

**Notice to Bidders**

In accordance with Section 103 of General Municipal Law, State of New York, Lewis County (herein called the County) invites the submission of sealed bids for:

**BID #23-023 PURCHASE OF WALK-IN FREEZER FOR THE JAIL  
KITCHEN**

Bids will be received by the County until (**Wednesday, April 12, 2023, 2:00 PM EST**) at the office of the Purchasing Department, Room 120, 7660 North State Street, Lowville, New York 13367. Bids may not be submitted via fax or email, and all bids submitted must remain valid for up to thirty (30) days from the date of the bid opening. No bids will be considered if received after the due date and time and the Purchasing Department shall assume no responsibility for the premature opening of any bid not properly addressed and identified.

Copies of this bid may be examined, and copies obtained at the County Purchasing Department. The County reserves the right to reject any and all bids received.

All bid specifications and requirements can be found starting on page 9 of this document.

All questions regarding this bid should be submitted in writing (mail, fax, or email) to the County Purchasing Department.

Sincerely,



Brian Hanno  
Lewis County Purchasing Director  
7660 North State Street  
Lowville, NY 13367

## INSTRUCTIONS TO BIDDERS & GENERAL REQUIREMENTS

1. With submission of a bid, a Bidder agrees to be bound by the requirements set forth in the following general conditions. Whenever reference is made to "Contractor" "Bidder" or "Vendor" this shall include the party with whom the County enters into an agreement, as well as any subcontractors whom the Bidder has engaged.
2. The County does not assume responsibility for errors or misinterpretations resulting from the use of Incomplete sets of documents or documents that were not directly issued by the Lewis County Purchasing Department. Any Vendor submitting a bid based on incomplete or inaccurate information resulting from documentation received from a third party shall not have cause for relief or completion of a contract in accordance with the official documents on file with the Purchasing Department. Verbal explanations or Instructions regarding this bid provided by anyone other than an employee of the Purchasing Department shall be considered informal and will not be binding on the County unless confirmed in writing as an amendment to this solicitation, if such information is deemed necessary for the preparation of uniform bids. The County reserves the right to "Revise" or "Amend" the bid specification prior to the due date by "Written Addenda"

Prior to submission of a bid it is the responsibility of each Bidder to become fully familiar with the requirements of this solicitation. No Bidder may plead misunderstanding because of the misinterpretation of estimates, scope of work, or other issues related to this request. It shall be the responsibility of each Bidder to identify any apparent discrepancy in the specifications or question of interpretation thereof. Failure to do so constitutes acceptance as written. The apparent silence of this specification as to any details or the omission from it of a detailed description concerning any part shall be interpreted as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used. The County shall have the right to waive any technical defect, qualification, omission, informality, or irregularity in any bid received. If, in its judgment, the best interest of the County shall thereby be served. **The County will issue no response to any request for clarification received within two (2) days of the due date.**

3. **Bids should be submitted in a sealed envelope marked with the name of the bid and the words "**SEALED BID** written on the outside of the envelope. Please submit two (2) copies - one (1) original unbound and one (1) copy. No employee in the Purchasing Department will be held liable for the premature opening of any bid received not designated as such. Bids submitted by *FAX OR E-MAIL* will not be accepted.**
4. No charge will be allowed for federal, state, sales, and excise taxes from which the County is exempt.
5. Deviations. Deviations to the specifications must be fully explained, and if judged to be in the best interest of the County, may be accepted at the sole discretion of the County.
6. Qualifications. Each Bidder must be prepared to present satisfactory proof of his ability to

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successfully complete the requirements of this solicitation.

The County reserves the right to make whatever investigations or inquiries necessary to determine the competency and ability of any Bidder to complete the requirements of this solicitation. A review may include but not be limited to inspection of the Bidder's facilities and equipment, references or previous contract performance with the County or others.

7. Each bidder affirms that all figures provided are correct to the best of their knowledge and understands that Lewis County will not be responsible for any errors or omissions on the part of the bidder regarding estimates, calculations, or preparation of the bid, and will not be grounds for withdrawal or correction of the bid or bid security except as provided under General Municipal Law. In case of errors between unit and extension of prices, the unit price will govern.
8. Award. The County has endeavored to incorporate within these specifications all the elements which it reasonably anticipates will be required to obtain responses from qualified Bidders. By submission of a bid, you agree to provide goods or services consistent with these specifications unless otherwise stated. The bid will be awarded to the lowest responsive and responsible Bidder meeting the specifications or providing acceptable deviation.

The County reserves the right to reject in whole or part, any or all bids deemed not to be in the best interest of the County at the sole discretion of the County. If two or more Bidders submit Identical bids as to price, the decision of the County to award a contract to one of such Bidders shall be final. If, after reviewing it is determined that both bids are essentially equivalent the names of both bidders will be placed in a container and the winning bid selected by a draw witnessed by a minimum of two members of the County Staff and a member of the County Audit department. The resulting contract award shall be deemed executory only to the extent of the monies appropriated and available, and no liability on account thereof shall be incurred by the County beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or office creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the contract.

The County intends to Issue a formal Purchase Order to purchase the goods and/or services described in this solicitation.

It is understood that the successful Vendor is an independent Contractor and shall not be considered an agent of the County, nor shall any of the Vendor's agents or employees be considered subagents for the County.

**PLEASE NOTE THAT THE COUNTY WILL NOT PROVIDE VERBAL RESULTS OF ANY BID. REQUESTS FOR BID RESULTS MUST BE SUBMITTED IN WRITING (EMAIL IS ACCEPTABLE) TO THE LEWIS COUNTY PURCHASING DEPARTMENT AT [brianhanno@lewiscounty.ny.gov](mailto:brianhanno@lewiscounty.ny.gov)**

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9. Disqualification

The County reserves the right to reject any proposal for any of the following reasons:

- a. Failure to satisfy the requirements of this Bid.
- b. Failure to settle outstanding bills for labor or materials related to previous contracts with the County.
- c. The Bidder defaulted under previous contracts with the County.
- d. If it is determined that the Bidder is already obligated for the performance of other work which would delay the commencement, prosecution, or completion of the services required.
- e. Lack of sufficient personnel, assets, or financial resources necessary to provide the services successfully as revealed by either financial statements or experience.
- f. Evidence of Collusion among Bidders.
- g. The Bidder cannot satisfy the County as to ability to perform.

10. Indemnification. Vendor agrees to indemnify, defend and hold harmless COUNTY, and its officers, employees and agents from and against any and all claims, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorneys' fees and disbursements), known or unknown, contingent or otherwise, whether incurred as a result of a claim by a third party or any other person or entity, arising out of or in any way related to: (a) the work or operations of VENDOR in the performance of this Agreement; or (b) VENDOR'S failure to comply with any of the provisions of this Agreement or of the Law. Insofar as the facts and Law relating to any claim would preclude COUNTY or its officers, employees or agents, from being completely indemnified by VENDOR, COUNTY and its officers, employees and agents, shall be partially indemnified by VENDOR to the fullest extent permitted by Law. The acts or omissions of any party employed directly or Indirectly by VENDOR, shall be deemed to be that of VENDOR for the purposes of the VENDOR's obligations to defend, indemnify and hold harmless under this Section. The fact that a party so employed by VENDOR is alleged to or is proven to have acted outside the scope of employment, agency or contract, shall not relieve VENDOR of any of its duties under this Section.

11. Venues and Disputes. The exclusive means of disposing of any dispute arising under a contract with Lewis County, which is not disposed of by agreement, shall be decided in a New York State Court of competent jurisdiction located within Lewis County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the Vendor must proceed diligently with contract performance. The Vendor waives any dispute or claim not made in writing and received by the County within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for sum certain and must be fully supported by all cost and pricing Information.

12. Contract Term and Renewal Option. The initial contract term shall be for the period **FROM DATE OF AWARD UNTIL FINAL DELIVERY AND ACCEPTANCE COMPLETED BY MAY 31, 2023.**
13. Contract Cancellation. Unless otherwise noted, the County of Lewis retains the right to cancel any contract without cause provided the Vendor Is given at least thirty (30) days' notice of intent to cancel. This provision should not be understood as waiving the County's right to terminate the contract for cause or stop work immediately for unsatisfactory work but is supplementary to that provision.
14. Pursuant to the provisions of Section 109 of the General Municipal Law, no Bidder to whom a contract is granted or awarded shall assign, transfer, convey, subcontract, or otherwise dispose of all or part of such contract, or of his right, title, and Interest herein, including the performance of the contract or the right to receive monies due, or to become due, or of his power to execute the contract without the prior written consent of the Lewis County Purchasing Department
15. The Successful Bidder agrees to comply with any and all applicable laws, codes, and regulations in connection with the services identified in this bid as well as the non-discrimination and employment practices as required by applicable State and Federal laws and regulations regarding employment discrimination. The bidder assures the County that In accordance with applicable law: It does not and agrees that it will not discriminate in any manner on the basis of age, color, creed, national origin, race, religious beliefs, sexual preference or handicap.
16. **FOIL.** "Submission of a bid or proposal to Lewis County shall be deemed consent for the proposal to be publicly identified, and the information contained therein shall be deemed a matter of public record unless such information is designated by the party submitting the bid or proposal as trade secrets or other information allowed to be kept confidential pursuant to the Public Officers' Law of the State of New York."

All material submitted in response to this Bid becomes the property of the County and will be considered public records after the award of the contract. Proposals shall not be shared with any competing offerors during the selection phase of this procurement; however, after award of the contract to the successful offeror, proposals received in response to this Request for Proposal may be subject to disclosure under a provision of the Freedom of Information Act.

"When submitting a bid for consideration, unless otherwise noted, all bidders understand that Lewis County may reject all submissions that are marked "confidential" either substantially or in their entirety (other than narrowly defined data considered a 'trade secret'. All submissions are considered nonpublic information until the evaluation Is complete and a Contract or Purchase Order Is issued. At that point all submissions become public record."

17. **Equivalency.** In submitting a proposal, the Bidder is agreeing to provide goods and services consistent with the specifications. Where a brand name or equivalent specification is used in this solicitation, the use of any brand name noted is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

A Contract, if awarded, will be on the basis of materials and equipment as described in the Drawings, or the Specifications, and "or equal" items submitted by the Bidder and accepted by the County. The Bidder may offer "or equal" items that meet the same performance or reliability standards as specified herein. If the Bidder offers an "or equal" item, the Bidder must include with the bid package, documentation establishing equality of construction, operation, and utility. Said "or equal" items shall be accepted or rejected based upon the County's evaluation of the submitted documentation. All costs associated with the review of any "or equal" items prior to recommendation to award, shall be at the Bidder's expense.

If a submitted "or equal" Item is rejected, the Bidders shall be afforded an opportunity to meet with the County to offer additional qualifying opinions and information prior to the County rejecting the bid. The Bidder shall not have the opportunity to submit any alternative materials or equipment after the bids are opened.

The decision to accept or reject an "or equal" item rests solely with the County. If a substitute "or equal" item is not accepted by the County, the bid will be deemed non-responsive, and the County shall reject this bid. The next lowest responsive bid shall then be reviewed for recommendation of award.

18. Lewis County may access contract pricing available through New York State contracts, GSA Schedule 70, Schedule 84, and Schedule 1122 contracts, and may "piggyback" on some contracts let by other municipal governments. If your products or services are offered through one of these sources, you may offer the pricing of the alternate contract already in place.

If at any time during the term of this contract the successful vendor also has a NYS, GSA, or other contract legally available to the County through General Municipal Law, the County reserves the right to purchase from any or all of the contracts and the vendor agrees to supply goods or services in accordance with that contract if requested to do so.

19. **Cooperative Bidding-** It is understood and agreed that in addition to the County of Lewis, other County agencies as well as Municipalities and School Districts throughout New York State may also "piggyback" off this contract and enter into its own contract with the successful Bidder.

Lewis County reserves the right to allow all municipal and not for profit organizations and School Districts authorized under 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 the contract to a Municipality or School is at the discretion of the Vendor and the Vendor is only bound to any contract between the County of Lewis and the Vendor

No officer, board or agency of a county, town, village, or school district shall make any purchase through a County contract unless such purchase is made based on the same terms, conditions, and specifications as the County's contract award.

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

- a. Provided goods and services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquified natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquified 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.

Any Vendor 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.

Except as otherwise specifically provided herein, every Vendor submitting a bid in response to this Request for Bids 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)."

Lewis County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law. Except as otherwise specifically provided herein, any Bid that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder cannot make the certification as set forth in subdivision (a) above, the Bidder 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 to any Bidder who cannot make certification, on a case-by-case basis under the following circumstances:

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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 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 Lewis 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 Lewis would be unable to obtain the goods or services for which the Bid is offered. Such a determination shall be made by the County in writing and shall be a public document.

21. Sexual Harassment. 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 labor law. Where competitive bidding is not required, state departments and agencies may, at their discretion, require the above certification.



**BID #23-03**  
**PURCHASE OF WALK IN FREEZER FOR JAIL KITCHEN**

Lewis County is soliciting bids for the purchase of a walk-in freezer for the jail kitchen Amerikooler of equivalent with the following minimum specifications:

- Complete removal of existing unit and install of Americooler or equal walk-in freezer with floor. Unit size shall be 7'-6" x 12'-6" (outside dimensions) with door centered on the 7'-6" end and cool to -10 deg Fahrenheit.
- Part of removal is to require the gas in the old unit to be recaptured.
- This project is to be completed during the shut down of the jail for an HVAC and flooring project which will allow for unrestricted access. New unit needs to be installed and operational by May 31, 2023

**BID #23-03**  
**PURCHASE OF WALK IN FREEZER FOR JAIL KITCHEN**

MANUFACTURER BID: \_\_\_\_\_

MODEL BID: \_\_\_\_\_

BID PRICE: \_\_\_\_\_

TERMS FOR PAYMENT \_\_\_\_\_

**WARRANTY, PLEASE DESCRIBE:** \_\_\_\_\_

\_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**BID PROPOSAL CERTIFICATIONS**

Firm Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_ Federal ID Number: \_\_\_\_\_

**General Bid Certification**

The bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this bid.

Any deviation to specifications is fully explained and attached. By signing and submitting this bid for consideration to the County of Lewis, the vendor acknowledges that they have read, understand, and agree to the specifications as presented without reservation or alteration.

Deviations: Yes \_\_\_ No \_\_\_

**Non -Collusive Bidding Certification**

By submission of this bid proposal, the bidder certifies that he is complying with Section 103-d of the General Municipal Law as follows:

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

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its 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 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) above have not been complied with; provided, however, that if in any case the bidder shall so state and shall furnish with the bid a signed statement which set forth in detail the reasons, therefore. Where A. (1)(2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.
  - (1) The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same Items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

Printed Name of Signer \_\_\_\_\_

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Authorized Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**Attachment**  
**Certification Pursuant to Section 103-g of the New York State**  
**General Municipal Law**

- 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 paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
  
- B. A Bid 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 cannot make the foregoing certification set forth in Paragraph A above, the Bidder 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 whom the bid is made, or his designee, may award a bid, 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 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 and services for which the contract is offered. Such a determination shall be made In writing and shall be a public document.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Company Name

## NON-BIDDER'S RESPONSE

For the purpose of maintaining accurate Bidder's lists and facilitating your firm's response to our invitation for bid, the County of Lewis is interested in ascertaining reasons for prospective Bidder's failure to respond to invitations for bids. If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and returning this form to the Lewis County Purchasing Director, 7660 North State Street, Lowville, New York 13367. This form may be returned by mail or fax. Faxes may be sent to 315-376-4917. Failure to submit either a bid proposal or return this form will result in removal of your firm's name from our Bidder's lists. Thank you for your cooperation.

We are not responding to this invitation for bid for the following reason(s)

Items or materials requested not manufactured by us or not available to our company.

Our items or materials do not meet specifications.

Specifications not clearly understood or applicable (too vague, too rigid, etc.)

Quantities too small.

Insufficient time allowed for preparation of bid.

Incorrect address used. Correct mailing address is:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Our branch/division handles this type of bid.

Correct name and mailing address is:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

We are unable to bid at this time but would like to continue to receive invitations for bids.

We are unable to bid and wish to be removed from the Bidder's list.

Name Of Firm: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

BY: \_\_\_\_\_

Signature of Representative

DATE: \_\_\_\_\_

Document Number: \_\_\_\_\_

Document Name: \_\_\_\_\_

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