

INSTRUCTIONS TO PROPOSER

1. PERFORMANCE BOND:

The successful proposer or proposers shall, within two weeks after notice of the award, enter into a contract with Cattaraugus County. At that time, a performance bond of five hundred dollars (\$500) will be required, which will be retained until completion of the contract.

2. INFORMALITIES:

The County may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all proposals. The contract award will be made to the responsible proposer submitting the lowest acceptable proposal. Conditional proposals will not be accepted.

3. INVESTIGATIONS:

The County may make such investigations as it deems necessary to determine the ability of the proposer to perform the work, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

4. NON-COLLUSIVE CERTIFICATION

Non-collusive bidding certification shall be made by each proposer in the form provided and shall be submitted as a part of the proposal. Proposals submitted without non-collusive bidding certification will be considered irregular and may be rejected by the County.

5. CONTRACT AWARD

Contract(s) or purchase order(s) will be awarded within forty-five (45) days after opening the proposals and due consideration of the suitability of goods and/or services proposed to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed delivery date.

6. REFERENCES

A list of a minimum of three (3) references for whom the proposer has done work in the past must accompany the proposal.

7. EXECUTORY CLAUSE

This executory clause shall be a part of any agreement entered into pursuant to this proposal:

It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the County of Cattaraugus and appropriated therefor, and no liability on account thereof shall be incurred by the County beyond the monies available and appropriated for the purpose thereof.

8. DELIVERY SCHEDULE

Failure to meet delivery or completion schedule as per accepted proposal may result in legal action by Cattaraugus County to recover damages.

9. TAXES

No taxes are to be billed to the County. Proposal 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. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net proposal.

10. COMPLIANCE WITH LAWS

The successful proposer shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to its performance under this contract.

11. DISCRIMINATION

The successful proposer agrees:

- (a) that in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
- (b) that no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national origin;
- (c) that there may be deducted from the amount payable to the contractor by Cattaraugus County under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;
- (d) that this contract may be canceled or terminated by Cattaraugus County and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and
- (e) the aforesaid provisions of this section covering every contract for or on behalf of Cattaraugus County for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York. (N.Y. State Labor Law Article 8 Section 220-e)

12. CONTRACT ASSIGNMENTS

The proposer shall not assign, transfer, sublet, or otherwise dispose of this contract, or of its right, title or interest in the contract, or its power to execute the same, to any other person or corporation without the previous consent, in writing, of the Chairman of the Cattaraugus County Legislature.

13. HOLD HARMLESS

The successful proposer to whom the proposal is awarded shall indemnify and hold harmless Cattaraugus County and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this proposal.

14. CONTRACT INTEREST

No official, or employee of the County, who is authorized in such capacity, and on behalf of the County, to negotiate, make, accept or approve or to take part in negotiating, making, accepting, or approving this contract shall become directly or indirectly interested personally in this contract or in any part hereof. No officer or employee of, or for the County, who is authorized in such capacity, and on behalf of the County, to exercise any supervisory, administrative, or other function, in connection with this contract, shall become directly or indirectly interested personally in this contract or in any part hereof.

15. INSURANCE

The (Contractor, Vendor, Etc.) shall secure and maintain, at its own cost and expense, insurance coverage specified in Appendix (A) attached hereto, complying with Classification "(selected on form)", with insurance companies licensed in the State of New York. Cattaraugus County must be named as an additional insured for purposes of coverage, but not for payment of premium. The (Contractor, Vendor, Etc.) shall file a certificate of insurance with the Cattaraugus County Risk Manager covering all acts performed by the (Contractor, Vendor, Etc.) prior to performing pursuant to this Agreement or receiving any payment thereunder and shall be responsible for updating the certificate as necessary throughout the term of the Agreement. All certificates of insurance shall

provide that Cattaraugus County be given thirty (30) days' notice prior to non-renewal or cancellation of these policies. **Certificate of Insurance shall be furnished by the proposer with its proposal submittal.**

16. LITIGATION:

In the event any litigation shall arise from this contract, the laws of the State of New York shall control any litigation, regardless of which party shall institute such action.

17. TERM:

We are seeking a contract period of two (2) years, with an option of two (2), one-year extensions, if mutually agreed upon by both parties.

GENERAL INFORMATION

SCOPE:

The County of Cattaraugus, requires a continuous provision of service to provide food commodities in various categories, at the County Center Building, 303 Court Street, Little Valley, NY. It is the intent of the County to contract with a vendor and to establish unit prices for all those items.

The successful proposer will operate the snack bar from 8:00 A.M. to 3:00 P.M. Monday through Friday (or other mutually agreed upon hours), except days that the County Center Building is closed. The successful proposer will supply all needed equipment in the snack bar area of the building.

The vendor awarded the contract will be responsible for supplying, operation and maintaining all equipment needed for the preparation and storage of all foods. The following specifications are intended to set a standard of performance. The intent is to receive the best products and service available for the least cost to the County employees and visitors, while providing the County with the rental income as specified.

Notwithstanding the details presented in the specifications, it shall be the responsibility of the proposer to verify the completeness of same to meet the intent of the specifications; it being understood that a complete reliable supply of services satisfactory to the participants shall be required in all cases.

Any increase in price cannot exceed five (5%) percent in any given year unless permission is given by the Chairman of the Cattaraugus County Legislature.

The Cattaraugus County Legislature reserves the right to waive all informalities in awarding a contract in the best interests of Cattaraugus County.

LEASE PAYMENTS:

The vendor agrees to pay the County \$200.00 per quarter. Such payments shall take place on a quarterly basis. Checks shall be received at the office of the County Administrator no later than the 15th of the month following the quarter and shall be made payable to the "Cattaraugus County Treasurer". Any checks received after the 15th of that month shall carry a 1.5% penalty.

PERFORMANCE ABILITY:

The successful responsible proposer shall be prepared, if requested, to furnish evidence, including documentary evidence where deemed necessary, to establish proof of financial responsibility and ability to perform the contract if awarded.

EQUIPMENT:

- All machines must be fully self-contained. Drains etc. will not be available.
- All machines requiring electricity must operate on 120 volts AC.
- No special or hard wiring will be allowed.
- All machines must be smooth/quiet running.
- All equipment shall look and act as new. Machines with rust, chipped paint, cracked or broken glass etc. will not be allowed and will be replaced immediately.
- All machines shall be installed in accordance with all Federal, State and local ordinances.

EQUIPMENT REPAIR:

All machines must be kept in good appearance and mechanical repair at all times. The County will make every effort to supply the vendor with an area suitable for the operation of their equipment. However, it is the responsibility of the vendor to advise the County as to any unsatisfactory location prior to the installation of any equipment.

FEES, PERMITS, ETC.:

The vendor agrees to pay for all permits, licenses, fees and taxes, and give all notices and comply with all laws, ordinances, rules & regulations of the town, County, and State in which the installation is made.

DAMAGE AND LOSSES:

The vendor agrees to repair any damage to County property caused by operation, installation or removal of its equipment to the County's satisfaction. Such damage shall be repaired within five (5) working days of notification by the County. Failure to make appropriate repairs shall result in forfeiture of the vendor's performance security.

REMOVAL OF EQUIPMENT:

Should equipment no longer be necessary or desired by the County, the vendor agrees to remove the equipment within five (5) working days of written notification by the County.

MAINTENANCE OF AREA:

The vendor shall be responsible for maintaining the cleanliness of the area immediately surrounding its equipment. Empty storage or delivery containers i.e.: boxes, crates, soda carriers etc. shall be removed from the site as used. There shall be no storage of any product on site.

NUMBER OF EMPLOYEES:

There are approx. 75 - 100 employees in this building, plus due to court sessions large numbers of the general public may be present.

TYPES OF PRODUCTS:

The vendor shall provide food items like the one listed below:

coffee

hot/cold tea

milk

assortment of sodas
muffins
potato chip assortment
soups/chili

juices
bagels
cold sandwiches

donuts
candy bars
tossed salads

Assorted Health Foods, such as:

lean meats
yogurt

fruits
low-fat dairy

Please provide a price sheet listing items that would be available on a regular basis. This price sheet should be on a company letterhead. Vendor shall be open to suggestions of food items while still staying within the established price schedule.

All stock will be rotated with the newest product being placed in the back or last position.

METHOD OF AWARD:

The contract will be awarded to the vendor that in the best interest of the County, is the most responsive/responsible proposer that meets all specifications.

INVESTIGATION/INSPECTION:

The County reserves the right, before making the award, to make investigation as to whether or not the items and qualifications meet the requirements set forth in the specifications, and are ample and sufficient to insure the proper performance of the contract in the event of award. If in the opinion of the County, it is found that the conditions of the specifications are not complied with, or that items proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing are not satisfactory, then the County may reject such a proposal. It is distinctly understood, however, that nothing in the forgoing shall mean or imply that it is obligatory upon the County to make any investigation before awarding a contract.

TERMINATION:

The County may terminate this contract upon thirty (30) days written notice to the vendor. The vendor may terminate this contract upon sixty (60) days written notice to the County. Upon termination of this contract, the vendor will return the snack bar area and the County's equipment in the same condition as existed on the date hereof, reasonable wear and tear excepted.

Pursuant to Section 103-d of the General Municipal Law.

NON-COLLUSIVE BIDDING CERTIFICATION

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:

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;

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

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.

(For use of individual bidder)

IN WITNESS WHEREOF, I, _____, doing business under the style and name of _____ at _____ have hereunto subscribed my name under the penalties of perjury at _____ on this _____ day of _____, 20____.

d/b/a

(For use of partnership bidder)

IN WITNESS WHEREOF, this non-collusive bidding certification has been subscribed, under the penalties of perjury, at _____ on this _____ day of _____, 20 _____, by _____, one of the partners or co-partners of the partnership composed of _____ and _____ doing business under the _____ style, _____ partnership, _____ and _____ firm name of _____ at _____.

Partnership Name

By

Co-Partner

(For use of corporate bidder)

RESOLVED, that _____ (name of corporation) be authorized to sign and submit the bid or proposal of this corporation for the following project _____ and to include in such bid or proposal the certificate as to non-collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate, this corporate bidder shall be liable, under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by _____ Corporation at a meeting of its board of directors held on the _____ day of _____, 20 _____.

Dated at _____ on this _____ day of _____, 20____.

(SEAL OF THE CORPORATION)

Secretary

Name of Bidder

By

Title