CONTRACT DATA SHEET

Monroe County Division of Purchasing
200 County Office Building, Rochester NY 14614

TITLE:	CONSTRUCTION CASTINGS
CONTRACT #:	0804-09 (4700006596)
CONTRACT DATES:	08/19/09 – 08/31/14
BUYER: **PHONE:** **FAX:**	Sharon A. Berndt 585/753-1110 585/753-1104
VENDOR(S):	Syracuse Castings P.O. Box 1821 Cicero, NY 13039 Ph: 315-699-2601 Fax: 315-699-2982

TERMS AND CONDITIONS

BID ITEM:	**CONSTRUCTION CASTINGS**
FOR:	Department of Environmental Services
DEPARTMENT CONTACT:	Dale Adams, (585) 753-7622
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. **COPIES AND FACSIMILES ARE NOT ACCEPTABLE.** All bidders must submit proof that they have obtained the required **Workers' Compensation** and **disability benefits** coverage or proof that they are exempt.
SPECIFICATION ALTERATIONS:	Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. **Only formal written addenda can materially alter this set of specifications**. No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.
QUANTITIES:	The quantities listed are the estimated annual requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term.
BRAND REFERENCE:	References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.

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

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

CONTRACT TERM: Contract will start with the date of the contract award and run through **August 31, 2010**, 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**.

DELIVERY: All deliveries to be F.O.B. Monroe County to agency as specified by a Purchase Order. Delivery costs must be built into the unit prices bid. Deliveries must be made within **two (2) weeks** after receipt of purchase order number. The County reserves the right to terminate the contract in the event the specified delivery time is not met.

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

BILLING PROCEDURE:

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

WARRANTY/ GUARANTEE:

All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of one (1) year from date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship, which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

UNCONTEMPLATED PURCHASES:

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

SUBCONTRACT:

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

RELATED ITEMS:

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

REPORT OF PURCHASE:

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

OTHER AGENCIES:

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

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

Terms & Conditions-Term Contract-Commodity-Single Award.doc (8/03)

BP #0804-09
CONSTRUCTION CASTINGS
SPECIFICATIONS

1.00 GENERAL

1.01 SCOPE:

The Monroe County Department of Environmental Services is seeking a qualified bidder to provide **CONSTRUCTION CASTINGS.** It is the intent of these specifications to describe **CONSTRUCTION CASTINGS** suitable for use at sites throughout the County. The units bid shall be new and unused.

Notwithstanding the details presented in these specifications, it is the responsibility of the bidder to verify the completeness of material lists and suitability of devices to meet the intent of the specifications. It is understood that **CONSTRUCTION CASTINGS**, satisfactory to the County, are required.

1.02 QUALIFICATIONS OF EQUIPMENT MANUFACTURER:

Consideration will be given only to products of manufacturers who can demonstrate that their product complies with the specifications. The technical information submitted by the bidder must address how the proposed equipment meets these specifications. Consideration will be given only to vendors who can demonstrate that their equipment, background and technical abilities comply with the specifications. The County shall have the sole responsibility for determining from the information submitted by the low bidder if the proposed equipment meets the specifications. Should the apparent low bidder fail to meet the requirements of the specifications as determined by the County's review, the bid shall be rejected and the next low bidder shall be considered. The County may require additional supplementary information during the review process. The bidder's technical specifications must provide sufficient detail to permit an evaluation of the proposed equipment but shall not be considered as satisfying the requirements for the submission of manuals.

1.03 CONTACT PERSON:

Dale Adams
Monroe County Department of Environmental Services
Rochester Operations Center **(ROC)**
444 East Henrietta Road
Building 15
Rochester, NY 14620
(585) 753-7622 – Office
e-mail: dadams@monroecounty.gov

1.04 CODES/STANDARDS

The Contractor shall comply with the following codes and standards.

a. **OSHA** - Occupational Safety & Health Act

b. **ASTM** - American Society for Testing & Materials

c. **ANSI** - American National Standards Institute

d. Applicable state and local regulations and standards

1.05 ESTIMATED QUANTITIES:

The quantities listed are **estimated annual quantities** for Monroe County and should not be construed to represent guaranteed maximum or minimum quantities to be purchased during the contract term. All payments will be made for actual quantities purchased based on the unit price.

2.00 MATERIALS OF CONSTRUCTION:

2.01 CASTINGS:

All cast iron castings shall conform to ASTM A48 class 30B and shall be as manufactured by Syracuse Castings or County-approved equal. Castings shall conform to pattern in form and dimensions with component parts fitting together in a satisfactory manner. Dimensional tolerances shall not exceed ± 1/16th inch per foot and casting weights deviation shall not exceed ± 5%. All castings shall be free from pouring faults, sponginess, cracks, blowholes and other defects. Heavy duty round manhole frames, covers and grates shall be furnished with machined horizontal bearing surfaces. All other types of castings shall be furnished with a cast-bearing surface unless otherwise specified. All covers shall be designed to resist the 20 KIP wheel load of A.A.S.H.T.O. H-S25 loading. Manhole covers shall have 2 blind pick holes. Covers shall have a crosshatch pattern as per supplied drawing. Units shall have embossed text on top surface as per supplied drawing. Supplied drawings are for "typical" units.

2.02 FABRICATED MATERIALS:

Steel products shall be as manufactured by Syracuse Castings or approved equal and shall fit component parts in a satisfactory manner. Steel shall conform to ASTM A36 (36KSI Yield strength) or ASTM A529 grade 50 (50KSI Yield strength) as required to achieve adequate design strength. All units intended for use in roadways shall be designed to resist the 20 KIP wheel load of A.A.S.H.T.O. H-S25 loading. All fabricated products shall be galvanized after fabrication and shall conform to ASTM 123.

BP0804-09
CONSTRUCTION CASTINGS
UNIT PRICE SHEET

MM#	DESCRIPTION	UOM	UNIT PRICE
1026541	CATCH BASIN FRAME, 17" X 24", PATTERN #3502 FRAME ONLY WITH CONTINUOUS SEAT AROUND FRAME	EACH	$266.76
1004552	CATCH BASIN GRATE, 17" X 24", PATTERN #3502 GRATE ONLY	EACH	$100.62
1004529	24" DIAMETER PLATEN MANHOLE COVERS, STANDARD PURE ATERS (SYRACUSE CASTING #1007) WITH BLIND PICK HOLES (SEWER)	EACH	$79.56
1025535	24" DIAMETER PLATEN MANHOLE COVERS, STANDARD PURE WATERS (SYRACUSE CASTING #1007) WITH BLIND PICK HOLES (I/E)	EACH	$79.56
1004534	24" DIAMETER PLATEN MANHOLE COVERS, STANDARD PURE WATERS (SYRACUSE CASTING #1007) WITH BLIND PICK HOLES (STORM)	EACH	$79.56
1024962	24" DIAMETER PLATEN MANHOLE COVERS, STANDARD PURE WATERS (SYRACUSE CASTING #1007) WITH BLIND PICK HOLES (MCPW-FIBER)	EACH	$79.56
1004539	24" DIAMETER VENTED GRATE STANDARD PURE WATERS (SYRACUSE CASTING #1182)	EACH	$92.43
1004556	24" DIAMETER MANHOLE FRAME ONLY, 7" HIGH STANDARD PURE WATERS (SYRACUSE CASTING #1032)	EACH	$112.32
1004563	24" DIAMETER MANHOLE FRAME ONLY, 9" HIGH STANDARD PURE WATERS (SYRACUSE CASTING #1008470)	EACH	$145.08
1004568	24" DIAMETER MANHOLE FRAME ONLY, 3" HIGH STANDARD PURE WATERS (SYRACUSE CASTING #1007A)	EACH	$76.05
1004596	MANHOLE EXTENSION RING, CAST IRON 2" HIGH FOR 24" DIAMETER STANDARD PURE WATERS FRAME #1007-260	EACH	$84.24
1004603	MANHOLE EXTENSION RING, CAST IRON 3" HIGH FOR 24" STANDARD PURE WATERS FRAME #1007-262	EACH	$114.66
1004544	24" DIAMETER PLATEN MANHOLE COVER ONLY, STANDARD PURE WATERS WITH STANDARD PURE WATERS CAM LOCKING DEVICE. PATTERN #1452	EACH	$109.98

MM#	DESCRIPTION	UOM	UNIT PRICE
1004590	24" DIAMETER CAST IRON "WATERTIGHT" MANHOLE FRAME AND COVER #6530 WITH #1007805PC COVER	SET	$356.85
1004608	RETICULINE TYPE FRAME AND GRATE. NEW YORK STATE DOT STANDARD SPEC TYPE #1	SET	$210.60
1015491	RETICULINE TYPE FRAME ONLY. NEW YORK STATE DOT STANDARD SPEC TYPE #1	EACH	$81.90
1015492	RETICULINE TYPE GRATE ONLY. NEW YORK STATE DOT STANDARD SPEC TYPE #1	EACH	$180.01
1004613	RETICULINE TYPE FRAME AND GRATE. NEW YORK STATE DOT STANDARD SPEC TYPE #3	SET	$283.16
1015493	RETICULINE TYPE FRAME ONLY. NEW YORK STATE DOT STANDARD SPEC TYPE #3	EACH	$95.94
1015494	RETICULINE TYPE GRATE ONLY. NEW YORK STATE DOT STANDARD SPEC TYPE #3	EACH	$187.22
1004619	RETICULINE TYPE FRAME AND GRATE. NEW YORK STATE DOT STANDARD SPEC TYPE #6	SET	$275.18
1015495	RETICULINE TYPE FRAME ONLY. NEW YORK STATE DOT STANDARD SPEC TYPE #6	EACH	$86.58
1015496	RETICULINE TYPE GRATE ONLY. NEW YORK STATE DOT STANDARD SPEC TYPE #6	EACH	$188.60
1004623	RETICULINE TYPE FRAME AND GRATE. NEW YORK STATE DOT STANDARD SPEC TYPE #9	EACH	$286.54
1015497	RETICULINE TYPE FRAME ONLY. NEW YORK STATE DOT STANDARD SPEC TYPE #9	EACH	$88.92
1015498	RETICULINE TYPE GRATE ONLY. NEW YORK STATE DOT STANDARD SPEC TYPE #9	EACH	$197.62
1004628	RETICULINE TYPE FRAME AND GRATE. NEW YORK STATE DOT STANDARD SPEC TYPE #11	SET	$345.27
1015499	RETICULINE TYPE FRAME ONLY. NEW YORK STATE DOT STANDARD SPEC TYPE #11	EACH	$106.47
1015500	RETICULINE TYPE GRATE ONLY. NEW YORK STATE DOT STANDARD SPEC TYPE #11	EACH	$238.80

MM#	DESCRIPTION	UOM	UNIT PRICE
1026492	48" DIAMETER FRAME AND COVER WITH 24" OFFSET COVER, STANDARD PURE WATERS WITH 4 BOLTS AS A LOCKING DEVICE AND 7/8" - 1" HOLES IN 4 OF THE GUSSETS. (SYRACUSE CASTINGS PATTERN #4431)	SET	$1752.66
1026542	18" DIAMETER MANHOLE FRAME AND COVER PATTERN #9590	SET	$146.25
1004641	RECTANGULAR GALVANIZED STEEL, BEHIND THE CURB FRAME AND BOLTED COVER TYPE "D" (SYRACUSE CASTINGS #9907)	SET	$801.45
1004577	30" DIAMETER MANHOLD FRAME AND COVER, 6-1/2" HIGH WATERTIGHT, PATTERN #6544 WITH OUTSIDE 30" COVER	SET	$520.65
1032209	GALVANIZED STEEL REPLACEMENT GRATE, HOT DIPPED, 13-1/4” X 19-1/2”, ITEM: CITY ROC-STL	EACH	$102.96

MONROE COUNTY PURCHASING
Vendor Performance Survey

Contract Title: _____

Contract Number: _____

Vendor: _____

Please rank the vendor performing the contract specified on a scale from “1" to “10" with “1' being poor, “5" average and “10" excellent. Please include any additional comments or suggestions in the space provided below. Monroe County Purchasing appreciates your input.

	Poor				Average					Excellent
	1	2	3	4	5	6	7	8	9	10
Item(s) supplied met specifications										
Product provided value (taking into account price, quality, etc.)										
Timeliness of delivery										
Completeness and accuracy of order										
Ability to contact representatives of vendor when needed? (If unavailable was call back prompt?)										
Invoices received promptly and accurately										
Recommendations received from the vendor (i.e. product information, cost saving strategies, ideas for better use of resources, etc.)										

Survey Completed by:

Name:_____

Title:_____

Agency:_____

Telephone: _____ Fax: _____

E-mail: _____

Please submit this survey to Monroe County Purchasing.