

**GENERAL
INSTRUCTIONS
TO
BIDDERS**

2021 GENERAL SPECIFICATIONS

Watertown, NY 13601

(315)785-3077 – Phone

(315)785-7591 – Fax

Purchasing@co.jefferson.ny.us

All references to “County” shall also include the County Superintendent of Highways, the County Airport Manager, or other individual(s) designated by the County with regard to a specific contract.

1. BID IDENTIFICATION

Various Materials and Services for use by the Jefferson County Highway Department, County Airport and other County Departments as required. Any bid included in this package may be utilized by any municipality or school district within NYS under the terms and conditions of GML 103.

2. PURPOSE

2.1 The intent of these specifications is to furnish information to responsible firms for the purpose of obtaining bids for various materials and services purchased by the County and where possible, to describe these materials by physical and chemical requirements.

2.2 Verbal explanations or instructions provided by a County employee to a Bidder with regard to this bid document shall not be binding on the County, and shall be considered informal unless confirmed in writing. Formal requests for clarification of any portion of this book or questions regarding any bid contained herein are to be directed in writing (e-mail, fax or US Mail) to the Jefferson County Purchasing Department, 195 Arsenal Street, Watertown, New York 13601. Information provided in response to a formal request will be furnished to all **parties recorded as having received the bid documents** as an amendment if such information is deemed necessary for equal preparation of bids, or the lack of such information would be detrimental to submission of uniform responses. Only such amendments when issued by the County Purchasing Department will be considered as binding on the County.

NO RESPONSE WILL BE PROVIDED TO ANY REQUEST FOR CLARIFICATION RECEIVED WITHIN FIFTEEN (15) DAYS OF THE DATE OF BID OPENING.

3. BID DOCUMENTS

Complete sets of bid documents shall be used to prepare bids. The County does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of bid documents. It is the responsibility of the Bidder to ensure the set used to prepare their submission is complete. A complete set of bid documents may be obtained or examined at the Jefferson County Purchasing Department.

4. SUBMISSION OF BIDS

4.1 Each bid shall be submitted in a SEPARATE sealed envelope plainly marked “BID ENCLOSED” AND THE NAME OF THE BID, along with the words “SEALED BID” written on the outside of the envelope. The name and address of the Bidder should be included. **PLEASE DO NOT INCLUDE MULTIPLE BIDS IN A SINGLE ENVELOPE. NO RESPONSIBILITY SHALL BE ATTACHED TO THE PURCHASING OFFICER OR HIS REPRESENTATIVES FOR THE PREMATURE OPENING OF ANY PROPOSAL NOT PROPERLY ADDRESSED AND IDENTIFIED AS SUCH.**

a. All bids received will be opened on the date and beginning at the time specified in this book and will continue until all bids that have been received are opened. The order in which bids are opened will be determined at the bid opening.

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b. Please refer to the bid page of each bid for the specific documents required for that bid.

4.2 All bid responses should be submitted in duplicate to the following address:

Jefferson County Purchasing Department
195 Arsenal Street, Watertown, New York 13601

4.3 Bids should be submitted on the Bid Forms included for that bid to be considered. The bid shall be typed or printed in ink and signed by an authorized representative of the company submitting the bid.

ANY BID SUBMITTED BY FACSIMILE MACHINE OR EMAIL WILL NOT BE ACCEPTED.

- a. Additional copies of bid forms may be obtained from the County or photocopied, however, one copy submitted with your bid shall contain original signatures, pricing, etc.
- b. Signatures on all bid related correspondence shall be by persons who are authorized to contractually bind the company submitting a bid.
- c. Bids submitted by corporations shall be executed in the corporate name by a corporate Executive. Evidence of authority to sign may be requested by the County.
- d. Bids submitted by partnerships shall be executed in the name of the partnership and signed by a partner with their applicable title.
- e. When a bid is submitted by a sole proprietor the owner of the company shall sign.
- f. The signature page of each bid includes an acknowledgement of receipt of all addenda, which shall be confirmed by completion of the signature page.

The address to which communications regarding the bid are to be directed, if different from that submitted on the Signature Page, should also be shown.

4.4 All spaces on a bid sheet should be completed. If pricing is not submitted for an item included on a bid sheet, the blank space for which no bid is submitted should be crossed out. Responses that contain omissions, erasures, alterations, additions, or information not requested, or that contain irregularities of any kind may be rejected as informal.

4.5 Bidders assume responsibility for ensuring the bid is received on time in the Purchasing Department. In the event of the closing of certain County Facilities, operations, and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions, Acts of God, or other cause beyond the County's control, the bid opening date will be rescheduled. No bid or amendment to a bid will be opened or considered if received after the due date and time, and all Bidders are warned this requirement will be strictly interpreted and enforced.

4.6 All bids shall be firm and irrevocable for a period of forty five (45) days from the date and time of the bid opening or until execution of a contract or purchase order by Jefferson County. If the contract is not awarded within the 45 day period, a Bidder to whom the bid has not been awarded may withdraw his bid by serving written notice of his intention to do so upon the Purchasing Department. Upon withdrawal of the bid, pursuant to this paragraph, the Purchasing Department will forthwith return the Bidder's security deposit. Any bid may be withdrawn without prejudice prior to the official bid opening time or any publicized postponement thereof.

4. Modification of Bids – Bids may be modified or withdrawn and delivered to the place where bids are to be submitted any time prior to the official opening of the bids. If within 24 hours after bids are

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opened, any Bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of his bid, that Bidder may withdraw his bid and the bid security will be returned. Thereafter, should a bid be withdrawn, that Bidder may be disqualified from further bidding for a period of up to two years.

5. AWARD

- 5.1 The County has endeavored to incorporate within these specifications all the elements which it reasonably anticipates will be required to obtain responses from qualified Bidders. By submission of a bid you agree to provide goods or services consistent with these specifications unless otherwise stated. The bid will be awarded to the lowest responsive and responsible Bidder meeting the specifications or providing acceptable deviation.

The County reserves the right to reject in whole or part, any or all bids deemed not to be in the best interest of the County at the sole discretion of the County. If two or more Bidders submit identical bids as to price, the decision of the County to award a contract to one of such Bidders shall be final. If, after review it is determined that both bids are essentially equivalent the names of both bidders will be placed in a container and the winning bid selected by a draw witnessed by a minimum of two members of the Purchasing Department and a member of the County Audit department. The resulting contract award shall be deemed executory only to the extent of the monies appropriated and available, and no liability on account thereof shall be incurred by the County beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or office creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the contract. The County intends to issue a formal Purchase Order to purchase the goods and/or services described in this solicitation. It is understood that the successful Contractor is an independent Contractor and shall not be considered an agent of the County, nor shall any of the Contractor's agents or employees be considered subagents for the County.

- 5.2 Prospective Bidders are advised that selection of appropriate Bidders for the award of the contracts is to be made after a substantive review and careful evaluation of all bids received
- 5.3 Any change in wording by a Bidder of the invitation as published by the County of Jefferson shall be reason to reject a bid, or in the event that such change in the invitation to bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.
- 5.4 Upon request of the County, it shall be the responsibility of any bidder, within ten business days of being so notified by the Purchasing Department, to present information and documentation to satisfy the County that the Bidder possesses the capital resources, skill, judgment, and experience to perform the work or deliver the material in accordance with the bid specifications.
- 5.5 The award of this bid is subject to the appropriation of funds by the Jefferson County Board of Legislators. It is understood by all Bidders that any agreement entered into between the County and a Successful Bidder shall be executed only to the extent of the monies available to the County and appropriated therefore. No liability shall be incurred by the County beyond the monies available and appropriated for the purpose thereof.
- 5.6 Neither this bid document nor any representation by any public employee or office creates a legal or moral obligation to request, appropriate, or make available monies for the purpose of any contract included in this bid. Contract award decisions will be made public as soon as possible. Bidders should not assume that their bid has been selected for award until receipt of official notification from the County of Jefferson. Each bid should be submitted in the most favorable terms possible. No preliminary bid results or information will be provided verbally to any Bidder requesting such information once the bid opening is complete. Requests for such information should be submitted in writing by US Mail, Fax or E-Mail and submitted to the Jefferson County Purchasing Department, 195 Arsenal Street, Watertown, New York 13601. Official confirmation of bid results will be provided in

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writing. Bid results provided by any other department or County employee will not be held binding on the County.

- 5.7 The County reserves the right to request separate bids for materials and/or services for specific projects or by the direct employ of County forces, the work under which may proceed simultaneously with the execution of any contract awarded, and to make awards for such materials or services on the basis of such separate bids where it appears in the best interest of the County to do so.
- 5.8 The County reserves the right to purchase from any contract sources allowed under NYS General Municipal Law 103 if it is in the County's best interest to do so.

6. TERM OF BID

All bids shall be awarded for a period of two (2) years. Jefferson County reserves the right to terminate any resulting agreement upon sixty (60) days written notice, delivered to the Vendor, via certified mail, return receipt. In addition, the County reserves the right to extend any resulting agreement for 30 days at the sole discretion of the County or up to One (1) additional year upon agreement of both parties in writing. In the event multiple awards are made for a specific contract, and one or more Vendors decline to extend the awarded contract, the County may elect to either rebid the entire contract or continue the contract through the option year using only the Vendors who agree to a contract extension. All extension periods shall be based on the same prices, terms and conditions applicable to the original contract term.

7. ESTIMATED QUANTITIES

- 7.1 Bidder acknowledges that any Contract entered into as a result of this solicitation will be considered a Requirements Contract. The County guarantees no minimum or maximum purchases as a result of the award of a bid. The County will have no obligation to the Contractor if no purchases or services are required. Any quantities which are included in the specification are the present expectations of those who are planning for the County for the period of the contract. The amount is only an estimate and the County is under no obligation to make any purchases under the contract award. All Bidders further understand that the County may require the purchase of goods or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices in this bid.

- 7.2 While it is our intent to provide for a fair and competitive solicitation, factors beyond our control may at times dictate a project be modified or postponed. While we have made every effort to provide estimated quantities and/or values of work scheduled for the coming year, these figures are by no means cast in stone. Weather conditions, unexpected delays or unplanned events may require that some projects be scaled back or cancelled, or others added to our schedule.

8. QUALIFICATIONS OF BIDDER/RESPONSIBILITY

The Successful Bidder shall employ experienced labor and shall furnish the appropriate material and equipment for safe and proper operations at all times. The County reserves the right to make investigations or inquiries necessary to determine the competency and ability of all Bidder(s) to complete the requirements of a contract. If after said investigation, the County is not satisfied that the Bidder is properly qualified, the Bidder may be rejected as unsatisfactory. Upon request, each Bidder shall submit references for work performed within the past five years, to support their ability to properly execute the work of the kind and class as required by the specifications.

- The Bidder shall perform all work in a workmanlike manner with due regard to the safety and health of all employees and to the public.
- Where applicable, the Bidder shall be responsible for all traffic control in full compliance with the provisions of the Manual of Uniform Traffic Controls.

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- All work shall be completed without environmental damage to any stream, body of water, or drinking water source and be in conformance with the provision of the Memorandum of Understanding of the New York State Department of Environmental Conservation, or any permits issued by the New York State Department of Environmental Conservation, or the Army Corps of Engineers where applicable.
- Each employee of a bidder performing work covered by any agreement with the County, shall at all times be acceptable to the County.
- Before final payment is made, the bidder shall remove all surplus material and debris resulting from the operation and return the site in a neat and orderly condition.
- The Successful Bidder shall coordinate their work with the work of others, cooperate in the storage of materials, and in the detailed execution of any work. Failure of a Bidder to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of work as being satisfactory for proper coordination with his work.
- Any failure of the Bidder to supply the services or materials as directed by the County will be deemed a declaration on the part of the Bidder of inability to honor the contract, and the County may then secure the same types of material and/or services elsewhere. Excess charges incurred may be invoiced to the Bidder.
- The Successful Bidder shall comply with all laws, rules, regulations, and ordinances of the Federal Government, State of New York, and any other political subdivision or regulatory body that may apply to its performance under this contract and shall not discriminate on the account of race, color, creed, sex or national origin in the employment of persons performing Services for the County.
- Where required for a specific contract award, the Successful Bidder shall pay not less than the prevailing wage rates established by the New York State Department of Labor, Bureau of Public Works. The applicable wage rate schedule as prepared by the Department of Labor hereby becomes part of any Public Works Contract between the County and the Successful Bidder and can be obtained by contacting the Jefferson County Purchasing Department at 315-785-3077, or by accessing the NYS Department of Labor website at www.labor.state.ny.us and reference the applicable PRC #for each project. All bids included in this document which reference a service and, as such, fall under the Prevailing Wage Laws of NYS, will be awarded in full compliance with those laws. All Vendors who submit a bid for service-related bids should become fully aware of the requirements of the prevailing Wage Laws prior to submission of their bid.

9. REJECTION OF INFERIOR WORK OR MATERIAL

- Where applicable, all work, material, processes, and all methods of construction shall at all times be subject to the approval of the Superintendent of Highways, Airport Manager or other County Representative, who shall be the final judge of the quality and suitability of the work. Should the Contractor's workmanship or materials fail to meet approval at any time prior to the final acceptance of the work, even though the workmanship or materials had not been rejected at the time it was furnished or performed, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site.
- The County shall have the authority to stop all work at any time when it is determined that the workmanship does not conform with the specifications requirements. In case of such work stoppage, work shall not be resumed by the Contractor until authorized by the County. Should

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workmanship not meet the specification requirements the County may recommend the contract be terminated.

- The Bidder shall guarantee his work in accordance with these specifications and also guarantee his workmanship to be acceptable to the County. Before any payments are made the County shall be satisfied that the workmanship and results of such are satisfactory, and in this regard the decision of the County shall be final.

10. NO MISUNDERSTANDING

Prior to submitting a bid, each Bidder is expected to become fully familiar with the specific requirements of the propose contract. A Bidder will be barred from pleading misunderstanding or deception because of estimates of quantities, character, scope of work, location or other conditions surrounding same.

- 10.1 By submission of a bid the Bidder affirms that all requirements of the specifications are understood and accepted by the Bidder and that the prices quoted shall include all required materials and services delivered to the site. The Bidder understands the County will not be responsible for any errors or omission on the part of the Bidder in preparing this bid. Mistakes or errors in the estimates, calculations, or preparation of the bid package shall not be grounds for withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.
- 10.2 It shall be the responsibility of each Bidder to call to the attention of the County any apparent discrepancy in the specifications or any question of interpretation thereof. Failure to do so constitutes acceptance as written. The apparent silence of this specification as to any details or the omission from it of a detailed description concerning any part shall be interpreted as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used. The County shall have the right to waive any technical defect, qualification, omission, informality, or irregularity in any bid received if, in its judgment, the best interest of the County shall thereby be served. The County reserves the right to "Revise" or "Amend" the bid specification prior to the bid opening date by "Written Addenda".

11. DISQUALIFICATION

A bid may be rejected and the County reserves the right to refuse to issue an award to a Bidder for any of the following reasons:

- Failure to comply with any pre-qualification regulations of the County, if such regulations are cited or otherwise included in the bid specifications as a requirement for bidding.
- Failure to pay or satisfactorily settle all bills due for labor or materials related to prior contracts with the County; or any type of default under previous contracts with the County.
- Failure to complete previous contracts within the time required.
- Previous performance of similar work in an unsatisfactory manner.
- If the Bidder cannot show that he has the necessary ability, facilities, and equipment to commence the work at the time prescribed and thereafter to prosecute and complete the work at the rate or within the time specified.
- Bidder is already obligated for the performance of other work which would delay the commencement, prosecution, or completion of the work discussed in the bid submitted.
- The bid is on a form other than that furnished by the County (or photocopied) or if the Jefferson County form is altered.

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- If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.

12. INDEMNIFICATION

- 12.1 CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY, and its officers, employees and agents from and against any and all claims, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorneys' fees and disbursements), known or unknown, contingent or otherwise, whether incurred as a result of a claim by a third party or any other person or entity, arising out of or in any way related to: (a) the work or operations of CONTRACTOR in the performance of this Agreement; or (b) CONTRACTOR'S failure to comply with any of the provisions of this Agreement or of the Law. Insofar as the facts and Law relating to any claim would preclude COUNTY or its officers, employees or agents, from being completely indemnified by CONTRACTOR, COUNTY and its officers, employees and agents, shall be partially indemnified by CONTRACTOR to the fullest extent permitted by Law. The acts or omissions of any party employed directly or indirectly by CONTRACTOR, shall be deemed to be that of CONTRACTOR for the purposes of the CONTRACTOR's obligations to defend, indemnify and hold harmless under this Section. The fact that a party so employed by CONTRACTOR is alleged to or is proven to have acted outside the scope of employment, agency or contract, shall not relieve CONTRACTOR of any of its duties under this Section.

13. AUDITS

The County, or its duly authorized agent, shall have access to and copies of the Contractor's records, including any books, electronic media, or programs, or material pertaining to work performed under the contract, at no cost to the County, to determine and verify the compliance with all contractual conditions. The County shall be granted access to such records at all reasonable times during the contract period and for three (3) years thereafter.

14. EQUIPMENT

- 14.1 Where applicable, a list of equipment to be provided for each project and whether such equipment is owned or rented, shall be provided if requested by the County. All equipment shall be approved by the County. The Bidder is responsible for all repair, maintenance, and parts for equipment utilized in the performance of the contract.
- 14.2 With regard to Stone and Asphalt Material bids, if County owned or controlled trucks or equipment are delayed for more than fifteen (15) minutes at a Bidders plant or at the jobsite as a result of a Bidder induced delay, the Vendor shall be required to reimburse the County damages for each delay. The damages herein prescribed are established as a reasonable approximation at the time of the delay of the damages which the County sustains as a result of the failure to timely use its truck and equipment. The County will deduct or retain all of the monies which may become due thereunder the amount of any such damages, and in case the amount of liquidated damages suffered exceeds monies due the Vendor, the Vendor shall be liable to pay the difference upon demand by the County.

15. SPECIFICATIONS / EQUIVALENT GOODS / DEVIATIONS

- 15.1 All bids shall be submitted in accordance with the County's general specifications and shall be based on the detailed requirements of the specific bid.
- 15.2 With regard to bids that reference material that must meet NYS DOT specifications, unless otherwise noted, all material furnished and/or applied under this bid shall be in accordance, with the most recent New York State Department of Transportation *Standard Specifications of Construction and Materials* manual. Where a NYSDoT specification is referenced and when a substitute material is submitted for bid, the Bidder shall provide a NYSDoT Certification to the effect that the material is a suitable

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substitute or obtain approval of the substitute material from the Jefferson County Highway Superintendent or his designee in writing.

All materials and workmanship shall be subject to inspection, examination and testing by the County, at any time during the manufacture and/or construction and at any place where such manufacture and/or construction are carried on.

- 15.3 The selection of bureaus, laboratories, and/or agencies for the inspection and tests of supplies, materials or equipment shall be subject to the approval of the County. Satisfactory documentary evidence that the material has passed the required inspection and tests shall be furnished to the County by the Bidder prior to the incorporation of the materials in the work and the costs associated with such testing and certification shall be borne by the Bidder.
- 15.4 If materials are furnished which do not conform to the specifications or which are deemed unsatisfactory by the County, payment will be withheld and the Bidder will be charged for any and all damage resulting. The County reserves the right to sample and test any material. Payment will be held if not in conformance with specifications.
- 15.5 All materials shall be delivered under the direction and supervision of the County. Bids offering material other than that of specified manufacturer or trade name may be considered. Where a brand name or equivalent specification is used in this bid solicitation the use of any brand name noted is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Use of the name of a particular manufacturer, trade name, or brand describing the item does not restrict a Bidder to that manufacturer or specific article. However, the substituted article on which the bid is submitted shall be of such character and quality that it would serve the purpose for which it is to be used equally as well as the manufacturer or brand specified.

Manufacturer's name brands are listed to indicate minimum requirements. Bids may be provided on brands listed or equivalent. Specifications are to be furnished by Bidder to support equivalency. In the event of any claim by any unsuccessful Bidder concerning or relating to the issue of equal or better, the Successful Bidder agrees at this own cost and expense to defend such claim or claims and agrees to hold the County of Jefferson free and harmless from any and all claims of loss or damage arising out of this transaction for any reason.

Bids will be accepted in accordance with specifications on file or approved equal. If material or services other than those classified in this bid document are offered, the Bidder shall so state and furnish at the time of bid opening and as part of his bid the following information:

- A complete description of the item offered and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the County, sufficient detail is not presented as a part of the sealed bid to permit a definitive evaluation of any substitute item, the bid will not be considered.
- Descriptive literature of item offered for evaluation.
- A list of installations and/or references (if applicable).
- Any additional information which Bidder desires to add to the bid shall be written on a separate sheet of paper attached to and submitted with the formal bid to be available for inspection and review at the formal opening.

16. PRICE

- 16.1 Bids shall not include any Federal, State, or Local excise, sales, transportation, or other tax unless Federal or State Law specifically levies such tax on purchases made by a political subdivision. Any

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applicable taxes from which the County is not exempt shall be listed separately as cost elements and added to the total net bid.

- 16.2 The price where indicated, shall include the cost of all labor, materials, and equipment necessary to produce, deliver and place or install the products or the material or provide the services specified. All prices quoted shall be F.O.B. destination, to any point in Jefferson County, unless otherwise specified in the bid documents. There will be no additional charges for delivery.
- 16.3 Unless otherwise specified in a particular bid specification, prices bid shall remain firm throughout the term of the award. No cost increase shall be charged for any reason whatsoever without prior written approval from the Jefferson County Purchasing Department.

17. INDEPENDENT CONTRACTOR

The Successful Bidder is an Independent Contractor and shall not be considered an agent of the County, nor shall any of the Contractor's employees or agents be considered subagents for the County.

18. ASSIGNMENT

Pursuant to the provisions of Section 109 of the General Municipal Law, no Bidder to whom a contract is granted or awarded shall assign, transfer, convey, subcontract, or otherwise dispose of all or part of such contract, or of his right, title, and interest herein, including the performance of the contract or the right to receive monies due, or to become due, or of his power to execute the contract without the prior written consent of the Jefferson County Purchasing Department.

Prior to submitting a subcontractor for approval, bidder shall diligently inquire into the capability, qualifications, and background of the subcontractor, and the submission of a subcontractor for approval shall constitute an affirmative representation by the bidder that the subcontractor is fully capable, qualified, and licensed to provide the subcontracted services. Any subcontract entered into by the bidder pursuant to this bid shall provide that the bidder will retain ultimate control and responsibility for the service provided under the subcontract and that the subcontractor shall be bound by the provisions of the agreement between the bidder and the County and any other requirements applicable shall be deemed to exist between any subcontractor and the County, nor shall the bidder be relieved of any of the bidder's obligations under this contract, as a consequence of any subcontract approved by the County.

In the event the Bidder shall, without prior written consent, assign, transfer, convey, subcontract or otherwise dispose of the contract, or of his right, title, and interest herein, including the performance of the contract, or the right to receive monies due, or to become due, or his power to execute such contract, to any other person or corporations or upon receipt by Jefferson County of an attachment against the Bidder, the County of Jefferson shall be relieved and discharged from any and all liability and obligation growing out of such contract to such Bidder and the person or corporation to which such contract shall have been assigned, his assignees, transferees, or sublessee shall forfeit and lose all monies theretofore assigned on this contract, except so much as may be required to pay his employees.

19. PAYMENT

Prior to payment, the items furnished or services provided will be inspected and approved by the County to determine their conformity to specifications. No payment will be made for items not meeting specifications without prior approval. Jefferson County operates a formal purchase order system; under **NO** circumstances should a Vendor/Contractor process an order for goods or services without a formal purchase order. To do so would be at the Vendor's risk and expense with no assurance of payment.

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20. WAIVER AND IMMUNITY

All Bidders submitting a proposal based on these specifications are subject to provisions of Section 103 of the General Municipal Law of the State of New York. In submitting a bid, the Bidder affirms that the pricing has not been knowingly disclosed by the Bidder directly or indirectly to any other Bidder or competitor. Also, the Bidder affirms that no official or agent of Jefferson County has a direct or indirect interest in the awarding of a contract for goods or services set forth in this bid. A signed Non-Collusive Bidding Certificate is required to be submitted with each bid on the form provided by the County.

21. INSURANCE REQUIREMENTS

Insurance. CONTRACTOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation Insurance, Employer's Liability Insurance, Disability Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms, shall be written by insurers licensed to do business in the State of New York and which have an A.M. Best Rating of A (-) or better as determined in the most recent A.M. Best publication, and who have been fully informed as to the nature of the SERVICES to be performed, and shall cover risks and liability to CONTRACTOR resulting from this Agreement. Commercial General Liability shall include personal injury liability.

The COUNTY, its officers, employees and agents shall be named as additional insureds on a primary and non-contributory basis on CONTRACTOR'S Commercial General Liability policy. In addition, a waiver of subrogation shall apply in favor of the COUNTY, its officers, employees and agents on CONTRACTOR'S Commercial General Liability policy. It is further understood that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of CONTRACTOR and not those of the COUNTY.

Notwithstanding anything to the contrary in this Agreement, CONTRACTOR irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Section. The provision of insurance by CONTRACTOR shall not in any way limit CONTRACTOR's liability under this Agreement.

<u>Type of Coverage</u>	<u>MINIMUM Limits of coverage</u>
Workers' Compensation and NYS Disability	Statutory
Business Automobile Liability (Combined Bodily Injury and Property Damage arising out of the ownership, operation, use, loading or unloading of all owned, leased, hired and non-owned vehicles)	\$1,000,000 Combined Single Limit
Commercial General Liability, (including Broad form contractual Liability, combined bodily injury and property damage)	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate Limit \$2,000,000 Products-Completed Operations \$1,000,000 Advertising/Personal Injury \$5,000 Premises Medical Payment

Each policy of insurance required herein shall be specifically endorsed to provide that in the event of cancellation, non-renewal, or material change on the part of the insurer, prior written notice shall be provided to COUNTY in accordance with the terms of the CONTRACTOR'S policy. The inclusion of such endorsement shall be confirmed on the certificates of insurance required herein.

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At the time of execution of this Agreement, and upon each policy renewal, CONTRACTOR shall submit to COUNTY certificates of insurance evidencing CONTRACTOR's compliance with the requirements of this Section, including certificates of insurance from any approved subcontractors. The CONTRACTOR shall furnish the appropriate ACORD Form Certificate of Insurance to COUNTY to evidence all coverage set forth above except Workers' Compensation and Disability Insurance. **A copy of the additional insured and waiver of subrogation endorsement forms must be submitted with the insurance certificates.**

Workers' Compensation coverage must be evidenced by Form C105.2 or New York State Insurance Fund Form U26.3. Disability Insurance coverage must be evidenced by Form DB120.

REQUIRED EXTENDED REPORTING COVERAGE FOR CLAIMS BASED POLICIES

In the event that CONTRACTOR'S Commercial General Liability Policy is a "claims made" policy, and coverage thereunder is cancelled or otherwise not renewed, and such policy is not replaced with another "claims made" Commercial General Liability Policy which provides continuing, uninterrupted coverage, CONTRACTOR shall be required to purchase extended reporting products-completed operations coverage for a minimum of three (3) years after completion of all work required of CONTRACTOR under this Agreement.

REQUIRED MINIMUM RETROACTIVE DATE FOR CLAIMS BASED POLICIES

In the event that CONTRACTOR'S Commercial General Liability Policy is a "claims made" policy, the retroactive date for products-completed operations coverage under such policy must be at least one (1) year prior to the commencement date of this Agreement and must be shown on the appropriate ACORD Form Certificate of Insurance furnished to COUNTY.

22. SECURITY – All Bonds will be executed by a Surety Company which is authorized to do business as a Surety in the State of NY and are due no later than twenty-one (21) days from the Date of Award.
- 22.1 Where noted as a requirement the Bidder shall provide a Performance Bond – Prior to any work being performed, under this agreement, the Contractor shall be required to furnish a Performance Bond in an amount equal to one hundred percent (100%) of the estimated cost of the total work as security for the faithful performance of the total work. Jefferson County reserves the right to waive the required performance bond provided the selected Bidder is able to provide other forms of assurances for completion of their services in a timely manner. This option will be at the sole discretion of the County.
- 22.2 Where noted as a requirement and prior to any work being performed, the Contractor shall be required to furnish a **LABOR AND MATERIAL PAYMENT BOND** in the amount not less than one hundred percent (100%) of the total work, as security for the payment of all persons performing labor under this contract and furnishing materials in connection with this bid.

Insurance Certificates may be submitted with your bid, but are nonetheless required within twenty-one (21) calendar days from the date of the award letter.

23. MATERIAL SAFETY DATA

Material Safety Data sheets, video tapes of training, any printing safety data, shall be delivered to the County prior to executing any agreement with the County and shall become the property of Jefferson County. Employers who produce, use, or store hazardous chemicals at a work place in such a way that the employees or other employers may be exposed (e.g., employees of a construction Contractor working on site) shall additionally insure that the hazard communication programs developed and implemented include the following:

OSHA 1910.1220

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- The methods the employer will use to provide the other employers of any precautionary measures that need to be taken.
- The methods the employer will use to inform the other employers of any precautionary measures that need to be taken.
- All material safety data sheets shall be maintained at the work site.

24. COOPERATIVE AWARDS

- 24.1 During the term of the awarded contract, if a Successful Contractor provides lower pricing to a political subdivision or school within Jefferson County for an identical product or service specified in these bid documents, the same lower pricing shall also apply to all subsequent purchases of the material or service by the County for the remaining term of the contract.
- 24.2 Jefferson County reserves the right to allow any political subdivision or school district authorized under the General Municipal Laws of the State of New York, to purchase (IE: Piggyback) any goods and/or services included in any contract award in accordance with the latest amendments to NYS GML 100 through 104. However it is understood that the extension of such contracts are at the discretion of the Contractor and the Contractor is only bound to any contract between the County of Jefferson and the Contractor.

No officer, board or agency of a political subdivision or school district shall make any purchase through a County contract unless such purchase is made upon the same terms, conditions and specifications as the County's contract award.

- 24.3 All purchases made by participating entities will be placed by the ordering political subdivision, agency or district. They shall be billed by and make payment to the Contractor directly. Upon request, participating entities shall furnish the Vendor/Contractor with the proper tax exemption certificates or documentation of tax exempt status.
- 24.4 All participating entities and Bidders understand, acknowledge, and agree that the sole responsibility with regard to performance of a contract, or any obligation, covenant, addition, or term thereunder by either such party thereto shall be borne and is expressly assumed by the participating entity and Contractor and not by the Jefferson County Government. In the event of a failure or breach in performance of any such bid by a participating entity or Contractor, Jefferson County Government specifically and expressly disclaims any liability for such defective performance or breach. The eligible participating entity and Contractors guarantee the same to Jefferson County Government, its officers, agents, and employees and hold the County harmless from any liability that may be or is imposed by the failure of either party to perform in accordance with its obligations, covenants, and the terms and conditions of this Jefferson County centralized bid.

25. CANCELLATIONS

The County of Jefferson retains the right to cancel any contract without cause provided the Vendor is given at least sixty (60) days' notice of the intent to cancel. This provision should not be understood as waiving the County's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but it supplementary to that provision. The County shall have the right to postpone, suspend, abandon, or terminate the contract and such action shall be in no event deemed a breach of contract. In the event of any termination, postponement, delay, suspension, or abandonment the Vendor shall deliver to the County all data, reports, plans, or other documentation related to the performance of the contract, including, but not limited to guarantees, warranties, plans, and shop drawings. In any of these events the County shall make settlement with the Vendor upon an equitable basis as determined by the County and shall fix the value of the work which was performed by the Vendor prior to postponement, suspension, abandonment, or termination of the

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contract. This clause does not apply to the contract if the contract contains other provisions applicable to the postponement, suspension, or termination.

26. GRATUITIES – ILLEGAL OR IMPROPER SCHEMES

The County may terminate any agreement if it is determined that gratuities in the form of entertainment, gifts, or otherwise were offered or given by a Vendor, his agent, or representative to any County official or employee with a view toward securing favorable treatment with respect to the awarding of a bid or the performance of an agreement. The County may also terminate any contract if it is determined that the Successful Bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of this agreement. In the event that it is determined that said improper or illegal acts occurred the County shall be entitled to terminate any agreement and/or exercise any other remedy available to it under existing law.

27. ACCOUNTABILITY

27.1 All Bidders shall be fully accountable for their performance under any contract entered into pursuant to this bid and agrees that they will answer under oath all questions relevant to the performance of and to any transaction, act, or omission had, done, or admitted in connection therewith if called by any Judicial, County, or State office or agency empowered to investigate the contract or their performance.

28. FOIL REQUEST

28.1 The New York State Freedom of Information Law (FOIL), as set forth in Public Officers Law, Article 6, mandates public access to certain government records. Generally, proposals submitted in response to this solicitation may constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position.

28.2 The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right or obligation to disclose in litigation.

29. FORCE MAJEURE

29.1 Except for the County's obligations to make payment for goods and/or services delivered hereunder, neither party hereto shall be liable for any failure to perform the terms of the contract when such failure is due to "force majeure" as hereinafter defined. The term "force majeure" as employed in this specification shall mean acts of God, strikes, lockouts, or industrial dispute or disturbances, civil disturbances, arrests and restraint from rulers or people, interruption by government or court orders, present and future valid orders of any regulatory body having proper jurisdiction, acts of the public enemy, wars, riots, blockades, insurrections, inability to secure or a delay in securing labor or materials, including delay in securing or inability to secure materials by reason of allocations promulgated by authorized governmental agencies, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, explosions, inability to obtain easements or right-of-way.

29.2 The "force majeure" shall, so far as possible, be remedied with a reasonable dispatch. The settlement of strikes or lockouts or industrial disputes or disturbances shall be entirely within the discretion of the party having the difficulty and the above requirement that any "force majeure" shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or industrial disputes or disturbances by acceding to the demands of any opposing party therein when such course is inadvisable in the discretion of the parties having the difficulty.

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30. IRANIAN ENERGY SECTOR DIVESTMENT

30.1 Contractor hereby represents that said Contractor is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor has not:

- Provided goods and services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

30.2 Any Contractor who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible Bidder pursuant to Section 103 of the New York State General Municipal Law.

30.3 Except as otherwise specifically provided herein, every Contractor submitting a bid in response to this Request for Bids must certify and affirm the following under penalties of perjury:

- "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 its knowledge and belief, that each Bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b)."

Jefferson County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

30.4 Except as otherwise specifically provided herein, any Bid that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder cannot make the certification as set forth in subdivision (a) above, the Bidder shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid to any Bidder who cannot make certification, on a case-by-case basis under the following circumstances.

- The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- The County of Jefferson has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Jefferson would be unable to obtain the goods or services for which the Bid is offered. Such a determination shall be made by the County in writing and shall be a public document.

31. Sexual Harassment. 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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law. Where competitive bidding is not required, state departments and agencies may, at their discretion, require the above certification.

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A model policy and training has been created by the NYS Department of Labor and can be found here:
<https://www.ny.gov/programs/combating-sexual-harassment-workplace>