



Telephone: 716-439-7200
Fax: 716-439-7205

**NIAGARA COUNTY
DEPARTMENT OF MANAGEMENT & BUDGET
DIVISION OF PURCHASING
Philo J. Brooks County Office Building
First Floor - Park Avenue Entrance
59 Park Avenue
Lockport, New York 14094-2740**

BID # 2022-49

PURCHASE OF USED AMBULANCES

FOR

NIAGARA COUNTY EMERGENCY MANAGEMENT



LEGAL ADVERTISEMENT

PUBLIC NOTICE

Invitations for Bid will be received at the Niagara County Department of Management & Budget, Division of Purchasing, Philo J. Brooks County Office Building, 59 Park Avenue, Lockport, New York 14094, and said quotation will be publicly opened at the same address for:

**Invitation for Bid 2022-49: Purchase of Used Ambulances for Niagara County
Emergency Management at 2:00 PM on October 20,
2022**

Late Bids will be returned, unopened to contractor. All Bids shall be accompanied by a non-collusion statement in order to be considered.

Specifications are free and must be downloaded at www.bidnetdirect.com/new-york. Vendors will need to register before downloading. Questions regarding this bid may be directed to Division of Purchasing, Philo J. Brooks County Office Building, 59 Park Avenue, Lockport, New York 14094, at 716-439-7210, Monday through Friday between the hours of 8:30 am and 4:00 pm.

Bids shall remain firm for a period of forty-five (45) days following the date of the bid opening.

The County reserves the right to reject any and all bids, to waive any informality in bids, to accept the quotation by items or as a whole. In case of error in the extension of prices in bid, the unit price will govern.



INSTRUCTIONS TO BIDDERS FOR INVITATIONS FOR BID

1. INTENT

It is the intent of these specifications to describe four (4) used ambulances to be purchased by the Niagara County Emergency Management Department.

2. RFP TIMELINE

The following timeline has been established for this RFP process:

RFP Schedule and Timeline	Date
RFP Submitted/Available	September 29, 2022
Deadline to Submit Questions	October 11, 2022, 12:00 PM
Final Responses to Questions Issued	October 13, 2022, 5:00 PM
Proposal Submission Deadline	October 20, 2022, 2:00 PM
Notification of Finalists	Upon review by Purchasing Division

3. CONTACT AND INQUIRIES

Questions or comments regarding this RFP must be put in writing and received by Purchasing Agent no later than October 11, 2022 at 12:00 PM. Questions shall be submitted in writing and shall be directed to:

Jennifer M. Marotta, Purchasing Agent
Niagara County
Office of Management and Budget
59 Park Avenue
Lockport, New York 14094
Phone: (716) 439-7210
Fax: (716) 439-7205

jennifer.marotta@niagaracounty.com

4. NOTICE PROVIDED – STATE PROCUREMENT WEBSITE

This RFP will be posted in Niagara County's newspaper of record and on the New York State Contract Reporter website at <https://www.nyscr.ny.gov/agency/index.cfm>.

Notices related to this RFP will be sent to a bidders list for the needed commodity or service and other known potential vendors.



5. NOTICE

Sealed Quotations will be received, publicly opened, read aloud, and made available for public inspection in the Purchasing Office, by the undersigned at:

2:00 PM on October 20, 2022 .

FOR

Used Ambulances for Niagara County Emergency Management

Invitation for Bid # 2022-49

in accordance with specifications on file at the below address. This department reserves the right to reject any and all bids, and waive any informality.

One (1) original bid and one (1) electronic copy on compact disc or flash drive shall be submitted to:

NIAGARA COUNTY
DEPARTMENT OF MANAGEMENT & BUDGET
DIVISION OF PURCHASING
Philo J. Brooks County Office Building
First Floor - Park Avenue Entrance
59 Park Avenue
Lockport, New York 14094-2740
Phone: (716) 439-7201
Fax: (716) 439-7205

Bids mailed or otherwise submitted which are received, at the above submittal address, after the time designated for openings will not be considered. Facsimile or electronically mailed proposals are not acceptable and will be rejected.

NOTE: Any delay due to traffic, weather, and construction, mechanical failure, failure to locate Purchasing office, mail or express delivery is not an exception to the deadline for receipt of proposals. Please plan accordingly.

Submit bids in sealed envelopes bearing the bidder's name and address and also mark in the LOWER LEFT CORNER of the envelope the following:

BID ON: Used Ambulances for Niagara County Emergency Management

BID NUMBER: 2022-49

ATTENTION: FAILURE TO COMPLETE ALL INFORMATION ON THE BID ENVELOPE MIGHT NECESSITATE THE PREMATURE OPENING OF THE BID WHICH MAY COMPROMISE ITS CONFIDENTIALITY

THE TOTAL NUMBER OF PAGES CONTAINED IN THIS BID SHOULD BE 29, INCLUDING ATTACHMENTS.

IF ANY PAGES ARE MISSING, PLEASE CONTACT THE PURCHASING OFFICE.



NIAGARA COUNTY RESPONSE CHECKLIST

Please note below a list of documents that must be submitted in full as part of this bid.

Failure to submit any of the documents as part of your proposal or failure to acknowledge any addendum in writing with your bid may be cause for rejection of the proposal.

Submitting a bid on any condition, limitation or provision not officially invited in this bid may also be cause for rejection.

Please check each item indicating your compliance:

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL.

- ☐ RESPONSE CHECKLIST
- ☐ BIDDER CERTIFICATION AND ASSIGNMENT OF CLAIM (signed)
- ☐ NON-COLLUSION CERTIFICATE (signed & notarized)
- ☐ IRANIAN DIVESTMENT CERTIFICATE (signed & notarized)
- ☐ VENDOR RESPONSIBILITY FORMS
- ☐ SEALED BID WORKSHEET including SPECIFICATIONS and EXCEPTIONS (signed)
- ☐ REQUIRED FORMS AS LISTED IN BID – ADDITIONAL LITERATURE/WARRANTY/
BROCHURES (IF APPLICABLE)
 - ☐ WARRANTY INFORMATION
 - ☐ RETURN GOODS POLICY AND PROCEDURE
 - ☐ SPECIFICATIONS FOR ALL BID PRODUCTS THAT ARE NOT PER MANUFACTURER ITEM
NUMBERS IN SPECIFICATIONS
- ☐ ADDENDUM(S) ACKNOWLEDGED (IF APPLICABLE)

COMPANY	FEIN #
ADDRESS	CITY/ST/ZIP
TELEPHONE NUMBER	E-MAIL ADDRESS
AUTHORIZED REPRESENTATIVE (PRINT)	TITLE
AUTHORIZED SIGNATURE	DATE



SPECIAL CONDITIONS

1. Bid Response: It is highly recommended that the vendor completely read the bid prior to filling it out to become acquainted with the terms and conditions of the bid document and merchandise requirements.
2. Late Bids: Bids received in the Purchasing Office after the date and time prescribed shall not be considered for contract award and shall be returned to the vendor as non-responsive. The bidder is responsible for the delivery of the bid. If the bid is delivered to the wrong county office, by any delivery method, the bidder bears the responsibility. Delivery of the Bid to the specified location at the prescribed time and dates is the sole responsibility of the bidder.

The County employee whose duty it is to receive bid documents will decide when the specified time has arrived and no bid/proposal received thereafter will be accepted.

3. Contract Award: Award of contract will be made following a review of bids by the Purchasing Agent and the designated personnel. If awarded, the County will award the contract *to the lowest responsive and responsible bidder meeting these specifications.*
4. Method of Award: The contract will be awarded to the lowest responsible bidder(s) in part or in whole who meet(s) with all the terms of the specifications. The County reserves the right to make an award as deemed in its best interest, which may include making an award to a single vendor or multiple vendors; or to award the whole Bid, only part of the Bid, or none of the Bid to single or multiple bidders based on its sole discretion of its best interest. The County guarantees no minimum or maximum purchases or contracts as a result of award of this Bid.

Niagara County reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound by any contract between the County of Niagara and the vendor. Additionally, the County reserves the right to purchase any goods or services included as a part of this bid from any means legally available to it at any time.

Bidders shall take notice that as a condition of the award of the County contract, pursuant to meeting specifications, the successful bidder agrees to accept the award of a similar contract with any or all of the municipalities in Niagara County if called upon to do so. The County, however, will not be responsible for any debts incurred by participants pursuant to this or any other agreement.

Necessary deviation from the County's specifications in the award of a participant's contract, particularly as such deviations may relate to quantities or delivery point shall be a matter to be resolved between the successful bidder and participants. All inquiries regarding prospective contracts shall be directed to the attention of the local agency and not the County.

5. Performance Ability: The successful bidder must be prepared, if requested to furnish evidence, including documentary evidence where necessary, to establish proof of financial responsibility and ability to perform if awarded the bid. In all cases the decision of the County of Niagara will be considered final.
6. Bidders must complete Sealed Bid Worksheet; otherwise, quotation may be rejected. **ONLY ONE BID PER LINE ITEM MAY BE SUBMITTED.**

Should the bidder fail to complete the columns as required for each and every item specification, the County reserves the right to void this bid.



- Bidder may submit quotation on only one commodity, several commodities, or all commodities in this quotation however bidders are encouraged to bid on all commodities in this quotation.
7. Pricing: Price is firm. The unit prices bid shall remain, firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, product, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.
 8. Each price bid will include any and all expenses involved in the furnishing said services covered under these specifications. Each bid price will exclude any and all taxes. Governmental entities are tax-exempt under State law.
 9. Brand Names: Brand name(s) and /or catalog number(s) are given (if used) for the purpose of identification and to denote the standard of quality designated, and do not, in any way, restrict bidders to a specific make and manufacturer. Bid on items if “equal quality or better” will be considered.
 10. Non-Collusion Statement: A signed Non-Collusion Statement must be returned with your proposal.
 11. Irregular Bids: Bids shall be considered irregular for the following reasons:
 - A. If the bid is on a form other than that furnished by the County, or if the County’s form is altered.
 - B. If there is unauthorized additions, conditional or alternative pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.
 - C. If the bid is not accompanied by the bid guaranty specified (if any) by the County.
 12. Low Tie Bids: Low tie bids are low responsive bids from responsible bidders that are identical in price and which meet all the requirements and criteria set forth in the Bid Document. At Niagara County discretion, and award shall be made in any permissible manner that will resolve tie bids, including but not limited to:
 - A. Award of the contract to a business providing goods produced or manufactured in the county or to a business that otherwise maintains a place of business in this county;
 - B. Award of the contract to a bidder offering a low tie bid who received the previous award; and
 - C. If no permissible method will be effective in resolving tie bids the award may be made by drawing lots, by a neutral party, in order to break the tie.
 13. Deviation from Specifications: Any deviation from the listed specifications must be completely outlined. Failure to comply will constitute reason to declare the bid unresponsive. The Niagara County Purchasing Agent reserves the right to waive any informality or to reject any and all bids. The Niagara County Purchasing Agent reserves the right to reject any material(s) or services which do not comply with these specifications.
 14. Alternate Proposals: In the event satisfactory bids are not received, Niagara County 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.
 15. All bids offered must remain firm and cannot be withdrawn until forty-five (45) days after opening. Any extensions requested by the County after that time will be with the approval of the vendor(s).
 16. Proof of Compliance: The vendor shall bear the burden of proof for compliance with this specification. For all products or equipment offered, vendor must submit detailed technical specifications, product literature, and Material Data Sheets (MSDS) addressing all of the requirements.



17. Niagara County Reserves the Right:
- A. Reject any and all bids received in response to this Bid;
 - B. Reject the bid of a vendor who has previously failed to perform properly;
 - C. To waive any technical or formal defect in the bids, this is considered by Niagara County to be merely irregular, immaterial, or unsubstantial.
 - D. The County reserves the right to reject any bid/proposal of any vendor who has previously failed to perform adequately after having once been awarded a prior bid/proposal for furnishing product, material or services similar in nature to those in this bid/proposal.
18. Invoicing/Payment: Payment will be made forty five (45) days or less after receipt of invoice. A final inspection and written approval from owner's representative shall be required prior to invoicing from vendor.
19. Completeness or Accuracy of Bid Documents: The County of Niagara shall not be held responsible for the completeness or accuracy of any bid documents received by a vendor that were not directly issued to that vendor by the Niagara County Purchasing Department.
- Any vendor submitting a bid based on incomplete or inaccurate information resulting from documentation received from any third party, shall not have cause for relief from award or completion of a contract in accordance with the official documents on file with the Niagara County Purchasing Department.
- It is HIGHLY suggested that all vendors interested in participating in this bid, contact the Niagara County Purchasing Department directly at the above address or telephone number to assure they have received the most accurate and up to date material concerning this contract.
20. Registration, Downloading, Addenda from Purchasing Web Site: You must register with The Empire State Bid System before you download either an IFB or Addendum. Vendors are exclusively responsible for the downloading Addendums from the web site. It is imperative to check The Empire State Bid System web page frequently right up to the IFB closing date. By submitting a proposal a vendor waives any claims related to the failure to keep so apprised.

Note: It is the bidder's sole responsibility to verify the bid submittal includes any or all addenda

21. Addenda: Niagara County may, at any time by written notification posted on The Empire State Bid System, change any portion of the Bid describe and detailed herein. These changes will be communicated to the vendors in the form of Addenda. Copies of addenda will be made available for inspection at the Purchasing Office and posted on the Empire State Bid System web page at www.bidnetdirect.com/new-york. Vendors are exclusively responsible for the downloading of Addendums from the web site. No Addenda will be issued later than forty-eight (48) hours prior to the date and time for the receipt of offers, except an addenda withdrawing the Bid or addenda for postponement of the Bid due date/time.
- Bidders shall ascertain prior to submitting their bid they have received all Addenda issued and the acknowledge receipt of Addenda by the return of the signed Addenda form(s) with the Bid response. It is the responsibility of the Bidder to check the Empire State Bid System web page for Addenda which may be issued on this Bid.
22. Withdrawal of Bid: A Bid may be withdrawn at any time prior to the submittal deadline. A Bid may be withdrawn and resubmitted at any time prior to the submittal deadline. No Bid may be withdrawn after



the submittal deadline without the consent of purchasing which may be withheld by the Purchasing Department in its absolute discretion.

23. Amendment of Bid: A Bid may not be amended. However, a Bid may be withdrawn and resubmitted pursuant to resubmitted (Withdrawal of Bid) section above.
24. Exceptions: Any exceptions to terms, conditions, or other requirements in any part of the Bid must be clearly pointed out in the specific form provided in this Bid. Otherwise, the County will consider that all items Bid are in strict compliance with the Bid, and the successful Bidder will be responsible for compliance.
25. Written Communication: No negotiations, decisions, or actions, shall be initiated or executed by the vendor as a result of any discussions with any County employee or the vendor's misinterpretation of this Bid. Only those communications which are in writing from those County representatives as identified in this Bid may be considered as a duly authorized expression on behalf of the County. Also, only communications from vendors which are signed and in writing shall be recognized by the County as duly authorized expressions on behalf of the vendors.
26. Clarification of Bid Information: Niagara County reserves the right to request verification, validation or clarification of any information contained in any of the Bids. This clarification may include checking of references and securing other data from outside sources, as well as from the vendor.
27. Reference to Other Materials: The Offeror cannot compel Niagara County to consider any information except that which is contained in its Bid, or which is offered in response to a request from the County. The Offeror should rely solely on its Bid. The County, however, reserves the right, in its sole discretion, to take into consideration its prior experience with Offeror and information gained from other sources.
28. Insurance Cancellation and Expiration Notice: Insurance required herein shall not expire, be cancelled, or materially changed without thirty (30) days prior written notice to the County.
29. Independent Contractor: It is understood the Contractor is an independent contractor and shall not be considered an agent of the County, nor shall any of the Contractor's agents or employees be considered subagents for the County.
30. Purchases by other Local Governments: Niagara County reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between the County of Niagara and the vendor.

Necessary deviation from the County's specifications in the award of a participant's contract, particularly as such deviations may relate to quantities or delivery point shall be a matter to be resolved between the successful bidder and participants. All inquiries regarding prospective contracts shall be directed to the attention of the local agency and not the County.

31. Delivery Terms: All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price.
32. Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of the Agreement shall be brought in the County of Niagara.



33. **Price Adjustments:** Unless otherwise stated in this document, at no time during the term of any contract arising from an award by Niagara County may any of the contract pricing be changed for any reason without prior written approval by the County. The vendor may request a price adjustment after the first six months of a contract term. However, the vendor may only make one such request per contract term. If a price adjustment request is made, the vendor shall give the County a minimum of thirty-(30) calendar day's notification of any request for a price adjustment. Said adjustment may at no time exceed the Consumer Price Index for All Urban Consumers (CPI-U): New York-Newark-New Jersey, NY-NJ-PA (Table 4) for all items as calculated by the County Purchasing Department. Should the County deem the requested adjustment unacceptable, the County reserves the right to terminate the contract in accordance with the terms of this bid and seek pricing from whatever sources legally available.
34. **Fuel Surcharges:** Niagara County will not pay any type of fuel surcharge on any item or contract unless specifically indicated as such by the County in the solicitation or contract. Any fuel charges added and not authorized by the County will be deleted from any payments made to the vendor.
35. **Quantities:** This proposal indicates the estimated total quantity to be purchased during this contract period. The County does not guarantee any specific amounts and shall not be held responsible for any deviation noted in the estimated usages. Quantities will be ordered by the user department on an "as needed basis". The County reserves the right, during the contract period, to procure additional quantities of the items at the quoted unit price from the low bidder(s).
37. **Samples:** The County may require samples of supplies for analysis prior to awarding bid. Samples shall be supplied free of charge upon request and be identified with the bidder's name and address. If, in the judgment of the County, the sample is not in accordance with the specifications, the County reserves the right to reject the bid.
38. **Out of Stock Items:** Upon receipt of purchase order/release of blanket order, vendor shall immediately notify the affected department by telephone of the out-of-stock items. Note: Out-of-stock/not available product situations may be a basis for cancellation of contract and/or charging back for obtaining products elsewhere. No substitutions for out-of-stock items may be made without advance approval by the County. If the County is in agreement with substitution, bidders pricing on invoice is to reflect quoted pricing for that product.
39. The County reserves the right to inspect the unit being bid and request a demonstration, prior to award of bid. If deemed in the best interest of the county, this inspection and demonstration will be taken into account towards the award of the bid.
40. The bid or purchase order may be canceled or amended if the County encounters continuing or irresolvable problems with the selected Vendor(s) concerning quality of products, service levels, pricing discrepancies or delivery problems.



GENERAL TERMS AND CONDITIONS FOR INVITATIONS FOR BID

1. Each Invitation for Bid response shall be enclosed in a sealed envelope and must be mailed or delivered so as to be received prior to the time set in the advertisement for the deadline. Electronic submissions must be uploaded to the www.bidnetdirect.com platform prior to the determined deadline. If the Invitation for Bid is a physical submission, the sealed envelope shall have the information noting the service and date and time of deadline. This information must be affixed to the outermost packaging to be easily identified by Purchasing personnel as a sealed Invitation for Bid.
2. Invitation for Bid shall be submitted on Niagara County BID Forms, unless otherwise indicated in the BID specifications, or Invitation for Bid will not be considered. Invitation for Bid must be typed or printed in ink. Original autograph signatures in ink are required.
3. Niagara County will assume no responsibility for oral instructions or interpretation. Any questions regarding this Invitation for Bid that may change the specifications in this Invitation for Bid must be received in writing according to the BID Schedule and Timeline. Inquiries must identify the Invitation for Bid by title and due date.

Any alterations, interlineations or erasure of the Invitation for Bid must be initialed by the signer of the Invitation for Bid, guaranteeing authenticity.

4. **AWARDS.** The contract may be awarded to the lowest responsible and responsive bidder complying with the provisions of the Invitation for Bid. In determining whether a bid is lowest and responsive, and the Bidder responsible, the following may be considered by the County: a) Ability to perform the service required within the specified time; b) Reputation, judgment and experience; c) The quality of performance in previous contracts; d) Previous compliance with laws, as well as employment practices; e) Financial ability to perform the contract; f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; g) Ability to provide maintenance and service; h) Whether the bidder is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the bidder's taxes or assessments are delinquent; i) The resale value and life cycle costs of the items; j) Such other information as identified in the Invitation for Bid and the Niagara County Purchasing Guidelines having bearing on the decision to make the award. The County reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. The County also reserves the right to reject the Invitation for Bid of a bidders who has previously failed to perform properly. The County may award contracts by line item, category, or on an all or none basis.
5. Respondents are to furnish all information requested in the spaces provided on the BID forms. Further, as may be specified elsewhere, each Respondent must submit with their Bids cuts, sketches, descriptive literature, and/or complete specifications covering the products offered. Reference to literature submitted previously does not satisfy this provision. Bids in non-compliance with these requirements will be subject to rejection.
6. This Executor Clause shall be a part of any agreement entered into pursuant to the Invitation for Bid procedure: It is understood by the parties that the agreement shall be executory only to the extent of the monies available to the County of Niagara and appropriated therefore, and no liability on account thereof shall be incurred by the County beyond the monies available and appropriated for the purpose thereof.
7. No taxes are to be billed to the County of Niagara. Bids shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision.
8. The successful Respondent shall comply with all laws, rules, regulations, and ordinances of the Federal Government, the State of New York and any other political subdivisions or regulatory body which may apply to its performance under this contract.
9. The successful Respondent to whom a contract is awarded shall not assign, transfer, convey, sublet or otherwise dispose of a contract or the successful Respondent's right, title or interest therein, or the successful Respondent's power to



execute such contract to any other person, firm or corporation without the express prior written consent of Niagara County, in accordance with New York State General Municipal Law, Section 109.

10. A Bid submitted is firm and irrevocable for a period of forty five (45) days from the date and time of the BID deadline. If a contract is not awarded within the forty five (45) day period, a Respondent to whom the BID has not been awarded may withdraw his Bid by serving written notice of his intention to the County of Niagara. Upon withdrawal of the Bid, pursuant to this paragraph, the County of Niagara will forthwith return the Respondent's security deposit (if applicable). Once selected, the vendor agrees to extend submitted prices, if needed, during the contract negotiation period.
11. The base Bid shall remain firm and any other charges proposed shall also remain firm, for delivery of services or goods described in the BID.
12. Any contract entered into pursuant to a Bid may be terminated at any time during the term of the contract by Niagara County through notification in writing to the other party via certified mail of the desire to cancel. Such notice shall be serviced not less than thirty (30) days prior to the desired termination date.
13. In executing a Bid, the Respondent affirms that all of the requirements of the specifications are understood and accepted by the Respondent, and that the prices quoted include all required materials and services. The County will not be responsible for any errors or omissions on the part of the Respondent in preparing their Bid. In case of error in extension of prices in the Bid, the unit price will govern.
14. Manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in accordance with any State and local requirements for labeling or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Engineers for pressure vessels, the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies, or the American Gas Association for gas operated assemblies. Further, all items furnished by the successful Bid/Respondent shall meet all requirements of the Occupational Safety and Health Act (OSHA) and State, local and federal requirements relating to clean air and water pollution. "The NYS Right to Know Law and the OSHA Hazard Communication Standard (29CFR 1920.1200 - Revised August 24, 1987) require that Manufacturers prepare and submit to the County of Niagara a Material Safety Data Sheet for any product(s) that have been evaluated and determined to contain hazardous substances. (PLEASE SUBMIT WITH INITIAL SHIPMENT AN APPROPRIATE MATERIAL SAFETY DATA SHEET FOR EACH PRODUCT, WHERE APPLICABLE)"
15. Samples may be requested as a part of the solicitation or after the opening of Bid/RFPs. When requested, they are to be furnished as called for, free of expense, and if not destroyed will upon request be returned at Respondent's expense. Respondent's request for return of samples must be made no later than the date on which they are furnished. Respondent shall label each sample individually with their name and item number.

If the vendor submitting the bid has the award for a specific item and is submitting a bid for the same item without any alterations or deviations, it is not necessary to submit a sample as we have direct access to and experience with the quality and consistency of the item.

If, in the judgment of the County, the sample is not in accordance with the specifications, the County reserves the right to reject the bid.

If an alternate product is being offered, the bidder shall provide a complete description (literature) of the alternate being offered.
16. The Respondent shall be fully accountable for his or its performance under a Bid, or any contract entered into pursuant to a Bid, and agreed that the Respondent, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate the contractor or the contractor's performance.
17. All Bids must be accompanied by a duly executed Non-Collusion Statement in order to be considered.



18. The apparent silence of this specification as to any details or the omission from it of a detailed description concerning any point shall be interpreted as meaning only the best commercial practices are to prevail and that only materials and workmanship of the first quality are to be used. It is understood and agreed that any item offered or furnished shall be new, in current production and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.
19. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of any item offered on this BID prior to delivery, it shall be the responsibility of the successful Respondent to notify the County of Niagara at once, indicating in his letter the specific regulation which requires such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
20. Discrimination - The successful Respondent agrees:
 - (A) That in the hiring of employees for the performance of work under this contract, no contractor, nor any person acting on behalf of such contractor, shall by reason of race, creed, color, sex, national origin, age, disability, marital status, Military Veteran status or arrest record, discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates. Niagara County is an Equal Opportunity Employer.
 - (B) That no contractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance or work under a contract on account of race, creed, color, sex, national origin, age, disability, marital status or Military Veteran status.
 - (C) That a contract may be canceled or terminated by the County of Niagara and all monies due, or to become due, may be forfeited for a violation of the terms and conditions of a contract.
21. JOINT OFFERS/ SUB CONSULTANTS. Where two or more Bidders desire to submit a single Bid in response to this BID, they should do so on a prime/sub consultant basis rather than as a joint venture or informal team. For this engagement, Niagara County intends to contract with an individual firm and not with multiple firms doing business as a joint venture. If a sub consultant is used, the fact must be disclosed in the Bid, together with the name of each sub consultant, method of compensation to the sub consultant and its duties in relation to the scope of work.
22. Niagara County reserves the right to issue written addenda to any inquiries that alter the scope of the Bid. Niagara County reserves the right to decline to respond to any questions if, in Niagara County's assessment, the information cannot be obtained and shared with all potential Bidders in a timely manner.

Requests for interpretation of specifications should be addressed in writing, or orally, to Purchasing personnel and must be received prior to the date fixed for the BID deadline. Any and all interpretations and supplemental instructions will be made in the form of written addenda to the specification. The County will make every reasonable effort to notify specification holders when an addendum is issued, and all addenda will be available for inspection at least forty-eight (48) hours prior to a Bid deadline (except notices of BID postponement or cancellation, which may be made up to the scheduled BID opening time). Failure of any Respondent to receive such addendum shall not relieve such Respondent from any obligation under the Bid as submitted. Any and all addenda shall become part of the BID and contract.
23. If requested in writing by the County of Niagara, Respondent must present within forty-eight (48) hours, satisfactory evidence of the ability to perform and possession of the necessary facilities, personnel, experience, monetary resources and insurance to comply with specifications and otherwise provide the County with sufficient grounds to believe that it is likely, beyond a reasonable doubt, that the Respondent can provide the commodities and/or service(s) specified.
24. The successful Respondent(s) shall be notified by means of a contract award letter and/or purchase order that the Bid has been accepted. The mailing of either award letter or a valid purchase order shall constitute a contract between Niagara County and the successful Respondent(s).
25. When required by Niagara County, the successful Respondent shall execute a standard form Agreement with Niagara County which incorporates all the terms and conditions of the contract between the parties. Such Agreement shall be



executed within fourteen (14) days of notification, by which time the contractor shall also have supplied all required bonds and insurance.

26. A contract resulting from BID solicitation will constitute the entire and integrated Agreement between the parties. No other terms or conditions will become part of an Agreement unless they are approved in writing by both parties and attached to an Agreement or Addendum. Additional terms and conditions must be included with the Bid, prior to the submission deadline.
27. Payments will be made by the County after goods and/or services have been rendered and are complete. Payment will be made upon submittal of a complete invoice. If a Purchase Order is required, the Purchase Order must also be properly completed and submitted with invoice to insure payment. Any claim against the contractor may be deducted by the County from any money due him in the same or other transactions. Any delivery of product or service which does not meet the requirements of the contract may be rejected or accepted on an adjusted price basis as determined by the County. In any case where a question of non-performance of a contract arises, payment may be withheld in whole or in part at the discretion of the County as compensation for any loss, damage, or cost incurred by the County as a result of said non-performance.
28. Any bond(s) and/or insurances required must be on a form acceptable to Niagara County, and must be issued only by companies licensed to do business in New York State by the New York State Commissioner of Insurance. Insurance policies must name Niagara County as "Additional Insured". Certified checks or standard form letters of credit may be submitted in lieu of a bond, subject to acceptance by Niagara County as to sufficiency and form.
29. Niagara County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US. C. §§ 2000d to 2000d-4), hereby notifies all Bidders that it will affirmatively ensure that any contract entered into pursuant to this BID, disadvantaged business enterprises will be afforded full and fair opportunity to submit Bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
30. By submission of this Bid, each bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>
31. Unless the Respondent specifically notes otherwise, a Bid shall be to furnish all items/services exactly as specified, in complete conformance to all terms, conditions and specifications. Any exception proposed by a Respondent must be clearly noted in unambiguous writing and submitted with the Bid before the BID deadline. Unless otherwise specifically noted, the County will execute a contract based solely on its terms, conditions and specifications.
32. The complete legal name of the firm or corporation shall be used when executing BID documents. Do not abbreviate. If a corporation, use the name as it appears on the corporate seal.
33. Any manufacturer's names, trade names, brand names, information and/or catalog numbers used within a Bid are for the purpose of description and establishing general quality levels. Such references are not intended to be restrictive and equivalent products of any manufacturer may be offered. Determination of equivalency shall rest solely with the County.
34. In the event any item or items in this bid are made available to the County on a New York State Government contract at a unit price lower than that price on which award was made to the low bidder, the County reserves the right to purchase at the lower price under the NYS Government contract.
35. Suspension and Debarment: Vendors must be vetted using the United States Federal Government's System for Award Management (SAM) before the purchase and/or contract is completed, for any purchase of \$25,000 or more. Vendors must be run through this system before each purchase to ensure that they are not suspended, debarred, declared ineligible or voluntarily excluded from eligibility for covered transactions by any federal departments or agencies who



are not allowed to receive Federal funds. Departments must notify either the Purchasing Department or the County Treasurer to request a vendor check before the purchase is made. All vendors will be required to register on the SAM website. If a sub recipient is going to make a purchase using Federal funding, they must check the status of the vendor in SAM, or they can request a check through the Niagara County Purchasing Department or the Niagara County Treasurer. The sub recipient will need to communicate the vendor status to the project director and this communication must be documented.

36. All Contracts awarded, in part or in whole designated to be in receipt of Federal funding must adhere to the 49 CFR Title 2 Part 200 and regulations set forth by the Office of Management and Budget (OMB).

37. INDEMNIFICATION AND SAVE HARMLESS AGREEMENT

Any contract, prior to signature, must include a clause/section wherein "defense, indemnity and hold harmless" provisions in form and content reviewed and approved by the County Attorney are included in protecting the County's interest.

Such clause acceptable to the County of Niagara would be the following:

"The Contractor agrees to defend and indemnify the County of Niagara, their officers, agents and employees, and shall hold them harmless from any and all risks of every kind, nature and description resulting from or arising out of the work and/or service performed by the Contractor, or its sub contractor, under this contract; provided, however, that Contractor shall not be required to indemnify the County with respect to such risks to the extent caused by the negligence or intentional misconduct of the County or the County's contractors, over whom Contractor has no authority or control."

The Contractor by agreeing to defend the County of Niagara as set forth above, agrees that if the County of Niagara receives a claim, complaint, or is sued under this contract pertaining to their work, acts or services; then this contractor agrees to pay all attorney fees and expenses; the selection of such attorney to represent Niagara County shall be the sole and exclusive determination of Niagara County.

38. **INSURANCE AND CERTIFICATE REQUIREMENTS.** Each and every contract, whether for professional services, vendors or contractors, must meet minimum insurance specifications in order to protect the County's interest and/or as evidence of compliance with New York State law.

GENERAL REQUIREMENTS: Before commencing work, the successful service provider or contractor and any subcontractor shall furnish evidence such as a Certificate of Insurance, acceptable to the County of Niagara, that it has procured and will maintain, at its own expense, until final acceptance of the work, or until released in writing at the time of "Notice of Substantial Completion", insurance in the kinds and amounts hereinafter specified. The County of Niagara is defined as Niagara County, its agents, officers and employees.

A Certificate of Insurance acceptable to the County of Niagara must meet the following requirements:

- List the type of insurance coverages and acceptable limits, as required by the County of Niagara.
- Name the certificate holder as County of Niagara, 111 Main Street, Suite 102, Lockport, NY 14094.
- Name the County of Niagara, its agents, officers, and employees (without reference to a specific department) as an additional insured on each Certificate of Insurance for all liability policies. This can be provided in the caption or in the comments section of the certificate.
- Each certificate of insurance required, and each endorsement, must be signed by a licensed registered agent. In the event of self-insurance, by an authorized signatory.
- In the event of any material alteration or cancellation of any insurance coverage, thirty (30) days written notice shall be given to the Niagara County Director of Risk Management, 111 Main Street, Lockport, NY 14094.

**Niagara County Department of Management & Budget**

Division of Purchasing

Purchase of Used Ambulances for N.C. Emergency Management

Bid #

2022-49

- Insurance carriers should be admitted in the State of New York, unless an exception is approved by Niagara County.
- The Certificate of Insurance shall be submitted to the Niagara County Office of Risk Management for compliance review, approval and retention at least thirty (30) days prior to the start of work.

SPECIFIC INSURANCE REQUIREMENTS: The following are the minimum insurance types, documentation and limits acceptable to the County of Niagara:

INSURANCE COVERAGES, DOCUMENTS AND MINIMUM LIMITS**for****Contracted Services****Coverage and Documents****Limits**

A. General Liability (GL)

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

B. Auto Liability

\$1,000,000 Combined Single Limit

C. Excess/Umbrella Liability

\$1,000,000 Each Occurrence

\$1,000,000 General Aggregate

D. Workers' Compensation and
Employers Liability

Statutory Limits

CE-200, C-105.2, or SI-12

E. Disability Benefits

Statutory Limits

*CE-200, DB-120.1,**DB-820/829 or DB-155*



INTENT

It is the intent of these specifications to describe four (4) used ambulances to be purchased by the Niagara County Emergency Management Department.

SPECIFICATIONS

Minimum Ambulance Specifications:

2005 or newer Type III or Type I Ambulance on a Ford Chassis

Color White

Mileage not to exceed 100,000

Automatic Transmission

110 V External Shore Receptacle with auto eject

Multiple O2 ports

On board Suction

Child restraint seat

CPR side seat

Air bags

A/C

Anti-lock brakes

Battery charger

Cruise control

Working on board oxygen system

Working 12V Inverter

Power brakes

Power locks

Power Steering

Power windows

Minimum 68" headroom

Minimum 150" module length

Working Emergency Lighting

Working Emergency Siren

Ability to pass NYS Safety and Emissions Inspection



SPECIFICATIONS – (Continued)

The bidder certifies and warrants that all major components offered are compatible with each other and are approved for the application by all the component manufacturers for the intended use as stated in the specifications.

The bidder shall submit, with the bid, detailed specification circulars and all data necessary to describe all equipment offered and to demonstrate conformance with this specification. The County, however, reserves the right to request any additional information deemed necessary for proper evaluation of bids.

If equipment offered differs from the provisions of these specifications and the proposal, such differences shall be explained, in detail, and bid will receive careful consideration if deviations do not depart from the intent of the specifications and proposal and are in the best interest of the County. Warranty coverage will be taken into consideration in determining award of bid, if in the best interest of the County.

The bidder shall use these bidding sheets.

The County reserves the right to inspect the unit being bid and request a demonstration, prior to award of bid. If deemed in the best interest of the county, this inspection and demonstration will be taken into account towards the award of the bid.

Deliveries and Delivery Schedule: Delivery shall be expressed in number of calendar days required to receive the ambulances after receipt of a purchase order.

The ambulances will be required as soon as possible and guaranteed delivery may be considered in making award. Delivery shall be expressed in number of calendar days required to make delivery after receipt of a purchase order.

Bidder shall provide cost to remove graphics, if any, as it pertains to each ambulance.



EQUIPMENT SPECIFICATIONS

FOUR (4) USED AMBULANCES OR APPROVED EQUAL

Please complete this checklist for each ambulance you are providing a bid.

VIN#			
ITEM #	SPECIFICATIONS: 1 - 25	Meet Specifications? Check one	
		Yes	No
1	2005 or newer Type III or Type I Ambulance on a Ford Chassis		
2	Color White		
3	Mileage Not to Exceed 100,000		
4	Automatic Transmission		
5	110 V External Shore Receptacle with Auto Eject		
6	Multiple O2 Ports		
7	On Board Suction		
8	Child Restraint Seat		
9	CPR Side Seat		
10	Air Bags		
11	A/C		
12	Anti-lock brakes		
13	Battery Charger		
14	Cruise Control		
15	Working on Board Oxygen System		
16	Working 12V Inverter		
17	Power Brakes		
18	Power Locks		
19	Power Steering		
20	Power Windows		
21	Minimum 68" Headroom		
22	Minimum 150" Module Length		
23	Working Emergency Lighting		
24	Working Emergency Siren		



EQUIPMENT SPECIFICATIONS (CONTINUED)

ITEM #	SPECIFICATIONS: 1 - 25	Meet Specifications? Check one	
		Yes	No
25	Ability to Pass NY Safety and Emissions Inspection		

Company Name

Contact Person

Address

Name/Company Position

City/State/Zip

Contact E-mail

Phone

Signature



EXCEPTIONS TO SPECIFICATIONS

Bidder must provide detailed explanation for any specifications not fully met by the proposed product. Using the following format, indicate both the Item # and explanation for each exception taken.

If no exceptions are taken, state as such.

Line #	Exception (use additional sheets if necessary)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

_____	_____
Company Name	Contact Person
_____	_____
Address	Name/Company Position
_____	_____
City/State/Zip	Contact E-mail
_____	_____
Phone	Signature
_____	_____



SEALED BID WORKSHEET

Please use this form. Prices must be typed or written in using ink. The bid must be signed by an authorized representative of the bidder. If alternate bids are being submitted, please copy and use this sealed bid worksheet for each alternate bid submitted.

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Extended Price
1	Ambulance as per Specifications	1	EACH		
	Manufacturer	Model			
	Year	Miles	VIN#		
2	Ambulance as per Specifications	1	EACH		
	Manufacturer	Model			
	Year	Miles	VIN#		
3	Ambulance as per Specifications	1	EACH		
	Manufacturer	Model			
	Year	Miles	VIN#		
4	Ambulance as per Specifications	1	EACH		
	Manufacturer	Model			
	Year	Miles	VIN#		
5	Cost to Remove Graphics	4	EACH		
6	Delivery	4	EACH		

Warranty Available: Yes ____ No ____ If Warranty Available, Information Supplied: Yes ____ No ____

By signing and submitting this bid for consideration by Niagara County the vendor acknowledges that they have read, understand and agree to all aspects of the specifications without reservation or alteration.

Company Name	Contact Person
Address	Name/Company Position
City/State/Zip	Contact E-mail
Phone	Signature

COMPLETE ALL ABOVE OR BID WILL BE REJECTED



APPENDIX A

BIDDER'S CERTIFICATION & ASSIGNMENT OF CLAIM

**TO: NIAGARA COUNTY
DEPARTMENT OF MANAGEMENT & BUDGET
DIVISION OF PURCHASING
Philo J. Brooks County Office Building
First Floor - Park Avenue Entrance
59 Park Avenue
Lockport, New York 14094-2740**

We, the undersigned, herewith propose and agree to furnish to the County of Niagara, any one or all of the items upon which we have bid, for the prices indicated herein, in accordance with the Specifications, Special Conditions, and other related Formal Quotation Documents.

The undersigned bidder certifies to having read these Specifications, Special Conditions, and other related Formal Quotation Documents and offers to furnish the articles specified to the County of Niagara in exact accordance with the Specifications, Special Conditions, and other related Formal Quotation Documents and at the prices stated.

Contractor hereby assigns to the County of Niagara and the State of New York any and all of its claim for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C. Section 1, et seq. and the antitrust laws of the State of New York, G.B.L. Section 340, et seq.

FIRM NAME

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

NAME & COMPANY POSITION

AUTHORIZED SIGNATURE

COMPLETE ALL OF THE ABOVE OR BID WILL BE DISQUALIFIED



APPENDIX B

INSTRUCTIONS FOR AFFIDAVIT OF NON-COLLUSION

1. The Affidavit of Non-Collusion must be executed by a member, officer or employee of the bidder. It must be executed by the person who makes the final decision with regard to the prices and amount quoted in the bid. If for good reason that person is not available to execute the Affidavit, the Affidavit may be executed by another member, officer, or employee of the firm who has been authorized in writing by such person to make the statements set out in the Affidavit on his or her behalf and on behalf of the firm. The written authorization must be attached to the Affidavit at the time of its submission.
2. Bid rigging, combinations or conspiracies to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. It is imperative that the person who will execute the Affidavit examine it carefully before signing it and assure himself or herself that each of the statements in it are true and accurate. If for any reason the affiant cannot attest to each of the statements in the Affidavit without qualification or reservation, the necessary qualification or reservation must be noted in the Affidavit. The facts and circumstances on which such qualification or reservation are based must be set out in a writing submitted as a part of or together with the executed Affidavit.
3. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bidding documents, and Affidavit must be submitted separately on behalf of each party.
4. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the procurement business and construction industry, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
5. In order to carry out the requirements of paragraph 7 of the Affidavit, the affiant must make diligent inquiry of all other persons employed by or associated with the bidder with responsibilities relating to the preparation, approval, or submission of the bid. Such inquiries need not be made of secretarial or clerical employees, and other persons performing purely ministerial functions, who do not have either actual or apparent authority to act on behalf of the firm with regard to the project.
6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the bid.



APPENDIX B CONTINUED

AFFIDAVIT OF NON-COLLUSION CERTIFICATE

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

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other contractor, bidder, or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm 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 bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval, or submission of my firm's bid 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 of the statements and representations made in this affidavit.

**BID NOT ACCEPTABLE WITHOUT ABOVE AFFIDAVIT NON-COLLUSION
CERTIFICATION HERE SET FORTH AND CERTIFIED BY A NOTARY PUBLIC**

FIRM NAME

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

NAME & COMPANY POSITION

AUTHORIZED SIGNATURE

SWORN to before me this

_____ day of _____

20____

Notary Public: _____



APPENDIX C

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the “Act”), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the office of General Services (OGS) will be developing a list of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law) (the “Prohibited Entities List”). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the
_____ of the _____

Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

SWORN to before me this _____ day of _____ 20____ Notary Public: _____

Authorized Signature



APPENDIX D

VENDOR CERTIFICATION

As of January 1, 2005, the Office of the State Comptroller is requiring that governmental agencies award contracts only to vendors that have been certified as "responsible." Vendor responsibility means that a vendor has the integrity to justify the award of public dollars and the capacity to fully perform the requirements of the contract. It is a contracting agency's responsibility, under Section 163 (9) of the State Finance Law (SFL), to evaluate and make a determination of the responsibility of a prospective contractor. A responsibility determination, wherein the contracting agency determines that it has reasonable assurances that a vendor is responsible, is an important part of the procurement process, promoting fairness in contracting and protecting a contracting agency and the State (as well as the County) against failed contracts.

The following factors are to be considered in making a responsibility determination:

1. Legal Authority to do business in New York State
2. Integrity
3. Capacity - both organizational and financial
4. Previous performance

Please complete the enclosed Vendor Responsibility Questionnaire. The completed Questionnaire shall be returned with your bid submission in order for your bid to be ruled responsive.

Additional information concerning vendor responsibility, including electronic versions of forms, may be found at the Office of the State Comptroller's (OSC) website: <http://www.osc.state.ny.us/vendrep>



APPENDIX D (CONTINUED)

VENDOR RESPONSIBILITY FORM

Within the past five (5) years has your firm, any affiliate, any predecessor company or entity, owner, director, officer, partner or proprietor been the subject of:		
VENDOR NAME:	ANSWER ALL QUESTIONS	
A. An indictment, judgment, conviction, or a grant of immunity, including pending actions, for any business related conduct constituting a crime under governmental law?	YES	NO
B. a government suspension or debarment, rejection of any bid or disapproval of any proposed subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement?	YES	NO
C. Any governmental determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful?"	YES	NO
D. A consent order with NYS Department of Environmental Conservation or a governmental enforcement determination involving a construction-related violation of federal, state, or local environmental laws?	YES	NO
E. A finding of non-responsibility by a governmental agency or Authority for any reason, including but not limited to the intentional provision of false or incomplete information as required by Executive Order 127?	YES	NO
If yes to any of above, please provide details regarding the finding.		
ENTITY	MAKING	FINDING
YEAR OF FINDING		
BASIS OF FINDING		

(Attach Additional Sheets if Necessary)



APPENDIX E

NON-BIDS

IF YOU ARE NOT SUBMITTING A BID, it is important that you answer this proposal. Failure to respond to three successive proposals may result in your name being removed from the mailing list. You should:

- A. Place an "X" in the appropriate box below.
- B. Complete and return the below part of this sheet.
- C. Place below only in an envelope; making sure to record the bid number on your envelope, and return to the County Purchasing Department.
- D. It is also required that you indicate your reason for not bidding.

☐

We are not submitting a bid

Reason for not
submitting a bid:

Bidder's Name:

Address:

City:

State:

Zip:

☐

We request the removal of our name from the mailing list for this commodity group

Signature: