Herkimer County Department of Budget and Purchasing  
Sheri Ferdula, Budget Officer/Purchasing Agent  
Philomena Lumia, Deputy Purchasing Agent  
109 Mary Street, Suite 1302  
Herkimer, NY 13350  
Phone: 315-867-1118 Fax: 315-867-1109

BID NOTICE

Sealed bids will be opened and read aloud in the office of the Herkimer County Purchasing Agent, 109 Mary Street, Suite 1302, Herkimer New York 13350, on Monday July 13, 2020 at 10:30am, for the provision of contract for plowing services for the 2020 through 2022 seasons for new Herkimer County Correctional Facility.

Bid Packets may be obtained at the above office during normal business hours.

Sheri Ferdula  
Purchasing Agent  
6/16/2020
REQUEST FOR BIDS

HERKIMER NEW YORK

Plowing Contract for the New Correctional Facility

SUBMISSION DEADLINE
Monday July 13, 2020, 10:30am

Herkimer County Department of Budget & Purchasing
Sheri Ferdula, Budget Officer/Purchasing Agent
Philomena Lumia, Deputy Purchasing Agent
109 Mary Street, Suite 1302
Herkimer, NY 13350
HERKIMER COUNTY

GENERAL INSTRUCTIONS TO BIDDERS

SECTION 1: Bid Description

The County of Herkimer is seeking bids for a contract for snow plowing for the 2020 through 2022 seasons for the new Herkimer County Correctional Facility. All pricing shall remain in effect for the entire duration of the contract.

Bid documents will be available at the Office of the Herkimer County Purchasing Agent, Monday through Friday from 8am to 4pm. Minority and Women Owned Businesses are encouraged to apply.

SECTION 2: Bid Submission

Bids and all required documentation must be submitted in a sealed envelope clearly marked “BID –Plowing Service” no later than 10:30 am on Monday July 13, 2020 to:

Sheri Ferdula, Purchasing Agent
Herkimer County Department of Budget & Purchasing
109 Mary Street, Suite 1302
Herkimer NY 13350

All bids received after the time stated above, may not be considered. A pre-bid visit will be held on Wednesday July 1, 2020 at 8:30am, on site. Please RSVP if attending to sferdula@herkimercounty.com, or call 315 867 1119.

By submitting a bid, Bidder agrees to accept all of the terms and conditions of the Instructions to Bidders. Bidder agrees to complete all work as specified or indicated in the documents for the price listed within the time line indicated in this bid.

Herkimer County reserves the right to reject any and all bids in whole or in part and to disregard all non-conforming, non-responsive or conditional bids.
SECTION 3: Disqualification

The County reserves the right to refuse to issue bid documents or accept bid packets from bidders who have previously failed to complete contracts within the time frame required, or have previously performed similar work in an unsatisfactory manner. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.

Herkimer County reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

Bids may be considered irregular and may be subject to rejection for the following reasons:

- If the bid is on a form other than that furnished by Herkimer County
- If the form furnished by Herkimer County has been altered.
- If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite or otherwise ambiguous.

SECTION 4: Bid Documents

Complete sets of Bidding Documents must be used in preparing bids. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of documents.

All offers received shall be net cost to the County of Herkimer. The County shall not be responsible for any additional cost; including, but not limited to, overtime required by the vendor to meet the appropriate deadlines.
SECTION 5: *Bid Evaluation*

Bid award will be based on the lowest total bid, adherence to bid specifications for equipment and service for locations, completeness of bid and bidder's demonstrated capabilities and professional qualifications as determined by Herkimer County. Herkimer County reserves the right to negotiate for additional services with the successful bidder and/or to delete services when business operations change.

SECTION 6: *Award of Bid*

An award will be made as determined to be in the best interests of Herkimer County, with approval of the Herkimer County Legislature.

No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet or otherwise dispose of same, or of its right, title and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Herkimer County Purchasing Agent. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by Herkimer County of an attachment against the Successful Bidder, the County of Herkimer shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

The successful bidder will be required to procure and maintain at its own expense insurance coverages as outlined in the “Standard County Clauses” attached. Herkimer County shall be named as an additional insured.

It is the intent of this Bid that the final contract awarded be make available to all political subdivisions and authorized districts located in the State of New York.
SECTION 7: *Indemnification*

The successful Bidder shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 8: *Remedy for Breach*

In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the contract work, together with the County's own costs incurred in procuring a substitute contractor.
SPECIFICATIONS

The County of Herkimer is seeking a service contract to provide snow plow services for the newly constructed Herkimer County Correctional Facility, located at 711 Middleville Rd, Herkimer New York. The contract will be in effect for the 2020-2021 and 2021-2022 winter seasons.

- The facility operates 24 hours a day, 7 days a week. Shift changes occur at 8am, 4pm and 12am. The areas should be cleared approximately one half hour before shift changes.
- The location consists of open roadways and parking lots and gated lots with a fire loop access road.
- The contractor will need to announce themselves through an intercom to Central Control to access the locked area.
- Each inmate pod has an open recreation area. Accumulating snow will be shoveled into a separate gated space. Staff will unlock the gates when the contractor arrives and the contractor will be responsible to empty the gates areas as they are evacuation routes.
- Contractor shall plow all parking lots, main roadway, fire loop, evacuation yard and recreation yard holding areas
- Contractor shall clear and de-ice all sidewalks, loading docks, entrances, exits and walkways around the building
- Contractor shall sand/salt all lots and roadways as needed
- Contractor is expected to plow whenever three inches (3") or more of snow have accumulated on the ground, however, the facility may call for a run at any time based upon conditions, at its discretion
- Lights should be used at all times
- Snow and ice should be piled as to not impede roadways, walkways or parking lots
- If snow piles are too large and will impede any roadways, walkways or parking, contractor will be responsible for removal
- Contractor must be aware of any landscaping, hydrants, curbs, etc., to prevent damage to property during the course of plowing and clearing snow
- Contractor shall report to the maintenance supervisor immediately if:
  o Equipment breaks down
  o If any areas cannot be cleared and why
  o If damage occurs to property or vehicles
• A site visit will be held on Wednesday July 1, 2020 at 830am for any contractor interested.
• Site drawing is included
• Please submit your standard contract for services with your bid proposal.

**BID ALTERNATE**

The County may also consider awarding a contract for plowing services at the 911 Center located at 71 Reservoir Road, Herkimer. The 911 Center is also a 24 hour, 7 day a week facility. Shift changes are at 6am and 6pm.

• The facility has a 20 spot lot and a small side driveway.
• Contractor is expected to plow whenever three inches (3”) or more of snow have accumulated on the ground, however, the facility may call for a run at any time based upon conditions, at its discretion
• All sidewalks and entrances should be cleared and de-iced
• Contractor shall sand/salt as needed
• Lights should be used at all times
• Snow and ice should be piled as to not impede roadways, walkways or parking lots
• If snow piles are too large and will impede any roadways, walkways or parking, contractor will be responsible for removal
• Contractor shall report to the maintenance supervisor immediately if:
  o Equipment breaks down
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BID FORM

Snow Plowing Contract for New Correctional Facility

Company Name: ________________________________

Address: ________________________________

Phone: ________________________________

Email: ________________________________

Signer: ________________________________

Title: ________________________________

Signature: ________________________________

Price per site visit: $____________________

Additional for sand/salt $____________________

Alternate:

Price per site visit: $____________________

Additional for sand/salt $____________________

**Successful bidder shall invoice the County monthly based on number of visits to the site. County reserves the right to reject all or part of bids**
INSURANCE REQUIREMENTS FOR HERKIMER COUNTY

1. Required Coverage:
   
a. Commercial General Liability
      Commercial Form

      Each Occurrence Limit $1,000,000 each occurrence

   Products/Completed Operations Aggregate $2,000,000 aggregate

   Personal Injury and Advertising Injury Limit $1,000,000 each person or organization

   General Aggregate on a per-project basis $2,000,000 each project

   No reductions in coverage off standard ISO forms for Contractual Liability

b. Automobile Liability

   Owned, Hired and Non-owned Autos (Symbol “1” on Business Auto Politics)

   Combined Single Limit for Bodily Injury and Property Damage
   $1,000,000 each occurrence

c. Excess “Umbrella” Liability

   $2,000,000 each occurrence and aggregate on a follow-form basis

d. Workers Compensation, Employer’s Liability and NYS Disability Insurance Statutory coverage for all covered employees

e. Professional Errors and Omissions Insurance for Consultants and Professional Service Providers

   $2,000,000 per occurrence/$2,000,000 aggregate for the professional acts of the of the consultant/provider performed under the contract for the municipality. If written on a “claims-made” basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work

f. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACCORD 855 2014/02) must be included with the certificates of insurance
2. All insurance carriers providing the above coverages for the Contractor must also be licensed to do so in New York State. All such carriers must be rated no lower than “B+” by the most recent Best’s Key Rating Guide or must be otherwise acceptable to the County. The decision to accept an insurer rests solely with the County.

3. Herkimer County and its officers, employees and agents must be named as Additional Insured, on a primary and non-contributory basis under all policies listed in (a), (c) and (e) above in connection with the services being rendered. Additional insured status shall be provided with endorsements granting coverage for both ongoing and completed operations. The decision to accept an endorsement rests solely with the County.

4. It is expressly understood and agreed by the contractor that the insurance requirements specified above contemplate the use of occurrence liability forms.
CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 the Office of General Services must develop a list of persons who are engaged in certain investment activities in Iran. Contracts cannot be awarded to persons or entities on that list, with some exceptions. All bidders are required to execute the following statement:

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 Paragraph (b) of Subdivision 3 of Section 165a of the State Finance Law.

____________________________________
Corporate or Company Name

BY: ________________________________
Signature

____________________________________
Title

Sworn to before me this ____ day of ____________, _______

____________________________________
Notary Public
Comm Exp ______________________

NOTE: If the bidder cannot make the above certification, it shall so state and furnish with the bid a signed statement which sets forth in detail the reasons for that.
NON COLLUSIVE BIDDING CERTIFICATION

SECTION 103-D

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 process 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.

DATED: _____________________________

Name of Corporation

BY: _________________________________

_______________________________
STANDARD CLAUSES FOR ALL COUNTY CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the words “contractor” herein refers to any party other than the County, whether a contractor, licensor, licensee, lessor, lessee or any other party).

PARAGRAPH 1. EXECUTORY CLAUSE: In accordance with Section 362 of the County Law, the County shall have no liability under this contract to the contractor or to anyone else beyond funds appropriated and available for this contract.

PARAGRAPH 2. NON-ASSIGNMENT CLAUSE: In accordance with Section 109 of the General Municipal Law, the contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this contract or of his right, title or interest herein or his power to execute said contract, to any other person or corporation without the previous written consent of the County.

PARAGRAPH 3. WORKERS’ COMPENSATION BENEFITS: In accordance with Section 108 of the General Municipal Law, this contract shall be void and of no effect unless the contractor shall secure compensation for the benefit of, and keep insured during the life of this contract, the employees engaged thereon in compliance with the provisions of the Workers’ Compensation Law.

PARAGRAPH 4. NON-DISCRIMINATION REQUIREMENT: In accordance with Article 15 of the Executive Law (also known as the Human Rights Law), in all other state, federal, statutory and constitutional non-discrimination provisions, the contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within New York State, the contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then in accordance with Section 239 thereof, the contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring any New York State citizen who is qualified and available to perform the work; or (b) discriminate or intimidate any employee hired for the performance of work under this contract; contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all monies due hereunder for a second or subsequent violation.
PARAGRAPH 5. WAGE AND HOURS PROVISIONS: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither contractors, employees nor the employees, of a subcontractor may be required or permitted to work more than the number of hours or days stated in said statutes except as otherwise provided in the Labor Law and is set forth in prevailing wage and supplemental schedules issued by the State Labor Department. Furthermore, contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplementals including the premium rate for overtime pay as determined by the State Labor Department in accordance with the Labor Law.

PARAGRAPH 6. NON-COLLUSIVE BIDDING REQUIREMENT: In accordance with Section 103-d of the General Municipal Law, if this contract was awarded based upon the submission of bids, the contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time the contractor submitted its bid, said bid contained the non-collusive bidding certification required by Section 103-d of the General Municipal Law.

PARAGRAPH 7. SET-OFF RIGHTS: The County shall have all of its common law and statutory rights of set-off. The rights shall include, but not be limited to, the County’s option to withhold for the purposes of set-off, any monies due to the contractor under this contract up to any amounts due and owing to the County with regard to this contract, and any other contract with the County, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the County for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto.

PARAGRAPH 8. RECORD KEEPING REQUIREMENTS: The contractor shall establish and maintain complete and accurate books, records, documents, accounts, and other evidence directly pertinent to performance under this contract for period of six years following final payment or the termination of this contract, whichever is later, and any extensions thereto. The State Comptroller and Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such books, records, documents, accounts, and other evidential material during the contract term, extensions thereof and said six (6) year period thereafter for the purposes of inspection, auditing and copying. “Termination of this contract”, as used in this clause, shall mean the later of completion of the work of the contract or the end date of the terms stated in the contract.

PARAGRAPH 9. INSURANCE PROVISIONS – CANCELLATION: All insurance policies required herein shall be specifically endorsed to provide that, in the event of cancellation, non-renewal or material change on the part of the insurer, thirty (30) days written notice shall be provided to the County of Herkimer, Office of the County Attorney, 109 Mary Street, Suite 1320, Herkimer, New York 13350, and the inclusion of such an endorsement shall be confirmed on the certificate of insurance required herein.
PARAGRAPH 10. **INSURANCE PROVISIONS – POLICIES:** Upon request by the County of Herkimer, at any time, the contractor agrees to obtain for the County a certified copy of any insurance policy required herein or any specific endorsement thereto.

PARAGRAPH 11. **CONTRACT DISPUTES:** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized and except when consented to by the County) but must, instead, be heard in a court of competent jurisdiction of the State of New York. Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested.

PARAGRAPH 12. **INSTALLMENT CONTRACTS:** In the event that this contract is an installment contract to purchase equipment, machinery or apparatus, the following statement, pursuant to General Municipal Law Section 109-b, shall be included as a term of this contract: This contract shall be deemed executory only to the extent of monies appropriated and available for purpose of the contract, and no liability on account thereof shall be incurred by the purchaser beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this contract.

PARAGRAPH 13. **DISPOSAL OF WASTE AND RECYCLABLES:** All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Management Authority.

PARAGRAPH 14. **GOVERNING LAW:** This contract shall be governed by the Laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

PARAGRAPH 15. **CONFLICT OF TERMS:** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of these Standard Clauses, the terms of these Standard Clauses shall control.

(Revised 12/2014)