



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: 917-12

BID TITLE: LEASE/PURCHASE SEWER
CLEANER TRUCK

BUYER: Phil DiFrancesco
PHONE: (585) 753-1130

BID TIME: 11:00 AM
BID DATE: OCTOBER 16, 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
	TWO (2)	LEASE/PURCHASE: SEWER CLEANER TRUCK NET ANNUAL PAYMENT (NO TRADE-IN)		\$ _____
		NET ANNUAL PAYMENT (W/TRADE-IN)		\$ _____
		<u>County Specified Model:</u> 2013 Freightliner Model 108SD with a Vactor Model 2100 Plus or Equivalent Model Offered in Bid Price:		

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: LEASE/PURCHASE, TWO (2) 2013 SEWER CLEANER TRUCK

FOR: FLEET MAINTENANCE

DEPARTMENT CONTACT: Melvin Rose, (585) 753-7572

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.

AGREEMENT: Each bidder must submit with the bid a sample of the lease or maintenance agreements which the bidder expects the County to sign as a condition or any contract resulting from the bid. A description of the warranty services must also be submitted. The County reserves the right to reject any bid where the agreements submitted contain language or terms which are unacceptable to the County. The sample lease agreements must be deemed acceptable by Monroe County prior to the award being made.

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.

LEASING AGENT: The lease contract will be with the bidder or a third party leasing entity. The County will make payments to the bidder or a third party leasing entity. At the end of the five (5) year period there shall be a \$1.00 buy out to the County. The bidder or a third party leasing entity shall not assign the lease without prior notification and approval by Monroe County. Any warranty or maintenance agreements from the manufacturer must be assigned to the Monroe County Fleet prior to acceptance. Maintenance after the warranty period expires will be the responsibility of the Lessee, who will have any work performed by an authorized service facility.

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 a purchase award letter to the lowest responsive and responsible bidder based on the **net annual/lease payment for a five (5) year lease/purchase agreement**. **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.

**PURCHASE ORDER
ISSUANCE:**

Delivery of goods may be directed by the receipt of an **Award Letter only**. **Items that are not part of this bid will not be paid for by Monroe County.** Monroe County will not make payment until after goods are received.

As to all Award Letters issued by Monroe County, exceptions may only be authorized, in writing, by the Purchasing Manager or her authorized agent prior to delivery.

DELIVERY:

Delivery to be **F.O.B. destination as specified by Award Letter**. Delivery must be completed within **two hundredth forty (240) days** after receipt of order. A delivery in excess of **two hundredth forty (240) days** may be grounds for rejection of a bid.

**BILLING
PROCEDURE:**

ALL INVOICES MUST BE MARKED WITH THE **LEASE AGREEMENT NUMBER AND LEASE SCHEDULE NUMBER**. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.

PAYMENTS:

Five (5) equal lease payments will be made by Monroe County commencing with the delivery and acceptance of the equipment. The four (4) subsequent payments will be made during the first quarter of the calendar year beginning in the year 2014. At the end of the five (5) year lease term, Monroe County will pay a buy out price of \$1.00 and the lease agreement

will be terminated.

FUNDING OUT:

This contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the purchaser beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the contract.

AGREEMENT:

EACH BIDDER MUST SUBMIT WITH HIS BID A SAMPLE OF THE LEASE OR MAINTENANCE AGREEMENTS WHICH THE BIDDER EXPECTS THE COUNTY TO SIGN AS A CONDITION OF ANY CONTRACT RESULTING FROM THE BID. A DESCRIPTION OF THE WARRANTY SERVICES MUST ALSO BE SUBMITTED. THE COUNTY RESERVES THE RIGHT TO REJECT ANY BID WHERE THE AGREEMENTS SUBMITTED CONTAINS LANGUAGE OR TERMS WHICH ARE UNACCEPTABLE TO THE COUNTY. THE SAMPLE LEASE AGREEMENTS MUST BE DEEMED ACCEPTABLE BY MONROE COUNTY PRIOR TO THE AWARD BEING MADE.

ASSIGNMENT OF LEASE:

Seller must notify Monroe County of any change in assignment of the lease a minimum of ten (10) days prior to its taking place.

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.

GENERAL SPECIFICATIONS

LEASE/PURCHASE SEWER CLEANER TRUCK

It is the intent of Monroe County to lease/purchase two (2) sewer cleaner trucks as per the attached specifications. The unit shall be new, not used, and constructed of the proper materials so as to operate for long periods of time with minimal maintenance. The bidder shall meet or exceed the following specifications. All exceptions, deletions, or alternatives shall be noted on the bid sheet. All vehicles delivered shall have all standard equipment as classified by the manufacturer. All accessories that are not standard equipment must be approved by the Fleet Manager before submitting bid (i.e. leather seats and sunroofs will not be accepted).

The unit shall carry the full manufacturer's warranty on all parts and labor from the date the unit is placed into service. A complete set of parts, repair, and all in-depth technical service manuals shall be delivered with the unit. The unit shall be delivered ready to operate with at least 1/2 tank of fuel. Delivery shall be made to Monroe County Fleet, 145 Paul Road, Rochester, NY 14624, between the hours of 7:00 a.m. and 3:00 p.m. weekdays only, within 240 days after receipt of order.

Vehicles will be factory painted to the color described in the technical specifications. Vehicles that have components added (dump body, flatbed, etc.) will be painted to match the factory code that is on the cab and chassis. All custom paint jobs shall be cleared through the Fleet Manager before the paint process is started. Those units that do not meet the above guidelines shall not be accepted by Monroe County.

Any questions regarding the specifications may be answered by calling Melvin Rose at (585) 753-7572.

BP0917-12
LEASE/PURCHASE
SEWER CLEANER TRUCK CAB & CHASSIS SPECIFICATION

GENERAL

Two (2) new, not used, 2013 Sewer Cleaner Truck Cab & Chassis;
Freightliner Model 108SD or County approved equivalent
Truck shall be NYS inspected and ready for registration at time of delivery
Truck shall be suitable for use with the body and equipment specified
herein, including any additional required equipment.
Conventional cab, set-back front axle truck chassis.
Cab to axle, clear and usable, 192 inches
Wheelbase 260 inches
Minimum after frame 71 inches
Minimum GVWR 66,000 lbs. to be indicated on door certification

FRAME

3.7 M lbft-in. per rail double channel steel frame, 31.0 SM, 120,000 PSI,
minimum
Integral front frame extensions
Battery box, fuel tank, air reservoirs, and exhaust system shall be located
so relocation is not required for body installation
All frame fasteners shall be huck-bolt permanent fasteners
Front frame mounted tow hooks

ENGINE

Note: In compliance with the County of Monroe *Green Fleet* mandate,
vehicle must meet or exceed current EPA emission regulations without
reliance on credits or offsets to achieve certification.

Diesel engine: 350 HP @ 2000 RPM, 1000 lb/ft torque @ 1400 RPM, 8.3
liter minimum displacement.
Donaldson high capacity air cleaner
Jacobs engine brake
Fuel/water separator with primer pump and heated bowl
1200 sq. in. radiator
1000 watt block heater with plug mounted under driver's door
Electric grid air intake warmer
Antifreeze protection to -30 deg. F
Horton 2-speed Drivemaster Polarextreme fan drive

Dash fan control switch
Gates Blue Stripe hoses with constant torque clamps
Delco 12V 38MT starter
Cruise control
Electronic engine management system with warning and derate protection system
Diesel particulate filter shall be horizontally mounted under the cab – passenger side.
Exhaust pipe shall be vertically mounted at cab right-hand “B” pillar – maximum BOC protrusion of 2 inches.
Exhaust 90 degree turnout above cab height
No alteration of the exhaust system will be acceptable for body clearance
All exhaust components shall be adequately heat shielded for operator protection
Engine remote interface connector mounted in engine compartment

TRANSMISSION

Allison 3000 RDS with PTO provision
Factory installation of two (2) Muncie CS10 series PTO's
6-speed transmission programming package 172
Dash mounted key pad shift control
Transynd transmission fluid
External transmission fluid cooler
Transmission interface connector firewall mounted

DRIVELINE

Meritor 17T series with half round yokes

BRAKES

Wabco 4S/4M ABS air brake system
16.5 x 6” Meritor Q+ cam front brakes
16.5” x 7” Meritor Q+ cam rear brakes
18.7 cfm air compressor
BW AD-9 heated air dryer
Pull cables on all air reservoirs
Dust shields – all wheels
Haldex automatic slack adjusters

FRONT AXLE

20,000 lb. capacity I-beam axle

TRW THP-60 power steering with RCH45 auxiliary gearbox
4 qt. power steering reservoir
Power steering fluid cooler
20,000 lb. capacity flat-leaf front suspension
Front shock absorbers
CR Scotseal Plus XL oil seals
Synthetic front axle lube

REAR AXLE

Meritor RT-46-160P 46,000 lb. capacity tandem rear axle with lube pump
Axle ratio for 70 MPH maximum road speed
Driver controlled differential locks, both drive axles
Driver controlled interaxle differential lock
CR Scottseal Plus XL oil seals
Hendrickson RT463 rear suspension with 54" axle spacing
Steel walking beams with bronze center bushings and fore/aft control rods
Synthetic rear axle lube

CAB

106" BBC aluminum cab construction
Sheet molded compound hood construction
Tilt hood and fenders
Fender extensions to cover wide base tires
Bug screen mounted behind grill
75 inch shoulder width, inside cab
56 inch floor to roof height, inside cab
Air cab mounts
Exterior grab handles, 12" minimum, each side
Stainless steel heated west coast mirrors
8" stainless convex mirrors
Operational wing windows
Dual interior sun visors
Premium neutral color interior trim with full insulation, headliner, and door/back panel vinyl upholstery.
AM/FM radio with clock, 2 speakers
Heater, air conditioner, and defroster
Artic insulation package
5 lb. fire extinguisher and reflector kit
Bostrom 910 high back air suspension driver and passenger seats with armrests
Kevlar type cloth seat covers
Dome light and door courtesy lights with switches in each door

Document holder
Gauges: integrated speedometer/message center with data link, tachometer, hourmeter, oil pressure, coolant temp, voltmeter, fuel level
Tilt and telescopic steering column
Diagnostic interface connector SAE J1587/1708, located below dash
Single air horn mounted under cab
Dual electric horns
Halogen headlights
5 LED marker lights
63" x 14" rear window
All glass to be tinted
Electric intermittent windshield wipers
Electric windshield washer with 1-gallon reservoir
Outside cab entry handles LH and RH
12-volt auxiliary power supply on dash

ELECTRICAL

Delco 12-volt, 160 amp, 28SI alternator
Circuit breakers
Daytime running lights
Two (2) 12-volt maintenance-free Grp31 batteries, 2200 CCA
Body interface wiring with connectors available at back of cab
Preco 1040 automatic 87-112 db back-up alarm
Overhead auxiliary panel with wiring to dash and junction box behind cab for
Wired Rite controls

FUEL TANK

Left hand, 100-gallon, aluminum tank
Additional fuel port for auxiliary engine
Fuel cooler
Left hand, 6-gallon diesel exhaust fluid tank

WHEELS & TIRES

10-hole hub piloted wheels – all positions
Front tires: Two (2) Michelin XZY-3 425/65R22.5 20 ply
Rear tires: Four (4) Michelin XDE M/S 11R22.5R22.5 16 ply
Wheels: 22.5 x 12.25 steel disc, painted white front
22.5 x 8.25 steel disc, painted white rear

PAINT

Solid color urethane cab paint – Dark Blue Dupont N0615EA. Frame and chassis equipment paint to be urethane black.

WARRANTY

Base vehicle	2 years/unlimited miles
Cab Structure	5 years/unlimited miles
Cab Corrosion	5 years/unlimited miles
Frame rails & Crossmembers	5 years/unlimited miles
Engine	3 years/100,000 miles
Transmission	5 years/unlimited miles
Rear Axle	2 years/unlimited miles

MANUALS

Bidder shall supply complete operator and maintenance manuals. Bidder shall supply custom parts information for the cab chassis supplied, in the form of manuals, CD, or direct electronic connection with the chassis manufacturer. All parts information will be referenced to the chassis vehicle identification number.

**COMBINATION DUAL ENGINE SEWER CLEANER
WITH AUXILIARY ENGINE DRIVEN CENTRIFUGAL FAN
SPECIFICATIONS**

GENERAL

Two (2) new, not used, dual engine combination sewer and catch basin cleaner used for removing all debris commonly found in storm basins and leads and/or sanitary sewer lines and manhole structures using a front mounted operating station. The unit shall consist of a centrifugal compressor vacuum system, a hydraulically driven high pressure water pump, an enclosed sealed body for storage of collected debris and equipped with a self-contained water supply as the source for the water pump system. The unit shall have the capability of operating both vacuum and water system simultaneously at full operating speeds continuously. The Centrifugal Compressor system shall be powered by the auxiliary engine and have capability to vacuum while in motion. Vactor Model 2100 Plus or County approved equivalent.

SUB FRAME

The equipment shall be of modular design consisting of vacuum system, water tanks system, debris hopper and drive system.
The sub frame shall be fabricated to the exact dimensions of the truck chassis for mounting of modular components.
All components of the module shall attach to the sub frame and not directly to the chassis frame.
The sub frame shall be designed to ASME standards for maximum applied loads, chassis frame movement and even distribution of weight to the chassis and suspension.
The sub frame shall be continuous and uninterrupted from back of cab to end of frame.

DEBRIS BODY

The debris body shall be cylindrical having a minimum usable liquid capacity of 15 cubic yards.
The debris body shall be capable of high dump height of 60". Dump height of 60" must be achieved without the use of scissor lift mechanism.

State Dump Height: _____

The debris storage body shall be constructed with a minimum 3/16" corrosion and abrasion resistant Ex-Ten steel. (Corten is not acceptable)

The debris storage body shall have a minimum yield point of 50,000 PSI and a minimum tensile strength of 70,000 PSI.

Dump body up light.

The debris body shall have a rear door that is hinged at the top and is equipped with a replaceable neoprene type seal. Door shall be adjustable for periodic compensation of door seal wear.

Dual outward mounted rear door props shall be included as standard to prevent operator from entering door swing path when engaging rear door prop. (Provide Diagram)

For optimal particulate separation, vacuum shall be drawn from separate ports in the top rear of the debris body.

Body shall be dumped by raising the body to a 50 degree angle utilizing a single, forward mounted, double acting, hydraulic dump cylinder.

Dump controls, accessory controls, e-stop control shall be provided at a central curb side location directly behind the cab.

For stability and safety, dumping shall be accomplished while the pivot point of the hopper remains fixed to the subframe.

The rear debris body door shall be flat, and shall open and close hydraulically by cylinders mounted at the top of the body. Door shall open 50 degrees from the fully closed position. Door shall be unlocked, opened, closed, and locked by a failsafe hydraulically activated sequential positive locking system, cam operated by a single hydraulic cylinder, with all controls located behind truck cab, forward of the debris body, so operator is not subject to debris when dumping. The rear door shall be hydraulic latched via a minimum of (four) 4 latches. Hydraulic latches must be designed to fail to the locked position in the event of a hydraulic failure. Units shall not require any manual latches as these are considered unsafe and will not be accepted.

Debris body shall have a body flush out system with eight (8) jet tungsten-carbide tipped nozzles mounted on a manifold located in the front wall of the debris body to aid in the flushing of heavy debris from the storage body. Control valve shall be on the curb side of the unit.

Body shall have a float type automatic shut-off system protecting the fan system with two (2) 10" stainless steel shut-off balls located in the rear of debris body.

Each float ball housing shall be within a non-corrosive slide-out screen assembly and be accessed without the use of tools.

The debris body shall be equipped with a 6" rear door drain to drain off excess liquids while retaining solids and shall include a manually operated 6" knife valve with cam-lock coupler and 10' of lay flat hose having camlock quick connects.

Drain shall be located at the 3:00 o'clock position on rear door.

A gravity drain system with 2-1/2" PVC pipe shall be provided from the hopper to the front bumper, with 2-1/2" x 25' drain hose and shutoff valve.

Two (2) dual vertical (cyclone) centrifugal separators shall be installed in line between the debris body and the air mover, two (2) per side for each debris body discharge port. Each dual separator shall include large fallout chamber cleanout door.

For safety, a minimum of five (5) vacuum tubes shall be stored on curbside storage racks to minimize operator exposure to traffic side of unit.

A curb-side folding 3-pipe rack shall be provided, constructed of steel tubing, spring assisted. Shall include quick release spring loaded retainer handles (no bungees or clamps).

A street-side folding 3-pipe rack shall be provided, constructed of steel tubing, spring assisted. Shall include quick release spring loaded retainer handles (no bungees or clamps).

Two (2) pipe storage racks curbside waist level and two (2) on rear door with quick releases.

A lubrication manifold system shall be provided to allow ground level greasing of boom lift and swing cylinders, float level indicator, top rear door hinges and debris body hoist cylinder pins.

A 10" valve with 3" vent to atmosphere, electrically activated, air operated valve debris body vacuum relief system shall be located in the inlet of the vacuum system to allow the venting of the tank and relieve vacuum at the debris intake hose.

A debris inlet deflector distributing load evenly in debris body shall be included.

A splash shield shall be mounted around the outer circumference of the rear door to direct liquid and debris away from the chassis. The shield shall be constructed of Ex-ten steel and be bolted to the outside diameter on the rear flange of the debris body, and located from the 3 o'clock to 9 o'clock position.

WATER TANKS

The water tanks shall be manufactured from a non-corrosive Aluminum to prevent rust yet still provide for maximum strength, and have a certified-metered usable capacity of 1,500 gallons.

The water tank material shall require no internal coating and shall be repairable if patching is required.

The water tanks shall be easily removed from the subframe to provide complete access to the truck chassis for maintenance purposes.

The water tanks shall be adequately vented and connected to provide complete filling.

The water tanks shall be totally separate from the debris tanks and provide no structural support.

The water tanks shall share no common walls with the debris tanks to prevent corrosion.

The water tanks shall come equipped with an anti-siphon device and 25' of hydrant fill hose and fittings.

The water tanks shall carry a 10 year warranty against corrosion or cracking.

The water tank shall be located for the lowest possible center of gravity while providing 100% gravity flooded intakes to water pump.

Fresh water shall enter the tanks through an in line 6" air gap, all aluminum covered anti-siphon device.

Water level sight tubes of non-yellowing plastic shall be installed on both sides of body.

The sides of the water tanks shall not extend more than 48" out from the centerline of the truck chassis.

A fresh water drain system shall be provided to completely drain the fresh water system from one location utilizing a 3" drain port and plug.

A minimum 6" and 4" connection between tanks shall be provided.

For stability safety, the water tanks shall not elevate with debris body during dump cycle.

A low water alarm with light at the operator station shall alert operator when water storage has 150 gallons remaining.

A hydraulic oil high temperature light and alarm shall be provided.

A continuous water fill system shall be provided at the water tank inlet including an air operated valve which opens when the water level in the tanks is low.

2" Y-Strainer With 25' Fill Hose shall be provided.

A 3" in-line "Y" trap Monel stainless steel strainer shall be located between the water cells and water pump.

A 3" Gate Valve shall be provided at water pump.

Water tanks shall be capable of utilizing complete capacity of 1500 gallons via suction sump below at lowest point of tanks. Weight distribution charts shall be provided including front and rear (tandem) axle with full and depleted water tank scenarios.

Water tanks shall be constructed of 1/8" aluminum with baffled compartments maximum 150 gallons each.

Liquid float level indicator shall be provided.

VACUUM/VACUUM DRIVE SYSTEM

Vacuum shall be provided by compressing air within a two-stage 38" diameter tapered aluminum centrifugal compressor or 3 centrifugal compressors with a minimum 27" diameter.

State centrifugal compressor offered: _____

Compressor fans shall be driven from auxiliary engine on unit.

Each centrifugal compressor fan shall be constructed of non-corrosive aluminum material and have hardened 1/4" chrome blades.

Centrifugal compressor shall be warranted against corrosion for five years.

The outer housing shall be constructed of 1/4" spun steel.

Compressor housing shall be equipped with a drain not exceeding 2" diameter.

Complete compressor and housing assembly shall be warranted against materials and workmanship for five years.

Compressor and housing assembly shall include a water flush out system to allow operator to remove debris from compressor housing. Control valve for flush out system shall be located on curb side of machine.

Fan shall be powered by a 6-cylinder turbo charged 414 cu. in., minimum 185 Hp @ 2400 rpm diesel engine (John Deere Model 6068-TF or equal) diesel engine.

Auxiliary engine gauge package including voltmeter, water temperature, oil pressure, tachometer, hourmeter with ignition on/off and throttle controls at front operator station.

A fluid coupler drive system shall be provided including vacuum relief and controls at operator station.

Step-up transmission shall be gear-type having a ratio of 2.036 To 1.

Manometer testing to be completed with 8,7,6,5,4,3,2 restrictions. DBA measurements must be taken and recorded at the same time. Mandatory requirement. Please provide estimated H₂O results and dBA ratings with your bid.

8" Restriction: _____

7" Restriction: _____

6" Restriction: _____

5" Restriction: _____

4" Restriction: _____

3" Restriction: _____

2 Restriction _____

Auxiliary engine shall be fully enclosed with engine shroud, and mounted on heavy duty roller system to slide horizontally to expose complete engine for service.

VACUUM BOOM SYSTEM

Vacuum hose shall be designed for front operation with hose mounted and stored at front mounted work station. Front mounted location is required for ease of positioning vacuum hose as well as minimizing need for operator to swing hose into traffic.

All connections between debris body and vacuum system shall be of the self-adjusting pressure fitting type.

Vacuum hose shall remain stationary and not rise with debris body.

Upper debris tube shall consist of an anchored steel tube and elbow.

A sub-frame mounted cab guard shall be mounted behind cab with boom rest cradle.

All vacuum pipes shall be connected to vacuum pick up tube and extension pipes by adjustable over-center quick clamps to join the aluminum flanges on pipes.

One (1) quick clamp for each pipe supplied shall be provided.

Boom pedestal shall be directly mounted to module subframe.

Boom support used for travel mode shall not interfere with access or require removal to tilt hood forward.

A control station shall be equipped with control switches for all directions as well as a safety emergency shutdown button, which shall automatically eliminate power to boom.

The vacuum boom shall have a heavy-duty flexible hose assembly joining the transition pipe to the debris body, and a 70-degree elbow and 5-1/2" heavy duty hose at the suction end of the boom.

Boom shall rotate 180 degrees and shall be operated by an electric over hydraulic system. Lift and swing movements shall be actuated by hydraulic cylinders.

Horizontal box beam boom and vacuum tube shall be fixed length from transition to steel elbow.

The horizontal inner steel vacuum tube and inner box beam boom section shall telescope (tube within tube, box beam within box beam) and retract a minimum of 8' without affecting the vertical position of the pick-up tubes, and shall be located at the front work station in its retracted position, providing 277" minimum reach off the longitudinal axis of unit.

Boom shall be fully controlled by a remote push button pendant control station with 35 ft. cable. Controls to include up / down, left / right, in / out boom functions, vacuum relief, e-stop and main power switch.

Boom and hose shall be remotely controlled by the following 3 means:

- 1) An electric hydraulic system operated on an extension cable with pendant from the operator station.
- 2) Front reel mounted electronic joystick.
- 3) Wireless remote control.

A removable 4" diameter storage "Post" to stabilize the lower boom hose during transport. Storage device shall not interfere with raising hood.

A cordless remote boom control system equipped to activate boom functions, throttle, water pump on/off, hose reel in/out, hose reel speed, vacuum relief on/off and emergency disengagement e-stop shall be provided.

A detailed engineering drawing shall be supplied showing the relationship of the hose reel in relation with the vacuum boom range of motion. Drawing shall show module mounted on chassis, full arc of vacuum hose both retracted and extended, full rotation of arc for hose reel in the extended position and dimension all arc lengths of vacuum boom retracted and extended. **Drawing shall highlight intersection areas whereby combination cleaning is possible (within full arc on telescoping boom system).**

WATER PUMP AND DRIVE

For most efficient use of horsepower and reduced fuel consumption, the high pressure rodder pump shall be hydraulically driven via (1) load sensing utility pump, (1) variable displacement pump and (1) fixed displacement pump

Hydraulic powered rodder pump via twin variable displacement hydraulic pumps and (1) fixed displacement utilizing (2) 10-bolt PTO's.

High pressure water pump shall be rated capable of continuous delivery of 100 GPM at 2500 PSI (submit manufacturer support documentation).

High-pressure water (rodder) pump system shall allow front-mounted controls for operation of three modes: (1) Low flow range 0-22 gpm; (2) medium-flow range, 22-60 gpm / 2500 psi; and (3) High-flow range: 60 up to 80 gpm / 2500 psi.

In addition to the independent pump control capability, the unit shall include multi-flow control which further allows the operator to vary the water flow within each of the above pump flow parameters while still maintaining maximum pressure to achieve efficient and safe cleaning in all conditions. This shall be done hydraulically to avoid mechanically bypassing water over relief valves or through ball valves which represent a large safety hazard, builds heat, and prematurely wears components.

Unit shall include a heat exchanger to cool hydraulic oil.

For optimum safety digital flow meter must be displayed in front LCD display.

Flow meter shall be capable of displaying system flow in all pump and pressures operating modes as well as chassis and auxiliary engine RPM's. In addition, a low water alarm shall be provided.

Variable flow systems routing water back-to-tank are not considered equal due to additional wear, horsepower and fuel consumption. Any deviation from this drive requirement should have full explanation of horsepower consumption.

Water (rodder) pump shall include smooth and pulsation operation mode feature.

When required to assist nozzle breaking through obstructions, water pump "pulsation mode" shall provide a forward-acting nozzle surge. Pulsation surge wave shall allow nozzle to punch forward 2" to 18" depending on flow dynamics and length of hose in sewer pipe.

Water pump location shall provide a flooded gravity suction inlet to eliminate potential cavitation damage.

The water pump shall provide precise 0-80 GPM controlled flow at the nozzle with variable pressure up to 2500 PSI at the nozzle.

An extreme cold weather recirculation system - minimum 25 GPM via transmission PTO at chassis engine idle speed.

A hydro-pneumatic nitrogen charged accumulator system shall be provided with all control valves, piping and hoses for either continuous flow or jackhammer rodding.

Accumulator shall be a 2.5 gallon capacity and 1400 to 2500 PSI pressure rating.

Two (2) 1/2" high pressure ball valves shall be provided for draining the water pump and flushing sediment from the bottom of the pump.

A nozzle rack accommodating three (3) nozzles shall be provided in curbside toolbox. The nozzles shall be labeled on storage rack for pipe size/flow and application.

System shall be relieved to protect operator.

An additional 1" water relief valve shall be provided.

A mid-ship quick disconnect handgun coupler shall be provided.

Hydro-Excavation Package with Retractable Reel with 50' x 3/8" Hose, Hydroexcavation Handgun and Plumbing. Water system shall allow precise variable flow control range of 0-22 GPM at 2500 PSI with digital flow meter in clear view of adjustment control.

Hydro excavation handgun shall be provided with four (4) extensions totaling 16' in length.

Hydro excavation handgun shall come with three (3) separate nozzles for different excavation applications. All nozzles shall be quick connect type.

Hydro excavation system and reel shall be separate from the wash down system and reel, and have each reel and system clearly labeled stating system.

Water pump must come with a minimum 3 year warranty

FRONT MOUNTED HOSE REEL

Hose reel assembly shall be direct frame mounted.

Hose reel assembly shall be mounted on an independent frame that can be removed from brackets attached permanently to front of main truck frame members.

Reel shall be manufactured out of 1/4" spun steel for added structural strength and shall require no internal or external reinforcements that could damage rodder hose.

Hose reel shall be driven by adjustable gear reduction chain and sprocket assembly.

Hose reel shall operate at full rotational speed while chassis engine is at idle.

Hydraulic Telescoping Rotating Hose Reel - 800' capacity shall be provided.

The front hose reel shall hydraulically telescope a minimum of 15".

The hose reel shall articulate / rotate a minimum of 270 degrees on its own axis to provide easy access over manholes located on roadways and boulevards. The hose reel must at all times and in any rotated position stay within the confines of the vehicles headlights so as operator is never exposed to oncoming traffic. Reel coverage diagram shall be submitted with bid.

Reel design shall not require any external stabilizers when in telescoped or articulated positions as a stabilizer creates a foot pinch point and trip hazard

Hose reel shall include a dual locking device to positively lock reel in any position across operating range.

The hose reel shall rotate about the reel assembly centerline so the reel shall never extend beyond the truck width. Reel coverage diagram shall be submitted with bid.

Controls shall be provided on both sides of the hose reel, allowing operator to work at either side of unit for safety purposes.

600 Ft. x 1 In. Piranha Sewer Hose / 2500 Psi shall be provided.

A hose footage counter shall be supplied to indicate the amount of hose travel within pipe.

Nozzle rack storage for three (3) nozzles shall be provided in curbside toolbox.

Front hose reel shall include an electronic display that displays water pump flow and pressures as well as chassis and auxiliary engine RPM's

For maximum operator safety, water pump on/off control shall be electrical and located at the front hose reel.

WASHDOWN EQUIPMENT

A spring retractable storage reel for handgun hose shall be provided to allow the operator to deliver water to area served by pick up hose and to the inside of the debris body for clean out. Reel shall be mounted midship on curbside, equipped with 1/2" x 50' 2000 psi hose. An additional 35' of 1/2" hose with quick disconnect couplers shall be supplied loose.

A handgun with 1/2" x 35' hose shall be provided at mid-ship to which allow the operator to deliver water to area served by pick up hose and to the inside of the debris body for clean out.

A hand sprayer with adjustable spray-pattern shall be provided with trigger-style gun.

FRONT OPERATING STATION AND CONTROLS

Primary operator station shall be located at front of truck on right curb side of hose reel.

All front operator controls shall be accessible while operating either front and rear side of reel assembly. All operations to either side of unit shall position operator in front of vehicle affording protection from oncoming traffic.

Station shall include truck engine throttle, water pump (on/off), water pump mode, water pump flow meter, hose reel control valve (forward / reverse), adjustable hose reel speed control, oil dampened water pressure gauge, boom controls, digital water pump flow meter, and low water warning light.

Tachometer and hour meter for chassis engine provided at front control station shall be provided.

Tachometer and hour meter for auxiliary engine provided at front control station shall be provided.

All Hydraulic Functions - Color Coded, Sealed Electric/Hydraulic Nema 4 switches shall be provided.

Fan Engagement/Vacuum Relief - Sealed Electric/Air Nema 4 Switch shall be provided.

ELECTRICAL & SAFETY LIGHTING

The entire system shall be vapor sealed to eliminate moisture damage, must be "Nema-4" type or equal.

Vansco Electronic Package: Chassis Tachometer, Auxiliary Engine Tachometer, Operating Mode, PTO Mode, Hydraulic Oil Temperature shutdown, and E-Stop shall be included. E-Stop activation must turn off rodder pump, shutdown PTO A & B, set chassis throttle to idle, & open vacuum relief. E-stop must be located at each operator interface, including front/rear hose reel controls, pendant control, & dump control location. Basic machine functions and both chassis and module diagnostics shall be provided.

Intelli-view electronic system to be provided with plug and play capabilities for cab storage.

All electrical connections shall be void of exposed wires or terminals nor should they be painted. Paint process shall be completed prior to installation of wiring.

All wiring shall be color-coded, heat stamped identified and encased in conduit to scaled terminal boxes with circuit breakers.

All light bulbs shall be shock mounted to eliminate bulb failure.

One-piece directional 8-LED light arrow stick (Signal Master or equal) shall be mounted on rear door of debris body, with controls mounted in cab.

A pistol grip hand light with bumper plug and 25' coiled cord shall be provided.

One (1) Operator station work light shall be provided.

Two (2) L.E.D. Boom worklights shall be provided.

FS DOT 3 - 6 Light System -Federal Signal Mirror Mount Strobes, 2 Mid-Ship, 2 Rear Mounted Oval Led Quad Flash Strobes shall be provided. Mirror mounted strobes shall be Escape model ME40L-A or equal, and be 9" wide, 10" long, and 4.5" high. No exceptions will be accepted for the mirror mount strobes.

Led Lights, Clearance, Back-Up, Stop, Tail & Turn shall be provided.

SAFETY EQUIPMENT

E-stop shall be located at each operator interface location. Standard locations to include: front hose reel, mid-ship curbside dump controls, & wireless controller (if equipped.)

Electrical system controls shall be configured to allow for single point operation only. Upon engagement of controls at specified locations, additional controls shall be disabled.

Electrical system shall enable self-check to ensure all switches are in home position prior to critical function enablement. System shall "lock out" controls when switch is not in home position.

One (1) Emergency Flare Kit

One (1) 5# Fire Extinguisher

SEWER TOOLS AND ACCESSORIES

One (1) 30° Sand Nozzle
One (1) 30° Sanitary Nozzle
One (1) 15° Penetrator Nozzle
One (1) 1" Small finned nozzle pipe skid

VACUUM TOOLS AND ACCESSORIES

The basic vacuum tube package shall include the following:

One (1) 8" x 3' aluminum pipe
Two (2) 8" x 5' aluminum pipe
One (1) 8" x 6'6" catch basin tube
Four (4) 8" quick clamps

CHASSIS EQUIPMENT AND STORAGE

Two (2) front tow hooks shall be provided.
Two (2) rear tow hooks shall be provided.

SOUND LEVEL

State DBA rating for the following: Ratings taken at front operator station.

60 gpm @ 2,500 psi _____ Engine RPM _____, 80 gpm @ 2,500psi _____
Engine rpm _____

WARRANTY

The water tanks shall carry a 10 year warranty against corrosion or cracking.

The debris body shall carry a 5 year warranty against leakage.

The fan and fan housing shall carry a 5 year warranty against rust though.

The auxiliary engine shall carry a 5 year warranty.

The entire unit shall carry a one year warranty.

Water pump shall carry a 3 year warranty.

Please provide statement of warranty with your bid

Unit shall be free from manufacturing defects, imperfections and/or design deficiencies that may affect their operation, appearance or serviceability. In all particulars not covered by this specification and/or quotation documents, production shall be in accordance with good commercial practice. Materials not defined here shall be of the best commercial quality and suitable for the purpose intended.

ADDITIONAL MANDATORY REQUIREMENTS

The body manufacturer shall ISO 9001:2001 and ISO 14001:2004 certified. Documentation shall be provided.

The bidder shall maintain a full service facility within New York State with a full complement of replacement parts staffed by Factory Trained Licensed mechanics. Please state value of in stock replacement parts at the New York State based service facilities.

NOTE: POSSIBLE TRADE-IN OPTION:

Fleet may decide not to use the trade-in based on the price given and lease/purchase the new sewer cleaner truck without a trade.

Vehicle #1

2009 Mack MR Vactor

VIN 1M2AV04C89M003403

Miles – 35,238

Hours – 4,662

Vehicle #2

2009 Mack MR Vactor

VIN 1M2AV04C69M003402

Miles – 33,033

Hours – 4,424

LATE DELIVERIES

It is expressly understood and agreed that as a result of the danger inherent to the public and because of the monetary losses which will be sustained by Monroe County as a result of failure to deliver the equipment described in the contract on time, that time is of the essence in the performance of this contract. It is agreed that damages resulting from late delivery can neither be accurately anticipated nor calculated.

In the event of failure of the contractor to deliver the equipment to the County Fleet in accordance with the schedule set forth in this section entitled "Delivery", the contractor shall be liable to the County as liquidated damages the amount of one hundred (100) dollars for each calendar day the equipment is delivered late. The County shall grant extensions of the contract time of completion for any delays resulting from causes beyond the contractor's control, which are not to be considered normal hazards of the contract. These are listed below:

- A. Acts of the Federal Government, including controls or restrictions upon the use of obtaining materials equipment, tools, or labor essentials to completion of the work, by reason of war, national defense or any other national emergency.
- B. Acts of Monroe County, including but not limited to changes in the method of the scope of work covered by the contract, upon order of Monroe County.
- C. Causes not reasonably foreseeable by the parties to this contract at the time of execution of this contract, which are beyond the control of and through no fault or negligence of the contractor. This shall include, but not be restricted to: acts of God or the public enemy, freight embargoes, court actions, fires, floods, epidemics, quarantines and strikes, weather of unusual severity; such as hurricanes, tornadoes and cyclones, and weather of unusual severity for the season which directly affect or prohibit the work under this contract. This shall not include delivery delays by the supplier.

The contractor must notify Monroe County in writing within ten (10) days, the beginning of such delay and detailing the causes of the delay. Upon receipt of such notification, Monroe County shall ascertain the facts and cause and extent of the delay. If in the opinion of Monroe County, the delay is properly excusable based on the facts and terms of the contract, Monroe County shall extend the time for completing delivery for a period of time commensurate with the period of excusable delay.

It is further agreed, that the foregoing occurrences shall not result in any claim for damages or contract adjustment other than the extension of time.

**BP#0917-12
LEASE/PURCHASE OF SEWER CLEANER TRUCK
PRICING SHEET - 1**

VEHICLE PRICE: SEWER CLEANER TRUCK CAB & CHASSIS: FREIGHTLINER MODEL 108SD AND DUAL ENGINE COMBINATION SEWER & CATCH BASIN CLEANER VACTOR MODEL 2100 OR MONROE COUNTY APPROVED EQUIVALENT

Vehicle #1

\$ _____ (Purchase)

Vehicle #2

\$ _____ (Purchase)

FINAL VEHICLE PRICE:

Vehicle #1

\$ _____ (Lease)

Vehicle #2

\$ _____ (Lease)

TOTAL NET ANNUAL LEASE PAYMENT FOR BOTH VEHICLES

\$ _____

INTEREST RATE: _____ %

DELIVERY DATE _____

COMPANY

SIGNATURE

TITLE

DATE

BP#0917-12
LEASE/PURCHASE OF SEWER CLEANER TRUCK
PRICING SHEET - 2

VEHICLE PRICE: SEWER CLEANER TRUCK CAB & CHASSIS: FREIGHTLINER MODEL 108SD AND DUAL ENGINE COMBINATION SEWER & CATCH BASIN CLEANER VACTOR MODEL 2100 OR MONROE COUNTY APPROVED EQUIVALENT

Vehicle #1

\$ _____ (Purchase)

Vehicle #2

\$ _____ (Purchase)

MINUS TRADE-IN:

Vehicle may be viewed by contacting Melvin Rose at Fleet Maintenance, 585-753-7572.

Vehicle #1

- \$ _____

Vehicle #2

- \$ _____

FINAL VEHICLE PRICE:

Vehicle #1

\$ _____ (Lease)

Vehicle #2

\$ _____ (Lease)

TOTAL NET ANNUAL LEASE PAYMENT FOR BOTH VEHICLES

\$ _____

INTEREST RATE: _____ %

DELIVERY DATE

COMPANY

SIGNATURE

TITLE

DATE

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.