

Chemung County-City of Elmira Purchasing Department

John H Hazlett Building
203 Lake Street
PO Box 588
Elmira, NY 14902-0588
PH: 607-737-3577 or 737-2090 FX 607-737-2073

NOTICE IS HEREBY GIVEN, that sealed bids are sought and requested by the County of Chemung for the purchase of the following:

RFB-1834 - Term Contract Bid to Provide Industrial and Commercial Supplies

Sealed Bids will be received in the Chemung County – City of Elmira Purchasing Department, Room 403, Fourth Floor, John H. Hazlett Building, 203 Lake Street, Elmira, New York 14901, **until 1:45 P.M. on July 9, 2015** where they will be publicly opened and read aloud at 2:00 P.M. on the same date. No bidder may withdraw their bid within forty-five (45) days after the date of the bid opening.

Please take note:

The Purchasing Office is **closed** between 12:00 Noon and 1:00 P.M. daily.

The Purchasing Office receives one (1) daily US Mail delivery **after 2:00 P.M.**

Any bid received **in the Purchasing Office after 1:45 on the due date will not be considered.**

Bids received via facsimile or electronically **will not be considered.**

Bid proposals must be submitted **in duplicate** (one original and one exact copy).

The County of Chemung reserves the right to reject any and all bids and to waive any informality.

Proposals must be made upon and in accordance with the bid documents. Bid documents may be obtained from the Purchasing Department, between the hours of 9:00 A.M. to 12:00 Noon and 1:00 P.M. to 4:00 P.M. on or after **June 25, 2015**

Documents may be obtained on line at www.empirestatebidsystem.com. Vendors must first register for either the free service or the paid service at that site. The paid service **is not required** to obtain County or City bids. After registration, click on **Chemung County/City of Elmira** from the list of participating agencies; click on the **title of the bid** or search the **NIGP codes**.

Tricia A. Wise
Purchasing Coordinator

Inserted in the Star Gazette: June 25, 2015

Inserted in the Corning Leader: June 25, 2015

SECTION 1 - CONDITIONS OF WORK

1.01 Receipt and Opening of Bids: The County of Chemung, New York (herein called the Owner) invites bids on the form attached hereto. Each bidder shall submit their bid in a **sealed envelope** which shall bear thereon the following inscription:

RFB-1834 - Term Contract Bid to Provide Industrial and Commercial Supplies

Mail or deliver the bid document in person to the address specified in the Notice to Bidders. The outside of the bid envelope must bear the name and address of the company submitting the bid. The bidder shall submit the following **in the sealed bid envelope (one original and one exact copy)**:

The Bid Submission Form
Non-Collusion Form
Waiver of Immunity
Iranian Energy Divestment Certification
Documentation Required by Specifications

All forms must be signed and witnessed according to the bid document instructions.

The original bid document shall be **clearly marked "ORIGINAL"**. If any discrepancy exists between the original document and the copy, the original document **shall be binding**.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any or all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. No bidder may withdraw a bid within forty-five days after actual date of the opening thereof.

Bids delivered prior to the day the bids are actually opened will be deemed received upon the day of the actual opening of the bids and will be retained in the interim only as a courtesy to the Bidder.

1.02 Description of Item(s) Being Bid: Reference specifications section (1.02).

1.03 Taxes: The County of Chemung is a tax exempt entity.

1.04 Executory Clause: It shall be understood by and between the parties that this agreement shall be deemed executory to the extent of the monies available to the County of Chemung for said purposes and no liability on account thereof shall be incurred by the County of Chemung beyond monies available for said purposes.

1.05 Pertaining to General Municipal Law: The vendor shall agree that Section 103-a and 103-b of the General Municipal Law relative to ground for cancellation of contract by municipal corporation, and disqualification to contract with municipal corporations, are made parts hereof as though fully set forth herein.

1.06 Specification Discrepancy: Should a discrepancy be found in, or omissions from the specifications, requirements for contract, or bid proposal form, or should the bidder be in doubt as to their meaning, they shall at once notify in writing the Purchasing Director, who will send written instructions to all bidders. The County of Chemung will not be responsible for any oral instructions.

1.07 Non-waiver: Any waiver of any breach of covenants herein contained to be kept and performed by contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

1.08 Default: Provided always, these entire agreements are upon this condition, that if vendor shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failure or neglect shall continue for a period of not less than seven (7) days after the County has notified vendor in writing of vendor's default hereunder and the vendor has failed to correct such default within said seven (7) days, or if vendor shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors, then in either of said cases or events, the County, or those having its estate in the premises, lawfully may, at its option, immediately or at any time thereafter without demand or notice, cancel the whole and expel the vendor and those claiming by, through or under vendor, and remove vendor and their effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used.

1.09 Rejection or Acceptance of Bid: The right is reserved by the County to waive any irregularities or informalities in any proposal, to accept or reject any or all bids, to re-advertise for bids if desired, and to accept the bid which, in the judgment of the County is deemed the most advantageous for the public and the County. Any bid proposal which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection of the bid. In the event of default of the successful applicant, or refusal to enter into a contract with the County, the County reserves the right to accept the proposal of any other applicant without necessity of re-advertisement.

1.10 Contract Period: If applicable, see specifications, **Section 1.02.**

1.11 Weight Certification: Where materials are purchased by weight, the supplier shall use scales certified by the County of Chemung or the State of New York and the supplier shall furnish the County with certified weight tickets upon delivery of materials and as necessary and/or requested by the County.

1.12 Unauthorized Changes: If this document is found to be altered in any way by a plan holder, it shall be cause for disqualification of the plan holder from any contract resulting from this solicitation and/or any future solicitation by Chemung County or the City of Elmira.

1.13 Authorized Contract Users:

1. County Departments: All Chemung County Departments may utilize and purchase under any county centralized commodity and/or service contract let by the Chemung County Purchasing Department, unless the bid specifications limit purchases/services to specific departments or prohibit such participation.

2. Non-Chemung County Authorized Users: Chemung County may allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase commodities awarded as a result of this bid in accordance with the latest amendments to NYSGML 100 through 104.

3. Responsibility for Performance: Utilization of Chemung County centralized commodity contracts by non-County Agency Authorized Users is permitted upon the following conditions:

a. The responsibility with regard to performance of any contractual obligation, covenant, condition, or term thereunder by any Authorized User other than County departments shall be borne and is expressly assumed by such Authorized User and not by the County.

b. A breach of the contract by any particular Authorized User shall neither constitute nor be deemed a breach of the contract as a whole which shall remain in full force and effect, and shall not affect the validity of the contract nor the obligations of the Contractor thereunder respecting non-breaching Authorized Users, whether the County or otherwise.

c. For a breach by an Authorized User other than a County Department, The County specifically and expressly disclaims any and all liability for such breach.

d. Each non-county agency Authorized User and Contractor guarantees to save the County, its officers, agents, and employees harmless from any liability that may be or is imposed by their failure to perform in accordance with its obligations under the contract.

1.14 Limitations to Liability: The Owner does not assume responsibility or liability for costs incurred by bidders responding to the bid or to any subsequent requests for interviews, additional data, etc.

1.15 Equal Opportunity Employment: Attention of Proposers is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

1.16 Compliance with Law: The Bidder agrees to comply with and fulfill all laws, orders, ordinances, rules and requirements of Federal, State, City, County or other applicable governmental authority; all applicable OSHA and New York State Labor rules, regulations, and statutes. Chemung County is a Municipal Separate Storm Sewer System (MS4) entity, and its MS4 operators together with third party entities are required to meet the storm water discharge regulations of its Storm Water Management Plan (SWMP). The bidder is advised it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards.

1.17 Iranian Energy Sector Divestment:

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

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

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

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

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

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

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

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the 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 County of Chemung has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Chemung would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

Section 1.02 – SPECIFICATIONS FOR RFB-1834 - PROVIDING INDUSTRIAL AND COMMERCIAL SUPPLIES

A. GENERAL CONDITIONS:

1. CONTRACT PURPOSE: The purpose of the contract is to provide Chemung County agencies, departments, and political sub-divisions with a means of acquiring the industrial and commercial supplies which are purchased repetitively. The categories of supplies required are listed on the “Form for Submission of Bid” in this document. This will be a MULTI-VENDOR contract award. Chemung County Departments and political sub-divisions of Chemung County shall consider that there could be more than one source for the products they require and shall seek the best value purchase most appropriate for their needs. Users should be able to document their choice and maintain justification for the Procurement Record to support both the selection of the vendor and the reasonableness of the price to be paid. Contracts resulting from this bid solicitation are non-exclusive.

The bid is separated into nine (9) Bid Items. Each Bid Item shall be considered a separable bid, and any responsible bidder shall be awarded only the Bid Item(s) for which he/she has submitted the Total Gross Sum Bid. Bidders may bid on any or all of Bid Items.

2. BID PRICES: Bid prices shall be defined as a dealer cost plus. Net prices for stock items bid shall be inclusive of all shipping and handling charges, F.O.B. destination. The dealer cost plus percentage shall remain constant for the entire period of the contract. The Bidder’s current cost schedule and/or catalog of the items offered (full description of items required) under this contract shall be provided **with the bid.**

3. MINIMUM ORDER: Minimum order shall be \$25.00 and orders are to be drawn in quantities reflecting contractor's standard packaging.

a. For orders less than \$25.00, at the contractor's option, shipping costs from the contractor's address may be added to invoice with a copy of the freight bill, but shipping costs are to be prepaid by contractor and such orders are to be shipped on an F.O.B. destination basis. All such orders must be shipped the most economical method for the proper delivery of the product unless special routing instructions are stated on the order by the agency.

4. CONTRACT TERM: It is the intention of the County of Chemung to enter into a contract for the term of three (3) years beginning on the date of the bid award. If mutually agreed between the County and the contractor, the contract may be renewed annually under the same terms and conditions for an additional period not to exceed two years.

Either the contractor or the County may unilaterally cancel the contract any time after the initial six months by providing written notification to the other party. Notification of cancellation must be received by the intended recipient at least two months prior to the requested date of cancellation. The Cancellation will become effective the first of the month following the two month written notification.

5. PRICE CHANGES: The contract prices are subject to increase or decrease during the contract period in accordance with changes which may be made by the manufacturer. The percentage associated with cost plus will remain constant throughout the term of the contract. Any changes must be indicated on the invoice.

6. COMMERCIAL PRICE LIST REDUCTIONS: Where list prices are lowered to customers generally or to similarly situated government customers during the contract term; or Special Offers/Promotions

Generally; Where Contractor generally offers more advantageous special price promotions, or special discount pricing to customers, during the Contract term for the same or a smaller quantity, and the maximum price or discount associated with such offer or promotion is better than the discount or price otherwise available under this contract, such better price or discount shall apply for similar quantity transactions for the life of such general offer or promotion.

7. SPECIAL OFFERS OR PROMOTIONS TO AUTHORIZED USERS: Contractor(s) may offer Authorized Users competitive pricing which is lower than the net price set forth herein at any time during the Contract term, and such lower pricing shall not be applied as a global price reduction under the Contract pursuant to the foregoing paragraph.

8. QUANTITIES: Quantities are indefinite. Each contract is for the quantities actually ordered during the contract period. It should be noted that the extension of this contract to political subdivisions may cause the value to vary considerably. However, the contractor must furnish all quantities actually ordered. The County reserves the right to negotiate lower pricing or to advertise for bids for any unanticipated excessive purchase.

9. WARRANTIES AND GUARANTEES: The contractor guarantees that the products are new (or re-manufactured to new specifications) with every unit delivered, guaranteed against faulty material and workmanship for the manufacturer's standard warranty period from date of delivery. If faulty, the unit or part affected is to be replaced without any cost to the County, including labor and transportation charges.

10. DELIVERY: Shipment must be made within 24-48 hours after receipt of order, with the exception of custom (non-stock) orders which must be shipped within ten business days after receipt of order.

11. NON-EXCLUSIVITY: The County or other authorized users can purchase product(s) from sources other than the contractor provided that such product(s) are substantially similar in function, form or utility to the product(s) herein and are lower in price and/or available under terms which are more economically efficient to the County (e.g. delivery terms, warranty terms, etc.). Such purchases are subject to New York State Municipal Law and local laws in regard to competitive bidding requirements.

B. PERFORMANCE REQUIREMENTS:

1. ORDERS Contractor shall be capable of accepting orders via telephone and facsimile. All orders shall require a purchase order which shall be reference on the order confirmation and invoice. All orders shall be accepted by the contractor between the hours of 8:30 a.m. through 4:30 p.m. EST, Monday through Friday, except legal holidays. All orders processed shall be shipped to the specified destination within 24-48 hours after receipt of order with the exception of custom (non-stock) orders which must be provided within 10 business days after receipt of order. All orders shall be labeled and packaged adequately to assure safe handling and proper delivery.

2. DELIVERY POINTS: Delivery points shall be designated by the ordering agency.

3. DISCREPANCIES: The contractor shall resolve all order and invoice discrepancies (e.g., shortages, breakages, etc.) within five business days from notification.

4. PRODUCT RETURNS, PROBLEM PRODUCTS: Products returned because of quality problems, duplicated shipments, outdated product, etc. must be picked up by the contractor within five business

days after notification with no restocking charge and be replaced with specified products or the agency shall be credited/refunded for the full purchase price.

5. PRODUCT RETURNS, AGENCY ERROR: Standard stock products ordered in error by agencies must be returned for credit within 15 days of receipt. Product must be in re-saleable condition (original container, unused). There shall be no restocking fee if returned products are re-saleable.

6. TOLL-FREE NUMBERS: The contractor must provide local toll-free telephone and fax numbers within the County or toll-free numbers for the County's procurement usage. If contractor does not currently maintain toll-free numbers, the contractor must be willing to accept collect calls or to establish toll-free numbers.

7. CUSTOMER SERVICE: The contractor shall provide a sufficient number of employees who are knowledgeable and responsive to customer needs and who can effectively service the contract.

8. PRICE LISTS AND CATALOGS: Upon award, the successful bidders shall furnish current catalogs, and any ensuing revised or up-dated versions thereof, to the Chemung County - City of Elmira Purchasing Department in the form of a disc, CD, or accessible web site which shall become a part of the contract. The vendor's name and address shall appear on all price lists. Where a price list shows more than one column of prices, **the vendor shall clearly mark the column which represents the gross prices charged the County. The original price lists must agree with the bidder's original bid.** Successful bidders shall be required to provide each price list, and any updated revisions thereto, to the following department in PDF format via e-mail:

Purchasing Department: twise@co.chemung.ny.us

9. SUBSTITUTIONS: Unauthorized substitutions are not acceptable. Substitution of one catalog product for another catalog product shall require the approval of the ordering agency.

10. CONTRACT FILL RATE: Within forty-five days after the contract commences, each contractor shall maintain a monthly overall average fill rate of 90 percent. Items that are reordered, back-ordered, or partially filled are not considered filled line items when calculating this service level. Orders not filled and partials shall be indicated on the packing list. The contractor shall inform agencies of the availability date of non-filled and partial orders within 24 to 48 hours after receipt of order. Should the contractor fail to meet the agreed upon delivery schedule, thereby making the agency order from another source, the contractor may be required to pay the difference between the contract prices and the agency's purchase price. Failure to maintain a 90 percent fill rate may result in contract cancellation.

11. BILLING/ORDERING SYSTEMS: Chemung County Departments and authorized political sub-divisions shall require separate invoicing. The contractor's billing system shall be flexible enough to meet the needs of varying accounting systems in use by different political sub-divisions of Chemung County.

12. USING AGENCY SALES REPORTS: On an annual basis, the contractor shall furnish to each requesting County department and/or political sub-division a report indicating total of purchases made to include the total number of each contract item ordered, dealer cost, mark-up per bid award, and net price.

13. SALES REPORTS: The following annual reports shall be provided to the Chemung County Purchasing Director:

a.) Total sales of all contract users (combined) by product, to include quantity of each product sold, dealer cost, mark-up per bid award, and net price with column totals.

b.) Sales summary by County Department and political subdivision by product, to include quantity of each product sold, dealer cost, mark-up per bid award, and net price with column totals.

FORM FOR SUBMISSION OF BID

The undersigned hereby declares that he has carefully examined all bid documents and all interpretations of any addenda and is satisfied as to all the quantities and conditions, and understands that in signing this Bid he waives all rights to plead any misunderstandings regarding the same.

Pursuant to and in compliance with the Bid Documents, the Bidder hereby offers to furnish all equipment and whatever else is necessary or proper for, or incidental to, the completion of this Contract, as required by and in strict compliance with the applicable provisions of all contract documents, **for the bid price(s) as follows on the Form for Submission of Bid.**

If written notice of the acceptance of this Bid is delivered to the undersigned, the undersigned will, within ten (10) business days after the date of such delivery, execute and deliver the Contract in the form of the Agreement attached hereto, or in a special Contract form that may be drawn up in accordance with the County Attorney’s requirements. In the event that an addenda, the undersigned hereby acknowledges the receipt of same and agrees that they are bound by all addenda, whether or not listed herein:

Addendum # _____ Addendum # _____ Addendum # _____

Typed/Printed Name of Company or Authorized Representative submitting bid

Signature of Bidder or Company Authorized Representative Date

Name and Address of Company

Phone Number of Company

Fax Number of Company

**FORM FOR SUBMISSION OF BID
TO PROVIDE INDUSTRIAL AND COMMERCIAL SUPPLIES (Cont'd)**

PRODUCT LINE: (Bidder may bid on <u>any</u> or <u>all</u> lines)	Percentage Mark-up in figures	Percentage Mark-up in words	Is list price schedule or catalog of items offered included with bid? (required)
<u>Commodity # 1:</u> General Hardware			
<u>Commodity # 2:</u> Plumbing Supplies			
<u>Commodity # 3:</u> Electrical Supplies			
<u>Commodity # 4:</u> Paint and Paint Supplies			
<u>Commodity # 5:</u> Lawn and Garden Equipment Replacement Parts			
<u>Commodity #6:</u> Building Materials and Supplies			
<u>Commodity # 7:</u> Lumber			
<u>Commodity # 8:</u> Lawn, Garden, and Landscaping Supplies and Materials (Including Chemicals, Fertilizers, top soil, sand, mulch)			
<u>Commodity # 9:</u> Clothing and Footwear			

**NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO 103d
OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK**

(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:

- (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.

(B) A bid shall not be considered for award nor shall any award be made where (A)-(1), (2) and (3) 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 therefor. Where (A)-(1), (2) and (3) 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 to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bid (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).

By submission of this bid, the undersigned hereby affirms the truth of the foregoing certification under the penalties of perjury.

Signature of Bidder

Typed/Printed Name, Date

All bidders must sign this certification prior to the opening of the bids.

**WAIVER OF IMMUNITY PURSUANT TO 103A
OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK**

The Contractor and/or Vendor and/or Supplier, pursuant to General Municipal Law, Section 103a, hereby agrees to the provisions in the law which require that upon refusal of a person, when called before a Grand Jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a Public Authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a Waiver of Immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

(a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or fire district or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this Law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

Authorized Signature for Bidder

Date

Typed/Printed Name, Title

(Corporate Seal, if any)

(If no seal, write "No Seal"
across this place and sign)

IRANIAN ENERGY DIVESTMENT CERTIFICATION

**Pursuant to Section 103-g
Of the New York State
General Municipal Law**

- 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 therefore. 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

COUNTY OF CHEMUNG, NEW YORK

****NOTICE OF AWARD****

Issued to: Company Name _____
Company Address _____
Company City/State/Zip _____

Bid Number and Title: RFB-1834 Bid for Industrial and Commercial Supplies Contract

Advertisement Date: June 25, 2015 Bid Opening Date: July 9, 2015

Chemung County Legislature Resolution Number 15- Date August 10, 2015

Chemung County has considered your bid submitted for the above entitled bid, or a portion thereof as detailed on any attachment to this notice. You are required to execute the Agreement within **ten (10) business days** from the date of this Notice. If you fail to execute said Agreement within ten (10) business days from the date of this Notice, Chemung County will be entitled to consider all your rights arising out of the County's acceptance of your BID as abandoned and the County will be entitled to such other rights as may be granted by law. **You are required to return an acknowledged copy of this NOTICE OF AWARD within five (5) calendar days to:**

Chemung County Department of Purchasing _____

Street Address 203 Lake Street _____

Post Office Box 588 City Elmira State New York Zip Code 14902

Telephone 607-737-2917 Fax 607-737-2073

By: Tricia A. Wise
Department Head Signature Typed Name/Title

DATED the _____ day of _____, 2015.

ACCEPTANCE OF NOTICE OF AWARD

NOTICE OF AWARD is hereby acknowledged and accepted.

By: _____
Authorized Signature Typed Name/Title

For: _____
Organization

DATED the _____ day of _____, 2015.

AGREEMENT FORM

THIS CONTRACT, made and entered into this _____ day of _____, 20__ by and between the County of Chemung, 203 Lake Street, Elmira, New York 14901 (Administrative Office address), hereinafter designated as the OWNER, and:

Hereinafter designated the **CONTRACTOR**.

WITNESSETH: That the parties hereto, each in consideration of the Agreements of the part of the other herein contained, have mutually agreed and hereby mutually agree, the OWNER for itself and its successors and the CONTRACTOR for itself, himself, herself, or themselves and its successors, his, hers, or their executors, administrators and assigns as follows:

Article 1. DESCRIPTION: Under this Agreement and Contract, the CONTRACTOR shall proceed to supply products and services as hereby described:

Article 2. In consideration of the payments to be made as hereinafter provided, and of the performance of the Owner of all of the matters and thing to be performed by the Owner and herein provided; the Contractor agrees, at his/her own sole cost and expense, to furnish all materials and provide all services necessary to complete the contract work described under Article 1. Hereof, within the time hereinafter specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, orders and directions as contained in the bid document and specifications, made in accordance with this Contract.

Article 3. The Owner agrees to pay and the Contractor agrees to accept as full compensation for all materials furnished and/or equipment and supplies sold, and also for all costs and expenses incurred and loss or damages sustained by reason of the action of the elements, or growing out of the nature of the work, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the work as herein specified, and for faithfully completing the work and supplying all materials/products and the whole thereof as herein provided, and for providing services and materials until the final payment is made, the prices stipulated in the Bid hereto attached.

Article 4. The following documents shall constitute integral parts of the agreement, the whole to be collectively known and referred to as the Contract Documents: Bid Document and Specifications; Addenda; Plans or Drawings; Non-Collusion Bidding Certificate; Waiver of Immunity; Iranian Energy Divestment Certification, Bidder Submittals; and Agreement form.

The Table of Contents, Headings and Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents, and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

Article 5. If the Contractor shall fail to comply with any of the terms, conditions, provisions or stipulations of this Contract, according to the true intent and meaning thereof, then the Owner may make use of any or all remedies provided in that behalf in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

Article 6. The following alterations and addenda have been made and included in this Contract before it was signed by the parties hereto:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement,

By: (Contractor)

(Seal)

Signature

Company Name

Company Address

By: (Owner - County)

(Seal)

Thomas Santulli,
Chemung County Executive

SITE ENTRY AGREEMENT AND INDEMNITY

Date: _____

Owned and/or Operated by the following:

CONTRACTOR: _____ Print Name
_____ Address

_____ Phone
_____ Person to Contact

SITE/PROJECT: _____

Subject to the terms and conditions herein stated and agreed to by the above named Contractor, the above named Owner does hereby give permission to Contractor to enter the above named project.

A. INSURANCE: Contractor represents and warrants that Contractor has in force the following insurance coverage applicable to their operations.

1. Workers' Compensation and Employers Liability coverage for all employees, including corporate officers, partners and proprietors.

B. Commercial General Liability Insurance, including but not limited to project & operations, personal injury, products-completed operations, contractual liability covering the liability assumed under this Site Entry Agreement and Indemnity. The minimum limits of liability applicable to this insurance will be at least \$1,000,000 each occurrence and \$2,000,000 General aggregate. For products and completed operations aggregate, the limit will be at least \$2,000,000. The policy will be endorsed providing the per location aggregate endorsement CG2504.

Comprehensive Automobile Liability with combined bodily injury and property damage of at least \$1,000,000 such coverage to include all owned, non-owned and hired vehicles.

Umbrella Excess Liability, with limits for each occurrence of at least \$1,000,000 and an aggregate limit of at least \$1,000,000., unless otherwise stated in specifications.

Owner is to be named as an additional insured on a primary basis on all policies including completed operations with the exception of workers' compensation and a certificate of insurance will be provided within 48 hours of request by owner. All certificates of insurance will provide 30 days notice to owner of cancellation or non-renewal. Contractor waives all rights of subrogation against owner and will have all policies endorsed setting forth this waiver of subrogation.

CONTRACTOR'S EQUIPMENT: All equipment owned by Contractor, and used at the Project, is at the sole responsibility of the Contractor and will be insured or self-insured by Contractor.

INDEMNITY: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless OWNER and its agents, employees and representatives from an against all liabilities, claims, damages, losses and expenses (including, but not limited to, attorney' fees, whether incurred as a result of a third party claim or to enforce this provision) arising out of or resulting directly or indirectly from the performance of the work or the enforcement of the contract documents, irrespective to whether there is a breach of a statutory obligation or rule of apportioned liability; provided, however, that Contractor's indemnification obligation shall not apply to the extent it is caused by the negligence of a person indemnified and indemnification of such person is precluded specifically by applicable law. Contractor's indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any part or person described in this paragraph.

LIMITATION ON ENTRY: Contractor's rights to enter onto the project are subject to cancellation if Contractor does not provide evidence of required insurance coverage to owner within 48 hours of owner's request.

AUTHORIZATION: The individual signing this Site Entry Agreement and Indemnity for Contractor is authorized to sign this document on behalf of Contractor (and if Owner requests, will provide evidence of such authority to owner within 24 hours).

RECEIPT OF COPY: Contractor acknowledges receipt of a copy of this Site Entry Agreement and Indemnity.

IT IS AGREED that any clause of the Agreement that is found to be void and unenforceable will not affect the enforceability of any of the remaining provisions.

CONTRACTOR:

(Name of Company)

(Print Name & Title)

(Signature)

APPROVAL OF OWNER:

Thomas Santulli,
Chemung County Executive