

**CITY OF ITHACA
Department Public Works**

NOTICE TO BIDDERS

The Department of Public Works of the City of Ithaca will receive sealed bids at the Office of the City Controller until 2:00 p.m., Thursday, May 26, 2022, for furnishing the following:

2016 Multihog Model MXC (or equivalent)

Specifications and Information for Bidders may be obtained at the office of the City Controller, City Hall, 108 East Green Street, Ithaca, NY 14850 or at www.cityofithaca.org/bids. Bids will be read aloud publicly via a Zoom meeting. The link to that meeting will be posted on the City's website no later than May 19, 2022.

The City of Ithaca reserves the right to reject any or all bids and to waive any informality or technicality in any bid in the interest of the Owner. Any bid received after the deadline will be rejected, regardless of the delivery method. The City is not responsible for late delivery by any carrier service. Attention of Bidders is particularly called to the requirements for ensuring that employees, applicants for employment and contractors are not discriminated against; refer to the Contract Documents for additional information. There is no DBE participation goal required for this contract.

Scott A. Andrew
Deputy City Controller

May 5, 2022

INSTRUCTIONS TO BIDDERS (GENERAL CONDITIONS)

1. Terms used in these Instructions to Bidders, which are defined in the Standard General Conditions of the Construction Contract (No. 1910-8; 1990 ed.), have the meanings assigned to them in the General Conditions. The Term “Bidder” means one who submits a bid directly to Owner, as distinct from a sub-bidder who submits a bid to a Bidder. The term “Successful Bidder” means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner’s evaluation as hereinafter provided) makes an award. The term “Bidding Documents” includes the Advertisement for Bids, Instruction to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids). For the purposes of this contract, the term Engineer shall refer to a designee of the Office of the City Engineer.

2. Complete sets of the Bidding Documents may be obtained from the city’s website at www.cityofithaca.org/bids, as stated in the Advertisement for Bids.

Complete sets of Bidding Documents must be used in preparing Bids; Owner and Engineer do not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

Owner and Engineer, in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. To demonstrate qualifications to perform the work, each Bidder must be prepared to submit within five days of Owner’s request written evidence, such as financial data, previous experience, present commitments and other such data as may be called for below (or in the Supplementary Instructions). Each Bid must contain evidence of Bidder’s qualifications to do business in the state where the Project is located or covenant to obtain such qualifications prior to award of the contract. The enclosed Bidder’s Qualification Statement Document shall be completed and submitted with the Bid.

4. All bids shall be made upon forms furnished by the City and shall be submitted in a sealed envelope plainly marked “2016 Multihog Model MXC“ and bearing the date and time of the opening. Envelopes shall be addressed to: City of Ithaca, Controller’s Office, 108 East Green Street, Ithaca, NY 14850.

5. Bid form as issued by the City of Ithaca shall be completely filled in black ink or typed. No bid will be accepted which contains any changes, additions, omissions or erasures, unless otherwise stated. The bid sheet needs to be completed for Bid total and both the Waiver of Immunity Clause and the Non-Collusive Bidding Certification must be signed as required by law.

6. Bidders must submit with Bid detailed specifications, circulars, manufacturer’s literature and all necessary data on items to be furnished. This information must clearly show that the item offered meets all detailed specifications herein. The City of Ithaca reserves the right to reject

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any bid if its compliance with the specifications is not clearly evident. If item offered differs from the provisions contained in these specifications, such differences must be explained in detail, and bid will receive careful consideration if such deviations do not depart from the intent of these specifications, and are in the best interests of the City of Ithaca. Failure to submit any of the above data may result in the rejection of the bid.

7. All prices quoted must be “per unit” as specified; e.g. do not bid “per case” when “per dozen” is requested; otherwise bid may be rejected.
8. Bidder must insert the price per unit and the extensions against each item in this bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions. In case of discrepancy between the prices written in words and price in figures, the price written in words shall govern.
9. The prices submitted shall be exclusive from Federal and State taxes and must not include New York State Sales and Use taxes on material and equipment to be incorporated in this bid. Said taxes shall not be included in equipment or contract price.
10. Prices shall be net including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the bid. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted by the City.
11. Prices shall be net FOB any point in the City of Ithaca, New York. Price quoted shall include all delivery costs.
12. Where a bidder is requested to submit a bid on individual items and/or on a total sum or sums, the right is reserved to award bids on individual items or on total sums. The City reserves the right to award the bid in whole or in part based on the lowest responsible bid.
13. All bids received after the time stated for the opening in the Notice to Bidders may not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the City. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having their bid deposited on time at the place specified.
14. In all specifications, the words “or equal” are understood after each article giving manufacturer’s name or catalog reference, or on any patented article. If the name of a proprietary item or the name of a particular supplier is used, the specification is intended to establish the type, function, and quality required. Other items of material or equipment, or material or equipment of other suppliers may be used. The decision of the City as to whether an alternate or substitution is in fact “equal” shall be final. If bidding on items other than those specified, bidder must in every instance give the trade designation of the article, manufacturer’s name, and detailed specifications of the item he proposes to furnish, otherwise, bid will be construed as submitted on the identical item as specified.

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15. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, materials, or equipment required and a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.
16. If two or more bidders submit identical bids as to price, the decision of the Controller's Office to award a contract to one of such identical bidders shall be final.
17. See attached insurance requirements. The bidder shall provide coverage for not less than the amounts on the attached sample Certificate of Insurance.
18. Bidder must fill in all applicable spaces on bid form. All lines must have an indication of bidder's response whether it be "0", "N/A", "--", or a dollar figure. All lines must be filled in to indicate bidder's acknowledgment of the request. Bids that do not have all applicable lines filled in on bid sheet may be disqualified as a non-responsive bid. We cannot assume there is a "no charge" when lines are left empty.
19. The following two items will automatically render a bid unacceptable to the City of Ithaca:
 - A. Failure to sign bid sheet;
 - B. Failure to include necessary bid deposits (as required)

It shall be fully understood that any deviations from the inclusion of the above items will be grounds to view the bid as non-compliant and will not be considered for award.
20. Faxed bids will not be accepted.
21. The City reserves the right to purchase items included in these specifications on New York State Contracts, when available.
22. The bidder agrees that estimated quantities given in the bid are only for the purpose of comparing bids, and that the bidder is satisfied with and will at no time dispute the estimates as a means of comparing aforesaid bids.
23. Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the base bids and major alternates (if any) will be made available to bidders after the opening of bids.
24. All bids will remain subject to acceptance for forty-five (45) days after the day of the bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.
25. City's Rights:

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- A. The City reserves the right to reject any and all bids not deemed for the best interest of the City and to reject as informal such bids that are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bid. By an unbalanced bid, it is meant one in which the amount of bid for one or more separate items is substantially out of line with the current market prices for the materials and/or work covered thereby.
- B. The City of Ithaca reserves the right to waive any informality or to reject any or all bids.
- C. Awards will be made to the lowest responsive responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.
- D. No contract hereunder shall, either in whole or in part, be assigned, transferred, conveyed, sublet or otherwise disposed of to any other person, company or corporation unless approval is first obtained in writing from the City.
- E. Should the successful bidder fail to meet a delivery date required by the specifications, the City may cancel the order and terminate the contract. In such event, the City will assume no responsibility for any expense or loss to the successful bidder because of such cancellation or termination.
- F. Should any material or equipment delivered fail to meet specifications, the City may require the vendor to replace the same with material or equipment which does meet the specifications and, at the vendor's expense, to remove the rejected material or equipment from wherever delivered or stored, and in the event that such proper replacement and removal is not made by the vendor within 30 days, to cancel the order and terminate the contract, in which event the City will assume no responsibility for any expense or loss to the vendor because of such cancellation or termination.
- G. If the successful bidder fails to deliver within the time specified, or within a reasonable time as interpreted by the City, or fails to make replacement of rejected articles, when so requested, immediately or as directed by the City, the City may purchase from other sources to take the place of the item rejected or not delivered. The City reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases, the successful bidder agrees to reimburse the City promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such difference shall be deducted from the contract quantity.

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- H. A contract may be cancelled at the successful bidder's expense upon non-performance or poor performance of contract on ten calendar days written notice to the successful bidder.
 - I. Payments cannot be processed by the City until contract items have been delivered in satisfactory condition and a properly completed City of Ithaca voucher form has been submitted to the ordering agency by the contractor.
 - J. Any errors in the bid award which are the fault of the City must be forwarded, in writing, to the City of Ithaca Controller's Office within five (5) working days of the notification of award. No corrections will be made beyond that date. If errors on the part of the City are discovered too late to be corrected, the City will issue a "No Award" on those affected items and re-bid or quote will be made at a later date.
 - K. Any and all awards resulting from this bid shall be final and shall be for the complete term of the contract. No rescinding of awards will be made because of bidder error or inability to supply them.
 - L. The City of Ithaca reserves the right to request an extension of the term of this contract for any length of time up to twelve (12) months beyond the time herein specified as the expiration date of this contract at identical terms and conditions. Written notice will be given to the contractor/vendor.
 - M. The City of Ithaca reserves the right to cancel this contract on 30 days written notice to the contractor.
26. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the City as directed by the shipping instructions. The successful bidder will be required to furnish proof of delivery in every instance.
27. The successful bidder shall clean up and remove all debris and rubbish resulting from their work from time to time as required or directed. Upon completion of the work, the premises shall be left in a neat, unobstructed condition, and the building broom cleaned, and everything in perfect repair and order. Old materials are the property of the successful bidder unless otherwise specified.
28. Equipment for trade-in shall be dismantled by the successful bidder and removed at their expense. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented simply "as is" condition. Equipment is available for inspection only at the delivery point unless otherwise specified.
29. Bids on equipment must be on standard new equipment, of latest model, and in current production, unless otherwise specified. All supplies, equipment, vehicles and materials must meet the provisions of the Occupational Safety and Health Act (OSHA).

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30. Placing in the mail of a Notice of Award and/or purchase order to a successful bidder, to the address given in bid proposal, will be considered sufficient notice of acceptance of contract. The award shall bind the successful bidder on their part to furnish and deliver at the prices and in accordance with the condition of this bid.
31. The City of Ithaca is an Equal Opportunity Employer with an Affirmative Action Program. 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 Workers' 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.
32. All questions about the meaning or intent of the Contract Documents are to be directed to Jeremy Miller at (607) 272-1718 or jmiller@cityofithaca.org. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda posted on the City's web site at www.cityofithaca.org/bids. Questions received less than ten days prior to the date for opening of bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner.
33. It is the responsibility of each bidder, before submitting a bid to: **(a)** examine the Contract Documents thoroughly; **(b)** visit site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work; **(c)** consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the work; and **(d)** study and carefully correlate bidder's observations with the bid documents.

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Client#: 10431

ITHACACITY1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 03/06/2009
PRODUCER Haylor, Freyer & Coon, Inc. P.O. Box 4743 231 Salina Meadows Parkway Syracuse, NY 13221	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED	INSURERS AFFORDING COVERAGE	NAIC #
Sample Certificate Sample Certificate Sample Certificate Sample Certificate	INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC.	GL Policy	1/1/09	1/1/10	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Auto Policy	1/1/09	1/1/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <hr/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	Umbrella Policy	1/1/09	1/1/10	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC Policy	1/1/09	1/1/10	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 City of Ithaca is named as additional insured.

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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SPECIFICATIONS

Machine:

- 2016 Multihog Model MXC (or equivalent)
- 120 HP Deutz Diesel Engine - 3.6l Tier 4
- All Wheel Drive
- Heated & Air-Conditioned Cab
- Rear View Camera
- 9.5 R17.5 Tires (Machine Width Not to Exceed 52")

Attachments:

- Pronovost 54" X 2 Serrated Auger Blower
- 2/3 Yard Stainless Steel Dump Body
- 1/3 Yard Capacity Stainless Steel Drop Spreader w/ Top Screen
- All Applicable Mounting Hardware, Hydraulic Lines and Fittings for Attachments

Additions:

- Two (2) Additional Attachment Adapter Plates
- Spare Wheel & Tire

