NOTICE

TO

VENDORS

PLEASE REFER TO "INSTRUCTIONS TO BIDDERS":

PAGE 2 - ITEM #13

PAGE 3 – ITEM #21 – Corporate Compliance

PAGE 7 – Certification Of Compliance With The Iran Divestment Act

Bid Ref No: 14.18
Date: 6/5/14

COUNTY OF MADISON
DIVISION OF PURCHASE
MADISON COUNTY OFFICE BUILDING
WAMPSVILLE, NEW YORK 13163

COPY OF LEGAL ADVERTISEMENT

Pursuant to Section 103 of the General Municipal Law, sealed Proposals for:

MILK PRODUCTS

will be received at the Office of the Purchasing Agent, Madison County Office Building, Wampsville, New York 13163 until **10:00 AM (Local Time) on Thursday, June 19, 2014.**

Specifications available at: www.madisoncounty.ny.gov. Right reserved to reject any or all bids.

REQUIRED FOR DEPARTMENT: Madison County Sheriff's Department

DELIVERY TO: Various Locations in Madison County

DATED: June 5, 2014

Cindy Urtz
Purchasing Agent

INVITATION

SEALED PROPOSALS, SUBJECT TO THE CONDITIONS AS SHOWN HEREIN, REQUESTED ON THE FOLLOWING ITEM FOR THE DEPARTMENT AS MENTIONED, WITH THE DELIVERY TO DESTINATION SHOWN. PROPOSALS SHALL INCLUDE ALL CHARGES.

THESE SHEETS SHOULD REMAIN INTACT

- - - DO NOT DETACH - - -

COUNTY OF MADISON
GENERAL CONDITIONS AND
INSTRUCTIONS TO BIDDERS

I. Original bids will be submitted in sealed envelopes at the Purchasing Department, Second Floor, Madison County Office Building, Wampsville, New York I3I63 at **I0:00 AM on Thursday, June 19, 2014.**

2. A copy of the Specifications and Form of Bid may be obtained at: www.madisoncounty.ny.gov.

3. Any deviations from the foregoing Specifications must be itemized in detail to receive consideration. Any Bid containing deviations that are not noted and explained fully will not be considered a complete Bid. Madison County reserves the right to decide whether deviations from Madison County specifications are equal.

4. The Contract for the purchase of the above Item(s) will be awarded by the Purchasing Agent to the lowest responsible Bidder. in cases where two or more responsible Bidders submit identical Bids as to price, the Purchasing Agent may award the Contract to any of such Bidders. The Purchasing Agent may reject all Bids and re-advertise for new Bids.

5. Guarantee supplied with Bid shall be the manufacturer's standard guarantee. Said guarantee shall not begin to take effect until the day of delivery.

6. Bidder must state location and availability of products, including available hours.

7. PROPOSAL:
No bid will be accepted from or Contract awarded to any person who is in arrears to the County of Madison upon debt or Contract or who is in default as surety or otherwise, upon any obligation to said County of Madison.

All proposals shall be made on the **ATTACHED ORIGINAL PROPOSAL FORMS** herein provided and in the manner stated. No additional or qualifying clauses shall be written in.

8. The successful bidder shall agree, upon award of the Contract not to assign or sublet his Contract or any interest therein without first obtaining the written consent of the County Purchasing Agent. In case of default by the Bidder or Contractor, the County of Madison may procure the articles or services from other sources without notice and hold the Bidder or Contractor thereby responsible for any excess cost occasioned.

9. PAYMENTS:

The County of Madison will pay the Bidder or Contractor the amount of his Bid upon the faithful performance of the Contract and upon the approval of the bills by the Board of Supervisors of the County of Madison. Partial payments for delivered items or quantities of a Bid may be made by the County upon presentation of properly executed claim voucher, unless otherwise stated herein by the County when the materials, supplies, equipment or service have been fully delivered or completed to the full satisfaction of the head of the County Department for which same is being furnished.

10. The Bidder, if awarded an Order or Contract, agrees to protect, defend, and save harmless the County against any demand for payments for the use of any patented material, process, article, or device, that may enter into the manufacture, construction or form a part of the work covered by either Order or Contract; and he further agrees to indemnify and save harmless the County from suits or actions of every nature and description brought against it, for or on account of any injuries or demands received or sustained by any group or parties, by or from any acts of the Contractor, his servants or agents.

11. The General Code of the State of New York, and all Local Laws insofar as they apply to the Laws of the Competitive Bidding, Contracts, and Purchases, are made a part thereof.

12. Purchases by the County of Madison are not subject to any Federal, State or City Sales Tax. Exemption Certificates will be executed upon request when necessary form is furnished.

13. Price quoted shall be net, less all taxes and shall include delivery, all transportation and delivery charges prepaid to destination.

14. Cash or early payment discounts will not be considered in determining low Bidder.

15. Proposals must be submitted on designated PROPOSAL FORMS in a sealed envelope. The envelope shall be endorsed on Face with the name of the firm making the Proposal, the date of its presentation and the title for which the Proposal is made. Proposals, at the option of the Bidder, may be mailed to the above address, but must be received by the time and date stipulated.

16. BIDDERS PLEASE NOTE: The words "OR EQUAL" shall be considered added to each Specification.

17. The Board reserves the right to require any Bidder to submit a sample either before or after the awarding of the Bid to ascertain whether or not the product will be suitable for the purpose for which it is to be used. Whenever a particular article has been specified by a manufacturer's designation, such designation is made as a general standard, and is not intended to restrict competitive bidding. Any other make may be offered if the product is equivalent to that mentioned as the standard. The Board shall be sole judge as to acceptable equivalency. Samples shall be submitted free of charge upon request and be identified with the Bidder's name and address.

18. Submission of a Proposal will be construed as indication that the Bidder is fully informed as to the materials satisfactorily to the full extent indicated on the PROPOSALS FORMS. His proposal shall include the furnishing of materials as required, as well as delivery and other transit charges, including individual items placed on back order.

19. The Purchasing Agent reserves the right to award Bids on the basis of individual Items or on total sums of pages or groups, whichever will be for the benefit of the Board. Also, the Purchasing Agent reserves the right to increase or decrease the quantity of any item at the same unit price indicated by a Proposal at the time the Award is made.

20. The following five items will automatically render a Bid unacceptable to Madison County:

a. Failure to sign Bid Proposal Page.
b. Failure to sign Non-Collusive Bidding Certificate.
c. Failure to include necessary Bid Deposit.
d. Failue to submit **ORIGINAL PROPOSAL FORMS**
e. Certification Of Compliance With The Iran Divestment Act

It shall be fully understood that any deviations from the inclusion of the above Items will be grounds to see the Bid as non-compliant and will not be considered for Award.

21. **CORPORATE COMPLIANCE**

The County will conduct appropriate screening on all bids received to ensure and verify that the business/entity has not been sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor. The County will also verify that entities and businesses that provide and/or perform services for the County have not been the subject of adverse governmental actions and/or excluded from the State or Federal healthcare programs. No bid will be accepted by the County from any business and/or entity who is sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor. By signing and submitting this bid proposal, you are attesting to that fact that you and/or the entity, which you represent, have not been sanctioned nor excluded by and of the aforementioned entities.

22. Purchases under prices quoted in this Bid may be made by any political subdivision in Madison County, subdivision dealing directly with the successful Bidder.

23. MATERIAL SAFETY DATA SHEETS: The successful Bidder shall be responsible for the provision of the MSDS' to the County prior to introducing hazardous materials on to the site, assuring compliance before work is started and disseminating any information to the County employees concerning significant chemical hazards that the successful Bidder is bringing to the County's work place. The MSDS' will be maintained by the County as long as those materials are present. It is the responsibility of the successful Bidder to train its own employees.

24. Guaranteed delivery on all items bid must be within three (3) working days of orders placed with successful Bidder. If the Vendor fails to deliver all or part of the items ordered within the three (3) working day period, the Vendor shall reimburse the County an amount equal to the difference between the Bid Price and whatever cost the County incurs in acquiring the undelivered items from another source.

25. QUANTITIES: The annual quantities listed in the Proposal are estimated only, based on requirements filed with the Purchasing Department. The Contract, however, shall be for the quantities actually ordered during the Contract period. Items will be ordered on an "As Needed Basis".

26. The County Purchasing Agent reserves the right to award the bid in part or in total within 45 days of bid.

MADISON COUNTY SHERIFF'S DEPARTMENT
WAMPSVILLE, NEW YORK 13163

BID SPECIFICATIONS

SCOPE: This Bid is to provide necessary requirements of listed items for the Madison County Sheriff's Department as listed in attached Bid Form.

QUANTITIES: The quantities listed herein are current requirements. However, the Board of Supervisors reserves the right to increase or decrease same at the unit price bid. All prices quoted must be "per unit" as specified e.g., do not quote "per case" when "per dozen" is requested; otherwise Bid may be rejected.

DELIVERY: Milk: Three (3) days per week. Delivery days must be agreeable to head cook in the jail.

MADISON CO. SHERIFF'S DEPT.
Invoice & Deliver to:

Madison Co. Sheriff's Department
Public Safety Bldg.
N. Court Street
Wampsville, NY 13163

Phone: 315-366-2424

BRAND SUBSTITUTES: Unless otherwise specified by Bidder, it will be understood that delivery is to be exactly as specified. If an alternate is offered, this must be so noted alongside of each item bid.

DISCOUNTS: Please do not include any trade or quantity discounts on items offered. Insert net prices on each item you bid on.

BID FORM: Bidders must use the attached bid list to submit unit prices. Lists other than the attached will not be considered.

LENGTH OF BID: **July 1, 2014 through December 31, 2014**

ESCALATION:

Price increase or decrease will be considered based on the terms of the Federal Milk Order No. 2 for the New York - New Jersey milk marketing area. It shall be on the Contractor's responsibility to notify the Madison County Purchasing Agent in writing of any document change.

No increases in overhead or profit to the Bidder will be allowed. Overhead for the purpose of this Contract shall be defined as the cost to the Bidder for doing business including, but not limited to, rental, utilities, mortgage payments, transportation, labor, etc.

CONTACT PERSON: Questions should be directed to: Bill Bryant during normal working hours at: (3l5)-366-2424.

PRICING PAGE

ITEM	EST. MONTHLY USAGE	COUNT IN YOUR CONTAINER	BRAND	PRICE
1. Milk, 1%, Half Pints	2 cases	_____	_____	_____

VENDOR NAME: _____

SIGNATURE: _____

TITLE: _____

ADDRESS: _____

_____

ORDER PHONE: _____

EMAIL: _____

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should Madison County receive information that a person is in violation of the above-referenced certification, Madison County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then Madison County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

Madison County reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

_____
Signed

_____
Title

_____
Company Name

Sworn to before me this

_____day of _____ , 2012

_____
Notary Public

PROPOSAL OR BID

In compliance with the foregoing Invitation for Bids, and subject to all the conditions thereof, the Undersigned offers and agrees, if this Bid be accepted within a reasonable time from date of opening Bids, to enter into a Contract in accordance with the price and/or prices stated herein.

The awarding of this Bid by the Madison County Purchasing Agent to the successful Bidder, shall constitute a Bidding Contract between the parties, the successful Bidder agreeing to comply with all the Provisions of the Bidder's Specifications, the Legal Advertisement, General Conditions, Instruction to Bidders and Specifications applying, from part of this Proposal.

PRICING

REFER TO PRICING PAGE

SIGN HERE:

Signature with the Title of person authorized to sign and the names of any other parties interested in this Proposal.(See instructions to Bidders).

_____
NAME OF COMPANY

BY: _____

TITLE: _____

CAUTION - - - HAVE YOU PROPERLY SIGNED YOUR BID?

If certified check or cash is required, have you enclosed same herewith?

DATE:_____ ADDRESS: _____

_____

TELEPHONE NO: _____ Fax No: _____

NON-COLLUSIVE BIDDING CERTIFICATION

(SEE GENERAL MUNICIPAL LAW - SECTION 103-D)

BY SUBMISSION OF THIS BID, THE BIDDER AND EACH PERSON SIGNING ON BEHALF OF THE BIDDER, CERTIFY UNDER PENALTY OF PERJURY TO THE BEST OF KNOWLEDGE AND BELIEF:

I. 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 the 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 a Bid for the purpose of restricting competition.

THE FOREGOING STATEMENT IS AFFIRMED AS TRUE UNDER PENALTY OF PERJURY.

SIGNATURE: _____

TITLE: _____

DATE: _____

MADISON COUNTY
DIVISON OF PURCHASE
COUNTY OFFICE BUILDING
WAMPSVILLE, NEW YORK 13163

NON-BIDDER'S RESPONSE

For the purpose of maintaining accurate bidder's lists and facilitating your response to our bid proposals, Madison County is interested in ascertaining reasons for prospective bidder's failure to respond to invitations to bid.

If you are not responding to this bid, please indicate your reasons by checking any appropriate items below and returning this form to the above address. Your cooperation will be greatly appreciated.

We are not responding to this bid proposal for this reason:

_____Items or materials are not manufactured by us or not available to our company.
_____Our items or materials do not meet these 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. Our correct mailing address is:

_____

_____

_____

_____ Other reasons: _____

_____

PLEASE RESPOND:

_____We are unable to bid at this time but would like to continue to receive Bid proposals.
_____We are unable to bid and wish to be removed from the interested Bidder's List.

FIRM NAME: _____

ADDRESS: _____

_____

SIGNATURE: _____

TITLE: _____ **DATE:** _____

BID NAME: _____ **REF NO:** _____