



CONTRACT DATA SHEET

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

TITLE: DRAIN / PIPE / GRIT CLEANING SERVICE

CONTRACT #: 0615-12 (4700006919)

CONTRACT DATES: 08/17/12 – 07/31/17

BUYER: SHARON A. BERNDT
PHONE: 585/753-1110
FAX: 585/753-1104

VENDOR(S): NATIONAL VACUUM CORP.
408 47TH STREET
NIAGARA FALLS, NY 14304

PH: 716-773-1167
FAX: 716-775-1213

TERMS AND CONDITIONS

<u>BID ITEM:</u>	DRAIN / PIPE / GRIT CLEANING SERVICE
<u>FOR:</u>	DEPARTMENT OF ENVIRONMENTAL SERVICES
<u>DEPARTMENT CONTACT:</u>	Tom Tieppo, (585) 753-7633
<u>DUPLICATE COPIES:</u>	<u>PLEASE SUBMIT YOUR BID IN DUPLICATE: THE ORIGINAL AND ONE (1) COPY.</u>
<u>BID INFORMATION:</u>	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.
<u>SUBMITTAL OF FORMAL PROPOSAL:</u>	<p>Bid proposal must be legible and submitted in the original form, bearing an original signature. EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.</p> <p>Bidders must submit proof that they have obtained the required Workers' Compensation and disability benefits coverage or proof that they are exempt if awarded the contract.</p>
<u>SPECIFICATION ALTERATIONS:</u>	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.
<u>NYS WAGE RATES:</u>	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# 2012005595 developed for this project.
<u>QUANTITIES:</u>	The quantities listed on are the estimated <u>annual</u> requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term.

BRAND REFERENCE:

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

QUALIFIED BIDDER:

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

**METHOD OF
AWARD:**

Monroe County intends to award the bid to the lowest responsive and responsible bidder, based on the **TOTAL**. **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 **July 31, 2013**, with the option to renew the contract up to four (4) additional twelve (12) month periods with the mutual consent of both parties.

PRICE CHANGES:

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

MINIMUM ORDER:

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

**PURCHASE ORDER
ISSUANCE:**

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

**BILLING
PROCEDURE:**

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

**UNCONTEMPLATED
PURCHASES:**

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

**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.

SUBCONTRACT:

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

RELATED ITEMS:

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

**REPORT OF
PURCHASE:**

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

OTHER AGENCIES:

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

INDEMNIFICATION:

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

BP #0510-08
DRAIN / PIPE / GRIT CLEANING SERVICE
SPECIFICATIONS

1.00 GENERAL:

1.01 SCOPE:

The Monroe County Department of Environmental Services is seeking a qualified Bidder to perform drain cleaning. The work to be done shall include pipe cleaning, grit lines, suction lines, solids and hydro excavation in lines from 4" to 120" in diameter. All work to be done under this contract and in accordance with these specifications consist of furnishing of equipment, material, supervision, labor, technical knowledge and skills necessary to satisfactorily and safely complete the job. The Bidder shall perform all work required to complete the drain cleaning program satisfactory to the County.

1.02 PRE-BID INSPECTION:

It is strongly recommended that Bidders arrange a pre-bid inspection of the areas to be cleaned and to review all available data. Any failure by the Bidder to acquaint himself with all available information concerning the work will not relieve him from the responsibility of carrying out the work intended by this contract.

1.03 CONTACT PERSON:

Tom Tieppo
Monroe County Department of Environmental Services
Frank E. VanLare Wastewater Treatment Facility
1574 Lakeshore Boulevard
Rochester N.Y. 14617
(585) 753-7633 – Office
(585) 202-0926 – Cell
E-mail: ttieppo@monroecounty.gov

1.04 QUALIFICATION OF BIDDER:

Consideration will be given only to Bidder's who can demonstrate that their background and technical abilities comply with the specifications. Bidders must have a valid and current NYSDEC Part 364 Waste Haulers permit for transporting waste. The County shall have the sole responsibility for determining from the information submitted by the Bidder if the proposed work meets the contract specifications. Should the apparent low Bidder fail to meet the requirements of the contract specifications as determined by the County's review of the Bidder's technical specifications, the bid shall be rejected and the next low bid shall be considered. Bidders will not be allowed to submit the technical specifications a second time. However, additional supplementary information may be submitted, if required by the County.

Personnel:

The Bidder shall provide trained and certified personnel with the following training and certifications:

- A. Trained, competent, personnel able to operate all equipment as described in the specifications.
- B. Completion of 10-hour OSHA Construction Safety & Health Training course (40-hour HAZWOPER preferable).
- C. Confined Space Entry (CSE) trained and certified personnel for entering manholes and other confined spaces as needed to perform the work. CSE personnel must have a current physician approval for working in respiratory protective equipment.
- D. Requirements for employee physical, provided include pulmonary function testing, chest x-ray, EKG and respirator fit testing for both full face and half face pressure demand respirator types. CSE personnel must also have current First Aid/CPR training.

1.05 SUBMITTALS:

Bidder's shall submit with their bid a description of their firm and documentation of experience as it pertains to drain cleaning, pipe cleaning, grit lines, suction lines, solids and hydro excavation in lines from 4" to 120" in diameter, rig work of similar size and scope must be included.

1.06 SERVICE DESCRIPTION AND PRICING:

This service will consist of drain cleaning. Cleaning shall be quoted at an hourly rate.

A. Time Charges:

The following applies to **all** service visits:

- 1. The total time is to be computed from the time of arrival at the job site to the time of completion of the service call, with the exception of any personal time (i.e. meal break). No time charge will be considered for the trip to or from the job site.
- 2. All time is to be computed to the nearest half hour.
- 3. A one (1) hour minimum time charge will be permitted for any service call.
- 4. Charges shall be for a two person crew.
- 5. Rates:
 - a. Normal daily rate - 8:00 A.M. – 4:00 P.M., Monday – Friday.
 - b. Scheduled Off-Hour rate – scheduled work that takes place after 4:00 P.M. and before 8:00 A.M.

- c. Emergency rate for calls after 4:00 P.M. and before 8:00 A.M., Monday – Friday and weekends.
- d. Holiday rate.

B. Mileage:

There shall be no mileage charge allowed.

C. Project Schedule:

- 1. Prior to the performance of the work, the Bidder shall supply a work schedule to the plant or facilities manager or his designee. All work to be performed during normal working hours, 8:00 A.M. to 4:00 P.M. No work shall be done at any facility without the expressed written consent of the plant or facilities manager or his designee.
- 2. All starting or stopping of equipment shall be done by Monroe County Personnel only, with the direction of the Supervisor of the appropriate department or his designee.
- 3. All work shall be coordinated through the appropriate Supervisor or his designee. Any work related problems shall be brought immediately to the attention of the Supervisor.

D. Response Time:

- 1. Bidder shall arrive at the site within two (2) hours of receiving a call.
- 2. Bidder shall be capable and will be required to respond at any time, 365 days per year, within two (2) hours to an emergency request by any authorized Monroe County personnel with any of the equipment for any of the services detailed in this specification.

E. Experience:

The bid requires documentation of experience. Bidder and their employees must have HAZMAT and OSHA training.

F. Safety and Precautions:

Safety practices shall include, but are not limited to the following requirements:

- 1. Occupational Safety and Health Act.
- 2. Accident Prevention Manual for Industrial Operations, National Safety Council.
- 3. Applicable state and local safety operating procedures.
- 4. Owner's safety practices.
- 5. National Fire Protection Assoc. - NFPA 70E.
- 6. American National Standards for Personnel Protection.

7. Hazard Material.

G. Sequence of Work:

Interior Drains: The Bidder shall supply a work schedule to the plant or facilities manager or his designee.

Bidder will work with the jetter during the initial attempts and the rod machine would follow if the jetter is unsuccessful. The rod machine would work at large debris and heavy blockages. In the event of an unremovable blockage, the color camera with the 512 MHz signal and locator will be used to track the "run" of the drain and to identify exactly where the unremovable blockage exists. The bidder will perform excavation in the exact location of the unremovable blockage and perform repairs to drain and flooring for interior drain runs. Flooring shall be restored to original material and cover surface. Each completed drain run cleaning shall be video graphed with color camera and provided to the Supervisor of the appropriate department or his designee, prior to payment authorization. The video graph shall be either VHS videotape format or on DVD in Windows Media Audio/Video file format (WMV).

G. Equipment Operating Skills

Extraction of Broken Rods: The Bidder shall take whatever corrective action is required to remove any broken rods from a drain line being cleaned, up to and including excavation and replacement of the line, at no cost to the County.

1.07 AVAILABILITY:

Bidder shall have a twenty-four (24) hour staffed phone service.

2.00 EQUIPMENT:

The Bidder shall provide:

- A. High pressure water blasting pumps with associated hoses, nozzles, guns, and equipment capable of pressures up to 40,000 psi and able to remove various types of hard water scale and other deposits.
- B. Combination sewer jetting/vacuum trucks capable of cleaning and vacuuming material from storm and sanitary sewer pipes up to 72" diameter. Equipment must be capable of cutting and removal of roots. Contractor must have a valid and current NYSDEC Part 364 Waste Haulers Permit for transporting waste. Contractor must also provide off-road sewer cleaning equipment for flushing/cleaning and inspection of off-road manholes and sewer lines. Trucks must be in good condition with no dump body or door leaks, water hose leaks, pressure hose leaks, vacuum hose leaks, or engine fluid leaks.

- C. Contractor may be required to provide bucket and winch type equipment for removal of large obstructions and heavy sediments. A minimum of two winches are required with at least 500 feet of cable on each winch.
- D. Inflatable sewer plugs for pipe sizes from 4" up to 72" diameter.
- E. 2" to 6" diameter bypass pumps including suction and discharge hoses for bypass sewer pumping to be used in combination with inflatable sewer plugs to isolate sections of pipe to perform cleaning and CCTV inspection.
- F. Smoke testing equipment for testing storm and sanitary sewer pipes for leaks. Smoke testing equipment shall include adequate fans and plugs to isolate the section being tested.
- G. Full color closed circuit video inspection equipment with crawler type camera and computer software capable of inspecting and recording to DVD sewer lines up to 72" diameter. The radial view video camera used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear picture for the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The camera, television monitor, recorder and other components of the video system shall be capable of producing a minimum 500-line resolution color picture.
- H. Full color push type camera with self-leveling camera for inspecting and recording to DVD pipes and lines as small as 2" diameter.
- I. Confined Space Entry and rescue equipment including but not limited to, rescue and retrieval equipment, air monitoring equipment for monitoring confined spaces for CO, O₂, H₂S, LEL, lifelines, full body harnesses, tripod/winch setup, manhole barricades, Self-Contained Breathing Apparatus.
- J. Hydro-excavation equipment for locating underground utilities.

2.01 EQUIPMENT DESCRIPTION (DRAIN AND PROCESS PIPE CLEANER):

The Bidder shall provide high pressure water blasting pumps capable of removing various types of hard water scale and other deposits with the following features:

- A. Operating pressures: ≤10,000 psi, ≤ 20,000 psi, ≤ 40,000 psi with volumes ranging from 10 gpm to 50 gpm.
- B. Self-feeding cleaning nozzles: designed for cleaning pipe interiors for all pressure ranges described in specifications listed under item A. Operating Pressures.
- C. Hoses and cleaning nozzles capable of cleaning pipes as small as ≤ ½" diameter and with various angled elbows/pipe fittings from 45° to 90° and up to 300 LF in length.

- D. Hose whip checks, foot pedals, anti-withdrawal mechanisms, “stingers”, safety shrouds, double trigger guns, and any other industry standard safety devices listed by the National Water Jet Safety Association for operating high pressure water blasting with pressures above 4,000 psi.

2.02 EQUIPMENT DESCRIPTION SEWER FLUSHER/VACUUM TRUCK COMBINATION:

The drain cleaning (3” thru 72”) shall be performed at an hourly rate with a Vactor 2100 or County approved equal with the following features:

- A. 65-85 gpm multi-flow pump capable up to 120 gpm.
- B. 1500 gallon capacity water tank(s).
- C. Operating pressure up to 2500 psi.
- D. 15 CY debris body with fully operational dump door for offloading debris.
- E. Fully functional automatic float system to prevent overfill of debris body.
- F. Hydraulic telescoping boom.
- G. Hydraulic rewind hose reel with minimum 500 ft. of 1” diameter supply hose and minimum 150 of ½” supply hose.
- H. Wash down gun.
- I. Selection of nozzles for various applications and pipe sizes including root cutters, grease cutters, culvert cleaning.
- J. Hydro-excavation kit for “soft dig” applications around underground utilities.
- K. Positive displacement blower capable of producing 18 hg vacuum at 5,000 cfm.

2.03 EQUIPMENT DESCRIPTION (MISC.):

The Bidder shall provide a color camera with a 512 MHz signal and locator to be used to track the "run" of the drain and to identify exactly where an unremovable blockage is located.

The Bidder shall provide all necessary tools, equipment, parts, materials and labor to perform the work necessary to provide successful completion of drain line cleaning, including floor demolition and drain repair if required and restoration of flooring and covering surface materials.

BP #0615-12
DRAIN / PIPE/ GRIT CLEANING SERVICE
UNIT PRICE SHEET

	<u>UNIT PRICE</u>
Regular Hours (Normal hours 8 AM – 4 PM, M-F)	\$259.00/HR.
Scheduled Off Hours (After 4 PM – before 8 AM, M-F)	\$259.00/HR.
Emergency Off-Hours & Weekends (After 4 PM – before 8 AM, M-F and Weekends)	\$285.00/HR.
Holidays* (*per the NYS Department of Labor Article 8 Prevailing Wage Schedule.)	\$311.00/HR.