



# CONTRACT INFO SHEET

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

**DATE:** MARCH 28, 2025

## CONTRACT EXTENSION

**BID TITLE:** PIPE & PLUMBING SUPPLIES

**CONTRACT #:** 0106-24 (7700000251)  
**Extension #1**

**CONTRACT DATES:** 04/30/2025 – 04/30/2026

**BUYER:** Catherine Shafer  
**PHONE:** 585-753-1183  
**FAX:** 585-324-4278

**VENDOR(S):** #11104687  
GECK PLUMBING & HEATING SUPPLY CO.  
620 MEIGS STREET  
ROCHESTER, NY 14620  
RONALD K. GECK, PRESIDENT  
Phone: 585-271-8311  
Fax: 585-271-7030

**CHANGES AS FOLLOWS:** CONTRACT HAS BEEN EXTENDED THROUGH APRIL 30, 2026 with no changes.

A handwritten signature in black ink, appearing to read "Catherine Shafer", is written over a horizontal line.

Catherine Shafer  
Buyer

**XC:** BP FOLDER  
VENDOR



# CONTRACT INFO SHEET

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

**DATE:** **APRIL 25, 2025**

## CONTRACT EXTENSION

**BID TITLE:** **PIPE & PLUMBING SUPPLIES**

**CONTRACT #:** **0106-24 (7700000252)**  
**Extension #1**

**CONTRACT DATES:** **05/01/2025 – 04/30/2026**

**BUYER:** **Catherine Shafer**  
**PHONE:** **585-753-1183**  
**FAX:** **585-324-4278**

**VENDOR(S):** **#11100775**  
**ROCHESTER WINDUSTRIAL, CO.**  
**900 DRIVING PARK AVENUE**  
**ROCHESTER, NY 14613**  
**ROBERT SEIFFERT, PRESIDENT**  
**Phone: 585-232-6770**  
**Fax: 585-232-7888**

**CAHNGES AS FOLLOWS:** **CONTRACT HAS BEEN EXTENDED THROUGH APRIL 30, 2026 with no changes.**

  
Catherine Shafer  
Buyer

**XC: BP FOLDER**  
**VENDOR**

**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:

2/16/2024

Rochester Industrial  
[Print Name of Contractor]

By:

[Signature]

ROBERT SEIFFERT  
[Print Name]

President  
[Print Title/Office]

## MONROE COUNTY EQUAL PAY CERTIFICATION

The undersigned certifies, to the best of his/her knowledge, that the Contractor:

1. Compensates its employees in compliance with the Federal Equal Pay Act, 29 USC § 206, and the New York State Labor Law § 194, as amended from time to time ("Equal Pay Laws").
2. Has not been subject to an adverse finding by the United States Department of Labor, New York State Department of Labor or a court of law with regard to the Equal Pay Laws within the previous five years ("Adverse Finding"). If the Contractor has been subject to an Adverse Finding, the Contractor shall immediately disclose in writing the outcome and circumstances of such Adverse Finding to the County Purchasing Manager at the following address: Room 200, County Office Building, 39 West Main Street, Rochester, New York 14614.
3. Is not the subject of any currently pending claims involving the Equal Pay Laws. If the Contractor is the subject of any currently pending claims involving the Equal Pay Laws, the Contractor shall immediately disclose in writing to the County's Purchasing Manager the nature and status of such claims.
4. Acknowledges that the violation of one or more of the Equal Pay Laws or its filing of a false or misleading Monroe County Equal Pay Certification during the term of the Contractor's agreement with Monroe County may constitute grounds for the County in its sole discretion to immediately terminate such agreement with the Contractor and for determining the Contractor to be not qualified to participate in future Monroe County contracts.
5. Acknowledges that the Contractor will cooperate with the County's compliance monitoring and periodic auditing of Certifications provided by the Contractor to the County.

Date: 2/16/2024

Rochester Winnsurrial  
[Print Name of Contractor]

By: [Signature]  
[Signature]

ROBERT SEIFFERT  
[Print Name]

PRESIDENT  
[Print Title/Office]

9/4/2020

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DEBARMENT, SUSPENSION AND RESPONSIBILITY**

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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
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AND CONSEQUENCES FOR VIOLATION**

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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: 2/10/2024

GECK PLUMBING & HEATING SUPPLY CO. INC  
[Print Name of Contractor]

By [Signature]  
[Signature]

RONALD K GECK  
[Print Name]

PRESIDENT  
[Print Title/Office]

## MONROE COUNTY EQUAL PAY CERTIFICATION

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5. Acknowledges that the Contractor will cooperate with the County's compliance monitoring and periodic auditing of Certifications provided by the Contractor to the County.

Date:

2/10/2024

GECK PLUMBING & HEATING SUPPLY CO., INC  
[Print Name of Contractor]

By:

[Signature]  
[Signature]

RONALD E. GECK  
[Print Name]

PRESIDENT

[Print Title/Office]

9/4/2020

**TERMS AND CONDITIONS**

**BID ITEM:** PIPE AND PLUMBING SUPPLIES

**FOR:** Various Monroe County Departments

**BUYER CONTACT:** Catherine Shafer, (585) 753-1183; [cshafer@monroecounty.gov](mailto: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

Email: [cshafer@monroecounty.gov](mailto:cshafer@monroecounty.gov)

All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later noon (12:00 PM Eastern Standard Time) on **Monday, February 5, 2024.**

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, February 9, 2024.**

**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](http://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.

**BRAND  
REFERENCE:**

Any reference to a product by name or selection of specific price lists is done to establish the quality and performance characteristics required and to provide a standard price list by which discounts can be compared. Items of equal or better performance and quality will be considered. All bidders must take note that submission of a bid offering other than brand name products specified on the price list requires the following:

1. Clearly state manufacturer's price list number, price column to discount, as well as the discount for the product you are offering.
2. Alternate bids from price lists of other manufacturers must offer products, which directly correspond and are exact replacements for those items originally referenced in the bid. Alternate price lists must provide a minimum coverage of 90% of the items requested in the bid.
3. Include two (2) copies, at the time of the bid opening, of the alternate manufacturer's price list and catalog you are offering in your bid proposal.
4. Bidders offering an alternate manufacturer must provide direct cross-references on an item-by-item basis. Failure to do so may result in rejection of the bid. Bidders will have two business days to respond to a cross-reference request by Purchasing.
5. 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.



**OVER-THE-  
COUNTER SERVICE**

The Contractor shall provide over-the-counter service to any agency which desires to obtain stock items immediately. The price to be charged shall be the unit price in the contract. Such over-the-counter service must be available at a facility **within** Monroe County.

**METHOD OF  
AWARD:**

Monroe County intends to award one or more contract(s) to the lowest responsive and responsible bidder(s) as determined by applying discounts to price list columns on the Discount Price Sheet. **The County reserves the right to award the bid as a whole or by Group or Item, depending on whichever method results in the lowest overall cost to the County. Separate awards will be considered only when the price offered is great enough to offset the additional costs inherent to multiple contracts. Bidders are not required to bid on every Group included in the bid. 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 **March 31, 2025**, with the option to extend the contract for up to four (4) additional twelve (12) month terms with the mutual consent of both parties. **Discount to be firm throughout the term of the contract** unless a better discount is negotiated at the time of any extension.

In the event a manufacturer releases a new price list during the contract term, the contractor must provide the County with **one (1) copy** of the updated price list and catalogs at least one (1) week prior to its taking effect. The County will honor the manufacturer's price list in effect at the time the order is placed, providing the County is in receipt of such price list.

**MINIMUM ORDER:**

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

**DELIVERY:**

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

**PURCHASE ORDER  
ISSUANCE:**

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

**BILLING**  
**PROCEDURE:**

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

**WARRANTY**  
**GUARANTEE:**

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

**UNCONTEMPLATED**  
**PURCHASES:**

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

**SUBCONTRACT:**

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

**RELATED ITEMS:**

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

**REPORT OF**  
**PURCHASE:**

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

**OTHER AGENCIES:**

The Contractor(s) **must** honor the prices, terms and conditions of this contract with political subdivisions or districts located in whole or in part within Monroe County. In addition, the contractor may, but is not required to, extend the prices, terms and conditions of this contract to any 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.

**BP106-24  
PIPE AND PLUMBING SUPPLIES  
AWARD SHEET**

Group/ Item#	Manufacturer	Description	Disc.	Awarded To
<b>1</b>		<b>COPPER PRODUCTS</b>		
A.	Cambridge-Lee	Copper Tube (Water, Drainage, Refrigeration)	62%	Geck Plumbing
B.1	Elkhart Products	WROT Copper Solder - Joint Fittings	94%	Geck Plumbing
B.2	Elkhart Products	Cast Bronze Solder - Joint Fittings	94%	Geck Plumbing
C.	SOS Products	Sundries, Supplies, Chemicals	45%	Geck Plumbing
D.	MULLER/Diversitech	Refrigeration Copper Joint Fittings	Plus 11%	Geck Plumbing
<b>2</b>		<b>STEEL AND IRON PRODUCTS</b>		
A.1	Anvil	Malleable & Cast Iron Pipe Ftg. & Unions	94%	Geck Plumbing
A.2	MATCO	Welding Fittings		NO AWARD
A.3	MATCO	Welding Flanges		NO AWARD
A.4	MATCO	Welded Steel Pipe Nipples	90%	Geck Plumbing
B.1	WATTS	Bronze & Iron Valves	68%	Rochester Windustrial
B.2	Milwaukee	Bronze, Brass, Carbon Stl, Stainless Stl Ball Valves	68%	Rochester Windustrial
B.3	Butterfly	Bronze, Stainless Stl, Carbon Stl Ball Valves	68%	Rochester Windustrial
C.	Empire Industries	Pipe Hangers, Strut & Accessories	85.0%	Geck Plumbing
D.1	Merit Brass	Brass Pipe Nipples	96%	Geck Plumbing
D.2	Merit Brass	Brass Fittings	75%	Geck Plumbing
E.	Homestead	Ballcentric Plug Valves 4" - 8" Diameter		No Award
F	ASC	304 Stainless Steel Threases Fittings	84% & 96%	Rochester Windustrial
G.	ASC	Flanged OSY Resilient Weddge Gate Valves 4" - 8", 150 lb.	58%	Rochester Windustrial
H.	United	Carbon Steel Pipe Schedule 40-ERW 3,4,6,8,10 inch	96%	Rochester Windustrial
<b>3</b>		<b>SOIL PIPE PRODUCTS</b>		
A.1	Charlotte	Service Weight Pipe & Fittings		NO AWARD
A.2	Charlotte	No-Hub Cast Iron Soil Pipe & Fittings		NO AWARD
A.3	Charlotte	Specials and Plugs		NO AWARD
B.1	Fernlo	Compression Gaskets & Accessories	88%	Rochester Windustrial
B.2	Charlotte	No-Hub Couplings		NO AWARD

BP106-24  
PIPE AND PLUMBING SUPPLIES  
AWARD SHEET

Group/ Item#	Manufacturer	Description	Disc.	Awarded To	
<b>4</b>		<b>BATH FIXTURES/FAUCETS/SHOWER PRODUCTS/REPAIR PARTS</b>			
A.1.	American Standard	Fixtures	46%	Rochester Windustrial	
A.2.	American Standard	Faucets	44%	Rochester Windustrial	
A.3.	American Standard	Repair Parts (Fixtures & Fittings)	44%	Rochester Windustrial	
B.1.	Lawler	Thermostatic Water Controllers, Shower Valve Access., Repair Kits	35%	Rochester Windustrial	
B.2	Lawler	Water Management Systems, Photographic Repair Kits	15%	Rochester Windustrial	
C.1	Chicago Faucets	Faucets and Related	41%	Geck Plumbing	
C.2	Chicago Faucets	Repair Parts	41%	Geck Plumbing	
D.1	Powers	Valves, Pressure Balancing & Thermostatic Shower Products	40%	Geck Plumbing	
D.2.	Powers	Repair Parts	75%	Rochester Windustrial	
E.	Acorn	Institutional Plumbing Fixtures, Repair Parts	+12.50%	Rochester Windustrial	
F.1	T&S Brass & Bronze	Faucets, Fittings, Service Fixtures, Industrial Products	48%	Geck Plumbing	
F.2.	T&S Brass & Bronze	Repair Parts	48%	Geck Plumbing	
G.1	Delta	Faucets & Related - Residential	45%	Geck Plumbing	
G.2.	Delta	Faucets & Related - Commercial	45%	Geck Plumbing	
G.3.	Delta	Faucets & Related - Commercial Addendum	45%	Geck Plumbing	
G.4.	Delta	Full-Line Catalog - Commercial	45%	Geck Plumbing	
H.1.	Leonard	Shower and Related	44%	Geck Plumbing	
H.2.	Leonard	Repair Parts	36%	Rochester Windustrial	
I.	Bradley	Plumbing Fixtures Repair Parts	34%	Geck Plumbing	
J.	DEARBORN	Brass Tubular Goods Only	40%	Rochester Windustrial	
K.1.	Sloan	Flushometers & Shower Heads	50%	Geck Plumbing	
K.2.	Sloan	Repair Parts & Kits	50%	Geck Plumbing	
L.1.	Watts	Water Safety, Flow Control, Backflow Prevention Products	60%	Geck Plumbing	
L.2.	Watts	Repair Pits and Service Parts	42%	Geck Plumbing	
L.3.	Watts	Backflow Prevention Products, Repair Kits & Service Parts	42%	Geck Plumbing	
M.1.	Brass Craft	Brass Fittings	65%	Geck Plumbing	
M.2.	Brass Craft	Water Supplies	65%	Geck Plumbing	
N.	Fluidmaster	Repair, Replacement Parts	56%	Rochester Windustrial	

**BP106-24  
PIPE AND PLUMBING SUPPLIES  
AWARD SHEET**

Group/ Item#	Manufacturer	Description	Disc.	Awarded To
<b>5</b>		<b>PVC PRODUCTS</b>		
A.	SPEARS	PVC Pressure Pipe, SCH 40 and 80	88% & 73%	Geck Plumbing Rochester
B.	Nibco	Pressure Fittings, SCH 40	80%	Windustrial Rochester
C.1	Nibco	Pressure Fittings, SCH 80	85%	Windustrial
C.2.	Spears	Nipples, SCH 80 & Polyethylene	56%	Geck Plumbing Rochester
C.3.	Nibco	DWV-PVC Fittings	95%	Windustrial Rochester
D.	Nibco	CPVC Fittings, SCH 80	85%	Windustrial
E	Hayward	Thermoplastic Valves & Accessories (Ball, gate, Butterfly & Diaphragm)		NO AWARD
<b>6</b>		<b>PRESS-ABLE FITTINGS, VALVES AND TOOLS</b>		
A.	Viega Pro Press	Fittings	58.00%	Geck Plumbing
B.1	Nibco Press	Fittings		NO AWARD
B.2	Nibco Press	Valves		NO AWARD
B.3	Nibco Press	Tools & Accessories		NO AWARD
C.1	Apollo Xpress	Valves		NO AWARD
C.2	Apollo Xpress	Fittings		NO AWARD
<b>7</b>		<b>HDPE PRODUCTS</b>		
A.1		IPS 22.5 DEGREE ELBOW MADE FROM SDR11 92,4,6,8 INCH		NO AWARD
A.2		IPS PLASSON ELECTROFUSION COUPLING (2,3,6 8 INCH)		NO AWARD
A.3		IPSX2"NPT ELECTROFUSION SADDLE (2,3,6,8 INCH)		NO AWARD
B.1		SDR 17 45 DEGREE ELBOW (2,4,6, 8 INCH)		NO AWARD
B.2		SDR 17 90 DEGREE ELBOW 90 (2,4,6,8 INCH)		NO AWARD
B.3		SDR 17 IPS PIE (2,3,6,8 INCH)		NO AWARD
B.4		SDR 11 IPS DI BACKUP RING (2,4,6,8 INCH)		NO AWARD
B.5		SDR 17 FLANGE ADAPTER (2,4,6,8 INCH)		NO AWARD
B.6		SDR 17 TE (2,3,6,8 INCH)		NO AWARD
B.7		SDR 17 REDUCER (2-4 INCH)		NO AWARD

**BP106-24  
PIPE AND PLUMBING SUPPLIES  
AWARD SHEET**

Group/ Item#	Manufacturer	Description	Disc.	Awarded To	
B.8		SDR 17 REDUCER (4-6 INCH)		NO AWARD	
B.9		SDR 17 REDUCER (6-8 INCH)		NO AWARD	
C		MOLDED SDR 17 WYE (2,3,6,8 INCH)		NO AWARD	
<b>8</b>		<b>POLY PRODUCTS</b>			
A.	DIVERSITECH/ELKA	POLY CLEAR FLEXIBLE TUBING	PLUS 11%	GECK PLUMBING	
<b>9</b>		<b>HOT WATER SYSTEMS</b>			
A.1		HOT WATER RECIRCULATING PUMPS	32%	GECK PLUMBING	
A.2		HOT WATER CIRCULATING PUMPS	32%	GECK PLUMBING	

### **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.



## **DO NOT SUBMIT WITH BID PROPOSAL**

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### **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**

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### **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**

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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**

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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.)

## DO NOT SUBMIT WITH BID PROPOSAL

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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.



## **DO NOT SUBMIT WITH BID PROPOSAL**

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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

## DO NOT SUBMIT WITH BID PROPOSAL

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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.

## DO NOT SUBMIT WITH BID PROPOSAL

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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



## **DO NOT SUBMIT WITH BID PROPOSAL**

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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

## **DO NOT SUBMIT WITH BID PROPOSAL**

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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.