



CONTRACT DATA SHEET

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

BID TITLE: CORROSION RESISTANT PRODUCTS & SERVICES

BID PROJECT: #1209-22

SAP CONTRACT #: #7700000151

CONTRACT DATES: 1/31/2023 – 12/31/2026

BUYER: Regina Boss
PHONE: 585-753-1130
FAX: 585-753-1104

VENDOR(S): V #11107916
Corrosion Products & Equipment, Inc
110 Elmgrove Park
Rochester, NY 14624
Phone #585-247-3030
Fax #585-247-7268

TERMS AND CONDITIONS

BID ITEM: CORROSION RESISTANT PRODUCTS AND SERVICES

FOR: VARIOUS MONROE COUNTY DEPARTMENTS

PURCHASING CONTACT: Regina Boss, (585) 753-1129; rboss@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.

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

Email: rboss@monroecounty.gov

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 Time) on **January 4, 2023.**

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 **January 11, 2023.**

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 and MWBE requirements for 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.

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 #2022013603 developed for this project.**

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, MWBE Utilization Plan, 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 his 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.

EMERGENCY WORK REQUEST:

The Contractor must maintain a telephone contact twenty-four (24) hours per day, seven (7) days per week for Emergency Work Request.

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 **December 31, 2023**, with the option to renew the contract up to four (4) additional twelve (12) month periods at 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.

OR – for these volatile times...

Price changes may be proposed by either party on a quarter annual basis no less than (30) days prior to the end of such quarter year, or no less than (30) days prior to the end of contract term, based upon manufacturer or supplier price changes that must be supported with specific documentation justifying the change. Should proposed price changes not be acceptable to both parties, the contract may be terminated by either party at the end of the quarter year or contract term.

MINIMUM ORDER:

No minimum order is specified for this contract. Agencies must be able to order as needed. No minimum or service charge will be allowed.

DELIVERY:

All deliveries shall be F.O.B. Destination (Monroe County) to the County Department as specified by a Purchase Order. Delivery costs must be built into the unit prices bid. Deliveries must be made within two (2) week 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.

**WRITTEN
ESTIMATES:**

The County reserves the right to request a written estimate for the proposed work that shall be provided to the ordering department. The estimate must show labor and material costs. The Contractor may not proceed with the work until approval is given by the ordering department. If the estimate is considered too high, the County reserves the right to obtain open market quotations, provide materials or change the scope of work. The County also maintains the right to cancel a request.

**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 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 successful Bidder shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager. Notwithstanding the foregoing, subcontractor(s) set forth in a Bidder's MBE/WBE Utilization Plan submitted pursuant to the Minority and Women Owned Business Enterprise Requirements and approved by the County's Director of Diversity, Equity, and Inclusion shall be deemed to be approved subcontractor(s).

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.

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 P.M. 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.

DAMAGES:

Any damages to County equipment and/or property found to be the direct result of the Contractor's performance of services under this contract will be the responsibility of the Contractor.

REGULATIONS:

All work shall be done in accordance with the New York State Building Code and fire codes, laws, ordinances and other applicable regulations.

MATERIAL SAFETY DATA SHEETS:

Vendor must supply Material Safety Data Sheets (MSDS) for all pertinent materials included within this bid. Such requests shall include, but not be limited to, pre-award analysis, as well as requests by all using agencies subsequent to award.

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 other political subdivision or district. Usage of this contract by any of these other political subdivisions or districts will have to be coordinated between that subdivision or district and the contractor. Orders placed against this contract between any subdivision or district will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

INDEMNIFICATION:

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

**EQUAL PAY
CERTIFICATION:**

Prior to the execution of this Agreement, the Contractor shall submit to the County an Equal Pay Certification ("Certification") affirming the Contractor's compliance with the Federal Equal Pay Act, 29 USC § 206 and New York State Labor Law §194, as amended from time to time ("Equal Pay Laws"). As set forth in the Certification, the Contractor's violation of one or more of the Equal Pay Laws or its filing of a false or misleading Certification during the term of this Agreement may constitute grounds for the County in its sole discretion to immediately terminate the Agreement and for determining the Contractor to be not qualified to participate in future Monroe County contracts.

**MINORITY AND
WOMEN'S BUSINESS
ENTERPRISE
REQUIREMENTS**

a. Requirements

The Bidder shall take affirmative steps to afford opportunities for MBE and WBE firms on the project and the Bidder shall make its best efforts to meet the MBE/WBE participation goals established for this project. The specific affirmative steps to be taken by Bidder are described in subparagraphs b and d below.

The Bidder shall designate, in writing, an executive of its company who will have overall responsibility for implementing the Bidder's MBE/WBE Utilization Plan. The successful Bidder shall be responsible for maintaining records showing subcontractor awards to MBE and WBE firms and all specific efforts to award subcontracts to such firms even if not successful. A copy of the monthly report form is included in these Requirements. This report form is to be completed by the successful Bidder and submitted to the County with each monthly progress payment application.

Bidders that are either MBEs or WBEs will be allowed to include their own participation towards meeting MBE/WBE participation goals established for this project. In the event a Bidder is a MBE, such Bidder shall remain subject to the goal of subcontracting at least three percent (3%) of the total cost of services to a WBE. In the event a Bidder is a WBE, such Bidder shall remain subject to the goal of subcontracting at least twelve percent (12%) of the total cost of services to a MBE. In the event a Bidder is both a MBE and WBE, the Bidder shall choose one of the two designations and shall remain subject to the subcontracting best efforts requirement for the designation not chosen.

M/WBE firms must be certified by the New York State office of Minority and Women's Business Development or the Monroe County M/WBE Certification Program (locally funded contracts only). The County reserves the right to require specific certification program(s) for its projects.

The successful Bidder shall also be required to submit payment records, which demonstrate payment by the Bidder to all subcontractors, including the MBE and WBE firms utilized on the project. Such submissions shall include affidavits certifying payments to subcontractors for work previously paid for by the County. A copy of the Affidavit of Payment form to be utilized by the Bidder is included in these Specifications.

**MINORITY AND
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CONTINUED**

b. Bidder's Detailed M/WBE Utilization Plan

An M/WBE utilization plan shall be submitted with each Bid. The utilization plan must include a detailed MBE/WBE Utilization Plan form and a signed Letter of Intent from each of the MBE/WBE firms identified in the Plan. The Plan must identify the MBE and WBE firms to be utilized by the Bidder. If specific spend information is not available, complete details must be provided on the actual work M/WBEs will complete on the project, together with an explanation as to why spending data is not available shall be provided. If a firm is unable to show obtainment of program goals when submitting the utilization plan, Bidder must submit a Request for M/WBE Utilization Waiver with the initial bid. An approved Utilization Plan or granted utilization waiver will be required prior to contract issue. If the Utilization Plan is reviewed and determined to be insufficient and/or a utilization waiver is not granted, the bid may be disqualified as non-responsive.

The County's Director of Diversity, Equity, and Inclusion (DEI) shall be responsible for approving Bidder's MBE/WBE Utilization Plan; any utilization waiver applications; and/or reviewing each subcontractor's MBE or WBE certifications.

The successful Bidder will be obligated, throughout the term of the Contract, to furnish to the County's M/WBE Program Manager copies of all subcontracts with M/WBE firms for Project work. Failure to provide the County with a copy of such subcontracts prior to commencement of the subcontracted work shall constitute a breach of Bidder's obligations and the County shall have the right, at its discretion, to order the work suspended until Bidder has complied with this provision. Any costs associated with or resulting from a suspension of work due to Bidder's failure to comply with this provision shall be Bidder's sole responsibility.

Any amendments to the Utilization Plan submitted by Bidder must be approved by the County's M/WBE Program Manager, including, without limitation, changes in the work to be subcontracted to MBE/WBE firms; changes in the use of MBE/WBE firms; and/or substitutions of MBE/WBE firms. Updated utilization plans shall be submitted for change orders over \$20,000.

**MINORITY AND
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c. Disqualification of Proposals

Without limiting other grounds for the disqualification of bids on the basis of nonresponsiveness and/or nonresponsibility, the County may disqualify a bid as being nonresponsive and/or nonresponsible for failure to provide a timely MBE/WBE Utilization Plan, obtain a waiver, and/or remedy noted deficiencies in the Bidder's MBE/WBE Utilization Plan.

**MINORITY AND
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d. Best Effort

Where it appears that a Bidder, after making its best efforts, cannot comply with M/WBE participation requirements, a Bidder may submit a written application with its bid requesting a partial or total waiver of such requirements, setting forth the reasons for the Bidder's inability to meet any or all of the participation requirements and an explanation of the efforts undertaken by the Bidder to obtain the required participation of certified businesses. The County's Director of DEI will evaluate utilization waiver applications to determine if the Bidder's efforts are sufficient to grant the waiver. Efforts to obtain M/WBE participation that are merely pro forma are not best efforts, nor are efforts that, even if they are sincerely motivated, given all relevant circumstances, could not reasonably be expected to produce a level of M/WBE participation sufficient to meet the goal. In order to evaluate a Bidder's best efforts, the County's Director of DEI will consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder has made. Below is a list of the types of actions which the County's Director of DEI will consider as part of the Bidder's best efforts to obtain M/WBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exhaustive or exclusive. Other factors or types of efforts may be relevant in appropriate cases:

1. The Bidder shall conduct market research to identify small business contractors and suppliers and solicit, through all reasonable and available means, the interest of all certified M/WBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events; advertising and/or written notices; posting of notices of sources sought and/or requests for proposals, written notices or emails to all certified M/WBEs listed in the appropriate directory of certified firms that specialize in the areas of work desired and which are located in the area or surrounding area.
2. The Bidder shall solicit this interest as early in the bidding process as practicable, to allow the M/WBEs to respond to the solicitation and submit a timely offer. The Bidder shall determine with certainty if the M/WBEs are interested by taking appropriate steps, including following up the initial solicitation with at least one additional solicitation via a different media. **The Bidder shall solicit quotes from qualified firms listed in the NYS M/WBE or Monroe County directory, regardless if they have their own database of M/WBE firms.** The Bidder shall keep records of efforts to solicit and negotiate with M/WBEs as evidence of best efforts. These records must include the firms contacted, method of contact, evidence of actions, and contact information of individuals that were sent outreach efforts. M/WBE firms should be given a minimum of 10 business days to submit quotes.
3. Selecting portions of the work to be performed by M/WBEs in order to increase the likelihood that the M/WBE goal will be achieved. This includes, where appropriate, either breaking down operations or combining like or related operations into logistically and economically feasible units to facilitate M/WBE participation, **even when the Bidder might prefer to perform these work items with its own forces.** This may include, where possible, establishing flexible time frames for performance and delivery schedules in a manner that encourages and facilitates M/WBE participation

**MINORITY AND
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4. Providing interested M/WBEs with adequate information on where and how to obtain the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their timely offer.
5. Negotiating in good faith with interested M/WBEs. It is the Bidder's responsibility to make a portion of the work available to M/WBE subcontractors and material suppliers and to select those portions of the work or material needs consistent with the available M/WBE subcontractors and material suppliers, to facilitate M/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of M/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for M/WBEs to perform the work.
6. Additional Costs. The fact that there may be some additional costs involved in finding and using M/WBEs is not in itself sufficient reason for a Bidder's failure to meet the contract M/WBE goal, as long as such costs are reasonable. The ability or desire of a Bidder to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make best efforts.
7. Replacement Firms. A Bidder's inability to find a replacement M/WBE at the original price is not sufficient to support a finding that best efforts have been made to replace the original M/WBE. The fact that the Bidder has the ability and/or desire to perform the contract work with its own forces does not relieve the Bidder of the obligation to make best efforts to find a replacement M/WBE, and it is not a sound basis for rejecting a prospective replacement M/WBE's reasonable quote.
8. Making efforts to assist interested M/WBEs in obtaining bonding, lines of credit or insurance as required by the Department or the Bidder.
9. Making efforts to assist interested M/WBEs in obtaining necessary equipment, supplies, materials, or related assistance.
10. The County's M/WBE Program Manager will provide assistance to potential bidders in connecting with M/WBEs.

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e. Payment Deductions

The Bidder's failure to perform in accordance with an approved M/WBE Utilization Plan shall constitute a default by the Bidder of the obligations under the Contract. In the event of such a default by Bidder, the County shall be entitled to deduct payment to Bidder in the percentage amount of the Contract which equals Bidder's shortfall from the M/WBE participation goals for this project. Such deductions by the County may begin with the Bidder's initial payment application, and will carry-over to subsequent payment applications until the total amount of the deductions equals the amount of the MBE/WBE participation goal shortfall. In the event the Bidder thereafter performs in accordance with an approved M/WBE Utilization Plan, the County will reimburse any payment deductions made pursuant to this provision. In the event the Bidder continues to fail to perform in accordance with an approved M/WBE Utilization Plan, the County will retain any payment deductions made pursuant to this provision and may seek any other rights and remedies available to County under law or in equity.

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f. Additional Requirements

1. M/WBE Supplier

M/WBE supplier participation shall be based on 50% of their contract amount. This participation shall be based on 100% of contract amount if said MBE/WBE installs the material they are supplying.

A supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. It is a firm that engages in, as its principal business, and in its own name, the purchase and sale of the products in question. One who deals in bulk items such as steel, cement, gravel, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.

2. M/WBE Trucking

No material costs will be credited towards a project's M/WBE goals. M/WBE trucking participation credit will be granted for the utilization of M/WBE owned or leased equipment only.

3. M/WBE Labor Only Subcontracts

The M/WBE subcontractor shall submit documentation of the relationship between its work force and the Bidder's work force. The Bidder and the M/WBE subcontractors shall submit copies of the certified payrolls to the County (or designee).

4. M/WBE Subcontract to Non-M/WBE

In order to allow management flexibility for M/WBE firms, the M/WBE firms are permitted to subcontract up to 49% of any single M/WBE subcontract to non-M/WBEs and still have the whole M/WBE subcontract count towards fulfillment of the M/WBE utilization requirement. If the M/WBE firm contracts out more than 49% of any single M/WBE subcontract to non-M/WBE firms, the Subcontract between the M/WBE and the prime Bidder shall no longer be considered a bona fide M/WBE subcontract.

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g. Conditions of Participation

M/WBE participation will be counted toward meeting the M/WBE contract goals, subject to all of the following conditions:

1. Commercially Useful Function

The Bidder is responsible for ensuring that M/WBEs working on the contract perform a commercially useful function. A M/WBE is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of work on a contract and carries out his/her responsibilities by actually performing, managing, and supervising the work involved in accordance with normal industry practice (except where such practices are inconsistent with the M/WBE regulations). Arrangements that erode the ownership, control, or independence of the M/WBE or in any other way does not meet the commercially useful function requirement, the Bidder shall receive no credit toward the goal.

2. Work Force

The M/WBE firm must employ a work force (including administrative and clerical) separate and apart from that employed by the Bidder, other subcontractors on the project, or their affiliates. This does not preclude the employment by the M/WBE of an individual that has been previously employed by another firm involved in the Contract, provided that the individual was independently recruited by the M/WBE in accordance with customary industry practice. The routine transfer of work crews from another employer to the M/WBE shall not be allowed.

3. Supervision

All work performed by the M/WBE must be controlled and supervised by the M/WBE without duplication of supervisory personnel from the Bidder or other subcontractors. This does not preclude routine communication between the supervisory personnel of the M/WBE and other supervisors necessary to coordinate the work of the contract.

4. Equipment

M/WBE subcontractors may supplement their equipment by renting or leasing additional equipment in accordance with customary industry practice. However, no more than 50% of the equipment required to perform the work of the subcontractor may be obtained from the Bidder, other subcontractors on the project, or their affiliates. If the M/WBE obtains equipment from any of those sources, the County of Monroe shall receive from the M/WBE documentation demonstrating that similar equipment and terms could not be obtained at a lower cost from other customary sources of equipment. The required documentation shall include, but not be limited to, copies of the rental or leasing agreements, and the names, addresses, and terms quoted by other sources of equipment.

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h. Certification Process

The State of New York and Monroe County maintains a list of firms which have previously been certified as MBE's or WBE's as those terms are defined below.

1. Definitions

The following terms are defined as follows:

- (a) Minority Business Enterprise (MBE) - an independent business completely or substantially owned, controlled and operated by one or more members of specified minority groups or socially and economically disadvantaged individuals.
- (b) Women's Business Enterprise (WBE) - an independent business completely or substantially owned, controlled and operated by one or more women.
- (c) Independent - demonstrably free from any control, domination or undue influence by individuals or businesses who are not intended to be primary beneficiaries of the MBE/WBE program.
- (d) Business - an entity capable of performing a commercially useful function, including management and supervision of the work.
- (e) Owned, controlled and operated - minority or women owners must: (a) have at least 51% of the beneficial ownership interest of the business; (b) share in the risks and profits commensurate with their percentage of ownership; (c) possess the power to direct or cause the direction of the management and policies of the business; (d) be actively involved in the day-to-day management and operation of the firm.
- (f) Specified minority groups - Black Americans, Hispanic Americans, Native Americans and Asian Pacific Americans.
- (g) Socially and economically disadvantaged - member of a group or an individual found to be socially and economically disadvantaged by the U.S. Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 USC Section 637 (a)).

**CORROSION RESISTANT PRODUCTS AND SERVICE
SPECIFICATIONS**

1.00 GENERAL:

1.01 SCOPE:

The Monroe County Department of Environmental Services is seeking a qualified bidder to provide corrosion resistant products and/or a combination of products and services. The following outline is intended to generally describe, specify and contract the inspection, retrofitting, restoration and furnishing of fabricated or molded objects, corrosion resistant coatings and the installation of fiberglass reinforced polyester (FRP) systems. This includes, but is not limited to domes, manways, tanks, structural shapes, gratings, covers, platforms, handrails, ladders, scrubber towers, duct work and piping. The Contract resulting from this bid will be available to all Monroe County departments and political subdivisions. It is anticipated that the Division of Pure Waters will request the majority of the work. The intent in all cases is to repair, modify or replace the equipment or area to an acceptable operational condition. The work to be done under this contract and in accordance with these specifications consists of furnishing of equipment, material, supervision, labor, technical knowledge and skills necessary to satisfactorily and safely complete the job as outlined in this agreement.

1.02 CONTACT PERSON:

Regina Boss
Monroe County Division of Purchasing
200 County Office Building
39 West Main Street
Rochester, NY 14614
(585) 753-1129 - Office
E-mail: rboss@monroecounty.gov

1.03 QUALIFICATION OF BIDDER:

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.

No bid will be considered unless the person or organizations submitting the bid can meet the following ***minimum qualifications***:

- A. Bidder shall provide documentation of a similar size and scope working with fiberglass materials and coating systems.
- B. The bidder's field personnel including installers, repair men and mechanics shall be OSHA certified for respirator fit and fitness and confined space entry. Field personnel shall also have been trained by a manufacturer's qualified trainer in the proper handling and installation of fiberglass products and corrosion resistant coatings.
- C. Bidder shall have in-house capabilities to design and fabricate FRP platforms, walkways, stairways, ladders and handrail systems. In addition, the bidder shall be capable of providing design drawings stamped by a Licensed Professional Engineer in New York State when required.
- D. Bidder shall employ at least one (1) licensed professional Mechanical Engineer specializing in FRP.
- E. The bidder shall have in-house capabilities to design and pre-fabricate FRP duct systems.
- F. The bidder shall have available an inventory of FRP components such as grating, structural shapes and all necessary appurtenances.
- G. The bidder shall be capable of providing on-site repair of all FRP equipment and systems such as, but not limited to FRP tanks, columns, storage vessels, duct, venting, air intakes, structural shapes and grating systems such as walkways, handrails, FRP covers, etc.
- H. Bidder shall have the ability to respond to emergency requests 24 hours per day.
- I. Bidder shall have the capability to design and fabricate custom FRP tanks and vessels.
- J. Bidder shall be able to provide a manufacturer's representative on-site to provide technical advice and/or engineering.
- K. Bidder shall have the capabilities to install protective coatings, linings, joint compounds, patching materials and polymer concrete.

1.04 PROTECTION OF PROPERTY:

- A. The bidder shall be responsible for the preservation and protection of property adjacent to the work site against damage or injury as a result of their operation under this contract. Any damage or injury occurring on account of any act, omission or negligence on the part of the Bidder shall be restored in a proper and satisfactory manner or replaced by and at the expense of the Bidder.
- B. It is the bidder's responsibility to make themselves aware of, and comply with such safety regulations as may be required by jurisdictional agencies and shall, at all times, conduct their operations so as to avoid and eliminate any unsafe conditions created by their operations.

1.05 CODES/STANDARDS/INSPECTION:

The Bidder shall comply with the following codes and standards:

- A. OSHA** - Occupational Safety & Health Act
- B. UFPBC** - Uniform Fire Protection & Building Code
- C. ANSI** - American National Standards Institute
- D. ASTM** - American Society for Testing & Materials
- E. NFPA** - National Fire Protection Institute 2
- F.** Accident Prevention Manual for Industrial Operations, National Safety Council
- G.** American National Standards for Personnel Protection
- H.** Applicable state and local safety operating procedures
- I.** Inspection of G coatings.

1.06 VENTILATION:

Prior to any grinding or chemical removal of existing laminates, proper ventilation shall be installed, such that:

- A.** No contaminants are introduced to other areas.
- B.** No contaminants are transferred to other employees, which could cause inhalation or respiratory distress.

1.07 CONTAINMENT:

Prior to any grinding, sand blasting or laminating, steps shall be instituted to insure that the equipment under repair is properly isolated and contained from any other operation.

1.08 STORAGE AND USE OF MATERIALS:

All drums, pails and containers shall be properly labeled, stored and dispensed in such a manner to insure compliance with State and Federal Regulations, which are conducive to good practices and supportive of employee safety.

1.09 DAILY TIME AND MATERIALS REPORT:

The Contractor shall provide a daily time and materials report. These original daily reports attached to the Contractor's invoice will be the only basis for payment by the County. These reports must be reviewed by and signed by the County's designated representative or they will not be accepted. The report sheets shall list as a minimum:

- Name of each employee
- Number of hours per employee
- Brief statement of work performed
- Materials used
- Equipment used
- Labor rate(s) per hour
- Work Order Number

Tradesmen are required to complete and sign (original signature in ink) an original daily time and materials report documenting hours worked on a daily basis.

1.10 CLEAN UP:

The Contractor shall at all-times keep the premises and site free from accumulations of waste material or rubbish caused by tradesmen or work. At the completion of the work, all rubbish caused from and about the site of the work shall be removed.

2.00 GENERAL PROCEDURES:

- A. Upon request the vendor shall be available to inspect the proposed work to ascertain preliminary requirements and to determine the scope of the project. The vendor shall provide a written evaluation of the scope of the project and quotation for the work required.
- B. Prior to initialization of approved work a pre-job meeting shall be held to review the project scope. Job site procedures, scheduling, safety matters, mobilization and personnel matters shall be agreed upon to insure smooth progress and to minimize necessary down time on the equipment or process.
- C. All products shall be installed to manufacturers' recommended practices and instructions.

2.01 GENERAL PROCEDURES FOR FIBERGLASS REPAIR (Chemical and Non-Chemical Service):

- A. Existing deteriorated laminates shall be removed by chemical or mechanical means to expose virgin structural matrix.
- B. Once the deteriorated surfaces have been removed the equipment shall be inspected to ensure structural integrity and the ability to benefit from a new laminate lining.

2.02 GENERAL PROCEDURES FOR PROTECTIVE COATINGS, LININGS, JOINT COMPOUNDS, PATCHING MATERIALS AND POLYMER CONCRETE:

- A. Prepare surface to manufacturers' recommendations.
- B. Apply recommended primer if applicable and allow proper cure time.
- C. Apply product as per manufacturer's instructions.

3.00 FIBERGLASS PRODUCTS (General):

- A. The material covered by these specifications shall be furnished by a reputable and qualified manufacturer of proven ability that has regularly engaged in the manufacture of FRP systems.
- B. Materials used in the manufacture of the FRP products shall be new stock of the best quality and shall be free from all defects and imperfections that might affect the performance of the finished product.
- C. All materials shall be of the kind and quality specified and where the quality is not specified, it shall be the best of the respective kinds and suitable for the purpose intended.
- D. After fabrication, all cut ends, holes and abrasions of FRP shapes shall be sealed with a compatible resin coating to prevent intrusion of moisture. FRP products exposed to weather shall contain an ultraviolet inhibitor. Should additional ultraviolet protection be required, a one-mil minimum U.V. coating can be applied.
- E. All exposed surfaces shall be smooth and true to form.
- F. Substitution of any component or modification of system shall be made only when approved by the County.
- G. Design of FRP live loads on grating shall not be less than 100 pounds per sq. ft. Grating deflection at the center of a 30" simple span shall not exceed .25 inches.
- H. Structural members shall be designed to support all applied loads. Deflection in any direction shall not be more than L/180 of span for structural members. Connections shall be designed to transfer the loads.

3.01 SHIPPING AND STORAGE INSTRUCTIONS:

The grating, plate, handrails, stair treads, structural shapes and building panels shall be stored before, during and after shipment in a manner to prevent cracking, twisting, bending, breaking, chipping or damage of any kind to the materials or equipment, including damage due to over exposure to the sun. Any material which, in the opinion of the County, has become damaged as to be unfit for use shall be promptly removed from the site and the Contactor shall receive no compensation for the damaged material or its removal.

3.02 GRATINGS AND TREADS:

A. General:

- 1) Grating and treads shall be shipped from the manufacturer, palletized and banded with exposed edges protected to prevent damage in shipment.
- 2) Stair treads shall be capable of withstanding a uniform load of 100 lbs. per sq. ft. or a concentrated load of 300 lbs. on an area of 4 sq. inches located in the center of the tread, whichever produces the greater stress.
- 3) Panels shall be fabricated to the sizes shown on the submitted drawings.
- 4) Hold down clamps shall be type 316L stainless steel saddle clips, a minimum of four (4) each per panel.
- 5) Grating shall be as manufactured by "IKG Fiberglass Systems", "IMCO" or County-approved equal.

B. Pultruded Grating:

The bearing bars shall be joined into panels by passing continuous length fiberglass pultruded cross rods through the web of each bearing bar. The pultruded cross rod assembly shall consist of two (2) cross rod spacers that have notches cut into them to fit the distance between the web of each bearing bar. A continuous fiberglass pultruded bar shaped section shall be wedged between the two (2) cross rod spacers mechanically locking the notches in the cross rod spacers to the web of the bearing bars. Continuous chemical bonding shall be achieved between the cross rod spacers and the bearing web and between the bar-shaped wedge and the two (2) cross rod spacers locking the entire panel together to give a panel that resists twist and prevents internal movement of the bearing bars. Skid resistant top surfaces of grating shall be of either "standard grit" or "aluminum oxide grit".

C. Molded Grating:

Grating shall be glass fiber reinforced thermoset plastic produced in a mold. Glass fiber reinforcements shall not exceed 35% of the material weight and shall be equal in both longitudinal and lateral directions. Skid resistant top surfaces of grating shall be of either standard grit, aluminum oxide grit or concave surface.

3.03 FIBERGLASS SHAPES AND HANDRAILS:

Fiberglass shapes and handrails shall be pultruded with a glass fiber content of 60-70% total material weight.

4.00 ALL COATINGS:

All coatings shall be prepared and installed as per the manufacturer's recommendations.

BP1209-22

Corrosion Resistant Products Services Unit Price Sheet

(Price changes in red, discontinued items in blue)

Ucts	Item	Mat'l	Description	UOM	Ext 3 Prices
			SECTION A. LABOR		
A	1	1011502	Project Foreman BP 1209-22	HR	\$130.00
A	2	1011504	Fiberglass Mechanic BP 1209-22	HR	\$123.00
A	3	1011509	Laborer BP 1209-22	HR	\$120.00
A	4	1034516	Mechanical Designer BP 1209-22	HR	\$150.00
			SECTION B. MISC. MAT'LS.		
B	1	1034660	Chopped Fiberglass Mat, 1.5oz/SQFT	SF	\$10.00
B	2	1034661	Woven Roving Fiberglass Cloth, 24 oz/SQYD	SF	\$10.50
B	3	1008202	Vinyl Ester Resin(Chemical Service)	GAL	\$210.00
B	4	1008207	Vinyl Ester Resin (Non Chem Service)	GAL	\$170.00
B	5	1034519	Vin Ester Resin used w/MDA/BPO Cure Sys.	GAL	\$170.00
			SECTION C. COATINGS		
C	1	1030346	ARC SD41 Coating, 1KG Kit	EA	\$287.68
C	2	1030347	ARC SD41 Coating, 4.5KG Kit	EA	\$833.31
C	3	1034523	ARC S1 Coating, 4 Liter	EA	\$462.83
C	4	1034524	ARC S2 Coating, 2KG Kit	EA	\$298.30
C	5	1034525	ARC S2 Coating, 12KG Kit	EA	\$734.58
C	6	1048147	GP Novo-Flo Top Coat Part A & B, One Gallon Each	KIT	\$111.47
C	7	1048148	GP Epoxy Primer Hardener Part A & B, One Gallon Each	KIT	\$109.55
C	8	1048149	GP Epoxy Floor Coating Hardener Part A & Resin Part B, One Gallon Each	KIT	\$100.85
C	9	1008491	Smith Fibercast Adhesive Kit, 6.6 oz.	EA	\$39.38
			SECTION D. ABRASIVES		
D	1	1034536	Sand, Flintshot, 100/LB Bag	BAG	\$28.00
D	2	1034537	Sand, OROK, Color-Natural Quartz,100/LB Bag	BAG	\$47.00
			SECTION E. MOLDED GRATING		
E	1	1034539	Molded Fiberglass Grating FRPE (Meniscus Top), 1.5" Grid, 4'x8' Sheet	SF	\$14.74
E	2	1034540	Molded Fiberglass Grating FRPE (Grit Top) , 1.5" Grid, 4'x8' Sheet	SF	\$21.05
E	3	1034541	Molded Fiberglass Grating FRPE (Covered Top), 1.5" Grid, 4'x8' Sheet	SF	\$32.63
E	4	1034542	Molded Fiberglass Grating FRVE (Meniscus Top), 1.5" Grid, 4'x8' Sheet	SF	\$22.11
E	5	1034543	Molded Fiberglass Grating FRVE (Grit Top) , 1.5" Grid, 4'x8' Sheet	SF	\$23.16
E	6	1034544	Molded Fiberglass Grating FRVE (Covered Top), 1.5" Grid, 4'x8' Sheet	SF	\$42.11

ucts	Item	Mat'l	Description	UOM	Ext 3 Prices
			SECTION F. PULTRUDED GRATING		
F	1	1034545	Pultruded Fiberglass Grating FRPE (Grit Top), 1.5" Grid, 3'x20'	SF	\$17.89
F	2	1034546	Pultruded Fiberglass Grating FRPE (Grit Top), 1.5" Grid, 4'x20'	SF	\$17.89
F	3	1034547	Pultruded Fiberglass Grating FRVE (Grit Top), 1.5" Grid, 3'x20'	SF	\$22.11
F	4	1034548	Pultruded Fiberglass Grating FRVE (Grit Top), 1.5" Grid, 4'x20'	SF	\$22.11
			SECTION G. GRATING CLIPS		
G	1	1008340	316 SS M Saddle Clip, 1" & 1.5" Molded Fiberglass Grates	EA	\$5.26
G	2	1008344	316 SS M Saddle Clip, 1" & 1.5" Pultruded Fiberglass Grates	EA	\$4.21
G	3	1034549	316 SS WLP Saddle Clip, Covered Fiberglass Grates	EA	\$5.00
			SECTION H. ANGLES		
H	1	1008349	FRP Angle, 2"x 2" x 1/4" x 20' ISO-PE	FT	\$6.84
H	2	1034550	FRP Angle, 3"x 3" x 1/4" x 20' ISO-PE	FT	\$10.00
H	3	1034554	FRP Angle, 3"x 3" x 3/8" x 20' ISO-PE	FT	\$13.68
H	4	1034555	FRP Angle, 4"x 4" x 1/4" x 20' ISO-PE	FT	\$16.32
H	5	1034556	FRP Angle, 4"x 4" x 3/8" x 20' ISO-PE	FT	\$17.89
H	6	1034557	FRP Angle, 4"x 4" x 1/2" x 20' ISO-PE	FT	\$24.74
H	7	1034558	FRP Angle, 6"x 6" x 3/8" x 20' ISO-PE	FT	\$24.74
H	8	1034559	FRP Angle, 6"x 6" x 1/2" x 20' ISO-PE	FT	\$33.68
			SECTION I. CHANNEL		
I	1	1034560	FRP Channel, 3"x 1" x 1/4" x 20' ISO-PE	FT	\$9.47
I	2	1034561	FRP Channel, 4"x 1-1/8" x 1/4" x 20' ISO-PE	FT	\$10.53
I	3	1034562	FRP Channel, 4"x 1-3/8" x 3/16" x 20' ISO-PE	FT	Discontinued
I	4	1034563	FRP Channel, 6"x 1-5/8" x 1/4" x 20' ISO-PE	FT	\$11.58
I	5	1034564	FRP Channel, 6"x 1-11/16" x 3/8" x 20' ISO-PE	FT	\$18.95
I	6	1034565	FRP Channel, 8" x 2-3/16" x 1/4" x 20' ISO-PE	FT	Discontinued
I	7	1034566	FRP Channel, 8" x 2-3/16" x 3/8" x 20' ISO-PE	FT	\$17.37
I	8	1034567	FRP Channel, 10" x 2-3/4" x 1/2" x 20' ISO-PE	FT	\$28.42
			SECTION J. I-BEAMS		
J	1	1034568	FRP I-Beam, 4" x 2" x 1/4" x 20' ISO-PE	FT	Discontinued
J	2	1034569	FRP I-Beam, 6" x 3" x 1/4" x 20' ISO-PE	FT	\$16.84
J	3	1034570	FRP I-Beam, 6" x 3" x 3/8" x 20' ISO-PE	FT	\$35.26
J	4	1034571	FRP I-Beam, 8" x 4" x 3/8" x 20' ISO-PE	FT	\$34.74
J	5	1034572	FRP I-Beam, 8" x 4" x 1/2" x 20' ISO-PE	FT	\$56.84
J	6	1034573	FRP I-Beam, 10" x 5" x 1/2" x 20' ISO-PE	FT	\$71.58
J	7	1034574	FRP I-Beam, 12" x 6" x 1/2" x 20' ISO-PE	FT	\$66.32

ucts	Item	Mat'l	Description	UOM	Ext 3 Prices
			SECTION K. WF-BEAMS		
K	1	1034575	FRP WF-Beam, 3" x 3" x 1/4" ISO-PE	FT	Discontinued
K	2	1034576	FRP WF-Beam, 4" x 4" x 1/4" ISO-PE	FT	\$18.42
K	3	1034577	FRP WF-Beam, 6" x 6" x 1/4" ISO-PE	FT	\$24.21
K	4	1034578	FRP WF-Beam, 6" x 6" x 3/8" ISO-PE	FT	\$36.32
K	5	1034579	FRP WF-Beam, 8" x 8" x 1/2" ISO-PE	FT	\$53.68
K	6	1034580	FRP WF-Beam, 8" x 8" x 3/8" ISO-PE	FT	\$36.84
K	7	1034581	FRP WF-Beam, 10" x 10" x 1/2" ISO-PE	FT	\$183.16
K	8	1034583	FRP WF-Beam, 12" x 12" x 1/2" ISO-PE	FT	\$101.05
			SECTION L- HANDRAILS & RELATED		
L	1	1008372	FRP Handrail, Top Rail, 20' Lengths	FT	\$10.00
L	2	1008375	FRP Handrail, Mid Rail, 20' Lengths	FT	\$10.00
L	3	1008379	FRP Handrail, FM Inter Post	FT	\$16.84
L	4	1008384	FRP Handrail, FM End Post	FT	\$16.84
L	5	1008390	FRP Handrail, Flush Mount Base	EA	\$178.95
L	6	1008394	FRP Handrail, Top Rail Splice	EA	\$20.00
L	7	1008399	FRP Handrail, Mid Rail Splice	EA	\$20.00
L	8	1008403	FRP Handrail, Toe Plate	FT	\$7.89
L	9	1008408	FRP Handrail, Toe Plate-Straight	EA	\$18.95
L	10	1008413	FRP Handrail, Toe Plate Corner	EA	\$18.95
L	11	1034584	FRP Handrail, SST Stanchion Base	EA	\$105.26
L	12	1034585	FRP Adjustable Elbow Connector	EA	\$27.37
L	13	1034587	FRP Handrail, Post Kit For included Rails	EA	\$164.21
L	14	1034588	FRP Handrail Post Kit For Horiz.Rails-Side Mount	EA	\$188.42
L	15	1034589	FRP Handrail Post Kit For Horiz.Rails-Top Mount With FRP Stanchion Base	EA	\$188.42
L	16	1034590	FRP Handrail Post Kit For Horiz.Rails-Top Mount With SST Stanchion Base	EA	\$252.63
			SECTION M-LADDERS		
M	1	1034591	FRP VE 8' Ladder With Mounting Kit	EA	\$718.95
M	2	1034592	FRP VE 10' Ladder With Mounting Kit	EA	\$718.95
M	3	1034593	FRP VE 12' Ladder With Mounting Kit	EA	\$1,077.89
M	4	1034594	FRP VE 14' Ladder With Mounting Kit	EA	\$1,077.89
M	5	1034595	FRP VE 16' Ladder With Mounting Kit	EA	\$1,077.89
M	6	1034596	FRP VE 18' Ladder With Mounting Kit	EA	\$1,436.84
M	7	1034597	FRP VE 20' Ladder With Mounting Kit	EA	\$1,436.84
M	8	1034598	FRP VE 24' Ladder With Mounting Kit	EA	\$1,436.84

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 (ie. 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.