

GENERAL TERMS AND CONDITIONS

A. INFORMATION FOR BIDDERS

A1. Each bid must be in a separate sealed envelope and addressed to the **County Purchasing Agent at the County of Westchester Bureau of Purchase and Supplies, 148 Martine Avenue, Room 713, White Plains, NY 10601** and shall have endorsed on the envelope the name and address of bidder, the date and time of Bid opening, and the Bureau of Purchase Bid number.

A2. **In order to be valid, all bids must be properly signed and received by the Bureau by the time and date specified.** It is recommended that proposals be submitted in advance to the specified due date and time to allow for a timely receipt. Late bids will not be considered.

A3. All bids must be priced per unit specified in the bid.

A4. All quotes should be for **new** equipment unless otherwise stated.

A5. Specifications contained herein are intended to be descriptive and not restrictive and to indicate the quality and the characteristics of the product that will be satisfactory. **The use of a brand name, if listed, is for the purpose of describing the standard of quality, performance, and characteristics desired and are not intended to limit or restrict competition.** Bids offering an equivalent will be considered if such product is clearly identified in the bid and are determined by the County of Westchester Purchasing Department to fully meet the salient characteristic requirements referenced in this inquiry. BPS will be the sole judge of the acceptability and may reject any bid for any reason including, but not limited to, Westchester County's inability to determine that the item is an equivalent.

A6. Bidder shall note any deviation from specifications or the indicated brand clearly on the BPS bid form and submit circulars, specification sheets or samples with the bid as explanation. **BPS reserves the right to accept equals when approved by the County, however, if exception is not noted on bid, the bidder is required to deliver brand specified.** Only adding attachments to bid response is not acceptable.

A7. **FUEL SURCHARGES:** Westchester County will not pay any type of fuel surcharge on any items or contract. Any fuel surcharge added will be deleted from any payments made to vendor.

A8. **SAMPLES:** When required must be delivered prior to the bid opening and free of charge. Samples will be returned at bidder's expense and bidder is required to arrange for pick up.

A9. Full consideration is given to items meeting specifications and made with recycled materials.

A10. The County encourages and supports significant participation by business enterprises that are service-disabled veteran-owned and minority and/or woman owned for County contracts and purchases. We encourage all certified MBE and WBE to register their business online with our Office of Economic Development at <https://westchestercatalyst.com/> to receive additional benefits.

A11. Bidder must warrant that the goods shall be delivered free of the rightful claim of any third person by way of infringement of patents, trademarks or copyright

and that Bidder will, at his expense, defend any claims charging such infringement and will save the County harmless from all expensed, adverse judgments or losses resulting from such claim. In the event that such a rightful claim is made the Bidder shall either 1) secure permission for the County to rightfully use the goods; or 2) replace the goods with equivalent goods free and clear from all rightful claims for infringement of patents, trademarks or copyright; or 3) refund to the County the full purchase price of the goods.

A12. Vendors protesting or disputing bid specifications must do so in writing during the bid opening period (prior to the due date) to be considered. Such protests must be in the possession of the Bureau of Purchase and Supplies three working days prior to the bid opening. Verbal protests may not be entertained.

A13. Should the vendor fail to perform as required by the specifications, the County may cancel the order and terminate the order/contract. In such event, the County will assume no responsibility for, nor will it reimburse the vendor for any expense or loss to the contractor because of such termination or cancellation. County will then purchase products/service on the open market and chargeback the difference to the defaulting vendor. The decision of the County Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the vendor.

A14. **NON ASSIGNMENT:** In accordance with NYS General Municipal Law 109, at no time during the duration of any contract resulting from this bid, shall the successful vendor be allowed to assign any portion of this contract to a third party without express written consent from Westchester County.

A15. If Bidder is a corporation, the Bid shall be signed in its correct corporate name by a duly authorized officer.

A16. If the Bidder is a partnership, the Bid shall be signed in the full name of the partnership by a duly authorized partner.

A17. **BID DISTRIBUTION:** Westchester County officially distributes its bidding documents through the Empire State Purchasing Group's Bid Notification System or from our Bureau of Purchase and Supplies office directly. Copies of bidding documents obtained from any other sources are not considered official copies. Only those vendors who obtain bidding documents from either the Empire State Purchasing Group's Bid Notification System or from our Bureau of Purchase and Supplies office are guaranteed to receive addendum information, if such information is issued. If you have obtained this document from another source, it is recommended that you obtain an official copy. Westchester County does not offer or supply anyone a list of people who have obtained a copy of these bid specifications.

A18. In the event of any conflict between the terms of this agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this agreement shall be controlling.

A19. Any vendor receiving an award as a result of this bid recognizes that this agreement does not grant the vendor the exclusive right to perform the work for the County and that the County may enter into similar agreements with other vendors on an "as needed" basis.

B. AWARD INFORMATION

B1. Awards may be made by individual item, grouped items or lot. The County reserves the right to reject any or all bids or any portion thereof.

B2. The Purchasing Agent reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the bidder meet the requirements set forth herein and are sufficient to insure the proper performance in the event of an award. The bidder must be prepared, if requested, to present evidence of experience, ability and financial standing. If it is found that any of these criteria are not satisfactory, the County may reject bids. It is not obligatory to make any such examinations however.

B3. The County of Westchester reserves the right to extend the use of bid pricing, in the event that the same item is required again, within a 12 month period of award. Such extension shall be at the same prices, terms and conditions as set forth in the initial bid and must be mutually agreeable to both the vendor and the County of Westchester.

B4. For price and service agreements that go beyond a one-time purchase, The County of Westchester reserves the right to extend the contract under the same terms and conditions for up to twelve (12) months from date of expiration provided such extension is mutually agreeable to both the County and the Vendor.

B5. MATERIAL SAFETY DATA SHEETS: On any order containing a hazardous chemical, vendor must provide one (1) copy of the Material Safety Data Sheet for each item type with the shipment.

B6. SPECIAL NOTE REGARDING PUBLIC BID OPENINGS: If this "Invitation For Bid" contains many line items and it is anticipated that there may be multiple responses, it may render an oral reading of every line item bid in every bid at the time of opening as impractical. Subsequent to bid opening, a bid summary sheet will be prepared and made available.

C. PAYMENT

C1. EFT POLICY: The County of Westchester remits vendor payments via an Electronic Funds Transfer ("EFT") program known as Vendor Direct. **In lieu of receiving a check from the County, payments are remitted by EFT and automatically credited to the vendor's designated bank account at the vendor's financial institution.** Vendors doing business with Westchester County, who are not already enrolled in the Vendor Direct program, will be required to promptly complete and submit an EFT authorization form supplied by the County in order to be paid. In rare cases, a hardship waiver may be granted if vendor presents proof that it is warranted. Any bidder taking exceptions to this requirement may be considered non responsive and bid may be rejected.

C2. PREPAYMENTS: Prepayments prior to shipment of item(s) ordered as a result of this bid will not be permitted unless specifically stated in the bid specifications set forth by the County of Westchester.

C3. Purchases by the County of Westchester are NOT subject to any Federal, State and Local Taxes. Do not include any of these taxes when bidding or invoicing.

C4. Westchester County does not complete credit applications. All Prices are in US Currency. Federal ID# 13-6007353.

C5. Third party billing is not acceptable unless approved by the Purchasing Agent.

D. DELIVERY

D1. **Prices shall be net, F.O.B. destination** including transportation and delivery charges fully prepaid by the bidder to destination indicated in the proposal unless otherwise instructed in the bid specifications.

D2. Failure to deliver items or equipment that do not meet County specifications or are not received within the specified delivery time may be cause for cancellation of the order and vendor declared irresponsible. Any additional costs incurred by the county may be charged to original vendor. The decision of the County Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the vendor.

D3. All items delivered must be guaranteed against faulty materials and workmanship. Deliveries of incorrect or faulty items will be rejected and returned to sender at vendors' expense.

D4. All deliveries are to be considered PLATFORM DELIVERY unless otherwise indicated.

D5. Where deliveries are inside, such deliveries must be made to the specific floor, or area specified.

E. PURCHASES BY OTHER SCHOOL DISTRICTS AND GOVERNMENTS

E1. As per New York State General Municipal Law, all political subdivisions of New York State are allowed to make purchases through the resulting contract(s), if mutually agreeable by both parties.

E2. All political subdivisions will make purchases directly to vendors within the specified contract period referencing the County's contract and shall be liable for any payments due on such purchases and shall accept sole responsibility for any payment due.

E3. All Purchases shall be subject to audit and inspection by other political subdivisions for which the purchase was made.

E4. All bidders shall be on notice that as a condition of the award of a County contract, the successful bidder shall accept the award of a similar contract with any other political subdivision in New York State, if called upon to do so. The County, however, will not be responsible for any debts incurred by the participants pursuant to this or any other agreement.

E5. Necessary deviations from the County's specifications in the award of a participant contract, whether such deviations relate to quantities or delivery points shall be resolved between the successful bidder and the other political subdivisions.

F. LAWS & EXECUTIVE ORDERS

F1. Bidder agrees to comply with the provisions of Executive Order No. 6-2007 which requires that all toys, jewelry or other similar items intended for use by children under the age of six which are sold to the County are lead-free and further agrees to complete a lead free merchandise certification upon award if applicable to the subject of this bid.

F2. The contractor shall comply with all the provisions of the laws of the State of New York and the United States of America which affect municipalities and municipal contracts, and more particularly the Labor Law, the General Municipal Law, The Workmen's Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Law, Rules and Regulations, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein.

F3. All items furnished shall comply in all respects with applicable Federal, State and County Laws, rules, orders and regulations, including but not limited to the Federal Food, Drug and Cosmetic Act and subsequent decisions of the Department of Agriculture or any other administering agency.

F4. If the Bidder is an unincorporated business firm other than a partnership and a trade name is used, the bid shall be signed by the person(s) conducting the business. If applicable, the certificate required by the New York State General Business Law, Section 130 must be filed with the County Clerk of Westchester County.

F5. 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:

(a) 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.

(b) 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 to any competitor: and

(c) 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.

F6. The bidder certifies that this bid is made without any connection with any other person making a bid for the same purpose, and is in all respects fair and without collusion or fraud, and that no elected official or other officer or employee or person whose salary is payable

in whole or in part from the County Treasury, is directly or indirectly interested therein, or in the supplies, materials and equipment to which it relates, or in any portion of the profits thereof. This provision shall not apply in instances of direct or indirect holdings of less than 1% of the stock of a corporation.

F7. If this project is a "Public Work" project and is subject to all the provisions contained in the New York State Labor Law. Any Contractor submitting a bid on this project shall acknowledge that said project is a "Public Work". Contractor shall comply with all the provisions of the Labor Law, including but not limited to Article 8, 8-A and 9 of said Law. Contractor shall pay prevailing wages as defined by said Law to all laborers, workers and mechanics, and shall require all subcontractors to do the same. In order to ensure compliance with these provisions, the County shall be entitled to review and/or audit the Contractor's payroll records from time to time and may require the Contractor to make such records available to the County either at the Contractor's place of business or at a location designated by the County. The Contractor and subcontractor(s) if any shall submit to the County with all requests for payment, certified payrolls or transcripts of the original payroll record, subscribed and affirmed as true under the penalties of perjury.

F8. Any bidder indicating a State of New York or Federal GSA contract as the basis for their bid must complete this bid form fully and agree to the County's use of the bid as the sole document supporting the price(s), terms and conditions offered herein.

F9. IRANIAN ENERGY SECTOR DIVESTMENT: 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 each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State finance law. The vendors signature on the bid form will be considered certification that the vendor is in compliance with all aspects of this regulation.

STANDARD INSURANCE REQUIREMENTS FOR VENDORS

- 1. Prior to commencing work, and throughout the term of the Agreement,** the Contractor shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Contractor shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Contractor and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Contractor shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Contractor's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Contractor maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

- 2. The Contractor shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):**

- a) Workers' Compensation and Employer's Liability.** Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance** with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent Contractor and Sub-Contractor.
- iv. Products and Completed Operations.

- c) **Commercial Umbrella/Excess Insurance:** \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

- d) **Automobile Liability Insurance** with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Contractor shall be endorsed to contain the following clauses:

- a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.
- c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.
- d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.

VENDOR AFFIRMATION

The Vendor affirms that they will comply with all applicable provisions of the Labor Law, Workers' Compensation Law, and Federal Social Security Law in the performance of this contract. The Vendor further agrees to adhere to all rules and regulations promulgated by the U.S. Department of Labor, the New York State Commissioner of Labor, and any other applicable local, state, or federal laws, including all subsequent amendments and additions. **Failure to sign this affirmation may result in bid disqualification.**

BID NUMBER: RFB – WC - _____

Company Name: _____ Signature: _____

Official Title: _____ Print Name: _____ Date: _____

THE COUNTY OF WESTCHESTER IS REQUESTING BIDS TO ESTABLISH THREE (3) YEAR PREVENTIVE SERVICE MAINTENANCE AGREEMENT STARTING **9-01-2026 TO 8-31-2029**. ONE ANNUAL MAINTENANCE AND INSPECTION FOR THE ITEMS LISTED HEREIN.

MAINTENANCE AND SERVICE PERFORMED AT WESTCHESTER COUNTY'S LABS AND RESEARCH DEPARTMENT AT 10 DANA ROAD VALHALLA, NY 10595. SERVICE IS TO BE PROVIDED BETWEEN THE HOURS OF 8 AM TO 4 PM, MONDAY THROUGH FRIDAY. INTERIM SERVICE VISITS AND EMERGENCY SERVICE CALLS DURING NORMAL BUSINESS HOURS SHALL BE INCLUDED IN COVERAGE.

EQUIPMENT AND QUANTITIES ARE AS NOTED HEREIN; HOWEVER, WESTCHESTER COUNTY RESERVES THE RIGHT UPON MUTUAL CONSENT WITH AWARDED BIDDER, TO ADD OR DELETE EQUIPMENT AS REQUIRED, THE AWARDED VENDOR HEREBY WAIVES CLAIM BASED ON ANY INCREASE OR DECREASE IN COVERED EQUIPMENT.

PLEASE NOTE THE FOLLOWING:

- ❖ BIDDERS MAY BID ONLY ON THE EQUIPMENT THEY ARE AUTHORIZED TO REPAIR THIRD PARTIES WILL NOT BE CONSIDERED. AT THE COUNTY'S DISCRETION PROOF OF MANUFACTURER CERTIFICATION MAY BE REQUESTED IN AWARD DETERMINATION.
- ❖ ALL LABOR SHALL BE PERFORMED BY FACTORY CERTIFIED, TRAINED, QUALIFIED PERSONNEL. PROOF OF CERTIFICATION MAY BE REQUIRED/REQUESTED IN AWARD DETERMINATION.
- ❖ THE PRICES AND DISCOUNTS QUOTED ARE TO BE USED AS ON FILE PRICES FOR A PERIOD OF THREE (3) YEARS BEGINNING WITH DATE OF AWARD.
- ❖ ALL BIDDERS MUST SIGN AND RETURN WITH THEIR BIDS THE ATTACHED INSURANCE REQUIREMENTS FORM. FAILURE TO DO SO WILL RESULT IN BID DISQUALIFICATION.
- ❖ DETAILED EQUIPMENT MAINTENANCE REPORTS ARE FURNISHED TO THE DEPARTMENT OF LABS & RESEARCH WITH DETAILED FOLLOW-UP REPORTS OUTLINING ANY ISSUES THAT MAY REQUIRE ADDITIONAL ATTENTION.
- ❖ DEPARTMENT OF LABS & RESEARCH MUST HAVE FULL ACCESS TO TECHNICAL ASSISTANCE HOTLINE.
- ❖ EMERGENCY SERVICE REQUESTS MUST BE DISPATCHED IN A TIMELY MANNER TO MINIMIZE EQUIPMENT DOWNTIME
- ❖ EQUIPMENT EVALUATION AND REPAIR ESTIMATES PROVIDED AT NO ADDITIONAL CHARGE
- ❖ LOANER EQUIPMENT FURNISHED AT NO ADDITIONAL CHARGE IN THE EVENT THAT CUSTOMER'S EQUIPMENT MUST BE REMOVED FROM SITE FOR A SPECIALIZED REPAIR
- ❖ ALL REPAIRS IF REQUIRED ARE TO BE WARRANTIED FOR **30 DAYS**.
- ❖ WESTCHESTER COUNTY CAN TERMINATE THIS AGREEMENT AT ANY TIME BY GIVING THIRTY DAYS WRITTEN NOTICE TO THE CONTRACTOR.

EQUIPMENT LIST

#	DESCRIPTION	MAKE	MODEL	SERIAL NUMBER
1	TISSUE PROCESSOR	LEICA	ASP300S	2839/05.2008
2	EMBEDDING CENTER	AVANTI	EM8H	EM8H-2396-1812
3	COLD PLATE	AVANTI	EM8	EM8C-2516-1901
4	MICROTOME	LEICA	RM2135	2497/04.2000

PLEASE PROVIDE QUOTED THREE YEAR PREVENTIVE MAINTENANCE SERVICE TO BE BILLED ANNUALLY

PRICE PER YEAR _____

THREE-YEAR GRAND TOTAL _____