



**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: 1002-13

BID TITLE: DEWATERED SEWAGE SLUDGE
 HAULING

BUYER: Sharon A. Berndt

BID TIME: 2:00 PM

PHONE: (585) 753-1110

BID DATE: October 18, 2013

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

ITEM AND/OR GROUP NO.	ESTIMATED QUANTITY	ARTICLES OR SERVICES	UNIT PRICE	EXTENSION
		DEWATERED SEWAGE SLUDGE HAULING Per attached specifications		
		LOCATION 1: FEV WWTP - TOTAL		\$ _____
		LOCATION 2: NWQ WWTP - TOTAL		\$ _____
		LOCATION 3: ALT. DISPOSAL SITES - TOTAL		\$ _____

PRE-BID FOR PROSPECTIVE BIDDERS WILL BE HELD:
 October 10, 2013 @ 10:00 AM at FEV, 1574 Lakeshore Boulevard at the Administration Building
 October 10, 2013 @ 1:00 PM at NWQ, 170 Payne Beach Road at the Administration Building

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: DEWATERED SEWAGE SLUDGE HAULING

FOR: Department of Environmental Services

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.

QUANTITIES: The quantities listed are the estimated annual requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term. **Estimates are based upon actual annual usage for 2008-2013 by County departments only.**

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.

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# 2013008986 developed for this project.**

QUALIFIED BIDDER:

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

METHOD OF AWARD:

Monroe County intends to award two contract(s) to the lowest responsive and responsible bidder(s) as stated in **Section 1.01** of the specifications. **The County reserves the right to reject any and all bids** if the Purchasing Manager deems said action to be in the best interest of the County.

CONTRACT TERM:

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

PRICE CHANGES:

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

MINIMUM ORDER:

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

PURCHASE ORDER ISSUANCE:

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

**BILLING
PROCEDURE:**

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

**UNCONTEMPLATED
PURCHASES:**

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

**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 **two hundred fifty thousand dollars (\$250,000)**, 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.

SUBCONTRACT:

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

RELATED ITEMS:

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

**REPORT OF
PURCHASE:**

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

**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.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input type="checkbox"/>	<input type="checkbox"/>				MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
<input checked="" type="checkbox"/>	ANY AUTO	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per person) \$
<input checked="" type="checkbox"/>	ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident) \$ 1,000,000
<input checked="" type="checkbox"/>	HIRED AUTOS	<input checked="" type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$ 1,000,000
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>				E.L. EACH ACCIDENT \$
		<input type="checkbox"/>	<input type="checkbox"/>				E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
	ENVIRONMENTAL POLLUTION LIABILITY						\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

REFER TO BID PROJECT #1002-13 DEWATERED SEWAGE SLUDGE HAULING

MONROE COUNTY MUST BE NAMED AS ADDITIONAL INSURED AND AS SUCH REQUIRES THE ENDORSEMENTS.

CERTIFICATE HOLDER**CANCELLATION**

MONROE COUNTY, DIVISION OF PURCHASING
39 WEST MAIN STREET, ROOM 200
ROCHESTER, NY 14614
Attn: Sharon A. Berndt, Buyer

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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.

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 #1002-13
DEWATERED SEWAGE SLUDGE HAULING
SPECIFICATIONS

1.00 GENERAL

1.01 Scope

The Monroe County Department of Environmental Services is seeking a qualified Bidder for the hauling of Sludge in watertight dump trailers. It is anticipated that the bulk of the work will be the hauling of dewatered chemically stabilized sewage sludge. Additional items may be added as future needs arise. The environmental success of this process is critically dependent on the professional hauling experience of an established, responsible trucking organization that has clearly demonstrated their ability to perform reliably, while managing a challenging delivery schedule. These specifications attempt to reflect base criteria to implement desired hauling routines that must consistently engage all operational, technical and community sensitivities that currently confront the Mill Seat Landfill, High Acres Landfill, Chaffee Landfill, Seneca Meadows Landfill, Northwest Quadrant Wastewater Treatment Plant and the Frank E. Van Lare Wastewater Treatment Plant.

Due to the time sensitive and critical environmental nature of hauling chemically stabilized dewatered sewage sludge, Monroe County reserves the right to award the contract to a separate bidder for each location listed below. If a bidder submits pricing for both FEV and NWQ locations the pricing for the Frank E. Van Lare Waste Water Treatment Plant (FEV) shall take precedence during the award process. The lowest responsible bidder that meets qualifications for FEV shall be awarded the contract for that site. The lowest responsible bidder that meets qualifications for the Northwest Quadrant Waste Water Treatment Facility (NWQ) shall be awarded the contract for that site. The lowest responsible Bidder that meets the qualifications for the alternate disposal sites (Chaffee & Seneca Meadows) shall be awarded the contract for that work. No bidder may hold the contract for both FEV and NWQ sites and the alternative disposal sites unless it is in the best interest of the County. This determination shall be made solely by the Purchasing Manager.

Should unforeseen circumstances impede the ability of one of the selected bidders to perform, the other selected bidders will be required to provide “fill in” or “back-up” coverage at the other location to ensure dewatered sludge is transported and delivered in a timely fashion. The selection of multiple bidders and contingency planning will ensure that there will not be service interruptions. The selected bidders may be required to work separately or in conjunction with each other at either location if the County deems it necessary. Selected bidders will be required to provide proof of ownership of acceptable tractors and trailers of the type and quantity specified to be used for the hauling of sludge.

1.02 Locations

County of Monroe
Frank E. Van Lare Waste Water Treatment Plant (FEV)
1574 Lakeshore Blvd.
Rochester NY 14617

County of Monroe
Northwest Quadrant Waste Water Treatment Facility (NWQ)
170 Payne Beach Rd.
Rochester NY 14468

1.03 Purchasing Contact

The Buyer, identified below, is the sole point of contact regarding this Bid from the date of issuance until the bids are opened and the results made public.

Sharon Berndt
Monroe County Division of Purchasing
200 County Office Building
39 West Main Street
Rochester, NY 14614
Email: sberndt@monroecounty.gov

All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later than close of business (1:00 PM Eastern Standard Time) on **October 11, 2013**.

All questions will be answered and documented in writing as an Addendum to the Bid. These will be sent out to all Bidders who received the original Bid no later than **October 15, 2013**.

1.04 Pre-Bid Meeting

It is highly recommended that Bidders attend a pre-bid inspection of the areas from where the products will be hauled and to review all available data. Any failure by the Bidder to become acquainted with all available information concerning the work will not relieve the Bidder from the responsibility of carrying out the work intended by this contract. Scheduled meetings as follows:

October 10, 2013 @ 10:00 AM at FEV, 1574 Lakeshore Boulevard at the Administration Building.

October 10, 2013 @ 1:00 PM at NWQ, 170 Payne Beach Road at the Administration Building.

1.05 Qualifications of Bidder

Consideration will be given only to Bidders who can demonstrate that their ability complies with the specifications. Bidders are required to submit with their bid a description of their firm as it pertains to the completion of previous work of a similar size and scope. Included in this experience shall be experience trucking dewatered sewage sludge on a daily basis with a yearly minimum of 12,000 tons. Documentation of experience performing such work must be included. Consideration will be given only to Bidders who can demonstrate that their documented performance complies with the specifications.

The County shall have the sole responsibility for determining from the information submitted by the Bidders if they meet the contract specifications. Should the apparent low bid fail to meet the requirements of the contract specifications as determined by the County's review of the Bidder's submittal, the bid shall be rejected and the next lowest bid shall be considered. Bidders will not be

allowed to submit the documentation a second time. However, additional supplemental information may be submitted, if required by the County. The documentation submitted by all Bidders must provide sufficient detail to permit an evaluation of their firm as it applies to the intended work.

2.00 SERVICE DESCRIPTION

Work will include the tasks, responsibilities and performance requirements as outlined herein. The Bidder shall provide services, equipment and any other non-specified items, without limitation, to maintain reliable hauling of dewatered sewage sludge.

The low Bidder must also provide a performance bond in the amount of two hundred fifty thousand dollars (\$250,000), as well as the financial liability and maintenance responsibility of transport and/or haul equipment, vehicles, personnel and services required for hauling of dewatered sewage sludge.

The Bidder will coordinate haul services with Monroe County Department of Environmental Services and any disposal sites.

The Bidder shall provide for approval, a list of all personnel who will enter a County facility for the purpose of fulfilling this contract. The County reserves the right to reject any employee it deems unacceptable. The Bidder shall provide background checks of the above personnel that shall contain the following as a minimum standard:

- a. Driving records
- b. Criminal records
- c. Workers' compensation
- d. State licensing records
- e. Drug test records

Prior to adding another driver the Bidder shall notify the County of any change in the driver roster and provide all information above. All drivers used in fulfilling the contract shall wear uniforms with their first name and the company name visible on the front of the shirt. The uniform shall have long pants. Either long or short sleeve shirts are acceptable.

The County reserves the right to require the Bidder to replace any employee it deems unacceptable because of attitude or performance.

All employees used for the fulfillment of this contract shall be trained in and adhere to all rules and regulations for each disposal site and County facility. This shall be the sole responsibility of the Bidder.

For communication with the disposal site, all vehicles shall be equipped with a citizens band radio containing all frequencies used by the disposal sites.

2.01 Waste Generated Under 6NYCRR Part 364 Regulations

Management and operation of a trucking fleet to accommodate time sensitive hauling of primarily

chemically stabilized dewatered sewage sludge under 6NYCRR Part 364. The sludge will be hauled from Monroe County Department of Environmental Services sites to Monroe County's Mill Seat Landfill, 303 Brew Road, Riga, NY 14416 and Waste Management's High Acres Landfill, 425 Perinton Parkway, Fairport, NY 14450. Alternative disposal sites will be Waste Management's Chaffee Landfill, 10860 Olean Road, Chaffee, NY 14060 and Seneca Meadows Landfill, 1786 Salcman Road, Waterloo, NY 13165. If the need arises the Bidder shall haul to any designated disposal site within a 75-mile radius as directed by the County

2.02 General Requirements

The Bidder will provide sludge hauling five days per week, 52-weeks per year. If Saturday hauling is required, the County will provide the Bidder 24-hours' notice. No hauling will be required on Sundays and the following six holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. Anticipate completion of loading into trailers by 2:00 p.m. to control odors and allow sufficient capacity for the following day's operations. Trailers will be loaded by County employees to the approximate weight requested by Bidder.

Landfill hours are Monday through Friday, 7:00 AM. until 2:30 PM; Saturday operation is 7:00 a.m. through 12 p.m. In order to mix the sludge with the proper amount of solid waste at the landfill, it must arrive as directed by DES in respect to daily treatment plant performance.

All work under this contract including scheduling required hauling will be coordinated with the Plant Operator. Production rates for dewatered sewage sludge are variable and dictated by weather and operating conditions, therefore the Plant Operator will inform the Bidder of the times of hauling and estimated amount to be hauled on a twice a week basis. The County shall inform the Bidder for the need to cease hauling 24-hours in advance under normal operating conditions and shall provide 24-hours' notice for the need to haul on Saturday. Saturday hauls shall be at the normal hauling rate. Under emergency conditions caused by weather or plant breakdown, the County shall notify the Bidder as soon as possible for the cancellation of hauling. The Bidder shall be responsible for proper coordination of work to maintain the schedule made with the Plant Operator. The Bidder shall notify the Plant Operator of any scheduling problems and promptly adopt means, including equipment and/or labor, as may be required to make up for lost time, all at no additional cost to the County.

2.03 Operational Requirements

A. Frank E. Van Lare WWTP Operations

The sludge out loading facility consists of four (4), 175 cubic yard hoppers which will temporarily store sludge prior to loading into trailers for hauling to Landfills. The sludge will be chemically treated to minimize odors at the WWTP and to minimize generation of new odors while the sludge is hauled and subsequently mixed with solid waste at the disposal sites.

The Bidder shall supply and dedicate four (4) hard covered trailers and four (4) tractors solely for use on this contract for the hauling of dewatered sewage sludge. The Bidder shall supply a list of equipment committed to this contract and a list of additional equipment available. All equipment shall be registered in the name of the Bidder.

DES has the ability for **two loadings** to occur simultaneously starting at 6:00 a.m. each weekday. Additional loadings will occur as prompted by the final disposal site's ability to properly place and cover sludge that will be delivered daily. During periods of hauling an anticipated daily minimum of ten (10), 32-ton loads may occur weekdays with up to ten (10) additional loadings as the plant requires. It shall be the Bidder's responsibility to adjust their start time each day to accommodate for weather, traffic conditions, treatment plant conditions, and landfill operating hours. The facility shall be available for loading by 6:00 a.m. each day.

Approximate annual tonnage shall be 90,000 tons for the FEV facility.

Once loaded, all trucks will go directly to disposal site without any staging of the trailer at an alternate site.

1. The average load weight shall be approximately 32-34 tons as permitted by New York State DOT regulations. The County shall pay a short load minimum of 25 tons.
2. If the County suffers equipment breakdown that does not permit the loading of trailers, the Bidder shall be compensated at the rate of \$56.00 per hour for each trailer that is delayed until the problem is corrected or hauling is cancelled. The Bidder will be notified as soon as possible for the resumption of hauling.
3. If for reasons beyond the control of the County, a load is turned away at any of the disposal sites, the Bidder shall be compensated at the rate of \$56.00 per hour for the return trip to FEV. The load must be returned immediately to FEV. There is no staging of trailers at any location other than FEV.
4. It is understood that the quantities listed are estimates only. There is not a guaranteed minimum annual quantity.

The County will be responsible for disposal cost.

B. Northwest Quadrant (NWQ) WWTP Operations

The sludge out loading facility consists of a continuous feed system which will load two trailers during the night shift for hauling to landfills. The third trailer will commence loading as soon as the first trailer leaves the facility. The sludge will be chemically treated to minimize odors at the WWTP and to minimize the generation of new odors while the sludge is hauled and subsequently mixed in with solid waste at the disposal sites.

DES has developed a schedule for **loadings** to occur continuously starting at 11:00 p.m. each weekday for delivery the following day. Additional loadings will occur as prompted by the final disposal site's ability to properly place and cover sludge that will be delivered daily. Historically, the anticipated frequency of hauling shall be three loads per day for two days of the week and two loads per day for three days of the week. It shall be the Bidder's responsibility to adjust their start time each day to accommodate for weather and traffic conditions. The anticipated times of loads leaving the County's generation site are 6:00 a.m.,

9:00 a.m. and 12:00 p.m.

The Bidder shall supply and dedicate three (3) watertight, tarped dump trailers and two (2) tractors solely for use on this contract for the hauling of chemically stabilized dewatered sewage sludge. All equipment shall be registered in the name of the Bidder. The Bidder shall supply a list of equipment committed to this contract and additional equipment available.

Approximate annual tonnage shall be 15,000 tons for the NWQ facility.

Once loaded all trucks will go directly to disposal site without any staging of the trailer at an alternate site.

1. The average load weight shall be approximately 32-34 tons as permitted by New York State DOT regulations. The County shall pay a short load minimum of 25 tons.
2. If the County suffers an equipment breakdown that does not permit the loading of trailers the Bidder shall be compensated at the rate of \$56.00 dollars per hour for each trailer that is delayed until the problem is corrected or hauling is cancelled. The Bidder will be notified as soon as possible for the resumption of hauling.
3. If for reasons beyond the control of the County a load is turned away at any disposal site, the Bidder shall be compensated at the rate of \$56.00 per hour for the return trip to NWQ. The load must be returned immediately to NWQ. There is no staging of trailers at any location other than NWQ.
4. It is understood that the quantities listed are estimates only. There is not a guaranteed minimum annual quantity.

C. **Alternative Disposal Sites**

The Bidder shall on this contract supply and dedicate three (3) hard covered trailers and three (3) tractors solely for use on this contract for the hauling of dewatered sewage sludge. The Bidder shall supply a list of equipment committed to this contract and a list of additional equipment available. All equipment shall be registered in the name of the Bidder.

Approximate annual tonnage shall be FEV - 26,000 tons, NWQ – 15,000 tons.

Once loaded all trucks will go directly to disposal site without any staging of the trailer at an alternate site.

1. The average load weight shall be approximately 32-34 tons as permitted by New York State DOT regulations. The County shall pay a short load minimum of 25 tons.
2. If the County suffers an equipment breakdown that does not permit the loading of trailers the Bidder shall be compensated at the rate of \$56.00 dollars per hour for each trailer that is delayed until the problem is corrected or hauling is cancelled. The

Bidder will be notified as soon as possible for the resumption of hauling.

3. If for reasons beyond the control of the County a load is turned away at any disposal site, the Bidder shall be compensated at the rate of \$56.00 per hour for the return trip to the originating site. The load must be returned immediately to the originating site. There is no staging of trailers at any location other than the original site.
4. It is understood that the quantities listed are estimates only. There is not a guaranteed minimum annual quantity.

The County will be responsible for disposal cost.

2.04 Routing FEV

All traffic from the Frank E. Van Lare WWTP shall exit via Lakeshore Boulevard.

For Mill Seat Landfill

East on Lakeshore Blvd. to
I-590 South to
I-390 North to
I-490 West to
Exit 2 NYS Route 33A (Bergen exit) to
East on Route 33A to
South on Brew Road to Mill Seat Landfill

Note: Except for the section of NYS Route 33A between I-490 and Brew Road, vehicles (full or empty) shall **NOT** travel on NYS Routes 33, 33A, 19 and 36 for the purpose of hauling to Mill Seat Landfill.

For High Acres Landfill

East on Lakeshore Blvd. to
I-590 South to
I-490 East to
East on Rt. 441 to
South on Rt. 250S to
Whitney Road to
Turk Hill Road to
Rt. 31F to Perinton Parkway
To High Acres Landfill

For Chaffee Landfill

East on Lakeshore Blvd. to
I-590 South to
I-490 East to
I-90 (NYS Thruway) West
Remaining route to Chaffee Landfill shall be determined by Bidder.

For Seneca Meadows Landfill

East on Lakeshore Blvd. to
I-590 South to
I-390 North to
I-90 (NYS Thruway) East
Remaining route to Chaffee Landfill shall be determined by Bidder.

2.05 Routing NWQ

All traffic from the Northwest Quadrant WWTP shall exit via Payne Beach Road.

For Mill Seat Landfill

South on Payne Beach Road which merges with Manitou Road
South on Manitou Road to
I-531 East to
I-490 West to
Exit 2 NYS Route 33A (Bergen Exit) to
Route 33A East to
Brew Road South to
Mill Seat Landfill

Note: Except for the section of NYS Route 33A between I-490 and Brew Road, vehicles (full or empty) shall NOT travel on NYS Routes 33, 33A, 19 and 36 for the purpose of hauling to Mill Seat Landfill.

For High Acres Landfill

South on Payne Beach Road which merges with Manitou Road
South on Manitou Road to
I-531 East to
I-490 East to
Rt. 441 East to
Rt. 250S South to
Whitney Road East to
Turk Hill Road South to
Rt. 31F East to
Perinton Parkway South to
High Acres Landfill

For Chaffee Landfill

South on Payne Beach Road which merges with Manitou Road
South on Manitou Road to
I-531 East to
I-490 West to
I-90 (NYS Thruway) West
Remaining route to Chaffee Landfill shall be determined by Bidder.

For Seneca Meadows Landfill

South on Payne Beach Road which merges with Manitou Road

South on Manitou Road to

I-531 East to

I-490 East to

I-90 (NYS Thruway) East

Remaining route to Seneca Meadow Landfill shall be determined by Bidder.

Note: There is currently one R-Rated bridge on Manitou Road. The Bidder shall abide by state D.O.T. laws as to weight limitations for the bridge.

It is the Bidder's responsibility to inform Monroe County of any road conditions that merit deviation from the established route. All waste shall be transported over designated routes approved by Monroe County and may not vary from the approved route unless permitted by DES. During the term of the contract if other sites are added, then a traffic route must be developed and approved by the County.

2.06 Equipment

Should Bidder not own equipment for the hauling of dewatered sludge, the Bidder shall submit for approval by the County the make and model of the proposed units prior to purchase by Bidder. The manufacturer of the units shall have been routinely producing similar units over the last 5 years.

It is solely the responsibility of the Bidder to ensure that the trailers utilized shall be watertight and properly covered when in transit. It is the Bidders responsibility to maintain water tightness at all times. For the purpose of hauling dewatered sewage sludge, the trailers shall also be equipped with a rigid cover. The material can be solid aluminum, solid fiberglass or solid steel. **VINYL COVERS WILL ONLY BE ACCEPTED FOR NWQ.** The covers of the trailers shall be pneumatically operated; two leaf design running the length of the trailer as per the supplied drawings and must comply with the discharge configuration of the County's generator facility as per the supplied drawings.

Trucks and trailers will be inspected daily by plant operators before the first loading for:

- a. Cleanliness
- b. Appearance (trucks and trailers with large noticeable damage)
- c. Tire condition
- d. Proper operation of pneumatic cover
- e. Proper operation of tailgate
- f. Intact trailer liner
- g. Loose tailgate seals

Unapproved trucks and/or trailers will not be loaded until conforming and released for loading.

The Bidder is responsible to maintain both trailers and tractors by washing off excessive material before leaving loading site. A preshipment inspection by the Bidder and plant operator must be completed to assure vehicle, contents and trailer meet all requirements for transportation over the roadways. A vehicle that does not meet these requirements will not be allowed to leave the facility. In addition the Bidder shall scrape any sludge from the exterior of the tractor, trailer and wheels before

leaving all landfills. During inclement weather the County may direct that the trailers be stored inside. The County will store two units at the loading facility. To prevent freezing it shall be the Bidders responsibility to provide to the County the location of, as well as demonstrate the ability to provide heated, weatherproof storage for the remaining units required for hauling.

2.07 Disposal Sites

The Mill Seat Landfill and High Acres Landfill will be primary disposal sites. Chaffee Landfill and Seneca Meadows will be alternate disposal locations only as directed by the County. The Bidder shall operate and abide by the disposal facilities Policy and Procedures, as updated periodically. This shall include, but is not limited to, daily and holiday operating hours, weighing, traffic patterns and speed limits, working force procedures and weather related closures/circumstances.

If for any reason the material can not be disposed of at the designated disposal site that working day the vehicle must return to the generator site. At that time County management will be notified and arrange for its removal. If the cause of the undelivered load is not due to the Bidder's equipment or performance failure, the Bidder shall be compensated at an hourly rate of \$56.00 per hour for the duration of the removal process only. This will be in addition to the rates outlined in Section 2.03 Operation Requirements. The vehicle must follow the same routing in reverse. In the event the sludge cannot be hauled to the listed sites then the County shall direct the Bidder deliver the loads to any designated disposal site within a 75 mile radius of either FEV or NWQ. All waste shall be transported over designated routes approved by Monroe County and may not vary from the approved route unless roadways are closed for repair or police enforcement deviation. The Bidder must keep the County apprised of all deviations from designated hauling routes.

3.00 GENERAL CONDITIONS

- A. The Bidder must submit to the County, within 10 days of award of this contract, the performance bond, any hauling permits that may be required, proper registration, and proof of insurance for vehicles to be used in hauling. Failure to do so will result in immediate termination of the contract. **The successful Bidder must carry at least one million dollars of environmental pollution liability insurance. Vehicles used to transport shall be equipped and operated in full compliance with all State and Federal Laws, and shall be appropriately permitted by the New York State Department of Transportation and the New York State Department of Environmental Conservation.**
- B. The County may terminate the contract, at Bidder's expense, upon nonperformance of the contract with ninety (90) days written notice.

3.01 Hard Cover Aluminum Trailer Description (typical)

- A. Length: shall not exceed **38 feet** with minimum 55 cubic yard water level load capacity and a maximum 65 cubic yard water level load capacity.
- B. Width: maximum **102"** outside dimension.

- C. Overall height: shall not exceed 15 feet with the two leaf top covers open. Sidewall liners shall be ¼" HMW polyethylene.
- D. Trailer shall be equipped with Dirt Shedders.
- E. Lifting boom shall be long enough to achieve maximum dump angle.
- F. Tailgate: Shall be the same height as the top rail. Tailgate is to be hinged on the passenger side with no less than three (3) pairs of side swing hinges of (3-2-3 design). Hinges are to include mechanical latches on the top and bottom. One safety chain and winder with key hole on the passenger side of the trailer.
- G. Floor: solid with minimum of 1/4" and welded with a continuous bead to sidewalls. Floor liner shall be ⅜" HMW polyethylene.
- H. Fifth Wheel Plate: 5/16" steel plate with a 2" SAE pin set at 48".
- I. Marker Lights: Must have Three (3) lights top and bottom, on each side.
- J. Midmount Turn Signal: Must have a large directional arrow turn signal mounted in an aluminum bracket located mid body on each side.
- K. Light Panel: Combination lights on back, turn, and stop.
- L. Electrical: A 12-volt system with a 7-way connector on the trailer front.
- M. Mud Flaps: To be located ahead and behind the suspension and in front of the trailer.
- N. Hydraulic Hoses: Shall be 1" diameter x 108" long with quick disconnect couplers. Fitting shall be "WING NUT" type. High-pressure fitting shall be 1" Male. Low-pressure fittings shall be 1" Female.
- O. Controls: Manual controls are to be body mounted.

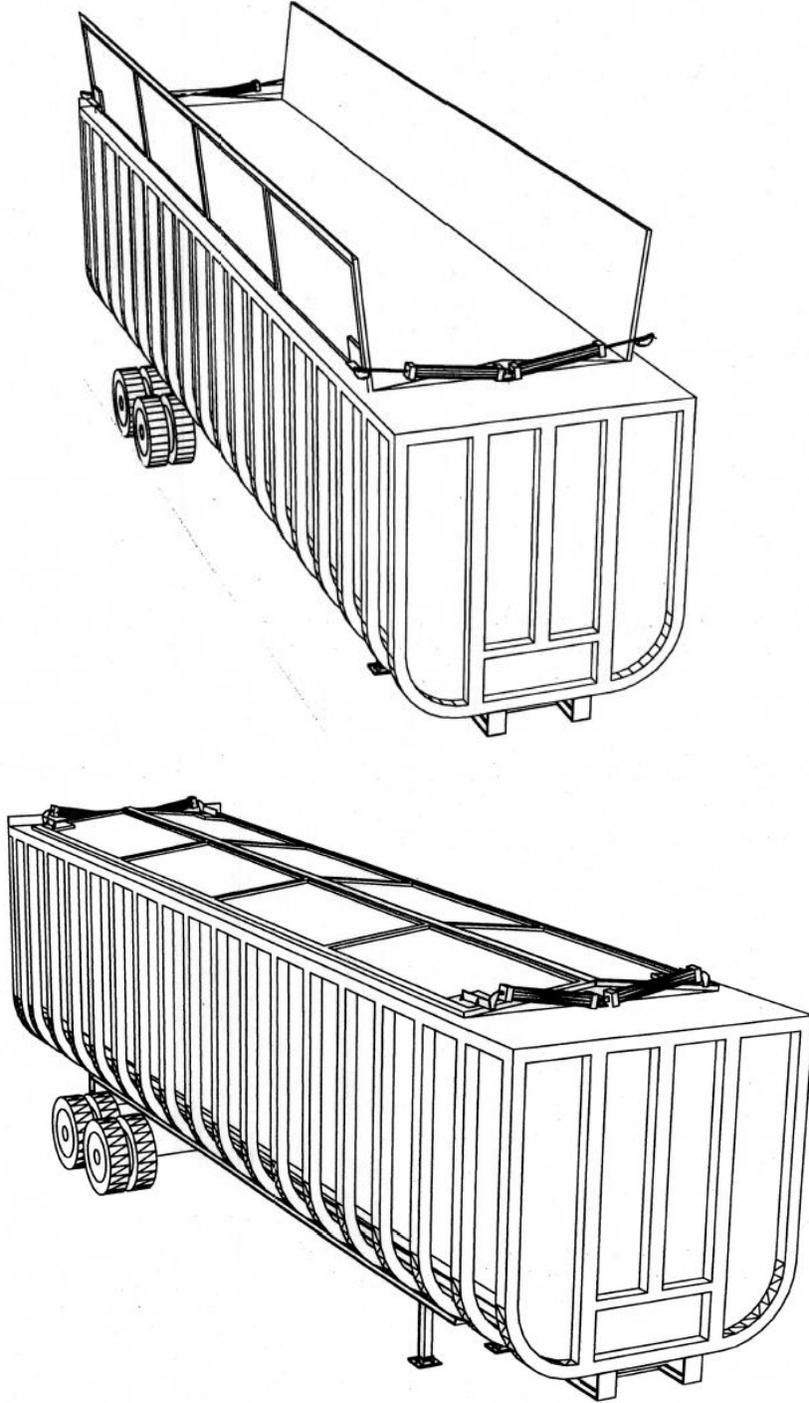
3.02 NWQ Aluminum Trailer description (typical)

- 1. Length: shall not exceed **38 feet** with minimum 50 cubic yard water level load capacity and a maximum 60 cubic yard water level load capacity.
- 2. Width: maximum **102"** outside dimension.
- 3. Overall height: shall not exceed 14'8".
- 4. Trailer shall be equipped with Dirt Shedders.
- 5. Lift boom shall be long enough to achieve maximum dump angle.

6. Tailgate: Shall be the same height as the top rail. Tailgate is to be hinged on the passenger side with no less than three (3) pairs of side swing hinges of (3-2-3 design). Hinges are to include mechanical latches on the top and bottom. One safety chain and winder with key hole on the passenger side of the trailer.
7. Floor: solid with minimum of 1/4" and welded with a continuous bead to sidewalls. Floor liner shall be 3/8" HMW polyethylene.
8. Fifth Wheel Plate: 5/16" steel plate with a 2" SAE pin set at 48".
9. Marker Lights: Must have three (3) lights top and bottom, on each side.
10. Midmount Turn Signal: Must have a large directional arrow turn signal mounted in an aluminum bracket located mid body on each side.
11. Light Panel: Combination lights on back, turn, and stop.
12. Electrical: A 12-volt system with a 7-way connector on the trailer front.
13. Mud Flaps: To be located ahead and behind the suspension and in front of the trailer.
14. Hydraulic Hoses: Shall be 1" diameter x 108" long with quick disconnect couplers. Fitting shall be "WING NUT" type. High-pressure fitting shall be 1" Male. Low-pressure fittings shall be 1" Female.
15. Controls: Manual controls are to be body mounted.
16. All trailers must have a functional tarp cover, be secure and maintained in good working condition.

4.00 Trailer Drawings

NOTE: Drawings are provided simply to demonstrate an example of the 2 door enclosure design.



**BP1002-13
DEWATERED SEWAGE SLUDGE HAULING**

UNIT PRICE SHEET

Note: It is understood that the quantities listed are estimates used solely for the purposes of establishing low bidders. There is no guaranteed minimum annual quantity.

LOCATION 1: Frank E. Van Lare WWTP

Disposal Locations – Mill Seat or High Acres

Price per ton \$ _____ x 90,000 tons = \$ _____
LOCATION 1 TOTAL

LOCATION 2: Northwest Quadrant WWTP

Disposal Locations – Mill Seat or High Acres

Price per ton \$ _____ x 15,000 tons = \$ _____
LOCATION 2 TOTAL

LOCATION 3: Alternative Disposal Sites:

FEV to Chaffee Landfill:

Price per ton \$ _____ x 26,000 tons = \$ _____

FEV to Seneca Meadows Landfill:

Price per ton \$ _____ x 26,000 tons = \$ _____

NWQ to Chaffee Landfill:

Price per ton \$ _____ x 15,000 tons = \$ _____

NWQ to Seneca Meadows Landfill

Price per ton \$ _____ x 15,000 tons = \$ _____

Total for Location 3 = \$ _____
LOCATION 3 TOTAL

The County reserves the right to add facilities not mentioned with the mutual agreement of the County and the Bidder at the quoted per ton pricing.

PLEASE TRANSFER TOTALS FOR LOCATIONS 1, 2 AND 3 TO THE PROPOSAL PAGE.

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.