

## **Instructions to Bidders/General Conditions**

### **1. Submission of Bids:**

1.1 Bids are publicly opened and read at 2 p.m. in the office of the Onondaga County Division of Purchase, 421 Montgomery Street, Syracuse, NY 13202 on the day bids are scheduled to be received.

1.2 Bids must be date and time stamped by the Division of Purchase prior to the specified time of the opening. No late bids are accepted for any reason. Bidder assumes all responsibility for on-time delivery to the Division of Purchase.

1.3 Bidders must use the proposal form and envelope furnished by the Division of Purchase when submitting their proposals. Envelopes must be sealed when submitted. Faxed bids are unacceptable.

1.4 Separate bid envelopes must be submitted for each bid reference number.

1.5 Bidders may submit bids on any one or group of items, provided that the unit prices are shown as requested.

1.6 Equipment offered in response to this bid request must be standard, new, the latest model or a regular stock product, with parts available and that the equipment and parts are not currently scheduled to be discontinued. Further, the bidder will guarantee that no attachment or part has been applied contrary to manufacturer's recommendations.

1.7 Special conditions in the specifications shall take precedence over any instructions to bidders/general conditions.

### **2. Required Submissions:**

2.1 Each bid must be signed by the bidder.

2.2 Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing.

2.3 Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice-president or person authorized to bind in the matter. A corporate resolution may be required to confirm authorization.

2.4 Bids by agents of a manufacturer must be accompanied by a certification the agent is authorized.

2.5 Bid security, performance or other bonds when required shall be issued by a bonding company authorized to do business in New York State.

2.6 Bid security, when required, must be in the amount and form as stated in the legal advertisement, as a guarantee that if the bid is accepted a contract will be executed. Bid

security deposits will be released when the written intent to award is issued of all but the three lowest bidders. Bids lacking bid security, when required, will not be eligible for award.

2.7 Performance Security, when specified, must be in the amount and form as stated in the legal advertisement. Performance security is generally required only in public works, construction, installation and certain term and service contracts. Performance security shall be of sufficient value to:

2.7.1 guarantee the contract for the faithful performance thereof;

2.7.2 guarantee all work and/or materials against all defects not due to ordinary wear and use for a period of one (1) year from date of the County's acceptance of the goods and/or services rendered and;

2.7.3 guarantee payment of any and all obligations arising as the result of the contract.

2.8 Labor and material bonds may be required in specific contracts to guarantee payment to workers and subcontractors.

2.9 When required, bidders shall fill out the material list and state clearly any variation from proposed products from that specified. Brand name and other information as necessary to be furnished on all items. Bidder should submit with bid any information, specifications, circulars, etc. that will explain or clarify the differences or compliance with the specifications.

### **3. Use of Brand Names:**

3.1 References in the specifications to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the type and quality of materials or supplies or nature of work desired. Such descriptions should not be construed as excluding bids on other types of materials and supplies or for performing the work in a manner other than specified, providing that the materials and supplies and manner of performing the work are offered are of equal quality to that specified and equally acceptable to the County for its purposes. Exceptions must be clearly stated.

3.2 The Purchasing Director will determine equal products or services.

### **4. Pricing:**

4.1 Prices must be stated in units of quantity specified. Prices submitted by bidders must be firm for forty-five (45) days from the date of the bid opening. Prices shall be in US funds only.

4.2 Prices bid shall be FOB prepaid to destination as designated. All charges for packing, crating, containers, etc. are included and being in strict accordance with specifications as shown.

4.3 Purchases by the County of Onondaga are exempt from any Federal, state or city sales tax. Exemption certificates will be provided upon request.

4.4 Where pricing is described in both words and numerals, the words will govern.

4.5 Cash or early payment discounts will not be considered in determining low bidder.

## **5. Withdrawal of Bids and Errors:**

5.1 Bids may be withdrawn at any time prior to the bid opening by written request of the bidder.

5.2 Errors in math or omission may be grounds for withdrawal of the bid after the opening at the request of the bidder and at the discretion of the Purchasing Director upon written request. Such requests must be made as soon as the error is identified.

5.3 In case of error in extending the amount of the bid, the unit prices will govern.

## **6. Purchases by Other Governmental or Authorized Entities:**

6.1 Purchases at prices quoted that result in a contract or purchase order contract with Onondaga County may be made by the City of Syracuse, each town and village, each school, fire and solid and water conservation district eligible to purchase from this contract for the term of the contract.

6.2 Any minimum order requirements, delivery charges or other deviations from the prices offered to Onondaga County government applicable to eligible organizations must be clearly stated in the bid. No such charges will be permitted if not contained in the original bid.

## **7. Interpretations:**

7.1 It is understood and agreed that in questions of interpretation in the specifications, the Purchasing Director does expressly have the right to determine the meaning and shall control the decision and such decision shall be binding and final.

7.2 Interpretations and questions relating to bid requirements, specifications, drawings, etc. must be submitted not later than seven (7) calendar days prior to the bid opening. Interpretations made will be by addendum, if required, and provided to all known prospective bidders. Bidders bear full responsibility for accepting interpretations that are not by addendum issued through the Purchasing Division.

7.3 The County reserves the right to waive informalities in a bid if such waiver does not provide a competitive advantage to any bidder.

7.4 The bidder understands and agrees that no plea of ignorance relating to data, conditions, policies or requirements of the County will be accepted as a reason for failure or default on the part of the bidder to fulfill in every respect all the requirements of the

contract. Nor will such claim of ignorance be the basis for any claim for increased compensation.

## **8. Method of Award:**

8.1 The County reserves the right to reject all bids if it is in the best interest of the County to do so. The County reserves the right to accept any item in the bid, and to award the bid in whole or in part within forty-five (45) days, unless otherwise specified, including the right to increase or reduce quantities.

8.2 Bids will be evaluated by the Division of Purchase and the department requiring the goods or services. A notice of intent to award will be issued only by the Division of Purchase.

8.3 Protests of companies, products or services being offered from competing bidders must be made as soon as possible, in writing, to the Division of Purchase.

8.4 In the event a lower bid is being rejected for any reason, the bidder will have forty-eight (48) hours to explain before an Intent to Award will be issued to another bidder.

## **9. Inspection, Samples and Testing:**

9.1 Material offered shall be available for inspection before delivery at a point agreed upon between the bidder and the County Purchasing Director.

9.2 Samples are required to be furnished by the bidder at the request of the County Purchasing Director. Samples are to be furnished at no cost to the County. Samples will be returned only at the cost of the bidder. Some samples may be retained for the life of the contract to verify delivery is in compliance with specifications.

9.3 It is understood and agreed by the bidder that deliveries tested by the County and found not to meet specifications as set forth, bidder will be billed for the test.

## **10. Delivery:**

10.1 Material is required on or before the delivery date in the specifications. The successful bidder is responsible for delivery in good condition to the designated destination.

10.2 No items are to be shipped or delivered until receipt of an official purchase order from the Onondaga County Division of Purchase or Onondaga County contract.

10.3 Guaranteed delivery date will be a consideration in making a contract award.

10.4 Failure to deliver as guaranteed may result in termination of the contract and also disqualify bidder from receiving contracts for at least two years. The County will assume no liability for any expense or loss because of such termination.

## **11. Notice to Proceed:**

11.1 The successful bidder, when required, must return the signed contract, completed insurance certificate and performance security within fourteen (14) days from the date of the letter of intent to award.

11.2 No work shall begin, nor goods delivered until the contractor has in place the required insurance and security and receives a written notice to proceed, completed contract or purchase order as appropriate.

## **12. Hold Harmless:**

12.1 The bidder, if awarded an order or contract, agrees to indemnify, defend and hold harmless the County of Onondaga, its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the bidder, its employees or agents.

## **13. Insurance:**

13.1 The bidder or contractor will furnish the amount of insurance determined and specified by the County of Onondaga.

13.2 The contractor agrees to obtain and maintain general liability insurance including comprehensive form, premises/operations, products/completed operations, broad form contractual, independent contractors and personal injury, with minimum limits of not less than one million (\$1,000,000) dollars combined single limit for bodily injury and property damage.

13.3 The contractor will obtain automobile liability insurance, including for owned, hired and non-owned vehicles with minimum limits of not less than one million dollars (\$1,000,000) combined single limit for bodily injury and property damage.

13.4 When required, the contractor shall provide to the County a certificate of insurance evidencing the insurance requirements specified on the attached sample certificate and shall name the County of Onondaga as an additional insured. The certificate shall contain a provision that the issuing company will notify the Director of Purchase by certified mail thirty (30) days prior to any change in or cancellation of the policy.

13.5 The contractor further agrees to comply in all respects with all Federal, State and County laws which pertain regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability insurance, hours of employment, wages and Human Rights.

## **14. Payments:**

14.1 The County of Onondaga will pay the bidder or contractor the amount of his bid upon the faithful performance of the contract and upon receipt of the vendor invoices from the receiving department.

14.2 Partial payments for delivered items or quantities of a bid may be made by the County upon presentation of properly executed claim voucher or invoice, unless otherwise stated. The final payment will be made by the County when the materials, supplies, equipment or services have been fully delivered or completed to the full satisfaction of the County Division of Purchase and the receiving department.

14.3 Unless otherwise specified, the County may in any contract involving construction work or labor retain up to five percent (5%) of the amount of the contract until final completion and acceptance of all work covered by the contract.

## **15. Warranty:**

15.1 Onondaga County requires a one year warranty from the date of acceptance to correct at no additional cost to the County any failure or defect in material and workmanship which appears in the equipment, goods or services supplied under this bid. Should manufacturer's, product's or bidder's warranty extend longer than Onondaga County's one year requirement, the remaining term of the bidder's warranty will be in effect at the conclusion of the County's required warranty.

15.2 Onondaga County does not accept exceptions to implied warranties of suitability or merchantability. Onondaga County does not accept limitations for recovery for incidental or consequential damages or on its legal remedies to secure such recovery.

## **16. Governing Laws and Regulations:**

16.1 The bidder is required to comply with all applicable provisions of the laws of the County of Onondaga, the State of New York and the United States of America which affect municipalities and municipal contracts and in particular the state's Labor Law, General Municipal Law, Workmen's Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Environmental Law and all State and Local Health laws, rules and regulations.

16.2 The bidder's special attention is called to those laws and requirements set forth below:

16.2.1 Section 103-d of the state's General Municipal Law requires the signing of a non-collusion certification which reads:

“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 certified as to its own organization, under the 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 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.”

16.2.2 In making his bid, the bidder warrants that this bid is made without any connection with any person making another bid for the same contract and that the bid is in all respects fair, and without collusion or fraud; also that no member of the County Legislature or other officer of the County of Onondaga or any person employed by the County of Onondaga is directly or indirectly interested in said bid or in the supplies or work to which it relates or in any portion of the profits thereof.

16.2.3 The Toxic Waste Right to Know Law requires the bidder, supplier, manufacturer to provide to Onondaga County upon delivery any and all information required by law. Onondaga County reserves the right to refuse shipments and payment when material safety data sheets (MSDS) are not supplied on delivery or request.

16.2.4 The Bidder will maintain Worker’s Compensation during the life of this contract for the benefit of the bidder’s employees as approved in Chapter 41 of the Laws of 1914 and all subsequent acts amending.

16.2.5 The provisions of Section 220 of the State’s Labor Law are deemed a part of every proposal with the same force and effect as if set forth at length.

16.2.6 Fair Employment Clause: The Onondaga County Legislature (Res. 282-73) requires contractors to support the County’s goals in equal employment opportunity. By signing this bid, the contractor agrees:

“That it will not discriminate and that it will take affirmative action to promote non-discrimination in hiring, recruitment, training, promotion and wage practices and take procedures to prevent reverse discrimination, and

“That such affirmative action shall include but not limited to incorporation of appropriate equal opportunity language in all employment recruitment efforts, notifications to appropriate unions of the contractors’ obligations hereunder, incorporation of affirmative action conditions in any subcontract, and

“That it will complete and submit the required HRC Form #1 and other required equal employment reports to the Human Rights Commission of Syracuse, and Onondaga County, and (when additional State and Federal mandates may apply)

“That it will on good faith consult with and cooperate with Fair Employment staff of the local Human Rights Commission in order to achieve compliance with any other applicable Equal Employment Opportunity Laws and Regulations.

Exemptions from local requirements only for employers with less than twenty-five (25) employees; for non-construction contracts of less than two thousand five hundred dollars (\$2,500) (unless vendor does more than ten thousand dollars (\$10,000) in business with the County in a year) and for construction contracts of less than ten thousand dollars (\$10,000).

## **17. Assignment**

17.1 The contractor is prohibited from assigning, transferring, subletting or otherwise disposing of the contract awarded from this bid without the previous written consent of the Onondaga County Purchase Director.

## **18. Termination/Default/non-performance:**

18.1 In case of the default by the bidder or Contractor, the County of Onondaga may procure the articles or services from other sources without notice and hold the bidder or contractor responsible for any excess cost.

18.2 The County may terminate this agreement with cause upon notification in writing.

18.3 The County further may terminate the contract without cause on thirty (30) days' notice in writing. Upon notice, the Contractor will cease all services in connection with performance of this agreement and shall proceed to cancel all existing contracts insofar as such contracts are chargeable to this agreement.

## **19. Unconstitutionality:**

19.1 The parties hereto expressly agree that if any provision, sentence, clause or part thereof in this agreement or within any specifications or plans made a part hereof is held by proper authority to be unconstitutional, illegal or invalid, such findings shall neither affect nor impair such provisions, sentences or clauses which remain. Except for so much that is held to be unconstitutional, illegal or invalid this agreement shall remain in full force and effect.

## **20. Changes or Deviations:**

20.1 This specification as well as any contract, plans, drawings, exhibits or schedule to which is attached and made apart of constitutes the entire agreement and understanding between the parties hereto and shall be binding upon each party as their successors. Any additions, changes or deviations to or from said specifications, contracts, plans, drawings, exhibits or schedule will invalidate the agreement between the parties in its entirety unless in every case such changes shall be previously agreed upon by the parties hereto in consideration of all applicable legislation.

**21. Inconsistency:**

21.1 The parties agree that any inconsistency between any documents which the County is requested to execute by the vendor and specifications shall at all times be resolved in favor of said specifications as only terms consistent with said specifications shall be applicable.

## **Special Conditions**

## **Minimum Specifications**

**Proposal Signature Page**

Director of Purchasing  
Onondaga County Division of Purchase  
421 Montgomery Street  
Syracuse, NY 13202

I agree to provide all the material and/or labor in accordance with the furnished specifications to the County of Onondaga and/or its political subdivisions. I have clearly identified variations from the published specifications where applicable.

I have received, read and agree to the terms and conditions as set forth in the Instructions to bidders/General Conditions and any special terms or conditions as set forth in the special conditions or minimum specifications. I specifically read, understand and certify in accordance with section 16.2.1 (non-collusion certification required for public bids) and the Fair Employment reporting requirements (16.2.6). I am authorized by my company to make this commitment.

Addenda acknowledgment:

I have received and considered the following addenda in submitting this bid:

No. \_\_\_\_\_ Dated: \_\_\_\_\_  
No. \_\_\_\_\_ Dated: \_\_\_\_\_  
No. \_\_\_\_\_ Dated: \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_ Contact person: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_ Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_