

Vendor Name _____

09/01/2017 – 08/31/2018

Bid Opening July 10, 2017

**Specifications and Proposal
for
PRE -TREATED
Bulk Granular Sodium Chloride
(crushed rock salt)**



**LIVINGSTON COUNTY
HIGHWAY DEPARTMENT**

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June 16, 2017

Livingston County News
legalads@livingtonnews.com

Genesee Country Express
tribclassifieds@eveningtribune.com

Dear Sirs:

Kindly publish the following Notice under Legal Notices, in the next issue of your paper.

.....
~ NOTICE TO BIDDERS ~

Sealed bids will be received by the County Administrator at the Livingston County Government Center, 6 Court Street, Room 302, Geneseo, NY 14454 until 11:00 am in the forenoon (EST), July 10, 2017 for the following: UNTREATED AND PRETREATED BULK GRANULAR SODIUM CHLORIDE for the Livingston County Highway Department. All bids will be publicly opened and read on said date and time in Room 303A in said Government Center. Specification and bidding sheets may be obtained from the County Highway Department office located at 4389 Gypsy Lane, Groveland, NY 14462, (585) 243-6700 or are available on-line at <http://www.livingstoncounty.us/hwy.htm> or <http://www.empirestatebidsystem.com> .

1. The official time for the receipt of bids will be the time shown on the time stamp located in the Board of Supervisors/County Administration area (6 Court Street, Geneseo, NY Room 302 – 3rd floor)
2. All bids must be accompanied by a non-collusion statement in order to be considered.
3. The County of Livingston reserves the right to reject any and all bids.
4. Livingston County is an Equal Opportunity/Affirmative Action Employer.

Don Higgins
County Highway Superintendent

.....
Thank you.

Elaine D. Szöcsei-Brehm
Highway Administrative Manager

cc: Lisa Grosse

IMPORTANT

INSTRUCTIONS TO BIDDERS

Pre-treated Bulk Granular Sodium Chloride

- ▶ Please return the COMPLETE bid document.
- ▶ A copy should be made and retained for your files
- ▶ The following pages MUST be completed and/or signed: Pages 12,13,15,17,19,20
- ▶ **Insurance:** Please refer to Appendix C of this bid for required insurance. It is suggested you review Appendix C with your insurance provider prior to submitting a bid.
- ▶ The successful bidder(s) will be sent a final contract for signature after the contract is awarded.

LIVINGSTON COUNTY HIGHWAY DEPARTMENT
4389 Gypsy Lane
Mt. Morris, NY 14510

GENERAL CONDITIONS *These General Conditions shall apply unless specific bid documents contain conflicting requirements.*

1. All proposals shall be made upon forms furnished by the County of Livingston and shall be contained in sealed envelopes addressed to Livingston County Administrator's Office, Livingston County Government Center, 6 Court Street, Room 302, Geneseo, NY 14454.
2. Form of proposal as issued by the County of Livingston shall be completely filled in black ink or typed. No bid will be accepted which contains any changes, additions, omissions, or erasures, unless otherwise stated.
3. Bidder must submit with bid detailed specifications, circulars, and all necessary data on items he proposes to furnish. This information must show clearly that the item offered meets all detailed specifications herein. The County of Livingston reserves the right to reject any bid if its compliance with the specifications is not clearly evident. If item offered differs from the provisions contained in these specifications such differences must be explained in detail, and the bid will receive careful consideration if such deviations do not depart from the intent of these specifications and are to the best interests of the County of Livingston as interpreted by the County of Livingston.
4. All prices quoted must be per unit as specified; e.g., do not quote per case when per dozen is requested; otherwise, bid may be rejected.
5. Bidder must insert the price per unit and the extensions against each item in this bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions. If a price is written in numbers and alpha - the alpha will govern.
6. The prices submitted shall be exclusive of Federal and State taxes and must not include any tax for which the bidder may claim exemption because of doing business with the County.
7. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case title shall not pass until items have been delivered to the County and accepted by the requesting department.
8. Prices shall be net FOB any point in the County of Livingston, New York. Price quoted shall include all delivery costs.
9. Where a bidder is requested to submit a bid on individual items and/or on a total sum or sums, the right is reserved to award bids on individual items or on total sums. The County reserves the right to award in whole or in part based on the lowest responsible bid.
10. All bids received after the time stated for the opening in the Notice to Bidders may not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the County, whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
11. In all specifications, the words or equal are understood after each article giving manufacturer's name or catalog reference, or on any patented article. The decision of the County of Livingston as to whether an alternate or substitution is in fact equal shall be final. If bidding on items other than those specified, bidder must in every instance give the trade designation of the article, manufacturer's name, and detailed specifications of item he proposes to furnish, otherwise, bid will be construed as submitted on the identical item fully informed as the extent and character of the supplies, material, or equipment required and a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.
12. If two or more bidders submit identical bids as to price, the decision of the County of Livingston to award a contract to one of such identical bidders shall be final. (General Municipal Law, sec. 103.sub.1)

13. It is the responsibility of the bidder to offer a product that meets the specifications of the manufacturer model as listed. Failure to submit any of the above data may result in rejection of the bid. The County, however, reserves the right to request any additional information deemed necessary for the proper evaluation of bids. Manufacturer's recommended list prices are required with the bid.
14. See attached insurance requirements (Appendix C). Liability, workers compensation, and disability coverage statements are required of all bidders. Automobile coverage is required from those who provide delivery. Bidders who use common carriers for delivery do not need automobile coverage statements.
15. In the event satisfactory bids are not received, the County of Livingston reserves the right to consider alternative proposals containing deviations from County specifications. Bidders shall explain in detail where such alternatives deviate from or qualify the terms of the proposal and specifications as issued.
16. Bidder must fill in all applicable spaces on bid form. All lines must have an indication of bidder's response whether it be 0, N/A, -, or a dollar figure. All lines must be filled in to indicate bidder's acknowledgment of the request. Bids that do not have all applicable lines filled in on bid sheet may be disqualified as a non-responsive bid. We cannot assume there is no charge when lines are left empty.
17. The following two items will automatically render a bid unacceptable to Livingston County.
 - (a) Failure to sign bid proposal page.
 - (b) Failure to include necessary bid deposit (as required).It shall be fully understood that any deviations from the inclusion of the above items will be grounds to see the bid as non-compliant and will not be considered for award.
18. Faxed bids will not be accepted.
19. The County reserves the right to purchase items included in these specifications on New York State Contracts, when available.

SAMPLES

20. Samples, when required, must be submitted strictly in accordance with instructions, otherwise, bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within ten (10) days of the request, or as directed, for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return and specifying the address to which they are to be returned provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. The County will not be responsible for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the bidder at his expense. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and the County shall have the right to dispose of them as its own property.
21. All window envelopes/mailers must conform to current U.S. Postal regulations. It is the responsibility of the supplier to be familiar and adhere to these regulations.

AWARD

22. The County of Livingston reserves the right to reject any and all bids not deemed for the best interest of the County and to reject as informal such bids, as in its opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bids. By an unbalanced bid, it is meant one in which the amount bid for one or more separate items is substantially out of line with the current market prices for the materials and/or work covered thereby.
23. The County of Livingston reserves the right to waive any informality or to reject any or all bids.
24. Awards will be made to the lowest responsive responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.

25. No contract hereunder shall, either in whole or in part, be assigned, transferred, conveyed, sublet or otherwise disposed of to any other person, company or corporation unless approval is first obtained in writing from the County of Livingston.
26. Should the successful bidder fail to meet a delivery date required by the specifications, the County of Livingston may, at its discretion, cancel the order and terminate the contract. In such event, the County will assume no responsibility for any expense or loss to the successful bidder because of such cancellation or termination.
27. Should any material or equipment delivered fail to meet the specifications, the County of Livingston may, at its discretion require the vendor to replace the same with material or equipment which does meet the specifications and, at the vendor's expense, to remove the rejected material or equipment from wherever delivered or stored and in the event that such proper replacement and removal is not made by the vendor within 15 days, to cancel the order and terminate the contract, in which event the County will assume no responsibility for any expense or loss to the vendor because of such cancellation or termination.
28. If the successful bidder fails to deliver within the time specified, or within reasonable time as interpreted by the County, or fails to make replacement of rejected articles, when so requested, immediately or as directed by the County, the County may purchase from other sources to take the place of the item rejected or not delivered. The County reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful bidder agrees to reimburse the County promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity.
29. Payments cannot be processed by County facilities until contract items have been delivered in satisfactory condition.
30. **Extension of Prices** - Political subdivision and districts and others authorized by law including certain non-profit post secondary, secondary, and elementary educational institutions may participate in contracts resulting from this bid. Upon request, non-county agencies must furnish contractor(s) with the proper tax exemption certificate.
31. It should be noted that the extension of this contract to certain political subdivision and non-public elementary and secondary schools may cause the estimated quantities to vary considerably. However, the contractor must furnish all quantities actually ordered.
32. Any errors in the bid award which are the fault of the County must be forwarded, in writing, to the Livingston County Administrator's Office within five (5) working days of the notification of award. No corrections will be made beyond that date. If errors on the part of the County are discovered too late to be corrected we will issue a no award on those affected items and re-bid or quote at later date.
33. If a successful vendor exhibits a history of back orders or delayed deliveries the County of Livingston reserves the right to rescind their award and to disqualify them from future bidding.
34. Any and all awards resulting from this bid shall be final and shall be for the complete term of the contract. No rescinding of awards will be made because of bidder error or inability to supply them.
35. Executory Clause. It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the County of Livingston and appropriated therefore, and the liability on account therefore shall be incurred by the County beyond the monies available and appropriated for the purpose thereof.
36. The County of Livingston reserves the right to extend the term of this contract for any length of time up to sixty (60) days beyond the time herein specified as the expiration date of this contract at identical terms and conditions. Written notice will be given to the contractor.

DELIVERY

37. Delivery must be made in accordance with the instructions to bidders and specifications. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery. The decision of the County as to reasonable compliance with delivery terms shall be final.

- 38. The County must be notified twenty-four (24) hours in advance of delivery. The County reserves the right to deny acceptance of delivery if this notice is not given, at no cost to the County.**
39. The County of Livingston will not accept any deliveries on Saturdays, Sundays or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency.
40. Items shall be securely and properly packed for shipment, storage and stocking in shipping containers and according to accept commercial practice, without extra charge for packing cases, baling, or sacks.
41. The successful bidder shall be responsible for delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The Receiving Department will note for the benefit of successful bidder when packages are not received in good condition. Carton shall be labeled with purchase order or contract number, successful bidder's name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.
42. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the buildings directed by the shipping instructions or the County. The successful bidder will be required to furnish proof of delivery in every instance.
43. Unloading and placing of equipment and furniture is the responsibility of the successful bidder, and the County accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the County, and suppliers should notify their truckers accordingly.
44. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:
- Contract Number and/or Purchase Order Number
 - Name of Article
 - Item Number (If Applicable)
 - Quantity
 - Name of Successful Bidder
45. Successful bidder may be requested to acknowledge, in writing, receipt of order.
46. No items are to be shipped or delivered until receipt of an official purchase order from the Livingston County Administrator's Office.

INSTALLATION OF EQUIPMENT

47. The successful bidder shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work the premises shall be left in a neat, unobstructed condition, and the buildings broom cleaned, and everything in perfect repair and order. Old materials are the property of the successful bidder unless otherwise specified.
48. Equipment, supplies, and materials shall be stored at the site only on the approval of the County of Livingston and at the successful bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of material.
49. Work shall be progressed so as to cause the least inconvenience to the County and with proper consideration for the rights of other successful bidders or workmen. The successful bidder shall keep in touch with the entire operation and install his work promptly.
50. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.
51. Equipment for trade-in shall be dismantled by the successful bidder and removed at his expense. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented simply as is. Equipment is available for inspection only at the delivery point unless otherwise specified.

GUARANTEES BY THE SUCCESSFUL BIDDER

52. The successful bidder guarantees:

- (a) His products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
- (b) To furnish adequate protection from damage for all work and repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.
- (c) To carry adequate insurance to protect the County from loss in case of accident, fire, theft, etc.
- (d) That all deliveries will be equal to the accepted bid sample.
- (e) That the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications; also no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the County. Any merchandise provided under the contract which is or becomes defective during the guarantee-period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such replacement immediately upon receiving notice from the County.

SAVING CLAUSE

53. The successful bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the successful bidder and which by the exercise of reasonable diligence he is unable to prevent.

GOVERNING LAWS & RULES

54. Section 167b of the State Finance Law prohibits the purchase of tropical hardwood products. Any bid which included products containing tropical hardwoods shall be deemed non-responsive. Exceptions shall be from an approved source or sole source where no approved equal is available. Section 167b shall apply.

55. The Contractor shall comply with all the provisions of the laws of the County of Livingston, the State of New York and of the United States of America which affect municipalities and municipal contracts, and more particularly the Labor Law, the General Municipal Law, the Workmen's Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Law, Rules and Regulations, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein. The bidder's special attention is called to those laws which are set forth below:

56. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury; Non-collusive bidding certification.

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief;

- i. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreements for the purpose of restricting competition, as to any matter relating to such prices with any other bidder with any competitor.
 - ii. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competition, and
 - iii. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (b) A bid shall not be considered for award nor shall be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

57. The fact that a bidder

- (a) has published price lists, rates or tariffs covering items being procured,
- (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or
- (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one(a).

58. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

59. All vendors must comply with provisions of the Toxic Waste Right To Know Law and provide the County with any and all information as required by law. All regularly manufactured stock electrical items must bear the label of the Underwriters Laboratories, Inc.

60. Bids on equipment must be on standard new equipment of latest model and in current production, unless otherwise specified. All supplies, equipment, vehicles and materials must meet the provisions of the New York State Public Employee Safety and Health Act of 1980.

61. The form of non-collusion bidding certification following the form of proposal must be executed by the bidder and submitted with the proposal.

62. Bidders must complete attached Livingston County forms which include Appendices A, B and C. These forms must be submitted with the proposal.

ADDENDA AND INTERPRETATIONS

63. No verbal interpretations of the intent of any of the specifications or other Contract Documents will be made before receipt of bids. Requests for interpretations prior to receipt of bids must be presented in writing, to the County Administrator's Office, Livingston County Government Center, 6 Court Street, Room 302, Geneseo, NY 14454, and to be given consideration must be received by the County at least seven (7) days prior to the date set for the opening of bids.

64. Any interpretation, and any information or instruction will, if issued, be in the form of a written Addendum or Addenda sent to all holders of Contract Documents at the address furnished therefore, at least five (5) days prior to the date of the opening of bids.
65. Failure of any bidder to receive any Addenda shall not relieve such bidder from any obligation under this bid as submitted. All Addenda so issued shall become a part of the Contract Documents.

QUALIFICATIONS OF BIDDERS

66. The County reserves the right to make such investigation as it may deem necessary or advisable to determine any bidder's ability to do the work, and the bidder shall furnish to the County, on request, all data and information pertinent thereto. The County reserves the right to reject any bid if such investigation fails to satisfy the County that the bidder is fully qualified to do the work. Financial instability of a bidder may be cause for non-award.

67. Conditional bids will be considered informal and will be rejected.

BONDS

No bonds required for this bid.

BIDDER INFORMATION FORM
Livingston County Highway Department
2017-2018 Pre-treated Bulk Granular Sodium Chloride

THE UNDERSIGNED PROPOSES TO PROVIDE Bulk Granular Sodium Chloride required by the County of Livingston as set forth in the enclosed bid. The successful bidder shall be obligated to furnish said services at the price set forth in his bid. The successful bidder shall be the person or Corporation submitting the lowest bid meeting all specifications.

COMPANY

ADDRESS

AUTHORIZED SIGNATURE

TITLE

PRINTED NAME

DATE

TELEPHONE NUMBER

E-MAIL ADDRESS

FAX NUMBER

SALES PERSON (PRINT)

CONTACT NUMBER

**Livingston County Highway Department
2017-2018 Pre-treated Bulk Granular Sodium Chloride**

NON-COLLUSION BIDDING CERTIFICATE

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 there to certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit, a bid for the purpose of restricting competition.

In compliance with this invitation for bids, and subject to the conditions thereof, the undersigned offers and agrees, if this bid is accepted within (30) thirty days from the date of opening, to furnish any and all of the items upon which prices are submitted.

FIRM NAME

ADDRESS

SIGNED BY

TITLE

DATE

TELEPHONE #

APPENDIX A

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the County of Livingston (herein after "County").

- I. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 109 of the **General Municipal Law**, this contract may not be assigned by the contractor or its right, title or interest there in assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the County and any attempts to assign the contract without the County's written consent are null and void.
- II. **WORKER'S COMPENSATION BENEFITS.** In accordance with Section 108 of the **General Municipal Law**, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the **Workers' Compensation Law**.
- III. **NON-DISCRIMINATION REQUIREMENTS.** In accordance with Article 15 of the **Executive Law** (also known as the **Human Rights Law**) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the **Labor Law**, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the **Labor Law**, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
- IV. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the **Labor Law** or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statute, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
- V. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 103-d of the **General Municipal Law**, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on Contractor's behalf.
- VI. **SET-OFF RIGHTS.** The County shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the County with regard to this contract.
- VII. **RECORD-KEEPING REQUIREMENT.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract for a

period of six (6) years following final payment or the termination of this contract, whichever is later, and any extensions thereto. The County Treasurer or County Administrator or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such books, records, documents, accounts and other evidential material during the contract term, extensions thereof and said six (6) year period thereafter for the purposes of inspection, auditing and copying. "Termination of this contract", as used in this clause 10, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract.

- VIII. **MEDICAID/MEDICARE COMPLIANCE.** If this contract involves the provision of services and/or materials, any portion of the cost of which will be billed to the Federal or New York State Medicare or Medicaid health care programs, the Contractor certifies that the Contractor, and all employees, directors, officers and subcontractors of the Contractor, are not "excluded individuals or entities" under Federal and/or New York State Medicare or Medicaid statutes, rules and regulations. The Contractor agrees to screen all employees, directors, officers and subcontractors on a monthly basis at the New York State Office of Medicaid Inspector General website, and any other website required by Federal and/or New York State Medicare or Medicaid statutes, rules and regulations, to determine if any of them are on or have been added to the exclusion list. The Contractor shall promptly notify the County if any employee, director, officer or 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. Furthermore, the Contractor agrees to indemnify the County for any damages or loss incurred by the County based upon the Contractor's failure to comply with these conditions or based upon any false certification under this section.
- IX. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
- X. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
- XI. **NO ARBITRATION AND SERVICE OF PROCESS.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York. All actions shall be venued in Livingston County. Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested.
- XII. **BUDGETED FUNDS.** This contract is executory only to the extent of funds available and the County shall incur no liability beyond the funds appropriated therefore.
- XIII. **APPROVAL OF BOARD OF SUPERVISORS.** This contract is subject to and conditioned upon approval by the Livingston County Board of Supervisors.
- XIV. **INCORPORATION.** The main contract contains a paragraph incorporating the terms of this appendix by reference and the parties herein have further signed and dated this appendix.

Livingston County

Contractor
(Signature of Authorized Official Required)

APPENDIX B

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the County of Livingston (herein after "County").

- I. The County shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Contractor shall deliver to the County all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to guarantees, warranties, as-built plans and shop drawings. In any of these events, the County shall make settlement with the Contractor upon an equitable basis as determined by the County, which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions, exclusive of termination date, applicable to postponement, suspension or termination of the contract.
- II. The Contractor agrees that it will indemnify and save harmless the County from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of and to the extent of any negligent omission or act of the contractor, its agents, employees, or subcontractors in the performance of this contract. This indemnification shall include all costs and disbursements incurred by the County in defending any suit, including attorneys' fees. Furthermore, at the option of the County, the Contractor shall provide defense for and defend all claims, demands and causes of action referred to above, and bear all other costs and expenses related thereto. The Contractor shall not be required to indemnify the County for any damage or loss arising out of the negligence or willful misconduct of the County, its agents or employees.
- III.
 - A. The Contractor warrants that to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the County.
 - B. An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, either result in an unfair competitive advantage to the Contractor or impair the Contractor's objectivity in performing the work for the County.
 - C. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the contractor will make a full disclosure in writing to the County. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the County, to avoid, mitigate, or minimize the actual or potential conflict.
 - D. Remedies - The County may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the County, the County may terminate the contract, or pursue such other remedies as may be permitted by the law or this contract. The terms of Clause I of this Appendix B or other applicable contract provision regarding termination shall apply to termination by the County pursuant to this clause.

E. The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform to the language of this clause.

IV. All requests for payment by the Contractor must be submitted on forms supplied and approved by the County. Each payment request must contain such items of information and supporting documentation as required by the County, and shall be all inclusive for the period of time covered by the payment request.

V. To the extent that federal funds are provided to the Contractor under this contract, the Contractor 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.

The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph.

VI. The Contractor shall have the status of an independent contractor, and in accordance with such status, agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim to be, an officer or employee of the County by reason of this contract. It further agrees that it will not make against the County any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

VII. In the event of a conflict between the terms between this Appendix B and the terms of the Contract (including any and all attachments thereto and amendments thereof, but not including Appendix A), the terms of this Appendix B shall control. In the event of a conflict between the terms of this Appendix B and Appendix A, the terms of Appendix A shall control.

VIII. The main contract shall contain a paragraph incorporating the terms of this appendix by reference and the parties therein shall further sign and date this appendix.

Livingston County

Contractor
(Signature of Authorized Official Required)

APPENDIX C

LIVINGSTON COUNTY STANDARD CONTRACT INSURANCE REQUIREMENTS

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor/permittee hereby agrees to effectuate the naming of the County of Livingston as an unrestricted additional insured on the contractor's/permittee's insurance policies, with the exception of workers' compensation and professional errors and omissions. **The contractor/permittee must provide an additional insured endorsement.** A statement on the contractor/permittee's insurance certificate that the County of Livingston is an additional insured is **not** sufficient. The form of the additional insured endorsement must be approved by the Livingston County Attorney.

- II. The policy naming the County of Livingston as an additional insured shall:

be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer; state that the organization's coverage shall be primary coverage for the County of Livingston, its Board, employees and volunteers. Any insurance or self-insurance as maintained by the County of Livingston shall be in excess of the contractor's insurance, and shall not contribute with it.

- III. The contractor/permittee agrees to indemnify the County of Livingston for any applicable deductibles or self insurance reserves.

- IV. Required Insurance:
 - Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate per project.

 - Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.

 - Workers' Compensation**
Statutory Workers' Compensation and Employers' Liability Insurance for all employees.

 - Owners Contractors Protective Insurance (Generally required only for construction contracts.**

 - Contact Livingston County Attorney for determination of necessity.)**
\$1,000,000 per occurrence/\$2,000,000 aggregate, with the County of Livingston as the named insured.

 - Professional Errors and Omissions Insurance (If professional service contract)**
\$1,000,000 per occurrence/ \$2,000,000 aggregate for the negligent professional acts of the contractor.

- V. The contractor/permittee is to provide the County of Livingston with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. Contractor/permittee shall provide the County of Livingston with a copy of any notice of cancellation or notice of change in the terms of insurance within two (2) days of Contractor/permittee's receipt of such notice from their insurance carrier or agent. Furthermore, Contractor/permittee shall provide the County of Livingston with confirmation from their insurance carrier or agent that insurance as required by this Appendix C is still in full force and effect every three months that this contract is in

effect. Such notice shall be mailed to the Livingston County Attorney, Livingston County Government Center, Room 302, 6 Court Street, Geneseo, New York 14454 and shall include the date and subject matter of the original contract. Contractor/permittee acknowledges that failure to obtain such insurance on behalf of the County of Livingston, or the failure to provide such notices, constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the County of Livingston, including termination of the contract. The failure of the County of Livingston to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County of Livingston.

- VI. If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the county, the contractor shall upon notice to that effect from the County, promptly obtain approval and submit a certificate thereof. Upon failure of the contractor to furnish, deliver, and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the contractor concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the county may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess or such claims or any portion thereof, may be withheld from payment due or to become due the contractor until such time as the contractor shall furnish such additional security covering such claims in form satisfactory to the County of Livingston.

The County reserves the right to require complete certified copies of all required insurance policies, at any time, which shall be delivered to the County within ten days of such request.

VII. ADDITIONAL INSURED ENDORSEMENT AND CERTIFICATE OF INSURANCE:

The contractor/permittee shall file with the Livingston County Attorney, prior to commencing work under this contract, an additional insured endorsement and a Certificate of Insurance, which shall include:

- a. Name and address of insured
- b. Issue date of certificate
- c. Insurance company name
- d. Type of coverage in effect
- e. Policy number
- f. Inception and expiration dates of policies included on certificate
- g. Limits of liability for all policies included on certificate
- h. Certificate holder shall be: County of Livingston, Livingston County Government Center, 6 Court Street, Geneseo, New York 14454-1043.
- i. Description of contract for which insurance is being provided.
- j. Insurance agents name, address and phone number.

Contractor
(Signature of Authorized Official Required)

Attachment "D"
Certification Pursuant to Section 103
Of the New York State
General Municipal Law

-g

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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 paragraph (b) of subdivision 3 of Section 165 _____ -a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the _____ political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business 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 Bidder/Proposer 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
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would _____ be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name

Livingston County Highway Department
2017-2018
PRE-TREATED BULK GRANULAR SODIUM CHLORIDE
(CRUSHED ROCK SALT) ~ SPECIFICATION SHEET

1. The bidder quotes the below indicated price(s) for **PRE-TREATED GRANULAR BULK SODIUM CHLORIDE** (Crushed Rock Salt), subject to the following conditions and specifications.
2. The **PRE-TREATED** product shall be: Granular Sodium Chloride treated at eight gallons per ton with environmentally friendly deicing liquid. This liquid must be a blend of organic-based performance enhancers and Magnesium Chloride. It is intended to enhance the performance of raw salt by reducing corrosiveness, improving low temperature performance, reducing bounce and scatter, preventing clumping, salt pile freezing, and enhancing flowability. This product is intended to be used to facilitate snow and ice prevention and removal on Municipal roads and bridges in Livingston County.
3. Crushed Rock Salt **shall also meet or exceed** the most current **NYSDOT specifications** and requirements for: **Chemical Composition; Size Grading (Particle Size Distribution); and Moisture Content.**
4. Salt shall be treated with an **ANTICAKING AGENT**. The quantity of agent used shall be in the range of 0.1 to 0.2 lbs./ton. Bidders shall supply with their bid a description of the agent used, quantity of agent used, quantity of agent used per ton of salt, method of determining the presence of the treatment and information relative to the solubility and photo decomposition of the treating agent. Potential harm to the ecology caused by agent treatment may be cause for rejection of a bid.
5. Salt shall be delivered in a free-flowing, dry, non-lumpy, ready-to-use condition.
6. **Page No. 24** of these specifications provides the bidder a list of County and Municipal agencies who will utilize this bid. Delivery locations and estimated required tonnage are provided. **The named quantity specified by each municipality represents 100% of their requirement for the season.** The season is September 1, 2017 through August 31, 2018. The municipality participant in this purchase agreement is obligated and guarantees to purchase only **70%** of their named quantity. The successful vendor is obligated and guarantees to furnish and deliver up to **150%** of the named quantity.
7. Bidder shall quote **ONE DELIVERED PRICE**, which shall apply to any point within the boundaries of Livingston County. (Minimum truckload delivery is to be approximately twenty-two (22) tons.)
8. Bidders may also, at their option, quote an **F.O.B. PLANT PRICE**, allowing any County or Municipal truck to be loaded by the Contractor at the Plant or Stockpile Site. (A ten (10) ton minimum load size shall apply to this provision.) Pick up point must be located within a 50-mile radius of the Livingston County Highway Department, 4389 Gypsy Lane, Groveland, NY 14462
9. Contractor's guaranteed delivery schedule shall be no more than five (5) working days A.R.O.

10. **CONTRACT TERM:** The contract shall be for a period of twelve (12) months from 09/01/2017 to 08/31/2018 and may be renewed at the County's sole option for one (1) additional twelve month period, which will end on 08/31/2019. The renewal shall be on the same terms and conditions as set forth in the specifications. The County shall notify the contractor by June 1, 2018 of its intention to renew the contract for an additional twelve-month period.

Livingston County Highway Department
2017-2018 Pre-treated Bulk Granular Sodium Chloride
Estimated Quantities

TOWN ~	STOCKPILE LOCATION	Estimated usage PRE TREATED only
AVON	5390 Agar Road, Avon, NY 14414	0
CALEDONIA	896 Middle Road, Caledonia, NY 14423	0
CONESUS	Federal Road, Conesus, NY 14435	0
GENESE0	5007 Warner Road, Geneseo, NY 14454	0
GROVELAND	4955 Aten Road, Groveland, NY 14462	0
LEICESTER	122 Main Street, Leicester, NY 14481	0
LIMA	7334 Dublin Street, Lima, NY 14485	0
LIVONIA	50 Commercial Street, Livonia, NY 14487	0
MT. MORRIS	80 Parker Road, Mt. Morris, NY 14510	0
NORTH DANSVILLE	Hartman Road, Dansville, NY 14437	0
NUNDA	9364 S. Church Street, Nunda NY 14517	0
OSSIAN	4880 Ossian Hill Road, Dansville, NY 14437	0
PORTAGE	Smith Hill Road, Hunt, NY 14846	50
SPARTA	8374 Sparta Center Rd., Dansville, NY 14437	0
SPRINGWATER	South Main St., P.O. Box 24, Springwater, NY 14560	0
WEST SPARTA	8309 Kysorville-Byersville Rd., Dansville NY 14435	800
YORK	Short Street, York NY 14592	0
VILLAGE ~		
AVON	13 Farmers Road, Avon, NY 14414	0
CALEDONIA	T/O Caledonia Hwy Dept., Middle Rd., Caledonia, NY 14423	0
GENESE0	235 Riverside Dr. Geneseo, NY 14454	0
LIMA	7334 Dublin Ave., Lima, NY 14485	0
LIVONIA	36 Commercial Street, Livonia, NY 14487	0
MT. MORRIS	23 Mill Street, Mt. Morris, NY 14510	0
NUNDA	20 South Church Street, Nunda, NY 14517	200
N. DANSVILLE	10 Mill Street, Dansville, NY 14437	0
COUNTY ~		
LIVINGSTON COUNTY - INCLUDING HIGHWAY, CENTRAL SERVICES & CNR	4389 Gypsy Lane, Town of Groveland (Salt Shed location)	0
	PRE -TREATED TOTAL	1,050

**Livingston County Highway Department
2017-2018 Pre-treated Bulk Granular Sodium Chloride**

*** BIDDING SHEET ***

PRE-TREATED SALT
FOR SNOW & ICE REMOVAL

* **BID #1:** Delivered to any point within the boundaries of Livingston County: \$_____ / TON

* **BID #2:** F.O.B. Plant/Site, loaded by Contractor onto Municipal trucks: \$_____ / TON

ANTICAKING AGENT ~ TYPE & APPLICATION RATE:_____

PLANT / STOCKPILE SITE LOCATION (S):_____

COMPANY NAME & DATE:_____