

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: 2014 County Tax Bills/Receipts/Production/Mailing

FOR: Mouny County Treasury

DEPARTMENT CONTACT: Kevin Tubiolo, (585) 753-1168

DUPLICATE COPIES: **PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.**

BID INFORMATION: At the time of bid, the bidder shall supply detailed specifications covering the item(s) contained herein and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.

SUBMITTAL OF FORMAL PROPOSAL: Bid proposal must be legible and submitted in the original form, bearing an original signature. **EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.**

All bidders must submit proof that they have obtained the required **Workers' Compensation and disability benefits** coverage or proof that they are exempt.

SPECIFICATION ALTERATIONS: Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. **Only formal written addenda can materially alter this set of specifications.** No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.

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

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 the bid to the lowest responsive and responsible bidder, based on the **TOTAL. Bidder must bid on all items in order to be considered.** **The County reserves the right to reject any and all bids** if the Purchasing Manager deems said action to be in the best interest of the County.

CONTRACT TERM: Contract will start with the date of the contract award and run through **August 31, 2014**, with the option to renew the contract up to four (4) additional twelve (12) month periods with the mutual consent of both parties.

PRICE CHANGES:

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

DELIVERY:

All deliveries to be F.O.B. Monroe County to agency as specified by a Purchase Order. Delivery costs must be built into the unit prices bid. The County reserves the right to terminate the contract in the event the specified delivery time is not met.

**PURCHASE ORDER
ISSUANCE:**

Delivery of services may be directed by the receipt of a Purchase Order only. **Items that are not part of this bid will not be paid for by Monroe County.** As to all purchase orders issued by Monroe County, exceptions may only be authorized, in writing, by the Purchasing Manager or her authorized agent prior to delivery.

**BILLING
PROCEDURE:**

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

**UNCONTEMPLATED
PURCHASES:**

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

SUBCONTRACT:

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

RELATED ITEMS:

The County reserves the right to add miscellaneous related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or her Designee.

**REPORT OF
PURCHASE:**

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

OTHER AGENCIES:

The Contractor(s) **must** honor the prices, terms and conditions of this contract with political subdivisions or districts located in whole or in part within Monroe County. In addition, the contractor **may**, but is not required to, extend the prices, terms and conditions of this contract to any political subdivision or district. Usage of this contract by any of these other political subdivisions or districts will have to be coordinated between that subdivision or district and the contractor. Orders placed against this contract between any subdivision or district will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

INDEMNIFICATION:

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

2014 COUNTY TAX BILL PRODUCTION
for Suburban Towns and City Accounts
and School Receipt Production
VENDOR PRINT/MAIL PROCESSING INSTRUCTIONS

Purpose

I. County Tax Bills - Print County tax bills for 21 municipalities: 20 suburban towns and the city, redesign and program tax bill form, print tax bill forms, print envelopes, prepare tax bills for mailing and distribution, deliver completed bills to the appropriate municipality, prepare presort mailing for city accounts and deliver to the post office.

Total number of accounts for city and towns: 263,000

II. County Tax Receipts - Program, print, prepare for mailing and sort tax receipts by town, for the Town/County combined tax bill. Estimated quantity 60,000.

III. School Tax Receipts - Program, print, prepare for mailing and sort receipts by town, for the school tax bills. Estimated at 25,000.

NYS RPS (New York State Real Property System) Programming: Successful vendor should be familiar with and able to efficiently work with NYS RPS programs which are the programs used to create the print file for the tax bills.

Items to be bid

- Design and program tax bill form
- Review form format
- Test form to ensure proper placement & alignment of data
- Print tax bill forms
- Print envelopes
- Print variable information on tax bill form
- Fold and insert tax bills and inserts, if inserts are provided
- Deliver suburban town bills directly to the towns
- Deliver city bills that are not in envelopes to County Treasury
- Prepare city bills for first class presort mailing and deliver to post office at 1335 Jefferson Rd. by Dec 31st.

Paper and Envelope Specs: See attached separate paper specification and envelope order. Return addresses for envelopes may be changed. Before envelopes are printed, vendor must provide final proof for review.

Please note the paper order will include an overage of 10% so there is a "cushion" in case we need extra bills. Approximately 230,000.

The forms and envelopes must be available before the approximate start date for producing the bills on Dec 10. The target date for the last file to be sent to the vendor is December 23. Problems with the files because of rate or assessment problems could affect when the files are sent. So, the production time could extend to later in the month. The files will be sent via FTP (file transfer protocol) and not all will be sent at the same time.

1. Design and Program the tax bill form - The vendor will design and program the tax bill form based on the sample form. Test files will be provided upon request.
2. In regard to the tax bill form, the middle of the form will have the actual tax levy detail. The levy detail varies for each account. The "white" area under the "Levy Description" has to be 12 lines to accommodate the "County Budget" breakdown. The vendor will be responsible for printing underlines and minus signs within the levy portion of the tax bill for subtotals where required. The shaded area on the bill must be at least 22 lines to accommodate the "County Services", "Town Budget", special districts, etc. It is essential to have at least 22 lines in this section to minimize two-page tax bills. Based on last year's file, there were only 20 two page tax bills. Two page tax bills have to be manually folded and inserted into envelopes so they have to be kept to a minimum. In addition, the form order is based on the estimate that there will be approximately 20 two page tax bills.
3. The County will generate fixed length data files, similar to the NYS RPS file. The files will contain RPS 160 fields that are required on the bill, in addition to the information obtained from control cards for each municipality processed. The files will be in a sort sequence order specified at the run time.
4. The vendor needs to place the fields in their proper place on the bill. The County will provide a record layout describing field references - size, format, etc. Though most of the data is already formatted for printing, some data, i.e. exemption amounts, would need to be formatted prior to printing. The vendor will also be responsible for printing underlines and minus signs within the levy portion of the tax bill for subtotals where required.

5. Testing and final form - Vendor must provide a final tax bill form and testing to ensure proper placement and alignment on the form.
6. Once in production mode, there will be bank, non-bank and optional multi-page bill files for each municipality processed. However, not all municipalities will have multi-page bill files. Files will be sent to the vendor via file transfer protocol. A sample print prior to printing will be requested by Treasury before approving final printing.
7. Vendor will provide 8 1/2" x 14" County tax bill forms and #10 window envelopes, **Merlin compatible**, printed and available.
8. There are a minimum of two files for each municipality: one for "regular" bills that are folded and inserted into envelopes and one for "bank" bills which are printed but remain unfolded. However, there can be a third file for "multiple page" bills. Multiple page bills remain unfolded and are not inserted into envelopes. Approximately 150,000 bills are folded and inserted into envelopes. Approximately 113,000 bills are not inserted in envelopes and remain flat.
9. The County will transmit a form to the vendor for each municipality that will show the municipality name, count for number of items on the files and the return address for the envelope to be used for the each municipality's tax bills. With this information, the vendor can verify that they have the correct number of records and that the tax bills are inserted in the proper envelope for the municipality. If there is an insert to be included with the municipality's tax bills, the County will indicate that on the form. It will be the responsibility of the municipality to provide the insert to the vendor or if the vendor agrees, the municipality can deliver the forms to the County and the vendor will pick them up from the County.
10. County will provide vendor with a list of bank codes for each municipality to exclude from print.
11. For each municipality, the vendor will transmit or put the test bills on a file transfer protocol site so the County can retrieve, print and review the test bills for accuracy.
12. If the test bills are correct, the County will transmit a form to approve printing the bills.

Printing

1. The vendor will print the regular, bank and multiple page bills. The vendor will re-print a bill or bills if requested.
2. There are a minimum of two files for each municipality: one for regular bills that are folded and inserted into envelopes and one for bank bills which are printed but remain unfolded. However, there can be a third file for multiple page bills. Multiple page bills remain flat and are not inserted into envelopes.

Folding and Inserting

Regular Bills (bills that are inserted into envelopes)

1. The vendor will fold and insert the regular tax bills into #10 window envelopes, Merlin compatible, for the appropriate municipality and seal the envelopes. The vendor will also include an insert if provided by the municipality. There will be a separate set of envelopes for each municipality. The vendor must match the envelopes with the appropriate municipality.
2. **Note: There can be up to six lines in the mailing window so the vendor has to ensure that the addresses are lined up properly in the window.** The tax account number must be visible in the window. For alignment in the envelope, the County can provide a sample-folded tax bill to the vendor.
3. After inserting the bills into the envelopes, the vendor will put the bills into boxes or covered mail trays and keep the bills in the order printed.
4. The vendor must clearly label the boxes indicating what is in the boxes (mail or bank bills), the municipality name and number the boxes in ascending order. In addition, items placed within the boxes should be clearly labeled, kept in sequential order and numbered, if necessary.

Banks

1. The vendor leaves the bank bills unfolded in boxes. The vendor must clearly label the bank bill boxes indicating what is in the boxes, municipality name and number the boxes in ascending order. This will ensure that when the municipality receives the boxes, they will know what is in them in what order they should be opened.

Multiple Page Bills

1. The vendor will leave the multiple page bills flat. The vendor will clearly label the boxes as indicated in the previous sections for bank bills. There will be very few of these.

Return of tax bills to Municipality

Towns

1. The vendor will deliver the tax bills directly to the appropriate municipality. The delivery addresses are provided with this document.
2. Tax bills should be delivered within 3 days of approval to print from the County but no later than December 27.
3. Vendor will provide a separate count of number of tax bills for the regulars, bank and multiple page bills for each municipality and the number of mail trays/boxes included with each delivery.

City

1. For the city accounts, the vendor will deliver the "bank" and "multiple page" bills to the County by December 30. The vendor will provide the count and number of items included with the delivery.
2. The bills that are inserted into envelopes will be prepared by the vendor for "First Class Presort" mailing and delivered directly to the post office on December 31. The envelopes will have the "First Class Presort and Permit No." pre-printed on the envelopes per the envelope specifications. **The bills have to be mailed ON DECEMBER 31.** The vendor must provide the County a copy of the mailing documents provided to the post office that will include the number of items mailed and the cost.
3. Vendor will provide a separate count of number of tax bills for the regular, bank and multiple page bills printed for city accounts.
4. The delivery address for city accounts for the bank and multiple page bills is 39 W. Main St., Room B-2, Rochester, NY 14614. The bills should be delivered no later than 1:00 p.m. This will help the County coordinate with the maintenance staff and ensure there are employees available to unload the delivery.

Tax Bills in Envelopes

It is important that the vendor clearly label the boxes of tax bills and number them to maintain the order in which they were printed. The municipalities need to be able to find individual tax bills so they can organize the bills.

Unused forms and envelopes

The vendor will store unused forms and envelopes at their site at end of process.

SECTION II - Town and County tax receipts for city and suburban town accounts for printing in March 2014

A. County Tax Receipts - Program, print, prepare for mailing and sort tax receipts by town, for the Town/County Combined tax bill. Estimated quantity 30,000.

1. This process will use raw data feeds from receipts to be imaged, provided in the files sorted by town Swis Code, a count verification from the file creation process and shipping instructions for each town.
2. The Town/County combined receipts are printed on 8 1/2" x 11" white paper - Simplex.
3. All output is to be sorted in zip code order to support optimal mailing costs.
4. Postnet barcodes are to be applied.

B. Suburban town tax account receipts, excluding the city, will be delivered to the respective towns.

C. City tax account receipts: Of the 30,000 receipts printed, approximately 26,000 are for the city accounts. For City of Rochester accounts, the vendor will fold, insert and mail the receipts, using the County postal permit and delivering them to the post office for mailing. Vendor should recommend the most cost effective process for mailing.

1. Envelopes for mailing receipts for city accounts: Vendor will provide envelopes, print the return address on the upper left portion of envelope, "Tax Receipt Enclosed" above the window and the imprint the County First Class Presort postage permit in upper right of envelope. Number of envelopes: approximately 30,000

Return address to be printed: Monroe County Treasury
39 W Main St, Room B-2
Rochester, NY 14614

County First Class pre-sort imprint: First Class Presort
U.S. Postage Paid
Rochester, NY
Permit No. 359

2014 COUNTY TAX BILL PRODUCTION
for Suburban Towns and City accounts
VENDOR PRINT/MAIL PROCESSING INSTRUCTIONS

SECTION III - School tax receipts for suburban town accounts for printing in October 2014

- A. School Tax Receipts - Program, print, prepare for mailing and sort receipts by town, for the school tax bills. Estimated at 30,000.
1. This process will use raw data feeds from receipts to be imaged, provided in the files sorted by town Swis Code, a count verification from the file creation process and shipping instructions for each town.
 2. The Town/County combined receipts are printed on 8 1/2" x 11" white paper - Simplex.
 3. All output is to be sorted in zip code order to support optimal mailing costs.
 4. Postnet barcodes are to be applied.

COUNTY TAX BILL PAPER SPECIFICATION & DATA FILE INFO

Size: 8.5" x 14" flat

Quantity: 310,000

Should be printed by: November 27, 2013

Colors: One spot color on each side, use laser compatible ink.

Front (face): PMS 356 U (100% plus tints of PMS 356)

Backer: Prints 1-over-1: PMS Cool Gray 8U or 9U (100%) or Standard Grey

Final PMS colors will specified before job goes to print.

Paper: 24# bond laser-safe

Color: white, because of ink coverage we are concerned about bleed through.

Perforations: Perforations must be FLAT, no ridges on either front or back of the tax bill. Measurements listed below are taken from the front (face) (PMS 356) side.

Vendor may need to make minor changes for proper alignment.

Two full, horizontal perforations at 10 3/4" and 12 3/8" from top edge; one partial, vertical perforation at 4 1/4" from left edge. Vendor may need to make minor changes for proper alignment.

Note: All perforations must be compatible with laser imaging equipment.

Alignment Testing: Prior to producing order, successful bidder must provide format of form for approval and the form with variable test data so the County can review it. The vendor is responsible for printing the underlines and minus signs, within the levy portion of the bill for subtotals where required.

Printer: The form will be used by a vendor to print variable information on the tax bill using the fixed length data files (similar to RPS 160 files) provided by the County.

Other: The vendor should be able to provide additional forms within two (2) days, if, for some reason, additional forms are required. The quantity ordered includes a 15% cushion over the number of forms needed for this job.

Required Approvals: Vendor must provide printed proof for County and test data for County approval before vendor runs job. If vendor does not provide satisfactory product, vendor will rerun job within one week of notification from Treasury of the unsatisfactory product.

Contact: Kevin Tubiolo, County Treasury, Room B-2, Rochester, NY 14614
Phone: 585-753-1168; Fax: 753-1166; e-mail: ktubiolo@monroecounty.gov

Technical contact: Chuck Palmeri - Information Services - 585-753-1819
Sam Duritza - Information Services - 585-753-1817

Data Files for variable tax billing information to be printed on tax bill form:

The County will provide a record layout describing field references - size, format, etc. Although most of the data is already formatted for printing, some data, i.e. exemption amounts, would need to be formatted prior to printing. In addition, the vendor is responsible for printing underlines and minus signs, within the levy portion of the bill for subtotals where required.

The County will provide fixed length data files, similar to RPS 160 files. The files will contain the RPS 160 fields required on the bill, in addition to the information obtained from control cards for each municipality processed. The files will be in a sort sequence order specified at run time.

The vendor will place the fields in their proper place on the bill along with underlines and minus signs where required.

In production mode, there will be bank, non-bank and optional multi-page bill files for each municipality processed. **Note:** not all municipalities will have multi-page bill files. The files will be sent via FTP.

Vendor must provide testing for review and approval of form format and for the data that will be printed on the form.

SCHOOL VENDOR PRINT/MAIL PROCESSING INSTRUCTIONS
for Monroe County School Boards Association
2013-2014

Start-Up

1. Vendor will have 8 1/2" x 11" school tax bill forms and #10 envelopes available per orders placed by Monroe County School Board. Process to start around August 9.
2. The County will receive the rate and levy information from each school district over a three week period. It is estimated that the process (printing and delivery) will start on August 9 and be completed by August 23.
3. As the County receives the information from the school districts, the totals reports for the tax bills and rolls will be run and information verified to ensure it agrees with the levy information provided by the school districts.
4. The County sends the print files to the vendor's FTP address for regular bills and banks bills for each district and any necessary reports the vendor requires to ensure the file is accurate.
5. The County will provide the vendor a mutually agreed upon form that has the detailed information for each district for printing and distributing the tax bills. The form will include, but not be limited to: County contact information, delivery address information, envelope return address information, counts for bank bills and regular bills, requests for blank bills, requests for duplicate set of bills (which will be printed on white paper) and whether the district is including an insert with the tax bill.
6. The vendor will load the file and notify the County when the test bills are available on the vendor FTP. The County will retrieve the test bills and review for accuracy.
7. If the test bills are correct, the County will give approval that it is okay to print the bills. The bills should be printed and delivered within three days of the approval to print.
8. The County will advise vendor of any district that requests a duplicate set of tax bills printed on white paper and requests for blank bills.

Printing

1. The vendor prints the regular and bank bills. The vendor will print a duplicate set of tax bills on white paper and blank bills if requested by a district. The vendor will reprint a bill or bills if requested.
2. The regular bills are folded and inserted into envelopes for the appropriate district. They are kept in the same order as printed. There are 21 districts of varying sizes. **Note: There can be up to six (6) lines (including the tax account number) in the mailing window so the vendor has to ensure that the addresses are lined up properly in the window.** The guide to use is the tax account number. The top edge of the tax account number should be just below the top edge of the window. Upon request from the vendor, the County will provide a sample of the proper folder and may request the vendor provide a sample.
3. Regular (bills inserted into window envelopes) and bank bills will be printed on an 8 1/2" x 11" form with three perforations, with payment instructions on the back side and blank on the front side for printing the detail of the tax bill.
4. The bills that go to the banks will remain flat; the regular bills will be folded and inserted into window envelopes for the appropriate school district.
5. The duplicate tax bills will be printed on white paper and remain flat.

Folding and Inserting Regular Bills to be Mailed

1. The vendor will fold and insert the regular tax bills into #10 window envelopes and seal the envelopes. There is a separate set of envelopes for each district. The vendor must match the envelopes with the appropriate municipality.
2. After inserting the bills into the envelopes, the vendor will put the bills into covered mail trays or boxes and keep them in bill print order.

3. The vendor will clearly label the boxes as regular bills. The boxes will be labeled with the district name and sequentially numbered in ascending order. Example: The labels should read 1 of ____.

Banks

1. The vendor leaves the bank bills flat in the boxes. The vendor clearly labels the bank bill boxes with the district name and numbers the boxes in ascending order. The labels should read 1 of ____.

Duplicate Tax Bills

1. The vendor will leave the duplicate tax bills flat. The vendor will clearly label the sides of the duplicate tax bill boxes with the district name and numbers the boxes in ascending order. The labels should read 1 of ____.

Return of Tax Bills to Each School District

1. The vendor will deliver the tax bills directly to the appropriate school district or to the address the school district provides. The delivery addresses will be provided by the Monroe County School Board.
2. Tax bills should be delivered to the school districts **within three (3) days of approval to print**. The projected printing and delivery completion date is August 23. However, that date may be later if there are any problems with assessments or tax rates.
3. Vendor will use covered mail trays or boxes to package the bills. The boxes will be clearly labeled with district name and town within district and numbered sequentially so the district can easily identify the number of boxes for each district. The bank bills, regular bills (bills inserted into envelopes) and duplicate bills will be clearly labeled on the boxes.
4. Vendor will provide a separate count of number of tax bills for the regular bills and bank bills for each district and the number of mail trays and boxes included with each delivery. If possible, the vendor will further sort and box bills by municipality within the school district so the district can easily separate the bills and deliver the bills to the towns within the district.
5. The vendor will advise the County which districts will be completed on a given day. Treasury will provide this information to the districts so they have staff on hand to sort and distribute the bills to the towns within the district.
6. Vendor to store unused envelopes at site at end of process and provide inventory of envelopes on hand to Treasury.

Note: Start date for process should be around August 9. It will continue until delivery and printing is completed for all districts, which should be by August 23 but could be later. Problems with assessments, tax rates, school budgets, etc. could extend the process.

Contacts:

Monroe County Treasury, 39 W. Main St., Room B-2, Rochester, NY 14614
Kevin Tubiolo (585-753-1168)
Fax: 585-753-1166; e-mail address: ktubiolo@monroecounty.gov
or Ruth O'Boyle (753-1165)
ro'boyle@monroecounty.gov

Monroe County School Boards Association is placing this order. The contact person is:
Monroe County School Boards Association, 220 Idlewood Rd., Rochester, NY 14618
Phone: 328-1972; Fax: 328-2494; email address: jody_siegle@boces.monroe.edu

Production Reminder: The tax receivers need time to organize the tax bills for mailing. The bills will be mailed on August 30. Therefore, they need the bills in their offices by August 23.

The bills are delivered to the school districts and then distributed to the tax receivers. That can take up to an extra day. You cannot deliver tax bills to the school districts on August 29 and expect that is sufficient time for the tax receivers to get the tax bills mailed. They need the bills in their office by Thursday, August 23.

Alternatively, if the vendor has bulk mailing capacity and the districts contract with the vendor to mail the regular bills, only the bank bills as well as any blank bills and duplicates will be delivered to the districts for distribution to the Tax Receivers within the School District.

**MONROE COUNTY SCHOOL TAX
SPECIFICATIONS**

Envelope Specifications:

1. White, #10 window envelopes
2. Return address - There are 21 different return addresses, one for each district.
Suggested format for return addresses is left aligned, upper case.
3. "**SCHOOL TAX BILL ENCLOSED**" is to be printed on each envelope above the window.
4. Vendor must package each district in separate, clearly labeled cases or boxes.
5. The quantity for each district is listed on the attached form.
6. Monroe County School Boards Association representative to provide accurate return addresses for each district to the vendor. **The vendor should carefully proofread the return addresses and first class mail imprints to ensure they agree with attached list.**
7. Monroe County School Board representative to **proofread addresses for accuracy before placing final order.**
Suggested order is based on prior year number of pieces mailed less inventory on-hand, plus a 20% overrun.
8. Estimated school production of school tax bills is August 9.
9. Order will be placed by Monroe County School Boards Association.

Suggested Order:

Contacts:

Monroe County Treasury: Kevin Tubiolo, Monroe County Treasury , 39 W. Main St., Room B-2, Rochester, NY 14614;
Phone: 585-753-1168; FAX 753-1166

Monroe County School Boards Association: Jody Siegle, Monroe County School Boards Association, 220 Idlewood Rd.,
Rochester, NY 14618; Phone: 585-328-1972; Fax 328-2494

AVON CENTRAL SCHOOL DISTRICT 191 CLINTON ST AVON, NY 14414		53
BRIGHTON CENTRAL SCHOOL DISTRICT 2035 MONROE AVE. ROCHESTER, NY 14618		4,798
BROCKPORT CENTRAL SCHOOL DISTRICT 40 ALLEN ST BROCKPORT, NY 14420		4,793
CALEDONIA-MUMFORD CENTRAL SCHOOL DISTRICT 99 NORTH ST CALEDONIA, NY 14423		656
CHURCHVILLE-CHILI CENTRAL SCHOOL DISTRICT 139 FAIRBANKS RD. CHURCHVILLE, NY 14428		5,186
EAST IRONDEQUOIT CENTRAL SCHOOL DISTRICT 600 PARDEE RD ROCHESTER, NY 14609		5,891
EAST ROCHESTER UNION FREE SCHOOL DISTRICT 222 WOODBINE AVE EAST ROCHESTER, NY 14445		2,005
FAIRPORT CENTRAL SCHOOL DISTRICT 38 WEST CHURCH ST FAIRPORT, NY 14450		8,572
GATES CHILI CENTRAL SCHOOL DISTRICT 3 SPARTAN WAY ROCHESTER, NY 14624		6,476
GREECE CENTRAL SCHOOL DISTRICT P.O. BOX 300 NORTH GREECE, NY 14515		14,965
HILTON CENTRAL SCHOOL DISTRICT 225 WEST AVE HILTON, NY 14468		6,503
HONEOYE FALLS-LIMA CENTRAL SCHOOL DISTRICT 20 CHURCH ST HONEOYE FALLS, NY 14472		2,596
KENDALL CENTRAL SCHOOL DISTRICT 1932 KENDALL RD KENDALL, NY 14476		340
PENFIELD CENTRAL SCHOOL DISTRICT ADMINISTRATION BLDG. P.O. BOX 900 PENFIELD, NY 14526		6,515
PITTSFORD CENTRAL SCHOOL DISTRICT 75 BARKER RD-EAST WING PITTSFORD, NY 14534		7,981
RUSH-HENRIETTA CENTRAL SCHOOL DISTRICT 2034 LEHIGH STATION RD. HENRIETTA, NY 14467		8,918
SPENCERPORT CENTRAL SCHOOL DISTRICT 71 LYELL AVE SPENCERPORT, NY 14559-1899		5,119
VICTOR CENTRAL SCHOOL DISTRICT 953 HIGH ST. VICTOR, NY 14564		209
WEBSTER CENTRAL SCHOOL DISTRICT 119 SOUTH AVE WEBSTER, NY 14580		12,388
WEST IRONDEQUOIT CENTRAL SCHOOL DISTRICT 321 LIST AVE ROCHESTER, NY 14617		5,462

WHEATLAND-CHILI CENTRAL SCHOOL DISTRICT 13 BECKWITH AVE SCOTTSVILLE, NY 14546		1,950
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NOTE: The quantity to order is based on number of regular bills printed last year, plus a 20% overrun, rounded to the nearest 500. **Please carefully review wording for correct addresses and permits.**

Paper Specifications:

SIZE: 8 1/2" x 11" laser printer paper
COLOR: White
WEIGHT: 24 lb.
INK: Laser compatible ink
INK COLOR: Grey

Perforations:

The perforations must be **FLAT**, no ridges.

All perforations must be made from the front of the tax bill to the back. All measurements are calculated from front of the tax bill (the blank side).

One horizontal perforation **7 1/2"** from top of front of tax bill.

Three vertical perforations measuring from left edge of **front** of tax bill at 1 11/16", 4 6 1/4". The vendor can adjust these measurements if necessary based on the form set up.

Note: Vendor can make necessary adjustments to measurements for perforations when setting up the form.

Front of tax bill is blank. All perforations **MUST** be made from front (blank side) of paper to back. County Information Services Dept. will provide file for layout of front of bill.

Back of tax bill is to be printed in grey ink with instructions provided. Please provide a dark shade of grey so that instructions are easily read but do not bleed through to front of bill. Senior citizens find it difficult to read the light grey color. **Note:** Vendor said they use a color grey that is standard. It must be a dark charcoal grey.

Sample form is attached for position of perforations and payment instructions. Vendor will provide a sample of instructions, perforations and print color on back of bill.

ESTIMATED SCHOOL TAX PRODUCTION START UP IS: August 9 to August 23.

SUGGESTED QUANTITY TO ORDER:

Note: The number of bills ordered will vary depending on how many the vendor has left over from the previous year, for instance, approximately 193,000 bills were printed in 2012. Order was placed with 15% overrun. Add 10% to the order so the result is a working inventory of approximately 214,000.

Mail Specifications:

1. Vendor will have 8 1/2" x 11" school tax bill forms and #10 envelopes available per orders placed by Monroe County School Board. Process to start around August 9.
2. The County will receive the rate and levy information from each over a three week period. It is estimated that the process (printing and delivery) will start on August 9 and be completed by August 23.
3. As the County receives the information from the school districts, the totals reports for the tax bills and rolls will be run and information verified to ensure it agrees with the levy information provided by the school districts.
4. The County sends the print files to the vendor's FTP address for regular bills and banks bills for each district and any necessary reports the vendor requires to ensure the file is accurate.
5. The County will provide the vendor a mutually agreed upon form that has the detailed information for each district for printing and distributing the tax bills. The form will include, but not be limited to: County contact information, delivery address information, envelope return address information, counts for bank bills and regular bills, requests for blank bills, requests for duplicate set of bills (which will be printed on white paper) and whether the district is including an insert with the tax bill.
6. The vendor will load the file and notify the County when the test bills are available on the vendor FTP. The County will retrieve the test bills and review for accuracy.

7. If the test bills are correct, the County will give approval that it is okay to print the bills. The bills should be printed and delivered within three (3) days of the approval to print.
8. The County will advise vendor of any district that requests a duplicate set of tax bills printed on white paper and requests for blank bills.

Printing:

1. The vendor prints the regular and bank bills. The vendor will print a duplicate set of tax bills on white paper and blank bills if requested by a district. The vendor will reprint a bill or bills if requested.
2. The regular bills are folded and inserted into envelopes for the appropriate district. They are kept in the same order as printed. There are 21 districts of varying sizes. **Note: There can be up to six (6) lines (including the tax account number) in the mailing window so the vendor has to ensure that the addresses are lined up properly in the window.** The guide to use is the tax account number. The top edge of the tax account number should be just below the top edge of the window. Upon request from the vendor, the County will provide a sample of the proper folder and may request the vendor provide a sample.
3. Regular (bills inserted into window envelopes) and bank bills will be printed on an 8 1/2" x 11" form with three (3) perforations, with payment instructions on the back side and blank on the front side for printing the detail of the tax bill.
4. The bills that go to the banks will remain flat; the regular bills will be folded and inserted into window envelopes for the appropriate school district.
5. The duplicate tax bills will be printed on white paper and remain flat.

Folding and Inserting Regular Bills to be Mailed:

1. The vendor will fold and insert the regular tax bills into #10 window envelopes and seal the envelopes. There is a separate set of envelopes for each district. The vendor must match the envelopes with the appropriate municipality.
2. After inserting the bills into the envelopes, the vendor will put the bills into covered mail trays or boxes and keep them in bill print order.
3. The vendor will clearly label the boxes as regular bills. The boxes will be labeled with the district name and sequentially numbered in ascending order. Example: The labels should read 1 of ____.

Banks:

1. The vendor leaves the bank bills flat in the boxes. The vendor clearly labels the bank bill boxes with the district name and numbers the boxes in ascending order. The labels should read 1 of _____.

Duplicate Tax Bills:

1. The vendor will leave the duplicate tax bills flat. The vendor will clearly label the sides of the duplicate tax bill boxes with the district name and numbers the boxes in ascending order. The labels should read 1 of ____ .

Return of tax bills to each School District:

1. The vendor will deliver the tax bills directly to the appropriate school district or to the address the school district provides. The delivery addresses will be provided by the Monroe County School Board.
2. Tax bills should be delivered to the school districts **within three (3) days of approval to print.** The projected printing and delivery completion date is August 23. However, that date may be later if there are any problems with assessments or tax rates.
3. Vendor will use covered mail trays or boxes to package the bills. The boxes will be clearly labeled with district name and town within district and numbered sequentially so the district can easily identify the number of boxes for each district. The bank bills, regular bills (bills inserted into envelopes) and duplicate bills will be clearly labeled on the boxes.

4. Vendor will provide a separate count of number of tax bills for the regular bills and bank bills for each district and the number of mail trays and boxes included with each delivery. If possible, the vendor will further sort and box bills by municipality within the school district so the district can easily separate the bills and deliver the bills to the towns within the district.
5. The vendor will advise the County which districts will be completed on a given day. Treasury will provide this information to the districts so they have staff on hand to sort and distribute the bills to the towns within the district.
6. Vendor to store unused envelopes at site at end of process and provide inventory of envelopes on hand to Treasury.

Note: Start date for process should be around August 9. It will continue until delivery and printing is completed for all districts, which should be by August 23 but could be later. Problems with assessments, tax rates, school budgets, etc. could extend the process.

Contacts:

Monroe County Treasury, 39 W. Main St., Room B-2, Rochester, NY 14614

Kevin Tubiolo

Phone: 585-753-1168

Fax: 585-753-1166; e-mail address: ktubiolo@monroecounty.gov

or Ruth O'Boyle (753-1165)

ro'boyle@monroecounty.gov

Monroe County School Boards Association is placing this order. The contact person is: Monroe County School Boards Association, 220 Idlewood Rd., Rochester, NY 14618

Phone: 585-328-1972; Fax: 428-2494; email address: jody_siegle@boces.monroe.edu

Production Reminder: The tax receivers need time to organize the tax bills for mailing. The bills will be mailed on August 30. Therefore, they need the bills in their offices by August 23.

The bills are delivered to the school districts and then distributed to the tax receivers. That can take up to an extra day. You cannot deliver tax bills to the school districts on August 29 and expect that is sufficient time for the tax receivers to get the tax bills mailed. They need the bills in their office by Thursday, August 23.

Alternatively, if the vendor has bulk mailing capacity and the districts contract with the vendor to mail the regular bills, only the bank bills as well as any blank bills and duplicates will be delivered to the districts for distributions to the Tax Receivers within the School District.

ENVELOPES FOR 2014 COUNTY TAX BILL
SPECIFICATIONS

Specifications for Window Envelope:

Merlin compatible window position. (We understand that this means that the bottom of the window is 5/8" above the bottom of the envelope and this is post office requirement to enable scanning to get a reduced postage rate).

#10 WINDOW - 24# White Window Envelopes

1. There are 21 return addresses, one for each town and one for the city. Order is based on existing inventory. For some towns, there may be no order because there is sufficient inventory on hand.
2. The return addresses and quantities for each are indicated on the attached listing. The listing indicates the return addresses which need permit imprints.
3. "TAX BILL ENCLOSED" is to be printed on each envelope above the window.
4. Vendor must package each set of envelopes in separate, clearly labeled cases or boxes.
5. Vendor to provide a proof of each envelope so Treasury can verify accuracy of return addresses.
6. Suggested format for return addresses is upper case, left aligned as shown on attached listing.
7. **Should be printed by:** 12/02/2013

Total Quantity: 175,000

Quantity is based on existing inventory. For some towns there is sufficient inventory on hand to cover the mailing so there is a zero order for those towns.

Contact: Kevin Tubiolo, County Treasury, Room B-2, Rochester, NY 14614
Phone: 753-1168; Fax: 753-1166; e-mail: ktubiolo@monroecounty.gov

Delivery address: Envelopes will be delivered to vendor printing the variable information on the County tax bill forms.

Return Address	Quantity
DANIEL AMAN, RECEIVER OF TAXES TOWN OF BRIGHTON 2300 ELMWOOD AVE. ROCHESTER, NY 14618	7,500
VIRGINIA IGNATOWSKI, RECEIVER TOWN OF CHILI 3333 CHILI AVE. ROCHESTER, NY 14624	6,500
SHARON S. MATTISON, TAX COLLECTOR TOWN OF CLARKSON 3710 LAKE RD P.O. BOX 858 CLARKSON, NY 14430	3,000
DONNA LAPORTA, RECEIVER OF TAXES TOWN OF GATES 1605 BUFFALO RD. ROCHESTER, NY 14624	7,500
KATHLEEN A. TAYLOR, RECEIVER ONE VINCE TOFANY BLVD. GREECE, NY 14612	18,500
KATHI A. RICKMAN, TAX RECEIVER 1658 LAKE ROAD HAMLIN, NY 14464	3,500
JENNIFER KIMERLY, RECEIVER OF TAXES TOWN OF HENRIETTA 475 CALKINS RD. HENRIETTA, NY 14467	8,000
BARBARA GENIER, RECEIVER OF TAXES TOWN OF IRONDEQUOIT 1280 TITUS AVE. ROCHESTER, NY 14617	10,000
JAMES P. MERZKE, RECEIVER OF TAXES TOWN OF MENDON 16 WEST MAIN ST HONEOYE FALLS, NY 14472-1199	4,500
LYNN BIANCHI, RECEIVER OF TAXES TOWN OF OGDEN 269 OGDEN CENTER RD. SPENCERPORT, NY 14559	5,500
DONNA K.CURRY, RECEIVER OF TAXES TOWN OF PARMA P.O. BOX 728 HILTON, NY 14468	4,000
MARGARET REVELLE RECEIVER OF TAXES 3100 ATLANTIC AVE. PENFIELD, NY 14526	9,000
RECEIVER OF TAXES TOWN OF PERINTON 1350 TURK HILL RD. FAIRPORT, NY 14450	10,500
TOWN OF PITTSFORD TAX OFFICE 11 SOUTH MAIN ST. PITTSFORD, NY 14534-1995	9,000

KIMBERLY PAPE, TAX COLLECTOR TOWN OF RIGA 6460 BUFFALO RD. CHURCHVILLE, NY 14428		3,000
PAMELA J BUCCI, COLLECTOR TOWN OF RUSH 5977 EAST HENRIETTA RD. RUSH, NY 14543		500
THERESA WEED, RECEIVER OF TAXES TOWN OF SWEDEN 18 STATE ST. BROCKPORT, NY 14420		4,000
TOWN OF WEBSTER RECEIVER OF TAXES 1000 RIDGE RD. WEBSTER, NY 14580		10,000
LAURIE B. CZAPRANSKI, TAX COLLECTOR TOWN OF WHEATLAND 22 MAIN ST., P.O. BOX 15 SCOTTSVILLE, NY 14546		1,500
TOWN/VILLAGE OF EAST ROCHESTER 120 WEST COMMERCIAL ST. EAST ROCHESTER, NY 14445		1,000
MONROE COUNTY TREASURY 39 WEST MAIN ST., ROOM B-2 ROCHESTER, NY 14614-1467	First Class Presort U.S. Postage Paid Rochester, NY Permit No. 359	43,500
Total Quantity		175,000

UNIT PRICE SHEET

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
1. County Tax Bills	263,000	\$ _____/M	\$ _____
2. County Tax Receipts	60,000	_____/M	_____
3. School Tax Receipts	25,000	_____/M	_____
		TOTAL	\$ _____

PLEASE TRANSFER TOTAL TO FRONT PROPOSAL PAGE.

COMPLIANCE WITH FEDERAL SINGLE AUDIT ACT

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

If on a cumulative basis the Contractor expends Five Hundred Thousand and no/100 Dollars (\$500,000.00) 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 Five Hundred Thousand and no/100 Dollars (\$500,000.00) 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.