



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: 0601-20

BID TITLE: FURNISH AND INSTALL PARTS
FOR HANGAR 9A DOOR

BUYER: Catherine Shafer

BID TIME: 11:00 AM

PHONE: (585) 753-1183

BID DATE: WEDNESDAY, JUNE 24, 2020

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

ITEM AND/OR GROUP NO.	ESTIMATED ANNUAL QUANTITY	ARTICLES OR SERVICES	UNIT PRICE	EXTENSION
	1	FURNISH AND INSTALL PARTS FOR HANGAR 9A DOOR Per attached Specifications <i>PLEASE SUBMIT ONE (1) ORIGINAL AND ONE (1) COPY OF BID PROPOSAL AT TIME OF BID OPENING.</i>		TOTAL _____

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: _____

Colleen D. Anderson, Purchasing Manager, Monroe County

CRB

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 certifies, 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 (3) 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 (3) year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

**CERTIFICATION REGARDING MONROE COUNTY PROCUREMENT POLICY
AND CONSEQUENCES FOR VIOLATION**

The undersigned certifies, to the best of his/her knowledge and belief, that the Contractor and its principals:

5. Have read and understand the Monroe County Procurement Policy and agree to abide by its terms (<http://www2.monroecounty.gov/purch-overview.php>);
6. Understand that any violation of the Monroe County Procurement Policy may result in the exclusion of any response to a public bid, Request for Proposals (RFP) or Request for Qualifications (RFQ) submitted on our behalf; and
7. Understand that any contract or agreement entered into subsequent to a violation of this policy during the procurement process is null and void.

Date: _____

[Print Name of Contractor]

By: _____
[Signature]

[Print Name]

[Print Title/Office]

TERMS AND CONDITIONS

BID ITEM: **Furnish and Install Parts for Hangar 9A Door**

FOR: **Monroe County Airport**

PURCHASING CONTACT: **Catherine Shafer, (585) 753-1183; cshafer@monroecounty.gov**

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.

Catherine Shafer
Monroe County Division of Purchasing
200 County Office Building
39 West Main Street
Rochester, NY 14614

All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later than noon (12:00 PM Eastern Standard Time) on **Wednesday, June 15, 2020.**

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 **Friday, June 17, 2020.**

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 Insurance** coverage or **PROOF** that they are exempt. (**Visit www.wcb.ny.gov for forms.**)

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.

WAGE RATES:

Contractor agrees to comply with the provisions of the New York State Labor Law relating to the payment of prevailing wage rates to the extent that such rules may be applicable to the Contractor. Wage rates may be obtained at www.labor.state.ny.us. **Refer to NYS Wage Schedule PRC# 2020005685 developed for this project.**

BRAND REFERENCE:

References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.

QUALIFIED BIDDER:

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

**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.** Contractor must be prepared to begin project within **three (3) weeks ARO.**

Purchase Order may be adjusted to accommodate unforeseen conditions that may arise within the original scope of work.

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.

MATERIAL COSTS:

All materials for any additional work, if needed, shall be itemized on each invoice and billed at **five (5) percent** above the Contractor's cost. Each item must include the full description including manufacturer, stock number and unit price as well as a copy of the invoice paid. The County will reimburse the Contractor for incoming freight charges for items needed for emergency repairs. There will be no surcharge for freight. The County reserves the right to audit the Contractor's records to determine that the County is being charged no more than **five (5) percent** over the Contractor's cost.

**WARRANTY/
GUARANTEE:**

All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods/services for a period of two (2) years 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 two (2) year period. All labor, parts and transportation shall be at Bidder's expense.

**SECURITIES AND
INSURANCE:**

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

**COMPLIANCE WITH
THE LAW:**

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

SUBCONTRACT:

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

INDEMNIFICATION:

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

INSTALL AND FURNISH REPLACEMENT AT HANGER 9A DOOR AND PARTS

BP601-20

ITEM #1: (8) IDLER WHEEL REPLACEMENT

- ALL 20 CAST WHEELS ARE IN GOOD ALIGNMENT BUT SHOW SIGNIFICANT WEAR AND DEFORMATION. IT IS RECOMMENDED ALL WHEELS BE REPLACED.
- THE CURRENT BALL BEARING ASSEMBLIES WILL BE REPLACED WITH A STANDARD TAPERED BEARING CONFIGURATION.

ITEM #2: REPLACE WEATHER SEALS

- ALL EXTERNAL HORIZONTAL SEALS WERE FOUND TO BE WORN AND CRACKED, INCLUDING THE RETURNS. BOTTOM HORIZONTAL SEALS ARE NOT SEALING AND ARE RECOMMENDED TO BE REPLACED.
- THE CENTER SEALS HAVE SIGNIFICANT RIPS AND TEARS AND ARE RECOMMENDED TO BE REPLACED.
- ALL EXTERNAL VERTICAL SEALS WERE FOUND WORN AND DRY, INCLUDING THE RETURNS. GDMS RECOMMENDS REPLACING ALL VERTICAL SEALS INCLUDING THE JAMB SEALS.

ITEM#3: RUBBER TIRE REPLACEMENTS

- BOTH RUBBER TIRES ON EACH OPERATOR ARE RECOMMENDED TO BE REPLACED AND CHECKED FOR PROPER DOOR OPERATION.

ITEM #4: INSULATION REPAIR

- RIGID INSULATION ON DOOR PANEL #5 NEEDS REPAIR.

ITEM #5: RECOMMENDATIONS

- GDMS RECOMMENDS ALL SAFETY ALARMS AND STROBES BE RECONNECTING FOR PROPER OPERATION.
- OPEN/CLOSE LIMIT SWITCH NEEDS REPAIR.

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 Seven Hundred and Fifty Thousand and no/100 Dollars (\$750,000.00) 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 Seven Hundred and Fifty Thousand and no/100 Dollars (\$750,000.00) 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.

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 know as the Disability Benefits Law (Chapter 600 of the Laws of 1949) and amendments hereto. (www.wcb.ny.gov)

Worker's Comp Forms: Obtain one (1) of the following from (www.wcb.ny.gov)

- 1) C-105.2 (or U-26.3)
- 2) SI-12 (or GSI 105.2)
- 3) CE-200 (Exempt Form)

Disability Benefits Insurance: Obtain one (1) of the following from (www.wcb.ny.gov)

- 1) DB-120.1
- 2) DB-155
- 3) CE-200 (Exempt Form)

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.

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s) representative or producer and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DO NOT SUBMIT WITH BID PROPOSAL

GENERAL SPECIFICATIONS

MONROE COUNTY PURCHASING & CENTRAL SERVICES

200 COUNTY OFFICE BUILDING
39 WEST MAIN STREET, ROCHESTER, NEW YORK 14614
585-753-1100
mcpurchasing@monroecounty.gov

I. FOREWARD

This document contains the General Specifications of the Monroe County Division of Purchasing and Central Services and supersedes any previous issue. The definitions and conditions contained herein apply to all public bids and contracts awarded by the Monroe County Division of Purchasing and Central Services.

II. DEFINITIONS

Political Subdivision: A municipal corporation, school district, district corporation or board of cooperative educational services.

Bid: An offer to furnish a described commodity or public work at a stated price in accordance with the Proposal and Specifications.

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 the Monroe County Legislature.

Controller: Controller of the County of Monroe.

County: Monroe County.

Group: A classification of Commodities.

Late Bid: A Bid received in the Office of Purchasing and Central Services, whether in person, by mail or delivery service, after the time and date established in the Bid Specifications and legal notice for the Bid opening.

Purchasing Manager: Manager of Purchasing and Central Services for Monroe County.

Notice of Contract Award: The official notification of a Bid award from the Purchasing Manager to the successful Bidder.

Proposal: The form which, when issued by the Purchasing Division, constitutes an invitation to Bid on the commodity or work described therein and which, when completed by the Bidder, constitutes his/her Bid to the County to furnish such commodity or work.

Purchase Order: The official form used by Monroe County when placing an order for materials, equipment, supplies or work with a Contractor and which constitutes a contract between the County and a Contractor.

Specifications: Description of a commodity or work and the conditions for its purchase.

DO NOT SUBMIT WITH BID PROPOSAL

III. 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 Manager.
3. All Bids must be submitted to the Office of Purchasing and Central Services 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 the 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. Bidders shall submit one (1) Bid which shall include alternates, if any. Bidders shall not submit multiple Bids in response to the same Proposal. Multiple Bids from the same Bidder may be grounds for Bid rejection.
7. 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.
8. No alteration, erasure or addition to the Specifications or the Proposal shall be made.
9. In all Specifications or Proposals, the words "or equal" are understood to appear after each commodity giving the manufacturer's name, catalog reference or 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 Specifications of the commodity Bidder proposes to furnish. Otherwise, the Bid will be construed as submitted on the identical commodity described in the Specifications.
10. 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.
11. 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 the minimum number of items specified in the Bid documents may have his/her Bid declared incomplete or nonresponsive, and the Purchasing Manager has the discretion to reject the Bid.
12. 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. If there is a discrepancy in any unit price Bid between the numerical unit prices and the written unit prices, the written unit prices shall govern. Prices must be extended in decimals, not fractions.
13. Prices must be net, including transportation and delivery charges fully prepaid by Contractor to the destination(s) indicated in the Proposal, subject only to a cash discount, if applicable. 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.
14. 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.
15. All Bids will be opened and read publicly at the time and place set forth in the Proposal and legal notice thereof.

DO NOT SUBMIT WITH BID PROPOSAL

16. All Bids will be time/date stamped as proof of receipt. Bids received at the Office of Purchasing and Central Services after the time specified for Bid opening will be returned to the Bidder unopened. The Bidder assumes the risk of any delay in the United States Postal Service, in any other delivery service, or in the handling of the Bid by any employee of the County. Whether sent by the United States Postal Service, other delivery service, or by personal delivery, the Bidder assumes the responsibility for having the Bid submitted on time. The time clock located in the Office of Purchasing and Central Services is designated the official timepiece for submission of Bids. **A Late Bid will be rejected and cannot be considered in awarding a contract.**

IV. SAMPLES

17. 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.
18. 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 Purchase Order at the expense of the Contractor.
19. When samples are required, failure to submit them in accordance with instructions may be sufficient cause for rejecting a Bid or canceling an award.
20. When an accepted sample exceeds the minimum Specifications, all Commodities delivered will be of the same quality and identity as the sample.
21. 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.
22. 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.
23. 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.
24. Samples may be held by the County during the entire term of the contract for comparison with deliveries.
25. 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/her 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.
26. Cash discounts will not be considered as a basis for award in any contract.

V. AWARDS

27. 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 are sufficient to ensure 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 terms and conditions of the Proposal and the 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

DO NOT SUBMIT WITH BID PROPOSAL

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.

28. Contracts shall be awarded to the lowest responsive and responsible Bidder. Responsiveness is determined by taking into consideration the qualities of the articles proposed to be supplied and their conformity with the Specifications. Responsibility is determined by taking into consideration the Bidder's qualifications and their capacity and ability to meet the terms of the contract, including any historical performance record the Bidder may have with the County.
29. 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.
30. 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.
31. 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.
32. If two or more responsible Bidders submit identical Bids as to price, and all other terms and conditions are identical, preference may be given to a Bidder whose place of business is within Monroe County. Otherwise, the Purchasing Manager shall have sole discretion in making the Bid award, or all Bids may be rejected and new Bids sought by re-advertisement.

VI. CONTRACTS

33. All contracts awarded by the Purchasing Manager shall be executory only to the extent that funds are available to each department for the purchase of the work or commodity.
34. 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.
35. Unless otherwise specified, the quantities listed in the Proposal are subject to change to conform to department requirements.
36. 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%.
37. Unless terminated or cancelled by the Purchasing Manager pursuant to the authority vested in such office, contracts will remain in force for the period specified.
38. All Purchase Orders must be in writing and must bear the appropriate contract number and the approval of the Purchasing Manager.
39. 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.
40. 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.)

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41. 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.
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 for the locality where the contract work is executed. 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.

VII. 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 Order 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 County 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, bailing 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 County department unless otherwise stated in the Proposal or Specifications.
48. Commodities shall be purchased as Freight on Board (FOB) Destination and shall include all shipping, delivery and/or transportation charges. Delivery is not complete until Commodities have been received and accepted by the ordering 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 ordering department 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.

VIII. DEPOSITS

50. Unless otherwise expressly indicated, the County will refund the full amount of the specification deposit for one (1) set of Plans and Specifications submitted by each **unsuccessful Bidder** whose Bid is accompanied by the required Bid security, upon the proper return of one (1) set of Plans and Specifications within thirty (30) days of the Bid award or rejection of all Bids.
51. The County will return the full amount of the specification deposit submitted by the **successful Bidder** for one (1) set of Plans and Specifications.
52. **Partial reimbursement**, in an amount equal to the full amount of the deposit for one set of Plans and Specifications per unsuccessful Bidder or non-Bidder less the cost of reproducing the Plans and Specifications (half of the deposit amount) shall be made for the return of all other copies of the Plans and Specifications in good condition within thirty (30) days of contract award or rejection of all Bids.

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53. Unless otherwise expressly indicated, bid deposits are considered earnest money 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.

IX. PAYMENTS

54. Payments will be made by the Controller after presentation of an invoice and a properly completed goods receipt and/or voucher by the ordering Department.
55. 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.
56. 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 Specifications 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.
57. 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 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 was made to the County of Monroe, an exempt organization under §1116 (a) (1) of the New York 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 New York State Truck Mileage, Unemployment Insurance or Federal Social Security Taxes. This exemption does not apply to materials not incorporated into the work of a Public Works Contract.

X. GUARANTEES BY CONTRACTOR

58. Contractor hereby guarantees:
- (a) To hold 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 un-copyrighted 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 to give all notices and comply 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.
59. Statement of Non-collusion in Bids and Proposals to Political Subdivisions of the State (NY GML 103-d)
- 1. 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

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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 this 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 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).
2. 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 directors 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.

60. 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.

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- (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 of 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. Contractor will furnish all information and reports deemed necessary by the State Division of Human Rights under these non-discrimination clauses and such sections of the Executive Law and will permit access to said books, records and accounts by the State Division of 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 of 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 Contractor satisfies the New York State Division of 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 of 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

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York.

61. Workers' Compensation. Contractor will secure Workers' 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 Workers' Compensation Law and also provisions of Article 9 of the Workers' Compensation Law known as the Disability Benefits Law. The contract shall be void and of no effect unless the Contractor complies with these provisions.

XI. CANCELLATION OF CONTRACT

62. 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.
63. A contract may be cancelled at the Contractor's expense upon forty-five (45) days written notice by the County or immediately upon nonperformance of the contract, whichever is in the best interest of the County.

XII. DRAWINGS

64. Rough and/or shop drawings shall be furnished as deemed necessary and required by the Specifications. Such drawings shall be consistent with the contract documents and shall be considered as forming part of the Specifications and the contract to which they relate.
65. All lettering on the drawings shall be considered a part of the drawings.
66. Approval by the Purchasing Manager of shop drawings or 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.
67. 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.
68. All drawings and copies thereof shall become the property of the County.

XIII. CONTRACTS INVOLVING INSTALLATION

69. 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.
70. Equipment, supplies and materials shall be stored at the site only upon the approval of the user department and at the Contractor's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the materials.
71. 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

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entire operation and install his/her equipment promptly.

72. Installation shall also include furnishing 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.
73. 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.
74. 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.
75. 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.

XIV. PERFORMANCE

76. 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.
77. 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 Purchasing Procedures promulgated by the Purchasing Manager.