

**ORLEANS COUNTY**

**Request For Proposal  
For  
Orleans County**

**2016 Public Health Passenger Vehicle**

**PROPOSAL 2016-01**

**Issue Date:**

**November 9, 2016**

**Due Date:**

**November 15, 2016**

**11:00 A.M., Local Time**

**Respond to:**

**ORLEANS COUNTY LEGISLATURE  
3 Courthouse square  
Albion, NY 14411**

**Attention:**

**Nadine Hanlon  
Clerk of the Legislature**

**REQUEST FOR PROPOSAL  
2016 PUBLIC HEALTH PASSENGER VEHICLE  
ORLEANS COUNTY  
PROPOSAL #2016-01**

Orleans County is currently seeking Proposals for the purchase of one (1) passenger vehicles model year 2016 or 2017, new unused in-stock mid, full size sedan or SUV, for the Orleans County Department of Public Health.

An outline of specification requirements for the Proposal may be obtained from the Orleans County Legislature office, either in person or upon request between the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday. Telephone requests may be made by calling 585-589-7053.

Proposals must be in the possession of the Orleans County Clerk of the Legislature, 3 South Main St., Suite 2, Albion, NY 14411, by Tuesday, November 15, 2016, no later than 11:00 a.m. eastern time, at which time all Proposals will be publicly opened and read. All Proposals must be accompanied by a non-collusion statement in order to be considered.

Orleans County reserves the right to forego any formalities and reject any or all Proposals.

Orleans County is an Equal Opportunity Employer.

**ORLEANS COUNTY  
RESPONSE CHECKLIST**

**Proposal #2016-01**

The Proposer's attention is especially called to the terms listed below, which must be submitted in full as part of this Proposal.

Failure to submit any of the documents listed below as a part of your Proposal, or failure to acknowledge any addendum in writing with your Proposal, or submitting a Proposal on any condition, limitation or provision not officially invited in this Proposal may be cause for rejection of the Proposal.

Please check each item indicating compliance.

**THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE.**

- RESPONSE CHECKLIST
- ADDITIONAL LITERATURE/WARRANTY /BROCHURES
- PROPOSAL FORM
- PROPOSAL SHEET (Price Sheet – Pages 1 & 2)
- NON-COLLUSION FORM
- ONE (1) ORIGINAL AND TWO (2) COPIES OF PROPOSAL DOCUMENTS
- ADDENDUM(S) ACKNOWLEDGED (IF APPLICABLE)
- VENDORS RESPONSIBILITY FORM

Please read all the information contained in all pages of this package.

<b>COMPANY</b>		<b>TELEPHONE NUMBER</b>
<b>ADDRESS</b>	<b>ZIP CODE</b>	<b>FAX NUMBER</b>
<b>AUTHORIZED REPRESENTATIVE (PRINT)</b>		<b>TITLE</b>
<b>AUTHORIZED SIGNATURE</b>		<b>DATE</b>

**2016 PUBLIC HEALTH PASSENGER VEHICLE  
PROPOSAL #2016-01**

**SPECIFICATIONS:**

The following specifications are meant to serve as guidelines only and, as such, are not meant to be exclusive to any Vendor.

**A. DEVIATION FROM SPECIFICATIONS.** In the event that proposed supply items differ from these guidelines, the Vendor shall attach an explanation detailing all differences, both above and below these guidelines. Each and every Proposal will be evaluated based upon Method of Award criteria set forth in this document. Final determination of purchase award, based upon stated criteria, is the sole discretion of the County.

**B. DOCUMENTATION/MANUALS.** Proposal will include delivery of all manufacturers and/or supplier's manuals and guides.

**C.** Whenever in these specifications a particular make or model number is indicated, it is done solely to establish the level of quality desired. This should not be interpreted to mean that the make or model specified is the only one acceptable.

***Brand name(s) and/or catalog number(s) are given for the purpose of identification and to denote the standard of quality designated, and do not, in any way restrict Vendors to a specific make and manufacturer.***

**GENERAL INFORMATION** - The vehicle shall, in all respects, meet or exceed all requirements of the Federal Government and the State for the model year Proposal. The vehicle shall include all standard equipment normally sold and marketed to the retail public, unless specifically deleted.

**METHOD OF AWARD -**

The method of award shall be Best Value. This shall be a single award.

Factors to be considered shall be as follows:

- Price
- Features
- Fuel Economy
- Cost of Ownership
- Availability of warranty service (including logistics)
- Usefulness in other roles within the county operation
- Resale Value

**METHOD OF AWARD (CONTINUED)**

Relative weighting:

Price, Cost of Ownership and Resale Value = 60 percent

Remaining factors = 40 percent

**BASIC WARRANTY** - The manufacturer's standard warranty will apply. The warranty shall be honored by all manufacturers' dealers in New York State. The warranty period for all coverage shall begin on the date the vehicle is put in service.

**OPERATORS MANUAL** - The successful vendor shall furnish one operator's manual with each vehicle.

**EMISSION CONTROLS** - Vehicles and engines shall comply with the regulations of the Federal Government and New York State governing Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines in effect on the date of manufacture.

**MOTOR VEHICLE REGULATIONS** - Each vehicle delivered shall comply with all applicable laws and regulations of the New York and Federal Government in effect on the date manufacture.

**DESIGN** - The vehicle furnished under this specification shall be from the vehicle manufacturer's current production. Vehicle shall be complete with all the necessary operating components and accessories customarily furnished the general public, or commercial market, whether stipulated herein or not; together with such modification and attachments as may be necessary or specified to enable the vehicle to function reliably and efficiently, in sustained operation.

**EQUIPMENT** - All items of standard equipment which are normally provided by the manufacturer shall be furnished unless such items are expressly deleted or are specified to be other than standard. When optional equipment is specified, all components listed in the manufacturer's data book as being included with the option shall be furnished.

**NOTE: ALL EQUIPMENT AND ACCESSORIES SHALL BE FACTORY INSTALLED, AS PERMITTED BY DOT REGULATIONS.**

**LIQUIDATED DAMAGES** - In the events of a delay or default in any delivery, providing such delay or default is directly attributable to the successful Vendor, the County shall be entitled to and shall assess against the successful Vendor as liquidated damages and not by way of penalty, a sum calculated as follows:

Ten dollars per day per vehicle to compensate for delay, and other losses, detriments and inconveniences attendant upon such delay from the end of the grace period commencing from the

**LIQUIDATED DAMAGES (Continued)**

time delivery was due under the contract. A grace period of seven calendar days commencing on and including the contract date for delivery shall be extended to the vendor prior to the assessment of such liquidated damages. Notice is hereby given to the successful Vendor that despite the extensions of the grace period herein specified - TIME SHALL BE AND IS OF THE ESSENCE IN REGARD TO DELIVERY OF THE VEHICLES.

Liquidated damages, if assessed, shall be deducted from the purchase order price for each vehicle delivered against such purchase order.

## **PASSENGER VEHICLE SPECIFICATIONS**

**THIS PART OF THE PROPOSAL IS FOR ONE PASSENGER VEHICLE FOR THE ORLEANS COUNTY DEPARTMENT OF PUBLIC HEALTH.**

**Engine** – 4 or 6 cylinders, Electronic Fuel Injection.

**Transmission** - Automatic,

**Tilt Steering Wheel** with adjustable steering column.

**Brakes** - Four wheel anti-lock brake system (ABS).

**Power Windows** - Manufacturer's standard

**Locks & Keys** – Power door locks.

**Mirrors** - Dual remote control outside rear view mirrors.

**Windshield Wiper** - Electric, 2 speed minimum, intermittent wiper system.

**Air Conditioning**

**Seats/front** – 6-way, power assist driver only.

**Delivery** - 30 days

Vehicle must be delivered, fully serviced and ready for use.

### **QUESTIONS/APPOINTMENT:**

Chuck Nesbitt, Chief Administrative Officer  
Orleans County Legislature  
3 South Main St., Suite 2  
Albion, NY 14411  
(585) 589.7053  
Fax: (585) 589.1618  
Email: cnesbitt@Orleansny.com

### **PROPOSAL FORMAT:**

- Proposals must be submitted using the bid sheet included in these specifications.
- Proposals must be accompanied by a signed Proposal Form and signed Non-Collusion Statement. These forms can be found at the end of these specifications.
- One original and two copies of the Proposal sheet must be provided.
- Read all documents contained in the Proposal package.
- Vendors are responsible for submitting their Proposals to the Orleans County Legislature, 3 South Main St., Suite 2, Albion, NY 14411, **Tuesday, November 15, 2016 no later than 11:00 a.m.** No Proposals will be accepted after the designated time indicated in this Proposal package. Faxed or electronic Proposals will NOT be accepted.
- Vendors are responsible for reporting, in writing, any errors found in the Proposal specifications to the Orleans County Chief Administrative Officer.
- Vendors shall indicate on the outside of their sealed Proposal the following information:
  - a. Title of Proposal and Proposal Number
  - b. Date and Time of Proposal Opening
  - c. Company Name

**Failure to meet any of the above items may result in the rejection of the Proposal as being unresponsive. All Orleans County General Bid Specifications shall apply.**

**Late Proposals:**

Proposals received by the CAO *after* the date and time prescribed shall not be considered for contract award and shall be returned to the vendor as non-responsive. The Vendor is responsible for the delivery of the Proposal. If the Proposal is delivered to the wrong county office, by any delivery method, the Vendor bears the responsibility. Delivery of the Proposal to the specified location at the prescribed time and date is the sole responsibility of the Vendor. The County employee whose duty it is to receive Proposal documents will decide when the specified time has arrived and no proposal received thereafter will be accepted.



## County of Orleans

### General Bid Specifications

Revised: 3/2/98

**Specifications shall be binding upon bidders and contractors submitting bids or furnishing materials in connection with proposals received or contracts awarded by the County of Orleans**

#### BIDS

1. All bids must be submitted on forms provided by the County. All bids must be sealed. The date and time of bid opening will be given on the Notice to Bidders. All bids will be opened and tabulated publicly at the time and place set forth in the proposal. All bids received after the time stated in the Notice to Bidders cannot be considered and will be returned unopened to the bidder.
2. All information required by the proposal and specifications must be supplied by the bidder. Each bid offered shall be construed to be completely in accord with the specifications and proposal unless the bidder explains all deviations and qualifications in detail on the bid proposal.
3. Prices and information required by the proposal, except the signature of bidder, should be typewritten or printed in ink for legibility. Bids written in pencil may be rejected. The County may interpret or reject illegible or vague bids and their decision shall be final. All signatures must be written in ink. Facsimile, printed, or typewritten signatures are not acceptable. **No alteration, erasure, or addition is to be made in the typewritten or printed matter of the specification or the proposal.**
4. It is the intent of the Owner to obtain a proposal for all work to be performed under this contract. The total price shall be the sum of all material and installation cost for each bid item as defined herein, to include all labor and material. Prices must be net, including transportation and delivery charges fully prepaid by contractor to the destination (s) indicated in the proposal. The price shall not include any sales tax. Cash discounts will not be considered as a basis for award in any contract.
5. **No interpretation of the meaning of the specifications or other contract documents will be made to any bidder orally.** Every request for such interpretation should be in writing addressed to Orleans County Legislature, 3 South Main Street, Court House Square, Albion, New York 14411-1495 and must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and supplemental instructions will be in the form of written addenda to the specifications, which, if issued, will be mailed by registered mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such proposals), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.
6. **In all specifications or proposals, the words "or equal" are understood to appear after each commodity given manufacturer's name or catalog reference, or on any patented commodity.** If bidding commodities other than those specified, bidder must in every instance give the trade designation of the commodity, the manufacturer's name, and detailed specifications of commodity proposed, otherwise bid will be construed as submitted on the identical commodity described in the specification.
7. Used, damaged, remanufactured or obsolete items are not acceptable unless specifically requested and if offered or delivered shall be rejected and the contract may be canceled.
8. 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 90% of items may have his bid declared incomplete. The bidder **must** insert the price per unit specified, and the price extension for each item in his bid if required. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices must be extended in decimals, not fractions.
9. Bidders are cautioned to verify their bids before submission, as bids and amendments to bids or requests for withdrawal of bids received by the County after the time specified for the bid opening will not be considered.



#### BID SECURITY

*(Section 10 is applicable when checked)*

10. Each bid shall be accompanied by security in an amount equal to at least five (5) percentage of the base bid made payable to Orleans County as a guarantee that if the contract is awarded to the bidder, he will sign the agreement and furnish satisfactory performance bonds insurance certificates.

Bid security shall consist of either:

- (1) a certified check

(2) a bid bond secured by a guarantee or surety company authorized to do business in the state of New York. If a Successful bidder fails to sign the agreement and deliver required bonds and insurance certificates within ten days after receipt of the Notice of Award, he shall forfeit the bid security.

#### **SAMPLES**

11. When samples are required, failure to submit them in accordance with instructions may be sufficient cause for rejecting a bid or canceling an award.

12. If in the judgment of the County, the sample is not in accordance with the requirements stated in the specifications, all commodities delivered will be of the same quality and identify as the sample.

13. When an accepted sample exceeds the minimum specifications, all commodities delivered will be of the same quality and identity as the sample.

14. 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 relating to the commodity. All samples are subject to tests in the manner and place designated by the County. Samples consumed or made useless by testing cannot be returned to the bidder. When 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.

15. Samples may be held by the County during the entire term of the contract for comparison with deliveries.

16. 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 to any relief from the conditions imposed in the proposal, specification and related documents. If feasible, standard samples will be made available to the bidder for examination prior to the bid opening date.

#### **AWARDS**

17. The County reserves the right before making an award to make investigations as to whether or not the items, qualifications, or facilities offered by the bidder meet the requirements set forth in the proposal and specifications, and is ample and sufficient to insure the proper performance of the contract in the event of award. The bidder must be prepared, if requested by the County, to present evidence of experience, ability, 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 is bidding. If, in the opinion of the County, it is found that the conditions of the proposal and specifications are not complied with, or that items proposed to be furnished to not meet the requirements

called for, or that qualifications, financial standing, or facilities are not satisfactory, the County may reject such a bid. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that is obligatory upon the County to make any investigations before awarding a 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.

18. Contracts shall be let to the lowest responsible bidder. Responsibility is determined by taking into consideration the reliability of the bidder, the qualities of the articles proposed to be supplied, their conformity with the specifications, the purposes for which required and the terms of delivery and any historical performance record of the bidder that may be maintained by the County.

19. A bidder may be disqualified from receiving awards if such bidder, or anyone in his employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.

20. The County reserves the right to evaluate and/or reject all bids in whole or in part, and to waive technicalities, irregularities, and omissions, if in its judgment, the best interests of the County will be served.

21. The County 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.

22. If two or more bidders submit identical bids as to price, the decision of the County to award a contract to one or more of such identical bidders shall be final.

#### **DELIVERY**

23. 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 orders by the contractor. The decision of the County as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of purchase order shall rest with contractor.

24. Any extension of time of delivery must be requested in writing by the contractor and approved in writing by the County.

25. The County will not schedule any deliveries for Saturday, Sunday, or legal holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the County will govern.

26. 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, baling, or stacks. The containers shall remain the property of the County unless otherwise specifically agreed to in the contract.

27. Point of Destination: All deliveries shall be unloaded at the storeroom door of the ordering Agency or Department unless otherwise stated in the proposal or specification.

28. Commodities purchases are understood to be purchased on an f.o.b. point of destination basis. Title shall not pass until commodities have been received by the Agency or Department.

29. When commodities are rejected and notice of such rejection having been provided to the bidder, they must be removed by the contractor from the premises of the Department or Agency within five (5) days of 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.

#### **DEPOSITS**

30. Unless otherwise expressly indicated, specification deposits are retained by the County only until a contract has been awarded; at which time they are returned to all bidders who return the specifications in good condition. Failure, on the part of a contractor, to execute a proffered contract may result in forfeiture of his bid deposit.

#### **PAYMENTS**

31. Payments will be made by the County after presentation of a complete invoice to the County upon completion of normal auditing procedure.

32. In any case where a question of nonperformance of a contract arises, payment may be withheld in whole or in part at the discretion of the County. 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.

33. 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 an invoice and payment thereof by the County shall not preclude the County from demanding a price adjustment in any case where the commodity delivered is later found to deviate from the specification 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 County.

34. The contractor must agree to transfer the ownership of the material for each bid item by separate billing before it is incorporated in and becomes a part of real property.

#### **PROGRESS PAYMENTS AND RETAINAGE**

35. On all public works projects, the successful bidder shall within ten days of contract of award, submit for County approval, a proposed progress payment schedule based on each separable portion of the work including a

suitable sum for testing and initial operation of each portion.

36. On or before 15th of every month, the Contractors shall submit an invoice covering the percentage of work completed, based on the approved benchmarks. Not later than the last day of the month following the submittal of an approval invoice, the county shall make partial payment based on the work performed during the preceding period as follows.

1. The County shall retain 10% (5% when a performance bond has been required) of the amount of each estimate.

2. When the project is substantially complete (operational or beneficial occupancy), the retained percentage may be reduced to an amount equal to two times the value of any remaining items to be completed as determined by the County.

3. Upon final acceptance by the County, the County will release all retainages less any charge for corrective work performed or required.

#### **TAX PROVISIONS**

37. Purchases made by the County of Orleans are not subject to State or Local sales taxes or Federal Excise taxes. To satisfy the requirements of the New York State Sales Tax, the purchase order issued by an agency or institution of New York State for supplies or equipment, will be sufficient evidence that the sale by a contractor or vendor was made to the County of Orleans, an exempt organization under Section 1116 (a) (1) of the Tax Law. Exemption certificates for Federal Excise taxes will be furnished upon request by the Treasurer's Department.

#### **GUARANTEES BY CONTRACTOR**

38. Contractor hereby guarantees:

(a) To save 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 uncopyrighted 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, licenses, and fees and give all notices and comply with all laws, ordinance rules and regulations of the State of New York, Orleans County and any Village or Town in which the installation is to be made.**

(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.

(d) The Contractor shall warrant all materials and workmanship to be free from any defects for a period

of one (1) year from the date of substantial completion unless a longer period is called for in the specifications

(e) In emergencies occurring during the guarantee period, the Owner may correct any defect immediately and charge the cost to the Contractor. The Owner shall at once notify the Contractor, who may take over the work and make any corrections remaining after his forces arrive at the work. Repair work not started within seven days following notice to the Contractor of any defect may be considered an emergency.

(f) The Contractor shall also obtain and furnish to the Owner's Representative written Manufacturer's Warranties for all major materials and for all equipment. The terms of the warranty shall be as individually specified for the item; if no term is specified, the terms shall be a minimum of one year.

#### CANCELLATION OF CONTRACT

39. Upon failure of the contractor to deliver within the time specified, or failure to make prompt replacement of rejected commodities when so requested, the County may purchase from other sources to replace the commodity ejected or not delivered. On all such purchases, the contractor agrees to reimburse the County promptly for costs in excess of the contract cost. 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 County.

40. A contract may be canceled by the County at the contractor's expense upon non performance of contract.

41. Pursuant to Section 103-a of the General Municipal Law of the State of New York, all contractors shall comply with such section which essentially provides that upon the refusal of any person called before a Grand Jury or other designated body to testify concerning any transaction or contract had with each municipality, or with any department, agency, or official of the municipality, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract;

(a) Such person and any firm, partnership or corporation of which he is a member, partner, director or officer, shall be disqualified from thereafter selling to, or submitting bids to, or receiving awards from, or entering into any contracts with the said municipality or any department, agency or official thereof for goods, work or services for a period of five (5) years after such refusal, and

(b) Any and all contracts between the said municipality and such person, and/or any firm, partnership or corporation of which he is a member, director or officer, may be canceled or terminated by said municipality without incurring any penalty or damages for such termination or cancellation, but any moneys owing by the said municipality for goods delivered or work done prior to the termination of cancellation shall be paid.

#### DRAWINGS

42. Rough and/or shop drawings shall be furnished if deemed necessary and required by the specifications. Such drawings shall be considered as forming part of the specification and the contract to which they relate. All lettering on the drawings shall be considered a part of the drawings.

43. Approval by the County of shop drawings of details for any commodity will not relieve the contractor from responsibility for furnishing same of proper dimensions, 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, or are intended to deviate from the layout or descriptive drawings are submitted stating the difference in value between the contract requirements and that denoted by said shop drawings.

44. Rough and/or shop drawings will be examined by the County and, if necessary, will be returned to the contractor for correction. After the corrections have been made, the contractor shall resubmit to the County as many copies as required for final approval. **All drawings and copies thereof shall become the property of the County.**

45. Prior to the start of any work, the contractor will review their installation procedure with the appropriate County department. The review should involve such areas as safety, emergency notification, access to premises and notification prior to disruption of utilities.

46. Equipment, supplies and materials shall be stored at the site only upon the approval of the county and at the contractor's risk. In general, such on-site storage shall be avoided to prevent possible damage or loss of the material.

47. **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 entire operation and install his equipment promptly.

48. Installation shall also include the furnishings 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.

49. Contractor shall clean up and remove all debris and rubbish resulting from his 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.** Contractor 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.

50. 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.

51. Contractor shall furnish adequate protection from damage for all work and shall repair damages of any kind for which he or his workmen and/or subcontractors are responsible.

#### SAVINGS CLAUSE

52. The contractor shall not be responsible for any losses resulting from his failure to perform properly, if such failure was due to causes beyond his control, and without his fault or negligence, including wars, acts of public enemies, strikes, fire, and floods, provided that the contractor shall within ten (10) days from the beginning of any such delay, notify the County, in writing, of the cause of such delay.

#### CONTRACTS

53. All bids shall be received with the understanding that the acceptance thereof, in writing, by the County, with the approval of the County Attorney, shall constitute a contract between the bidder and the County. The mailing of either a notice of contract award or of a purchase order to the address on the bid shall be sufficient notice of such acceptance. No commodities are to be shipped or delivered until such notice is received.

54. Unless terminated or canceled by the County pursuant to authority vested in it, contracts will remain in force for the period specified. Contracts shall be deemed executory only to the extent of money available to the County for the performance of the terms hereof and no liability on account thereof shall be incurred by the County of Orleans beyond moneys available for the purpose thereof.

55. Unless otherwise specified, the quantities listed in the proposal are subject to change to conform with Agency or Department requirements. **Over runs shall not be accepted.** If the same or a smaller quantity of a commodity is sold by a contractor holding a County contract for such commodity at a price below the County contract price, the price to the County shall be reduced to the lower amount.

56. **The contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract to any other person, company, or corporation without the prior consent, in writing, of the County.** (Approval of the County is not required for the assignment of moneys due for contract deliveries. Such assignment should be filed directly with the Treasurer.)

#### NONDISCRIMINATION

57. All Bidders will be required to comply with the President's Executive Order No.'s 11246 and 11375 which

prohibits discrimination in employment regarding race, creed, color, sex, or national origin.

#### INSURANCE

58. The Contractor shall so conduct the work that persons and property are protected at all times. The contractor shall protect, indemnify, and hold harmless including payment officers, agents, employees, and the owners of land upon which any operations under this contract take place, from any liability, cost, loss or damage on account of any injury to persons, property or both, arising from the contractor's performance under this contract. The Contractor shall defend at his own expense all suits which may be brought to recover damages arising from the Contractor's performance under this contract including suits or actions against the persons named above.

59. The contractor shall procure at his own expense and maintain for the life of this agreement, insurance for injury, damage, costs or claims in the kind and amounts as specified in attachment "A". Such policies shall embrace all operations to be performed under the contract. **All insurance, with the exception of Workers' Compensation and Employers Liability shall name Orleans County as additional insured.**

60. No work is to be commenced until all required certificates of insurance have been accepted by the County Attorney. All policies must provide a 30 day written notice prior to expiration, cancellation or diminishment and renewal certificates must be submitted prior to expiration date. Any deductibles or self-insured retention must be declared to and approved by the municipality.

#### PUBLIC WORKS CONTRACTS

61. The contractor specifically agrees to comply with Article 8 (Section 220-223) of the NYS Labor Law.

Workers employed by a Prime Contractor or his or her subcontractor on any County Public Works project shall be compensated at the "Prevailing Rate", including Supplemental Benefit Payments, as determined by the New York State Department of Labor. **Copies of these rates, whether attached to these documents or not, shall be considered a part of the Contract Document. Increases in the Prevailing Wage Rates shall be paid by the contractor at the time the new rates take effect, at no additional cost to the County.**

Every contractor and sub-contractor shall submit to the county within thirty days after issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll record as required by Chapter 565 of the Laws of 1997 subscribed and affirmed as true under the penalties of perjury.

**NON-COLLUSIVE BIDDING CERTIFICATION**

By submission of this bid or proposal, pursuant to N.Y.S State General Municipal Law, Section 103d, the bidder certifies that:

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; and
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. Where a bid contains this certification, it 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.

**I hereby affirmed under the penalties of perjury that the foregoing statement in true. I also acknowledge that a false statement made in the foregoing is punishable under Article 210 of the Penal Law.**

**Signature of Authorized Agent** \_\_\_\_\_ **Date** \_\_\_\_\_

Name and Title of Authorized Agent \_\_\_\_\_

*(Please Print)* \_\_\_\_\_

Name of Firm Submitting Bid \_\_\_\_\_

Address \_\_\_\_\_

**County of Orleans**

**Bidder Response Form**

**Return to:**

Orleans County Legislature  
3 South Main Street  
Albion, New York 14411-1495

**RE:** \_\_\_\_\_

Gentlemen:

The undersigned Bidder has carefully examined the form and content of the specifications, plans, and contract, and has examined the site of the work, and hereby proposed to furnish all necessary plans, labor, materials, equipment and tools required to perform and complete the work in strict accordance with the conditions reported, intended or implied, both particularly and generally by the specifications at the prices herein stated.

Total Price \_\_\_\_\_

Model of Unit \_\_\_\_\_

The undersigned Bidder also agrees as follows:

**FIRST:** If this Proposal is accepted, to execute the Contract within Ten (10) calendar days of the date of Notice of Award of Contract.

**SECOND:** To begin work within thirty (30) calendar days of the date of "Notice to Proceed", and to prosecute said work in such manner and as required in the Specifications.

DATED: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

BY (Signature & Title): \_\_\_\_\_

ADDRESS OF BIDDER: \_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_

## County of Orleans Non-Bidder Response Form

**Return to:**

Orleans County Legislature  
3 Main Street, Suite 2  
Albion, New York 14411-1495

For purposes of maintaining accurate bidder lists and facilitating your response to our bid proposal, Orleans County is interested in the reason you have declined our invitation to bid. If you are not responding to this bid, please indicate why by checking any appropriate reason below and returning this form to the above address.

Your cooperation will be greatly appreciated.

We are not responding to this bid proposal for the following reason:

- Our items or materials do not meet these specifications.
- Insufficient time allowed for preparation of bid.
- Quantities are too small.
- Specifications not clearly understood (too vague, too rigid, etc.).
- Items or materials are not available from our company.
- Other reasons \_\_\_\_\_

**Please check one:**

- We are unable to bid at this time but would like to be considered for future bids.
- We are unable to bid at this time and are not interested in being considered for future bids.

Bid Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF ORLEANS STANDARD INSURANCE REQUIREMENTS  
PURCHASES OR LEASE OF  
MERCHANDISE EQUIPMENT**

**Contracts Involving Purchase or Lease of Merchandise or Equipment**

- A. ***Comprehensive General Liability*** – with a minimum combined single limit of liability for Bodily Injury and Property Damage on \$1,000,000 per occurrence and annual aggregate. The coverage shall include:
- Products and Completed Operations
  - Contractual Liability (sufficient to cover all liability assumed under contracts with the County of Orleans)
  - Personal Injury Liability (Coverages A, B and C)
- B. ***Optional Excess “Umbrella” Liability*** – if excess umbrella liability is provided with a minimum limit of \$1,000,000 underlying coverages can be reduced to \$500,000.
- C. ***Worker’s Compensation and Employer’s Liability*** – providing statutory coverage in compliance with the Worker’s Compensation Law of the State of New York.
- D. ***Disability Benefits*** – providing statutory coverage in compliance with the New York State Disability Benefits Law.

Comprehensive General Liability, Automobile Liability and Excess “Umbrella” Liability shall name the County of Orleans and any Board, Bureau, Commission or Agency thereof as additional insureds.