

**Notice to Bidders
Tompkins County
Used Guardrail Driver
Chassis Mounted**

Sealed Bids for a Used Guardrail Driver, Chassis Mounted will be accepted at the Tompkins County Finance Department, Purchasing Division, 125 East Court Street, Old Jail Building, 2nd Floor, Ithaca, NY 14850 up until 11:30 a.m. on March 4, 2014 at which time and place they will be publicly opened and read.

Specifications are available for download from the following website:

www.tompkinscountyny.gov/purchase/current-bids. Questions may be directed to Lisa Hall at lhall@tompkins-co.org, or (607) 274-5500.

Tompkins County reserves the right to waive any informalities and to reject any or all bids.

Lisa M. Hall
Buyer

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 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.

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.

Detailed Specifications
Tompkins County
Used Guardrail Driver
Chassis Mounted

Scope:

This specification addresses the requirements for providing a used guardrail driver, DP Manufacturing Model 1250 or equivalent.

Used driver shall be mounted on a chassis that is road legal and capable of registering.

Used driver and chassis shall be in good operating condition. Tompkins County reserves the right to request proof of condition prior to bid award.

Delivery:

Bid pricing shall include delivery to the Tompkins County Highway Division, 170 Bostwick Road, Ithaca, NY 14850. Bidder shall indicate on their Bid Form the number of working days after receipt of order delivery shall occur.

Award:

The bid shall be awarded to the lowest overall responsible bidder based on equivalency and acceptability of condition.

Tompkins County Contact:

Questions concerning the bid package and bid procedures may be directed to Lisa Hall, lhall@tompkins-co.org, or (607) 274-5500.

Questions concerning the technical specifications may be directed to Matt Watros, mwatros@tompkins-co.org, or (607) 274-0329.

BID FORM

**Tompkins County
Used Guardrail Driver
Chassis Mounted**

Manufacturer: _____ **Model:** _____

Year: _____ **Hours:** _____

Bid Price: _____ **Delivery:** _____
Days a/r/o

Bidder Contact Information

Bidder/Company Name: _____

Contact: _____ **Cell:** _____

Email: _____

ANTI-DISCRIMINATION CLAUSE

During the performance of this contract, (the contractor) hereby agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, color, creed, ethnicity, Vietnam-era veteran status, disabled veteran, marital status, disability, national origin, or status as an ex-offender. Such action shall be taken with reference, but not be limited, to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) The contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner for Human Rights, advising such labor union or representative of the contractor's agreement under clauses (a) through (f) hereinafter called "non-discrimination clauses". If the contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the contractor shall request such labor union or representative to furnish him with as written statement that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.
- (c) The contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's and local Tompkins County Laws against discrimination as the State Commission for Human Rights shall determine.
- (d) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.
- (e) The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
- (f) This contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law. The Contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

GENERAL CONDITIONS ACCEPTED BY:

Firm: _____

By: _____

Date: _____

Title: _____

**COUNTY OF TOMPKINS
GENERAL CONDITIONS**

AFFIDAVIT OF NON-COLLUSION

NAME OF RESPONDER: _____ PHONE NO.: _____ FAX NO.: _____

BUSINESS ADDRESS: _____ EMAIL: _____

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of the proposal, or If not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his/her behalf and on behalf of my company.

I further attest that:

1. The prices in this bid/proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition with any other contractor, responder or potential bidder; and
2. Neither the price(s), nor the amount of this bid/proposal, have been disclosed to any other firm or person who is a responder or potential responder on this project, and will not be so disclosed prior to bid/proposal opening; and
3. No attempt has been made or will be made to solicit, cause or induce any company or person to refrain from responding to this RFB/RFP, or to submit a bid/proposal higher than the proposal of this company, or any intentionally high or non-competitive bid/proposal or other complementary proposal; and
4. The bid/proposal of my company is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary proposal; and
5. My company has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other company or person, offerer, promised or paid cash of anything of any value to any company or person, whether in connection with this or any other project, in consideration for an agreement or promise by a company or person to refrain from responding to this RFB/RFP or to submit a complementary bid/proposal on this project; and
6. My company has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any company or person, and has not been promised or paid cash or anything of value by and company or person, whether in connection with this or any project, in consideration for my company's submitting a complementary bid/proposal or agreeing to do so on this project; and
7. I have made a diligent inquiry of all members, officers, employees, and agents of my company with responsibilities relating to the preparation, approval or submission of my company's proposal on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion act or other conduct inconsistent with any statements and representations made in this affidavit.
8. **By submission of this proposal I certify that I have read, am familiar with, and will comply with any and all segments of these specifications.**

The person signing this proposal, under the penalties of perjury, affirms the truth thereof.

Signature & Company Position: _____

Print Name & Company Position: _____

Company Name: _____

Date Signed _____ Federal I.D. Number _____



TOMPKINS COUNTY CERTIFICATE OF INSURANCE

BIDS CANNOT BE ACCEPTED NOR CAN WORK COMMENCE UNTIL THIS
CERTIFICATE IS RECEIVED AND ACCEPTED BY COUNTY ADMINISTRATION

INSURED NAME ADDRESS CITY,ST ZIP	<i>INSURANCE CARRIER:</i> A B	A.M. BEST RATING:
PRODUCER NAME ADDRESS CITY, ST ZIP PHONE:	C D	

This certifies that the policies listed below have been issued and are in force at this time.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS (IN \$1,000)
	GENERAL LIABILITY <input type="checkbox"/> OCCURRENCE FORM <input type="checkbox"/> OTHER	 (Certified copy of policy must be submitted if "other")			EACH OCCURRENCE \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG. \$ PERSONAL & ADV INJURY \$ FIRE DAMAGE (ANY ONE FIRE) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-HIRED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA				EACH OCCURRENCE \$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				COVERAGE A STATUTORY COVERAGE B " EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$
	NYS DISABILITY				STATUTORY
	PROFESSIONAL LIABILITY OR ERRORS/OMISSIONS				\$
	OWNERS CONTRACTORS PROTECTIVE LIABILITY				
	OTHER				

Insurance Carriers providing liability coverages acknowledge that the above referenced contract constitutes an "Insured Contract" as defined in their policy. As required by said contract, the County of Tompkins and its officers, employees, agents and elected officials are included as Additional Insureds under each respective policy. Insurance Carriers warrant that no policy will be non-renewed, canceled, or materially changed without thirty (30) days advance notice to County Administration.

Certificate Holder:
TOMPKINS COUNTY ADMINISTRATION
125 EAST COURT STREET
ITHACA, NY 14850

PHONE (607-274-5548 FAX: (607) 274-5558
 JKippola@Tompkins-Co.Org

Authorized Representative

Signature _____

Name _____

Title _____ Date _____

BID/PROPOSAL SIGN-OFF SHEET

BID/PROPOSAL TITLE:

Please check off and sign for items below and submit this required sheet with your bid/proposal response; the bid/proposal may be rejected if the required documents are not included with the response.

	DONE	INITIALS
1. Bid/Proposal completed		
2. Non-Collusive certificate completed		
3. Anti-Discrimination clause completed		
4. Proof of insurance coverage in amounts required by specification signed by insurance agent enclosed		
5. Addenda (if issued) received		
List Addendum # and dates		
6. Insurance Binder completed		
7. Reference Form completed		
8. Vendor Responsibility Form completed		
9. Corporate Compliance – agree to terms and conditions		
10. W-9 Taxpayer Identification and Certification		

By signing below the respondent is certifying that:

1. All information provided herein is true and correct to the best of their knowledge.
2. The respondent has read and understands the specifications in their entirety and that the response is made in accordance therewith, and;
3. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County, and;
4. The respondent will be held responsible for any and all discrepancies, errors, etc. in the discounts or rebates which are discovered during the contract term or up to and including three (3) fiscal years following the County’s annual audit.

Name/Title of Authorized Person Submitting Bid

Firm or Corporation Making Bid

Address

Telephone

Fax

(Remit to address (if different than above))

Signature of Authorized Person Submitting Bid