



# MONROE COUNTY BID PROPOSAL

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

BID PROJECT NUMBER: 0809-13

BID TITLE: COMMINGLED PRODUCT BALER  
REPLACEMENT

BUYER: Sharon A. Berndt

BID TIME: 2:00 PM

PHONE: (585) 753-1110

BID DATE: September 6, 2013

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

ITEM AND/OR GROUP NO.	ESTIMATED ANNUAL QUANTITY	ARTICLES OR SERVICES	UNIT PRICE	EXTENSION
		COMMINGLED PRODUCT BALER REPLACEMENT for the Monroe County Recycling Center  Per attached specifications, conditions and drawings.  <b>ALL BIDDERS MUST SUBMIT</b> • Bid Proposal • Certification (page #1) • Unit Price Sheet (page #32) • Product Literature		

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

FIRM NAME \_\_\_\_\_

SIGNED BY \_\_\_\_\_

ADDRESS \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

\_\_\_\_\_

TITLE \_\_\_\_\_

FEDERAL ID NO. \_\_\_\_\_

PHONE NO. \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

FAX NO. \_\_\_\_\_

### BID ACCEPTANCE AND CONTRACT AWARD

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

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

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
           Dawn C. Staub, Purchasing Manager, Monroe County

DCS

# 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:** COMMINGLED PRODUCT BALER REPLACEMENT
- FOR:** Department of Environmental Services, Recycle Center
- DEPARTMENT CONTACT:** Kevin Quinn, (585) 753-7652
- 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 **if awarded the contract.**
- 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.
- NYS WAGE RATES:** Pursuant to the provision of Section 220-A of the New York State Labor Law, as amended, the Contractor (and related Subcontractors) will be obligated to pay all workers in the covered classes only the applicable prevailing wage rates and supplements. The minimum hourly wage rate to be paid the various classes of labor performing work under this contract shall be in accordance with schedules which have been established or may hereafter be established or increased, by the New York State Department of Labor during the contract term. **Refer to NYS Wage Schedule PRC# 2013007653 developed for this project.**
- BRAND REFERENCE:** References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.

**QUALIFIED BIDDER:**

Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, references and performance of similar contracts. **The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to their ability to perform. Monroe County reserves the right to reject any and all bids** if the Monroe County Purchasing Manager deems said action to be in the best interest of Monroe County.

**METHOD OF AWARD:**

Monroe County intends to award the bid to the lowest responsive and responsible bidder on the basis of the total bid which shall be the Base Bid and any Alternate Monroe County may select. Although Bidders are not required to bid on every Alternate, their proposal will not be considered if a price is not included for an Alternate which the County decides to include in the award. **The County reserves the right to reject any and all bids** if the Purchasing Manager deems said action to be in the best interest of the County.

**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.** Purchase orders may be adjusted to accommodate unforeseen conditions that may arise within the original scope of work. The Contractor must conform to the milestones in the Special Conditions that are relative to the date of the Purchasing Order.

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

**WARRANTY/  
GUARANTEE:**

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

**PERFORMANCE  
BOND:**

The successful bidder shall procure, execute and deliver to the Owner and maintain at his own cost and expense a Performance Bond in the amount of the bid price awarded consisting of the Base Bid and any Alternates selected, of surety company approved by the Owner and authorized to do business in the State of New York as a surety. The security can be in the form of a Certified Check, Bank Draft, Standard Form of Irrevocable Letter of Credit or Performance Bond.

**SECURITIES AND INSURANCE:**

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

**COMPLIANCE WITH THE LAW:**

The Contractor agrees to procure all necessary licenses and permits. The Contractor shall comply with all laws, rules and regulations pertaining to the payment of wages and all other matters applicable to the work performed under this contract.

**SUBCONTRACT:**

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

**INDEMNIFICATION:**

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

**INSURANCE REQUIREMENTS**  
**INDEMNIFICATION**

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

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

- A. **WORKERS' COMPENSATION AND DISABILITY INSURANCE:** A policy covering the operations of the Contractor in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law, covering all operations under Contract, whether performed by him or by his subcontractors. The Contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefits of, and keep insured during the life of said Contract, such employees in compliance with the provisions of the Worker's Compensation Law known as the Disability Benefits Law (Chapter 600 of the Laws of 1949) and amendments hereto.
  
- B. **LIABILITY AND PROPERTY DAMAGE INSURANCE:**
  - (1) **CONTRACTOR'S GENERAL LIABILITY INSURANCE** issued to the Contractor and covering the liability for damages imposed by law upon the Contractor with respect to all work performed by him under the within Contract. All of the following coverages shall be included:

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

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

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

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

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

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

Rev. 5/23/2012



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

-POLICY NUMBER:

COMMERCIAL AUTO  
CA 20 48 02 99

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:  (Authorized Representative)
Named Insured:	

**SCHEDULE**

<p><b>Name of Person(s) or Organization(s):</b></p> <p><b>As required by contract or agreement</b></p> <p>If required by contract, this coverage shall be primary and any insurance maintained by the additional insured will apply on an excess basis; however, in no event will this additional insured coverage extend beyond the terms and conditions of the written contract.</p>
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

## 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.

## 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.

**BP#0809-13**  
**COMMINGLED PRODUCT BALER REPLACEMENT**

1.00 **SPECIAL CONDITIONS**

1.01 Pre-Award Conference

The apparent low Bidder may be required to attend a pre-award conference with the Owner or his designee. Representatives of the proposed subcontractors and vendors shall attend such conference if requested by the Owner.

1.02 Intent of Documents and Instructions

- A. The General and Technical Specifications, Drawings and any instructions as set forth herein are complementary, are intended to provide for, and include everything necessary for, the proper and orderly execution and completion of the work. Any work shown on the Drawings for which there are no particular specifications, or the omission from both Drawings and Specifications of express reference to any work which obviously was intended under the Contract, shall not excuse or relieve the Contractor or subcontractor from furnishing the same. Work or materials described in words which have a generally accepted technical or trade meaning, shall be interpreted by such customary and recognized standard meaning.
- B. Wherever the words "directed", "required", "permitted", "ordered", "designated", "prescribed", or words of like import are used in the Specifications or on the Drawings, it shall be understood that the direction, requirement, permission, order, designation, and prescription of the Owner/Designee is intended. Similarly, the words "approved", "acceptable", "satisfactory", and words of like import shall mean approved by, acceptable to, and satisfactory to the Owner/Designee, unless otherwise expressly stated.

1.03 Errors and Omissions

- A. The drawings and specifications are intended to show as clearly as is practical the work required to be done. However, the Contractor must recognize that construction details cannot always be accurately anticipated and that in executing the work, field conditions may require reasonable modifications in the details of the work involved. Work must be carried out by the Contractor to meet these field conditions to the satisfaction of the Owner.
- B. The Contractor shall not take advantage of any apparent errors or omissions in the drawings or specifications. In the event the Contractor discovers an error or omission, he shall immediately notify the Owner. In no case shall the Contractor proceed with the work in uncertainty. Any work done by the Contractor after the discovery of any error or omission, until authorized, will be at the Contractor's risk and responsibility. The work is to be made complete and to the satisfaction of the Owner notwithstanding any error or

omission in the specifications or on the drawings.

1.04 Standard Products

All materials, equipment and accessories shall be new and unused and shall be essentially the standard product of a manufacturer regularly engaged in the production of such material or equipment, and shall essentially duplicate material or equipment that has been in satisfactory operation at least five (5) years. Equipment and materials which do not satisfy the above requirements may be considered if the manufacturer or supplier provides an approved bond or cash deposit which will guarantee replacement during the first five (5) year period in the event of failure. The Owner reserves the right to reject any material or equipment manufacturer who, although he meets the above requirements, does not provide satisfactory evidence indicating adequate and prompt post-installation repair and maintenance service, as required to suit the operational requirements of the Owner. Items of any one type of materials or equipment shall be the product of a single manufacturer.

1.05 Construction Schedule

- A. Within fourteen (14) days of the date of the Purchase Order, and before commencing work, the Contractor shall submit to the Owner for approval, a construction schedule showing in detail the proposed sequence of the work, and the estimated date of starting and completing each stage of the work in order to complete the project within the Contract time.
- B. The Contractor shall be responsible for the proper coordination of its work so as to maintain its schedule as approved. Should the Contractor fail to adhere to any phase of the approved schedule, they shall promptly adopt such additional means or methods of construction, including overtime, as may be necessary to make up lost time and complete each phase of his work in accordance with the schedule, all at no additional cost to the Owner.

1.06 Construction and On-Site Job Meetings

At the direction of the Owner, and prior to commencement of the work, the Contractor and his major subcontractors shall attend a preconstruction meeting with the Owner. The conference will include discussions on matters relative to the proper coordination of the work and maintenance of schedules and other pertinent aspects of the project. On-site job meetings may be held during the performance of the work of this Contract. Supervisory personnel representing the Contractor and major subcontractors that are deemed necessary at the time must attend.

1.07 Superintendence

- A. The Contractor shall supervise, inspect, and direct the Work competently and efficiently devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor shall not be responsible for the negligence of Owner or

Engineer in the design or specification of a specific means, method, technique, sequence, procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

- B. At all times during the progress of the Work, the Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to the Owner and Engineer except under extraordinary circumstances. The superintendent will be the Contractor's representative at the Site and shall have authority to act on behalf of the Contractor. All communications given to or received from the superintendent shall be binding on the Contractor.

1.08 Coordination With Other Contractors, Utilities, and Owner's Force and/or Vendors

- A. The Owner reserves the right to let other contracts in connection with this work, even of like character to the work under this contract. The Owner also reserves the right to perform additional work related to the project by its own forces, or have additional work performed by utilities. The Contractor shall cooperate to the fullest extent to prevent delays and increased costs in the overall project. He shall familiarize himself with the work of others whose work affects or ties in with his own, and he shall be fully responsible for the finished result of his own work. The Contractor shall afford other contractors adequate opportunity for the introduction and storage of their materials, and the execution of their work, and shall promptly connect and coordinate his work with theirs.
- B. The Owner will occupy the site and existing building each day during the entire construction period. Construction Operations are to be conducted to minimize disruption to the owner's day to day operations.

1.09 Site Access, Working Hours and Material Delivery:

- A. The Contractor shall have access to the site during normal business hours 7AM to 5PM, Monday through Friday (excluding Holidays) to complete the Work of the Contract. Additional allowable working hours may be available if needed and upon request.
- B. No work shall commence until materials are on site.
- C. Contractors are to utilize just in time delivery for work of this contract. Storage of materials will be limited to work that can be installed in a 24 hour period.
- D. Contractor is to receive all deliveries associated with his/her contract. Monroe County is not responsible for acceptance of deliveries.

1.10 Time of Completion

- A. **The new baler is required as a component of the overall conversion of the recycling center to a single stream system. The recycling center will be shut-down for this conversion. Clear access to replace the baler will be available during the**

**shut-down. The conversion is expected to take place in the first quarter of the 2014 calendar year.**

- B. The entire work shall be progressed and completed in accordance with the project milestone requirements identified herein.

Milestone No. 1: Submit Shop Drawings/Submittals No. of Days: 14\*

Milestone No. 2: Work Requiring Shut Down of Baler No. of Days: 10\*\*

Milestone No. 3: **Project Completion** Date: **March 28, 2014**

\* Represents the number of calendar days from the date of the Purchase Order

\*\* Represents the total number of calendar days from an agreed upon starting date during the shut-down of the recycling center for the single stream conversion.

- 1) All labor and material cost for the work, to meet the milestone schedule stated in these Bid Documents, shall be included in the Contractor's bid.
- 2) All Work, including final touchup and cleaning and completion of all final punch list items shall be completed by the milestone dates and/or end of milestone durations.
- 3) The Contractor shall provide a qualified multiple crew workforce and overtime as necessary to meet all Milestones as required by the Contract Documents. It will be up to the Contractor to adjust crews as necessary to meet the scheduled Milestones.

- C. Failure to complete the work within the time stipulated for both Project Completion and any intermediate milestones, including extensions granted thereto as determined by the Owner, or abandonment of the work before final completion, shall entitle the Owner to amounts stipulated herein for each calendar day of delay in the completion of the work for both Project Completion and any intermediate milestones, said sums being fixed and agreed as liquidated damages which the Owner will suffer by reason of such delay and not as a penalty. The Owner may deduct such liquidated damages from the monies due, or about to become due to the Contractor, or may recover such liquidated damages directly from the Contractor. Enforcement of this clause does not preclude the Owner from seeking any other legal remedies for Contractor's failure to complete the work within the time stipulated in the Special Conditions for both Project Completion and any intermediate milestones.

Milestone No. 1: Submit Shop Drawings/Submittals Liq. Damages: \$100

Milestone No. 2: Work Requiring Shut Down of Baler Liq. Damages: \$500

Milestone No. 2: **Project Completion** Liq. Damages: **\$700**

1.11 Timely Progression of the Work

- A. Should the Contractor at any time refuse or neglect to supply either a sufficiency of properly skilled workers or materials of the proper quality and quantity or fail in any respect to prosecute the work with promptness and diligence or fail in the performance of any of the agreements on its part herein contained, the Owner, upon two (2) days written notice to the Contractor, may provide such labor or materials and enter upon the premises and take possession of all materials and appliances of every kind whatsoever thereon and the Owner may employ any person or persons to finish the work and may provide materials therefore, without being liable in any manner for loss or damage to the work theretofore complete or to any material or equipment employed in completion. In such event, the Owner may deduct the cost thereof from any money then due or thereafter due the Contractor for said work.
  
- B. **Advise owner as early as possible of any product delays and minimum quantity requirements that may affect project timeline.**

1.12 Inspection of Work

- A. The Owner, other representatives of the Owner, and representatives of other agencies having jurisdiction may inspect the materials furnished and the work done during the course of construction, and shall have unrestricted access to all parts of the work and to all points of manufacture or fabrication of materials and equipment. The Contractor shall provide such facilities as are reasonably necessary to carry out the inspection. If witnessed shop tests or inspections are required at the point of manufacture, the Contractor shall keep the Owner advised as to the progress of the work so that he may arrange for inspection at the proper time and place.
  
- B. At any time during the progress of the work and up to the date of final acceptance, the Owner shall have the right to reject any work which does not conform to the requirements of the Contract Documents, even though such work has been previously inspected and paid for. Any omissions or failure on the part of the Owner to disapprove or reject any work or materials at the time of inspection shall not be construed as an acceptance of any defective work or materials. If any work or materials shall be condemned by the Owner as defective, or improperly done, such work shall be removed and replaced, or the defects otherwise remedied in a manner satisfactory to the Owner, and consistent with the intent of the Contract. Any retesting required as a result of failure to meet contract requirements will be at the Contractor's expense. The cost of such retesting will be deducted from payments due the Contractor.

1.13 Correction of Work

- A. The Contractor shall promptly remove from the premises all materials condemned by the Owner/Designee as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

- B. If the Contractor does not remove such condemned work and materials within ten (10) calendar days after written notice, the Owner may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) calendar days thereafter, the Owner may, upon ten (10) calendar days written notice, sell such materials at auction or at private sale and shall pay to the Contractor the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

1.14 Right to Use Work

The Owner shall have the right to take possession of or use any part of the completed or partly completed work before final acceptance. Such possession or use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents.

1.15 Acceptance and Final Payment

- A. Upon completion of the project, including submission of record drawings, release of liens, and any other documents or materials required to be submitted in accordance with other portions of the Contract Documents, the Owner shall make a final inspection for approval of all the work done under this contract and shall, within ten (10) days, prepare a certification regarding completion of the work done, the value thereof, and recommending acceptance of the contract. The Owner shall, upon approval of this certificate, promptly pay the Contractor the entire sum so found due thereunder after deducting all previous payments and all percentages and amounts to be kept and retained under provisions of this Contract, and shall notify the Contractor of acceptance and start of the guarantee.
- B. Before issuance of the Owner's certification, the Contractor shall submit evidence satisfactory to the Owner/Designee that all payrolls, material bills, and other indebtedness connected with the work have been paid.
- C. The Contractor shall guarantee the work accomplished under this Contract for the Guarantee Period from the date the project is considered Complete by the Owner.

1.16 Guarantee Period

- A. The guarantee period shall commence upon the date the project is considered Complete by the Owner (said date will be specified in the Owner certification) and continue for a period of one (1) year unless stipulated herein.
- B. Upon completion and acceptance of the work by the Owner/Designee, the Contractor shall submit to the Owner a general guarantee for the entire work. The guarantee shall be unconditional and cover all labor, material and equipment furnished. All guarantees shall be written in a form satisfactory to the Owner.
- C. The Contractor shall remedy any defective work appearing within the guarantee period and shall pay for damages caused by such defective equipment, work or materials or

occasioned in correcting the same.

- D. If any defects occur within the guarantee period, the Contractor shall, within three (3) days after receipt of notification of such defects, take the necessary action to correct such defects. The correction of any defects in equipment, materials and workmanship which may develop during the guarantee period shall be at the expense of the Contractor. If the Contractor fails to comply with the requirements of this paragraph within the time stated, the Owner may have the corrective work done and charge the Contractor therefore.

1.17 Certificate of Inspection for Electrical Work

The Contractor shall provide a certificate of inspection for all electrical work prior to acceptance by the Owner; said certificate of inspection shall be issued by either the New York Board of Underwriters or the Middle Department Inspection Agency.

1.18 Operations and Maintenance Manual/Spare Parts Data

A minimum of 10 days before the Final Completion of the Project, the Contractor shall furnish two (2) copies, organized and bound in a 3-ring binder, and an electronic set on CD-ROM in Adobe Acrobat® .PDF format of all final operation and maintenance manuals, warranties, and spare parts data for equipment and materials provided within the contract to the Owner for review. Spare parts data shall include a complete list of parts and supplies, with current unit prices and source of supply; a list of parts and supplies that are normally furnished at no extra cost with the purchase of the equipment and a list of additional items recommended by the manufacturer to assure efficient operation for a period of one hundred and twenty days at the particular installation. Operations and Maintenance Manuals which include warranty and spare parts information shall be submitted in accordance with the technical specifications. The foregoing shall not relieve the Contractor of any responsibilities under any guaranty specified herein. The Contractor shall also submit one copy of all approved Operation and Maintenance manuals on CD-ROM in Adobe Acrobat® .PDF format upon completion of the project.

2.0 **SUMMARY OF WORK**

2.01 Location & General

- A. The work is located at the Monroe County's Recycling Center (MCRC), 1769 Emerson Street, Rochester NY 14606.
- B. The new baler is required as a component of the overall conversion of the recycling center to a single stream system. The recycling center will be shut-down for this conversion. Clear access to replace the baler will be available during the shut-down. The conversion is expected to take place in the first quarter of the 2014 calendar year.

## 2.02 Contract Description

- A. The Base Bid work required to be performed by the Contractor is presented in the bid specifications, and includes, but is not limited to, furnishing all labor, materials and equipment to:
  - 1. Remove and salvage/dispose of an existing single ram baler; and,
  - 2. Furnish and install a new single ram baler with a wire tying system that shall incorporate a minimum of five (5) vertical wires.
- B. There are Add/Deduct Alternates to furnish a baler with a wire tying system per the base bid description above and capable of:
  - 1. Five (5) horizontal wires in addition to the minimum quantity of vertical wires; and/or
  - 2. Doubling the quantity of vertical wires included in the base bid item.

## 2.03 Work by Owner

- A. The Owner will provide the electric service to the baler control panel provided by the Contractor.

## 3.00 **ALLOWANCES**

### 3.01 Scope

- A. This Section includes administrative and procedural requirements governing the following types of allowances:
  - 1. Contingency allowances.
- B. Authorization of Allowances:
  - 1. Work that will be paid under an allowance will be authorized in the Owner's written instruction to the Contractor.
  - 2. Do not perform Work under an allowance without written authorization from the Owner.

### 3.02 Contingency Allowance

- A. Contingency allowances are stipulated amounts available as reserve for sole use by the Owner to cover unanticipated costs.
- B. When authorization of Work under contingency allowance is contemplated by the Owner for a defined scope, submit proposal to the Owner. Proposals and payments within limit of contingency allowance shall exclude cost of bond and insurance premiums.

3.03 Schedule of Allowances

A. Contingency Allowances:

1. Schedule of Contingency Allowances: Include the following allowances for use in accordance with Owner's instructions:

<b>Allowance Name</b>	<b>Description</b>	<b>Include Contingency Allowance Amount of</b>
Supply and Installation of Baler Contingency	Contingency for general work involved in furnish and install of the commingled product baler	\$7,500

4.00 **ALTERNATES**

This Section includes administrative and procedural requirements for alternates.

4.01 Definitions

Alternate: An amount proposed by bidders and stated on the Unit Price Sheet for certain work defined in the Bidding Requirements that may be added to the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the bid documents.

**The cost for each alternate is the net addition to the Base Bid to incorporate the alternate into the Work.** No other adjustments are made to the Total Bid.

4.02 Procedures

- A. The add/deduct alternate bid price shall include Contractor's costs of related coordination, modification, or adjustment needed to incorporate the add/deduct alternate item.
- B. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- C. Notification: Immediately following award of the Contract, each party involved will be notified, if any/all alternate(s) have been accepted, rejected, or deferred for later consideration.
- D. Execute accepted alternates under the same conditions as other work of the Contract.
- E. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

4.03 Schedule of Alternates

**ALTERNATE #1: Horizontal Wire Tying**

**Base Bid:** Furnishing and installing a baler with a wire tying system to provide a minimum of five (5) *vertical* wires per bale.

**Alternate Description:** Furnishing and installing a baler that is equipped and capable to provide a **minimum of five (5) horizontal wires** per bale as an option (in addition to the minimum five (5) *vertical* wires included in the base bid).

**ALTERNATE #2: Double Vertical Wire Tying**

**Base Bid:** Furnishing and installing a baler with a wire tying system to provide a minimum of five (5) *vertical* wires per bale.

**Alternate Description:** Furnishing and installing a baler that is equipped and capable to providing the minimum of five (5) *vertical* wire per the base bid, and, as an option, **capable of doubling the minimum vertical wires** per bale.

5.00 **BONDING AND BONDING FOR ELECTRICAL SYSTEMS**

5.01 Summary

This Section includes methods and materials for grounding systems and equipment.

1. Common ground bonding.

5.02 Submittals

- A. Product Data: for each type of product indicated.
- B. Other Informational Submittals: Plans showing dimensioned as-built locations of grounding features specified in "Field Quality Control", including the following:
  1. Grounding arrangements and connections for separately derived systems.
  2. Grounding for sensitive electronic equipment.

5.03 Quality Assurance

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

## 5.04 Products

### A Conductors

1. Insulated Conductors: Copper wire or cable insulated for 600<sup>o</sup>V unless otherwise required by applicable code or authorities having jurisdiction.
2. Bare Copper Conductors:
  - a. Solid Conductors: ASTM B 3.
  - b. Stranded Conductors: ASTM B 8.
  - c. Tinned Conductors: ASTM B 33.
  - d. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch (6 mm) in diameter.
  - e. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
  - f. Bonding Jumper: Copper tape, braided conductors, terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
  - g. Tinned Bonding Jumper: Tinned-copper tape, braided conductors, terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
3. Grounding Bus: Rectangular bars of annealed copper, 1/4 by 2 inches (6 by 50 mm) in cross section, unless otherwise indicated; with insulators.

### B. Connectors

1. Listed and labeled by a nationally recognized testing laboratory acceptable to authorities having jurisdiction for applications in which used, and for specific types, sizes and combinations of conductors and other items connected.
2. Bolted Connectors for Conductors and Pipes: Copper or copper alloy, bolted pressure-type, with at least two bolts.
  - a. Pipe Connectors: Clamp type, sized for pipe.
3. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

### C. Grounding Electrodes

Ground Rods: Copper-clad steel; 3/4 inch by 10 feet (19 mm by 3 m) in diameter.

## 5.05 Applications

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger, unless otherwise indicated.
- B. Grounding Bus: Install in electrical and telephone equipment rooms where indicated on the plans or otherwise required in the specifications.

1. Install bus on insulated spacers 1 inch (25 mm), minimum, from wall 6 inches (150 mm) above finished floor, unless otherwise indicated.
  2. Where indicated on both sides of doorways, route bus up to top of door frame, across top of doorway, down to specified height above floor, and connect to horizontal bus.
- C. Conductor Terminations and Connections:
1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
  2. Underground Connections: Welded connectors, except at test wells and as otherwise indicated.
  3. Connections to Ground Rods at Test Wells: Bolted connectors.
  4. Connections to Structural Steel: Welded connectors.

#### 5.06 Equipment Grounding

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Air-Duct Equipment Circuits: Install insulated equipment grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners, heaters, dampers, humidifiers, and other duct electrical equipment. Bond conductor to each unit and to air duct and connected metallic piping.

#### 5.07 Installation

- A. Grounding Conductors: Route along shortest and straightest paths possible, unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Ground Rods: Drive rods until tops are 2 inches (50 mm) below finished floor or final grade, unless otherwise indicated.
  1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating, if any.
- C. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance, except where routed through short lengths of conduit.
  1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
  2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install so vibration is not transmitted to rigidly mounted equipment.
  3. Use exothermic-welded connectors for outdoor locations, but if a disconnect-type connection is required, use a bolted clamp.

- D. Grounding and Bonding for Piping:
  - 1. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.
- E. Bonding Interior Metal Ducts: Bond metal air ducts to equipment grounding conductors of associated fans, blowers, electric heaters, and air cleaners. Install bonding jumper to bond across flexible duct connections to achieve continuity.

## SPECIFICATION

### SUPPLY AND INSTALLATION OF A COMMINGLED PRODUCT BALER

#### GENERAL

A. Description:

1. Under this Section, the Contractor shall furnish all labor, materials and equipment for the complete installation of a commingled product baler as specified herein.
2. The work also includes all accessories, control stations, appurtenances or other work required for a complete operating installation of the specified equipment, except those items specifically included under other items of this bid.

B. Submittals:

1. **Manufacturer's Data:** Within 14 calendar days of award, the successful bidder shall provide manufacturer's data including schematics and an installation diagram for the owner's approval prior to procurement of the unit.
2. **Standards of Compliance and Manuals:** Within 14 calendar days of award, the successful bidder shall submit standards compliance information as well as three (3) copies of the operation and maintenance manuals for the equipment to be furnished.

#### PRODUCT

A. **BALER:** Provide a complete and operational horizontal, fully automated, single ram baler to be used for the baling of various recyclable materials for transport. The baler shall be a high efficiency, non-shearing, low stroke baler to reduce energy consumption. The baler shall meet the following requirements:

1. **Size:** The baler shall be of proper size to be retrofitted into the existing facility space. It is the bidder's responsibility to investigate the existing facility to ensure the new baler is capable of being installed within the existing space configuration. The baler shall have a length equal to or less than 38'-7", a width equal to or less than 8'-3" and a maximum height of 23'- 11.5", unless otherwise approved by the Owner.
  - a. The baler shall be capable of being supported by the existing concrete floor at the facility and accommodating the existing size and location of the existing needle pit. Contractor is responsible for verifying existing conditions for compatibility at installation location prior to purchase of the equipment.
2. **Feed hopper:** The baler feed hopper shall have a minimum size of 5'-3" x 3'-7". Bales that are generated shall be square with minimum dimensions of 3'-7" x 3'-7" to

accommodate container loading. The baler shall be capable producing bales of varying lengths.

3. Processing Time: To meet desired processing times, the baler shall have the capability of processing 36 tons per hour at a bale capacity of 84 lbs/cubic yard with a bale cycle time of 19 seconds or less (excluding wire knotting time).
4. System Pressure: The overall ram pressure force shall be 132 tons with an operating pressure of 315 bar.
5. Motor: The baler motor shall be a minimum of 120 HP, 480Vac, 3-phase, 60 Hz. Motor shall come equipped with motor starter and overload relays for all baler motors and two (2) conveyor motors. The motor control center shall be UL listed NEMA 12 enclosure and equipped with a programmable logic controller that enables automatic operation without an operator. Manual override of all functions shall be incorporated into the system.
6. Control Panel: The baler shall have programmable controlled electronics and proximity switches and incorporate a computerized touch screen information management system. The control panel shall include the following parameters:
  - Description of the type of material
  - Bale length
  - Machine settings
  - Bale counter
  - Number of knots in the wire
  - Hours of operation
  - A. The control panel enclosure shall be a heavy duty, free standing, NEMA 12, enclosure with a flange mounted disconnect for a 480 Volt, three-phase power supply. The panel shall be made of 10-gauge steel and fully braced. The doors shall be heavy duty 3-point latching doors with a padlocking handle. The main circuit breaker disconnect shall be interlocked with the doors and shall be provided with an externally accessible through-the-door handle.
  - B. All control panels shall be UL 508A listed and built per NFPA79. Third party substitutions of UL 508 listed equipment shall be strictly prohibited. In accordance with UL 508A, the control panel shall have the UL 508A required short circuit current rating (SCCR) clearly labeled.
  - C. Integral 120-volt control and power shall be provided by a 480/120 VAC isolation transformer. Isolation transformer to be adequately sized to provide control and power to all devices including additional motor starters for conveyance systems. Provide primary and secondary fusing for all isolation transformers internal to control panel. Provide 24VDC control power transformer as necessary to power and devices rated at 24VDC. In addition a voltage conditioner shall be used for PLC power supply, and surge suppressers shall be used with all relays and contactors. All 120V branch circuits shall be protected by circuit breakers.

- D. Control relays shall be industrial plug-in type. Terminal blocks shall be high-density type, rated for 600 VAC, 30 amp minimum. All internal devices shall be clearly marked and identified on the outside and inside of the panel. All terminals and wires shall be clearly tagged in accordance with the schematic and wiring diagrams.
- E. Push buttons and pilot lights shall be industrial, 22mm devices. Operation shall be by touch screen control and shall allow automatic PLC operation, and shall allow the operator to bypass the PLC when operating equipment for maintenance purposes. Operator interface, switches, push buttons and pilot light devices shall be mounted on the enclosure front panel door.
- F. Transient Voltage Surge Suppression (TVSS) – Data Communications and Signal Wiring: The system manufacturer shall provide transient voltage and surge suppression.
- G. Wiring Requirements: All wiring shall be in complete conformance with the National Electrical Code, State, local and NEMA electrical standards. Horizontal and vertical wire ducts shall be utilized to neatly train and route all internal manufacturers wiring. All incoming and outgoing wires shall be connected to numbered terminal blocks and all wiring neatly tied and fastened to chassis as required.
- H. Surge Arrestor: Emergency stop and door switch circuits shall be separate. Door switches shall be individually identified on the HMI and be tamper resistant.
- I. Panel Heater: Condensation protection shall be provided. Enclosure shall have a heater which operates continuously to prevent condensation build-up.
- J. Programmable Logic Controller (PLC): The PLC shall consist of Schneider Electric / Modicon (Telemecanique), or approved equal. RAM memory shall be protected by a backup battery with further memory protection from an SD card. A modem with a built in Ethernet switch shall be provided to allow direct access for online technical support. The Ethernet switch shall provide the network connections.
- K. Human Machine Interface (HMI): A Graphic Operator Interface Terminal (HMI) shall be mounted on the front of the panel. The terminal shall include an alarm annunciator with a dedicated alarm page and allow acknowledgment of alarms. It shall allow the display of analog data in bar graph or digital form combined with process graphics on multiple screens. The HMI shall be capable to communicate via Ethernet for data import and export.
- L. In addition to the required motor starters and overload relays for the baler equipment, the control panel shall include motor starters and overload relays two (2) existing conveyors as required. The conveyor motor starters shall be across-

the-line, with 24-volt DC operating coils. Overload relays (OL) shall be adjustable so that the range selected includes the full load amperes (FLA) rating and service factor.

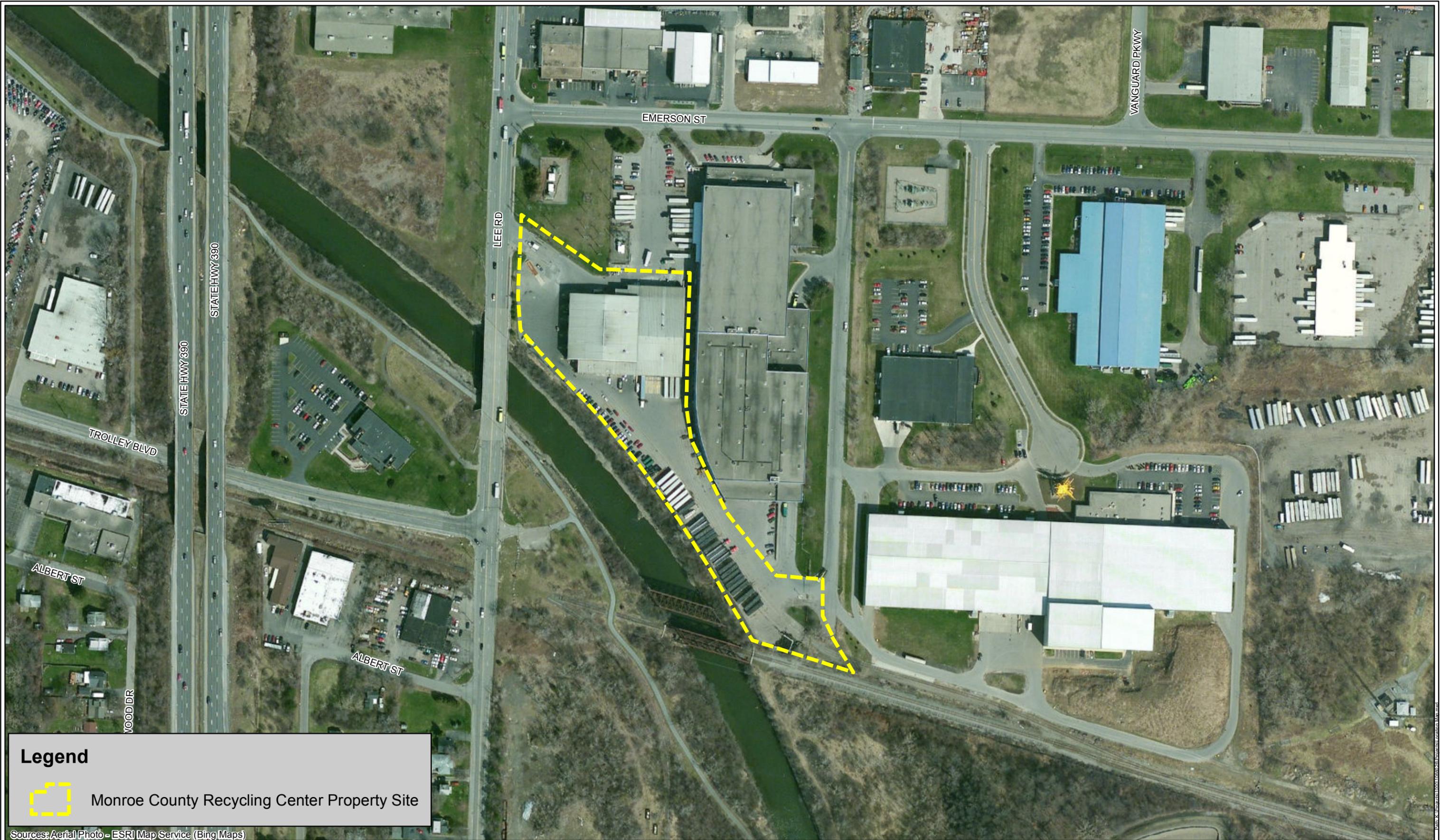
- M. Provide local audible and visual alarm horn/strobe with local silence capability to announce baler and/or conveyor alarms, with alarm settings specific for type of disturbance.
7. Baler shall have a pre-press flap which eliminates need to shear material by the ram.
  8. Baler shall include a bale outlet, needle pit protection, middle hopper and belt infeed hopper.
  9. Baler shall have an inspection platform and ladder to safely service the baler in-feed
  10. Hydraulics: The baler shall have a hydraulic system that uses differential oil flow between the cylinders. The hydraulic unit shall include all control valves and cartridges on one block unless otherwise approved by the Owner. Initial hydraulic oil shall be supplied by the manufacturer. The level and temperature of the hydraulic fluid are to be monitored electronically. The baler shall be equipped with an oil cooler. Any oil failure will be signaled on the control panel.
  11. Wire Tying: The wire tying system shall incorporate five (5) vertical wires. The baler shall be equipped with both front and back wire stands which are capable of holding five (5) large coils (up to 1700 lbs each). Baler wire stands shall not require the operators to stand on ladders to thread wire through brackets and pulleys.
    - a. Alternate #1, Horizontal Wire Tying: The baler shall be equipped and capable of providing, as an option, a horizontal (or side) wire tying system with a minimum of five (5) wires *in addition to the vertical wires*. The net cost to provide this shall be included as a separate bid item as outlined on the Unit Price Sheet.
    - b. Alternate #2, Double Vertical Wire Tying: The baler shall be equipped and capable of performing, as an option, double vertical wiring for the baling of plastics. The net cost to provide this shall be included as a separate bid item as outlined on the Unit Price Sheet.
- B. **ELECTRICAL: Electrical service and conduit to baler location to be provided by others. Contractor to coordinate with Owner to provide oversight of final connections by others to control panel.**
- C. **MANUFACTURER:**
1. The baler equipment manufacturer shall be Bollegraaf, or approved equal.
    - a. The Bollegraaf baler equipment model shall be HBC 120 S.

2. Equivalent ("approved equal") make/model commingled product baler:
  - a. An equivalent make/model must meet or exceed the performance specifications for the commingled product baler, and conform to other requirements specified in this Section.
  - b. The costs of building alterations, modifications, and/or improvements required to furnish, transport and install a baler equivalent to the make/model specified, shall be included in the Bidder's/Contractor's base bid price of the work. Examples of such alterations, modifications and/or improvements are: abandonment, alterations, and/or relocation of the existing needle pit; and, improvements to the floor to support the baler.

## **EXECUTION**

- A. **BALER FABRICATION:** Metal work shall be well formed to shape and size, with sharp lines and angles. Provide welding and bracing of adequate strength and durability, with tight, flush joints and clean.
- B. **INSTALLATION:** Install mechanical equipment as indicated and in accordance with the manufacturer's instructions. Provide clearance for inspection, repair, replacement and service.
- C. **INITIAL OPERATION AND FIELD TESTS:**
  1. Initial Operation: The Contractor shall provide for an authorized manufacturer's representative to initially start and operate each equipment item to show that it is properly installed and will perform satisfactorily. In addition to the time assigned for equipment start-up, sufficient working days shall be allotted to enable the qualified representative to thoroughly instruct the Owner's operating personnel in the operation and maintenance of the equipment.
  2. Field Tests: Schedule and administer operational performance tests for the baler. Operational tests shall be of the duration necessary to compile the test information required, but not less than 2 hours. Provide for a minimum of 8 hours of start-up service by authorized factory service personnel.
    - a. A start-up report shall be issued by the manufacturer's representative at the initial start-up and operational testing of the equipment baler.
  3. Oil and grease as required for initial operation will be furnished and shall be in accordance with the manufacturer's recommendation.
  4. The Contractor shall provide two sets of parts manuals and two sets of service manuals after contract award. Also, a complete spare parts list shall be provided for both the baler and wire tying system

- D. **ELECTRICAL INSTALLATION:** Final electrical connections to be made by the Owner or their representative.
- E. **WARRANTY:** The Contractor shall supply a one (1) year warranty on the complete baler and all supplied equipment inclusive of parts and will be the single source of said parts. This warranty will start from the date of final acceptance by the Owner.
- F. **EXISTING BALER:** The existing Bollegraaf HBC-110 (1991 model) baler shall be removed and shall become the property of the Contractor who must remove it from the site as part of this contract. Any credits or costs associated with the removal of the baler shall be reflected in the bid price as outlined on the enclosed Unit Price Sheet.



**Legend**

 Monroe County Recycling Center Property Site

Sources: Aerial Photo - ESRI Map Service (Bing Maps)



1 inch = 200 feet

Monroe County Recycling Center  
**Site Location Map**  
 Monroe County 6/26/13 New York

Figure  
 1  
 Project  
 No.  
 1066.026



**BP#0809-13**  
**COMMINGLED PRODUCT BALER REPLACEMENT**

**UNIT PRICE SHEET**

Proposals may be considered informal and may be returned to the Bidder if all blank spaces in this Unit Price Sheet are not filled in.

Pursuant to and in compliance the bid documents and any Addenda subsequently issued, the Bidder hereby agrees to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for or incidental to the work required as follows:

**BASE BID:**

<b>A. Furnish and Install New Baler.....</b>	\$ _____ (in numerals)
<b>B. ADD/(DEDUCT) - Remove &amp; Salvage/Dispose Existing Baler</b>	\$ _____ (in numerals)
<b>C. Allowance.....</b>	\$ <u>7,500.00</u> (in numerals)
<b>D. Total Base Bid (Sum of A+B+C).....</b>	\$ _____ (in numerals)

**ALTERNATES:** As ADDITIONS to the BASE BID and **as described in Section 4.00 (Pages 20-21) "Alternates"** we agree to ADD any work which may be so ordered in accordance with the bid documents on the basis of the following ALTERNATES which shall be net to the OWNER, and include allowances for our overhead and profit including field supervision and all incidental items such as hoisting, cleaning, debris removal, etc. required for similar work under the original Specifications.

We agree that the acceptance of any or all ALTERNATES by the OWNER will not relieve us of our responsibility to either complete the project within the stipulated number of calendar days or to meet any stipulated milestones, unless indicated otherwise in the Special Conditions.

<b>E. Alternate #1: Horizontal Wire Tying.....</b>	\$ _____ (in numerals)
<b>F. Alternate #2: Double Vertical Wire Tying.....</b>	\$ _____ (in numerals)

ENCLOSE THIS UNIT PRICE SHEET ALONG WITH THE BID PROPOSAL.

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**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.