

Tompkins County
Request for Bid – Submission Instructions

Respondents shall submit their bid response per the instructions below. Respondents who do not follow these guidelines may have their bids rejected as incomplete or non-responsive.

- Respondents shall read all documents contained in this specification package. Failure to do so does not excuse respondent from abiding by all instructions, terms or conditions.
- Responses shall be submitted to the location and in the format indicated in the specifications no later than the date and time indicated.
- The County reserves the right to amend the specifications prior to the due date by written “Addenda”. It is the respondent’s responsibility to ascertain whether any addenda have been issued prior to submitting their bid.
- Respondents shall submit their bid in a sealed package or envelope with the name of their company and the title of the Request for Bid.
- Respondents must provide one original printed copy, with original signatures, of their bid response. Electronic files may be requested as well.
- Respondents shall submit **all** forms that require signatures with their bid response.
- All responses submitted become the property of the County and are subject to Public Information Policy.
- This invitation for bid does not commit the County to award a contract, nor shall the County be responsible for any cost or expense that may be incurred by the respondent in preparing and submitting their response or any cost incurred prior to the execution of a contract.
- The County reserves the right to cancel the contract without cause with a minimum of thirty (30) days written notice. Termination or cancellation of the contract will not relieve the respondent of any obligations or liabilities resulting from any acts committed by the respondent prior to the termination of the contract. The respondent may cancel the contract with one hundred-twenty (120) days written notice.

Tompkins County
Request for Bid – Terms & Conditions

Method of Award:

The County reserves the right to award the contract to the respondent who submits the bid(s) that prove(s) to be in the best interest of the County. The County has the sole discretion and reserves the right to cancel this request, reject any/all responses, to waive any/all informalities and/or irregularities if it is deemed to be in the best interest of the County to do so.

Contract Extension:

The County agrees, under the General Municipal Laws of New York State to allow all authorized users who wish to utilize any contract awarded as a result of this solicitation to do so. However, it is understood that the extension of such contract is at the discretion of the respondent and the respondent is only bound to the contract between itself and the County.

Term of Contract:

Unless otherwise specified, any contract resulting from this solicitation shall be for one year with the option to renew for up to three (3) additional twelve (12) month periods by mutual agreement in accordance with the terms of the contract.

Contract Award:

The contract award, if any, will be made within forty-five (45) calendar days of due date. The contract shall be awarded to the respondent who submits the lowest responsible bid that proves to be in the best interest of the County.

Non-Appropriation Clause:

In accordance with New York State General Municipal Law, the County will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the respondent agrees to hold the County harmless for any contracts let for which funding either does not currently exist, or for which funding has been removed prior to the authorization to proceed. Should it become necessary for the County to cancel a project after the order to proceed has been issued, the County will only be liable for, and the respondent agrees, to only assess those financial damages that it can prove to have incurred as a result of the contract cancellation.

Guarantee:

The respondent shall guarantee that the product(s) or equipment provided is standard new products or equipment (unless otherwise requested), latest model of regular stock product and in current production. Replacements parts shall be easily obtained and that no attachment or part (if applicable) has been substituted or applied contrary to the manufacturers' recommendations and standard practice. Every product delivered shall be guaranteed against faulty material and workmanship for the term(s) of the contract(s). If during this period such faults develop, the product(s) shall be replaced at no cost to the County.

Late Delivery Penalties:

Delivery terms shall be stated in the detailed specifications, or may be requested from the respondent to be specified on the bid form. By signing the bid forms the respondent agrees that they are able to meet the specified requirements. A penalty fee of \$10.00 per calendar day, for each day the item(s) ordered are not delivered to the proper County location may be assessed. In the event that the item is on backorder through no fault of the respondent, the respondent is required to inform the County immediately. Late penalty fees shall be deducted from the invoice once the item is received by the County.

Invoices:

Invoices shall be mailed directly to the ordering department. Invoices mailed to the incorrect location may not be forwarded thus causing delay in payment.

Tax on Materials:

In regard to any taxes applicable to this project respondents are to acquire a copy of form ST-120.1 from the New York State Department of Taxation and Finance and follow accordingly. Tompkins County is tax exempt. If required, a Tax Exemption Certificate will be forwarded upon request.

Failure to Perform:

In the event the equipment and/or products fail to perform to the County's expectations the vendor shall, at its own expense, repair or replace said item(s).

Installation of Equipment:

In the event that installation of equipment is needed, the respondent shall arrange with the County for the installation within forty-eight (48) hours after delivery of the product(s).

Training:

If required, training shall take place during regular business hours. Training shall be provided until all County personnel involved in the contract are adequately trained.

Financing of Material or Equipment Purchases:

When any bid includes the lease and/or purchase of material and/or equipment the respondent shall submit a price on the bid form provided by the County. The price offered shall include all delivery, installation (if applicable), finance, and any other charges that may be associated with said purchase or lease. The County shall only deal with the contractor/vendor actually submitting the bid AND arrangements made between the respondent and any other party as a part of this bid are strictly between those parties and the County shall not be included or required to participate in them in any way. Furthermore, the County shall only make payments directly to the vendor awarded a contract and issued a purchase order or authorization to proceed. The County shall not make partial or pre-payments of any kind unless stipulated in the specifications by the County.

Pricing Adjustments:

Pricing adjustments will only be considered at the time of bid renewal. If, in the opinion of the County, any price adjustment request is in excess of that acceptable to the County, the County reserves the right to reject the proposed increase and seek new bids.

Workforce Diversity and Inclusion:

Tompkins County government is committed to creating a diverse and fully inclusive workplace that strengthens our organization and enhances our ability to adapt to change by developing and maintaining:

- A. An organization-wide understanding and acceptance of the purpose and reasons for diversity;
- B. Recruitment and retention policies that assure a diverse workforce;
- C. A workplace environment that is welcoming and supportive of all;
- D. Awareness, understanding and education regarding diversity issues;
- E. Zero tolerance for expressions of discrimination, bias, harassment, or negative stereotyping toward any person or group;
- F. A workforce ethic that embraces diversity and makes it the norm for all interactions, including delivery of services to the public.

Respondents are encouraged to include an outline of their diversity policy in their proposal response.

Contract Re-Assignment:

The respondent shall not re-assign any portion of the any contract that results from this solicitation without the express written consent of the County.

Deviations:

Deviations to the specifications are to be so noted and fully explained. Tompkins County reserves the right to accept any or all deviations if it proves to be in the best interest of the County.

Corporate Compliance:

FEDERAL FUNDING COMPLIANCE: The Respondent agrees to comply with all Federal, State, and local laws and regulations governing the provision of goods and services under this Contract. To the extent that federal funds are provided to the Respondent under this contract, the Respondent agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized.

Further, Respondent agrees to comply with the County's Compliance Plan regarding Federal and State fraud and abuse laws; the Compliance Plan can be reviewed at www.tompkins-co.org or a copy can be obtained from Tompkins County Administration, 125 East Court Street, Ithaca, NY 14850.

Respondents that are providers of healthcare services certify that the Respondent, and all employees, directors, officers, and subcontractors of the Respondent, are not “excluded individuals or entities” under Federal and/or New York State statutes, rules and regulations, to determine if any of them are on or have been added to the exclusion list.

The Respondent shall promptly notify the County if any employee, director, officer of subcontractor is on or has been added to the exclusion list. The County reserves the right to immediately cancel this contract, at no penalty to the County, if any employee, director, officer or subcontractor is on or has been added to the exclusion list.

By submitting a response to a Request for Proposals, you are attesting to the fact that you and/or the provider, which you represent, have not been sanctioned nor excluded by any of the aforementioned entities.

Iranian Energy Sector Divestment:

By submitting a response to this solicitation, the respondent hereby represents that said respondent is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said respondent has not:

- a. Provided goods or 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
- b. 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 of Iran.

Any respondent 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.

Except as otherwise specifically provided herein, every respondent submitting a response to this solicitation must certify and affirm the following under penalties of perjury:

- (1) “By submission of this response to solicitation, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each respondent is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).”

Except as otherwise specifically provided herein, any response to this solicitation that is submitted without having complied with subdivision (1) above, shall not be considered for award. In any case where the respondent cannot make the certifications as set forth in detail the reasons therefore. The County reserves the right, in accordance with General Municipal Law Section 103-g to award the contract to any respondent who cannot make the certification on a case-by-case basis under the following circumstances:

- (1) 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 respondent has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging any new investments in Iran; or
- (2) The County of Tompkins has made a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, the County of Tompkins would be unable to obtain the goods or services for which the Bid is offered. Such determination shall be made by the County in writing and shall be a public document.

OSHA Training:

All laborers, workers and mechanics employed in the performance of a Public Work contract that exceeds \$250,000 shall comply with New York State Labor Law §220-h requiring certification, prior to performing any work on the project, as having successfully completed a course in construction safety and health, approved by OSHA. The course must be at least (10) hours in duration.

Prevailing Wages:

All respondents submitting bids for Public Work projects are required to conform to all NYS Prevailing Wage Laws. A copy of the Prevailing Wage Rates applicable to the project have been included in the specifications. The successful respondent(s) is responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this solicitation. The County will only pay, and the respondent agrees only to charge, prevailing wage rates for those employees of any organization that are required by New York State law to receive said rates in the course of doing work with the County. No payments will be made to any respondent covered under this contract **prior** to respondent supplying the County with **Certified Payrolls** in accordance with the New York State Labor Laws in effect during the term of the project. This includes all owners, partners, and other management and other employees as required. Vendors currently on the NYS Department of Labor Debarred list will not be considered for award of this contract. By submitting a bid for consideration the respondent is indicating that they are currently in good standing with the NYS Department of Labor at the time of the bid.

Apprenticeship Programs:

Tompkins County Resolution 222 of 2004 states that pursuant to Article 23, §816-b of New York State Labor Law, any public work that requires separate specifications pursuant to §101 of the General Municipal Law that exceeds \$1 million in cost, must include contractors that participate in New York State certified apprenticeship programs. All bidders and all subcontractors under the bidder must maintain or participate in a bona fide New York State Apprentice Program approved by the Division of Apprentice Training of the Department of Labor for each apprenticable trade or occupation represented in their workforce for which the law applies and must abide by the apprentice to journeyman ration for each trade prescribed therein in the performance of the contract. Notwithstanding the foregoing, each bidder awarded a contract may allow up to twenty-five percent of the value of its contract to be performed by employees or subcontractors that do not meet this requirement. Failure to comply with these requirements may result in any or all of the following sanctions:

- A. Temporary suspension of work on the project until compliance is obtained; and/or;
- B. Withholding payment due under the contract until compliance is obtained; and/or;
- C. Permanent removal from any further work on the project; and/or;
- D. Recovery by the County from the bidder, 1/10th of one percent of the contract amount or \$1,000.00 which is greater, in the nature of liquidated damages assessed for each week that the contractor is in non-compliance.