

## GENERAL INSTRUCTIONS TO BIDDERS

1. Sealed bids will be received by the New Hartford Town Clerk, 48 Genesee Street, New Hartford, NY 13413 in accordance with the published invitation for bids.
2. DEFINITION: OWNER – shall mean the Town of New Hartford and any officers or persons duly authorized to act for the Town of New Hartford.
3. Each bid must be accompanied by a certified check or bid bond of the Bidder payable to the Owner in an amount not less than five percent (5%) of the amount of the Bid. Bid security of the three lowest Bidders will be refunded within forty eight (48) hours after approval by the Town Attorney of the executed Contract and the insurance and security furnished; or if no Contract has been so executed, within forty five (45) days after the date of the opening of Bids, upon demand of the Bidder at any time thereafter so long as he/she has not been notified of the acceptance of the Bid. In any event, however, the Department Head/Project Manager will notify the Board of Estimate and Apportionment in writing of his/her recommendation to release the bid security. In turn, the Board Estimate and Apportionment will forward the Town Clerk a memorandum; permission in form of Resolution will then be obtained from the Town Board. The Town Clerk will then notify the Bookkeeper.
4. Any and all delivery charges must be included in the bid price.
5. Any equipment delivered by a vendor which is not in accordance with specifications, or is otherwise unsatisfactory in the opinion of the Department, may be retained and, if necessary, used until it is replaced with satisfactory equipment.
6. Except for causes not in the control of the contractor, no request for postponement of the date of delivery, shall be considered; any initiative in such respect being reserved for the Owner.
7. The Town is not subject to tax; the Town will sign exemption certificates when required.
8. Bidders are warned that all deliveries are to be new, unused and first quality. No rejects, "seconds" or otherwise imperfect or low quality items will be accepted.
9. The Owner reserves the right to make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, including, but not limited to, the name and address of the manufacturer of the equipment quoted on. The Owner also reserves the right to reject any bid if the evidence submitted by, or the investigation of, such bidder fails to satisfy the Owner that such bidder is not

properly qualified to carry out the obligation of the bid or to complete delivery contemplated therein.

10. The Owner reserved the right to consider informal a bid not prepared and submitted in accordance with the provisions of these specifications, or to waive informalities in any bid as received. The Owner also reserves the right to reject any and all bids as the best interest of the Town of New Hartford may require.
11. Failure to submit an executed non-collusion statement and bid security will result in automatic disqualification of the bid.
12. No bidder may withdraw his bid within forty-five (45) days after the bids are opened, but may withdraw it any time prior to the scheduled closing time for receipt of bids.
13. Alternate proposed items shall fulfill the requirements of the basic specifications in function, type, materials, construction, color, and finish. If bid differs from specifications, explanation should be submitted with the bid.
14. In submitting this bid, the bidder declares that he is, or they are, the only person or persons interested in the said bid, that it is made without any connection with any person making another bid for the same equipment; that the bid is in all respects fair and without collusion, fraud or mental reservation; and that no official of the Town of any person in the employ of the Town is directly or indirectly interested in said bid or in the supplies or in any portion of the profits thereof.
15. The contractor or bidder to whom a contract shall be let granted or awarded is prohibited from assigning, transferring, subletting, or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract to any other person, or corporation, except as provided in Section 109, General Municipal Law.
16. No bid materials, supplies, equipment or services may be accepted from, or contract therefore awarded to any person who is in arrears in taxes or upon debt or contract to or with the Town Of New Hartford or who has defaulted as surety or otherwise upon a contract or obligation to the Town or who may be otherwise isqualified under any act of the legislature not inconsistent with the charter or code.
17. The contractor agrees to make no claim for damages for delay occasioned by an act or omission of the Town of New Hartford.
18. Additional work of the kinds and types so specified in these specifications may be requested by the Town of New Hartford at the unit prices so stated in the bid.

19. Bids must be submitted upon the proposal form(s) furnished, and must not be detached from the specification book. ALL bidding information must be on the forms furnished and not detached from this Bidding Document. This Bid Document shall be returned in a sealed envelope marked "Town of New Hartford":
20. For the sake of simplicity, in the accompanying specifications, manufacturer's names or catalog numbers may have been used. In all such cases, they are well known manufacturers whose information is readily available to all bidders. The use of particular manufacturer's names or numbers is not intended to restrict bidding or bar the equal or superior products of other manufacturers, rather they are referenced for industry understood manufacture and performance.
21. Make and Model form each component must be stated with bids.
22. There shall be a five year warranty [unless otherwise stated] on material and workmanship from first day of use. The Highway Superintendent reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposes to furnish which contains major or minor variations from the specifications.
23. Literature and specifications must be enclosed with bid.
24. Any exceptions or deviations from these specifications must be stated in writing with bids.
25. Equipment being offered must be of the manufactures standard model and there must be units in the area for comparison.