURNEYMAN B SHIFT	1,773
	JOURNEYMAN OVER TIME (TIME+1/2)	60
	JOURNEYMAN DOUBLE TIME	1
	JOURNEYMAN MCH	5,141
	JOURNEYMAN SUBTOTAL	**16,234**
2.0	FOREMAN	945
	FOREMAN B SHIFT	70
	FOREMAN OVER TIME (TIME+1/2)	2
	FOREMAN MCH	2,000
	FOREMAN SUBTOTAL	**3,017**
3.0	GENERAL FOREMAN	64
	GENERAL FOREMAN B SHIFT	1867
	GENERAL FOREMAN OVER TIME (TIME+1/2)	1
	GENERAL FOREMAN SUBTOTAL	**1,932**
4.0	APPRENTICE YEAR 1	21
	APPRENTICE YEAR 2	0
	APPRENTICE YEAR 3	116
	APPRENTICE YEAR 4	2
	APPRENTICE YEAR 5	30
	APPRENTICE SUBTOTAL	**169**
	ESTIMATED TOTAL ANNUAL HOURS	**21,352**
Annual estimates based on annual average hours by title 2006-2011 (BP#0514-05).		

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.