

# Madison County Purchasing Office

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## NOTICE TO BIDDERS

**Bid Reference: 2025-48**

**Date: November 25, 2025**

### Madison County Emergency Medical Services Uniforms

#### BID PROPOSAL

#### MADISON COUNTY GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

#### Submission of Bids:

A copy of the bid specifications and forms are available at:

- <https://www.madisoncounty.ny.gov/bids.aspx> **You must be registered to receive updates**
- Requests can be made via email to [purchasing@madisoncounty.ny.gov](mailto:purchasing@madisoncounty.ny.gov).

Original bids must be submitted in **sealed envelopes** to the Purchasing Office, Second Floor, Madison County Office Building, 138 N. Court Street, Wampsville, New York 13163 by **11:30 a.m. on Thursday, December 11, 2025.**

Bids are publicly opened and read at the time and day that bids are scheduled to be received. Madison County Office Building will be opened for the bid openings and to drop off bids. In the event the building has to be closed to the public, a zoom link will be posted on our bid page as a "Bid Opening Notice" under the specific bid.

Bids must be date and time stamped by the Purchasing Office prior to the specified time of the opening. **The Purchasing Office hours are 8:00 A.M. until 4:00 P.M. Bids must be delivered within this time.** There is a drop box outside the main entrance of the Madison County Office Building on the left of the doors or you may mail it through the USPS, FedEx, or UPS. Bids in the drop box will be picked up 15 minutes prior to the time the bid is due on the day of the bid opening. **NO LATE BIDS** are accepted for any reason. Bidders assume all responsibility for on-time delivery to the Purchasing Office.

**Bidders must use the proposal form(s) and the form(s) must be submitted in a sealed envelope that is clearly marked with your company name, the bid reference number, and the date the bid is due. Faxed bids are unacceptable.**

Separate bid envelopes must be submitted for each bid reference.

A bid security deposit is not required for this bid.

Bidders may submit more than one bid proposal, however, each bid submission must be in its own sealed envelope with its own proposal pages, required documents and bid security, if required; and must adhere to all rules and specifications aforementioned.

Bidders may submit bids on any one or group of items, provided that the unit prices are shown as requested.

Equipment offered in response to this bid request must be standard, new, the latest model or a regular stock product, with all parts available and that the equipment and parts are not currently scheduled to be discontinued. Further, the bidder will guarantee that no attachment to any part has been applied contrary to manufacturer's recommendations.

Special conditions in the specifications shall take precedence over any general conditions and instructions to bidders.

No additional or qualifying clauses shall be written into the bid documents by bidders.

## **NEW YORK STATE SEXUAL HARASSMENT LAWS**

**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 NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here:**

**<https://www.ny.gov/programs/combating-sexual-harassment-workplace>**

### **Required Submissions:**

**Please return only the following pages from the bid package:**

- Signature Page
- Specification/Pricing Page
- Certification of Compliance with the Iran Divestment Act
- Non-Collusive Bidding Certifications

Each bid must be signed on the Signature Page and the Bid Proposal Pricing Page(s) by the bidder. Failure to comply will result in the submission being ineligible for award.

- Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing.
- Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice president or person authorized to bind the bidder in the matter. A corporate resolution may be required to confirm authorization.
- Agents of a manufacturer must be accompanied by a certification the agent is authorized.

The Non-Collusive Bidding Certificate must be signed. Failure to comply will result in the submission being ineligible for award.

The Certificate of Compliance with the Iran Divestment Act must be signed and notarized. Failure to comply will result in the submission being ineligible for award.

Bid security, performance or other bonds when required shall be issued by a bonding company authorized to do business in New York State.

- Bid security, when required, must be in the amount and form as stated in the legal advertisement, as a guarantee that if the bid is accepted, a contract will be executed. Bid security deposits will be released when the written intent to award is issued of all but the three lowest bidders. Bids lacking bid security, when required, will not be eligible for award.
- Performance security, when specified, must be in the amount and form as stated in the legal advertisement. Performance security is generally required only in public works, construction, installation and certain term and service contracts. Performance security shall be of sufficient value to:
  - Guarantee the contract for the faithful performance thereof; and
  - Guarantee all work and/or materials against all defects not due to ordinary wear and use for a period of at least one (1) year from the date of Madison County's acceptance of the goods and/or services rendered; and
  - Guarantee payment of any and all obligations arising as the result of the contract
- Labor and material bonds may be required in specific contracts to guarantee payment to workers and subcontractors.
  - When required, bidders shall fill out the material list and state clearly any variation from proposed products from that specified. Brand name and other information as necessary are to be furnished on all items. Bidders should submit with bid any information, specifications, circulars, etc., that will explain or clarify the differences or compliance with the specifications.

- Wick's Law submittals, N.Y. State Finance Law § 135, when included in the bid package, must be signed and returned in a sealed envelope marked "Wick's Law Subcontractors" or your bid will not be eligible for award.
- Bidders must state the location and availability of products, including available hours.

### **Use of Brand Names:**

References in the specification to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the type and quality of materials or supplies or nature of work desired. Such descriptions should not be construed as excluding bids on other types of materials and supplies or for performing the work in a manner other than specified, providing that the materials and supplies and manner of performing the work offered are of equal quality to that specified and equally acceptable to the County for its purposes. Exceptions must be clearly stated.

The Purchasing Office will determine equal products or services.

### **Pricing:**

Prices must be stated in units of quantity specified. Prices submitted by bidders must be firm for 45 days from the date of the bid opening and through the life of the contract upon award. Prices shall be in US funds only.

#### **Prices in bid shall be Free On Board (FOB) prepaid to destination as designated.**

All charges for packing, crating, containers, etc., are included and being in strict accordance with specifications as shown. The price bid by the successful bidder shall be the price paid for all items to be furnished under this contract, regardless of the time of shipment or delivery, unless otherwise provided.

The bid indicates the estimated total quantity to be used during the life of this contract. Madison County does not guarantee any specific amount and shall not be held responsible for any deviation therefrom.

Purchases by the County are exempt from any federal, state or city sales tax. Exemption certificates or proof of sales tax exemption will be provided upon request.

Where pricing is described in both words and numerals, the words will govern.

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

Escalation: Increases to the bid price may be honored at the time of the renewal of the contract. The contractor must notify the County Purchasing Office ninety (90) days prior or the contract anniversary date of their intent to increase pricing. Price increases are subject to the terms of the escalation clause contained herein and Board approval.

### **Withdrawal of Bids and Errors:**

Bids may be withdrawn at any time prior to the bid opening by written request of the bidder.

Errors in math or omission may be grounds for withdrawal of the bid after the opening at the request of the bidder, at the discretion of the Purchasing Office, upon written request. Such requests must be made as soon as the error is identified, but no more than 2 weeks from the bid opening date.

In case of error in extending the amount of the bid, the unit prices will govern.

### **Purchases by Other Governmental or Authorized Entities:**

Purchases at prices quoted that result in a contract or purchase order with Madison County may be made by departments of Madison County, each city, town and village, each school, fire, solid waste, and water conservation district eligible to purchase from this contract for the term of the contract.

In addition, the County allow(s) all municipal entities authorized under General Municipal Laws of the State of New York to purchase goods and/or services under this contract from anywhere in the state at the discretion of the vendor.

Any minimum order requirements, delivery charges and other deviations from the prices offered to Madison County applicable to eligible organizations must be clearly stated in the bid. No such charges will be permitted if not contained in the original bid.

### **Interpretations:**

It is understood and agreed that in questions of interpretation in the specifications the Purchasing Office does expressly have the right to determine the meaning and shall control the decision and such decision shall be binding and final. Corrections to errors or omissions in specifications shall be communicated by the Purchasing Office, when such corrections are necessary for the proper fulfillment of the intention of such specifications.

Questions relating to bid requirements, specifications, drawings, etc. must be submitted in writing to the Purchasing Office no later than 7 calendar days prior to the bid opening. No interpretations or clarifications will be made to any bidder orally. Interpretations and clarification made will be by addendum, if required, and provided to all known prospective bidders. Bidders bear full responsibility for accepting interpretations or clarifications that are not by addendum issued through the Purchasing Office. Failure of any bidder to receive any such addendum shall not relieve any bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the bid and contract documents. Failure to request an interpretation or clarification constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit its bid or to have inadvertently bid on certain items.

Madison County reserves(s) the right to waive informalities in a bid if such waiver does not provide a competitive advantage to any bidder.

The bidder understands and agrees that no plea of ignorance relating to data, conditions, policies or requirements of Madison County will be accepted as a reason for failure or default on the part of the bidder to fulfill in every respect all the requirements of the contract. Nor will such a claim of ignorance be the basis for any claim for increased compensation.

**Method of Award:**

No bid will be accepted from or contract awarded to any person or entity that is in arrears or in default of a surety or obligation to Madison County.

The bids for the purchase of the above item(s) will be awarded by the Purchasing Office to the lowest responsible bidder pursuant to GML §103.

In cases where two or more responsible bidders submit identical bids as to price, the Purchasing Office may award the contract to any of such bidders.

Madison County reserve(s) the right to reject any and all bids at their discretion, at any time before award, or if it is in the best interest of Madison County to do so.

Madison County reserve(s) the right to accept any item in the bid and to award the bid in whole or in part to the lowest responsible bidder within 45 days, unless otherwise specified, including the right to increase or reduce quantities.

Bid results will be available on our website at or before 4 P.M. on the date of the bid opening at [www.madisoncounty.ny.gov](http://www.madisoncounty.ny.gov). Click on Bids & RFPs button to the left, which will bring you to the bid listings. Select the bid you would like the results for, and the unofficial tab will be at the bottom.

Bids will be evaluated by the Purchasing Office and the department requiring the goods or services. A notice of intent to award will be issued only by the Purchasing Office.

Protests of companies, products or services being offered from competing bidders must be made as soon as possible in writing to the Purchasing Office.

In the event a low bid is being rejected for any reason, the bidder will have 48 hours to make clarification before intent to award will be issued to another bidder.

**Inspection, Samples and Testing:**

Material offered shall be available for inspection before delivery at a point agreed upon between the successful bidder and the Purchasing Office.

Samples are required to be furnished by the bidder at the request of the Purchasing Agent. Samples are to be furnished at no cost to Madison County. Samples will be returned only at the cost of the bidder. Some samples may be retained for the life of the contract to verify delivery is in compliance with specifications.

It is understood and agreed by the bidder that the any tests performed by Madison County and found not to meet specifications as set forth will be billed to the bidder.

**Term:**

The term of this contract is December 15, 2025 – December 14, 2026.

Madison County, however reserves the right to extend the period of the contract for any length of time up to sixty (60) days beyond that time herein specified as the expiration date of this contract.

**Delivery:**

Materials/services are required on or before the delivery date in the specifications. The successful bidder is responsible for delivery in good condition to the designated destination.

No items are to be shipped or delivered until receipt of an official purchase order from Madison County or an executed contract.

Guaranteed delivery date will be a consideration in making a contract award.

Failure to deliver as guaranteed may result in termination of any contract entered into and determination of the bidder being not responsible. This may also disqualify the bidder from receiving contracts for at least two years. Madison County will assume no liability for any expense or loss because of such termination.

All broken and/or damaged items received by Madison County shall be replaced by the successful bidder immediately, at their own cost and expense. Madison County shall inspect all the items and notify the successful bidder of any damage as soon as it is discovered.

***No minimum order quantity shall apply.***

***No delivery charges shall be applied.***

***No fuel surcharges shall be applied.***

**Notice to Proceed:**

The successful bidder, when required, must return the signed contract, completed insurance certificate and performance security within fourteen (14) days from the date of the letter of intent to award.

No work shall begin, nor goods delivered, until the successful bidder has in place the required insurance and security and receives a written notice to proceed, completed contract or purchase order as appropriate.

**Hold Harmless:**

The successful bidder agrees that they will indemnify and hold harmless Madison County pursuant to the terms of the Contract entered into with the County.

**Insurance:**

Workers Compensation Insurance with statutory limits and employers liability coverage.

The contractor agrees to obtain and maintain general liability insurance including comprehensive form, premises-operations and broad form contractual with minimum limits of **One Million Dollars (\$1,000,000) each occurrence** and **Two Million Dollars (\$2,000,000) annual aggregate**.

The contractor also agrees to obtain and maintain automobile liability insurance for owned, hired and non-owned vehicles with minimum limits of not less than **One Million Dollars (\$1,000,000)** combined single limit for bodily injury and property damage.

Umbrella or Excess liability insurance with a limit of **\$5,000,000 per occurrence and a general aggregate of \$5,000,000**.

Disability Benefits-New York State Statutory Requirements

If applicable:

- **Builders Risk Policy Contractor** shall purchase and maintain property insurance written on a Builders Risk “All Risk” or equivalent policy form in the amount of the initial Contract Sum plus the value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site. Coverage shall be on a Replacement Cost basis. If this property coverage requires a deductible, the Contractor shall pay all costs not covered because of such deductible.
- **Contractors Pollution Liability** – Pollution Liability with a limit of \$2,000,000 per claim and \$2,000,000 aggregate including completed operations for at least 3 years after completion of the project.
- **Professional Liability** - with a limit of \$1,000,000 per claim and \$3,000,000 aggregate.
- **Property Insurance/Installation Floater** - The Contractor shall purchase and maintain property insurance written on an Installation Floater or Builders Risk “All Risk” or equivalent coverage form in the amount of the initial Contract sum, plus the value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising the total value at the site. Coverage shall be at Replacement Cost and the Contractor will be responsible for any deductibles associated with this coverage. This property insurance shall cover portions of the work stored off the jobsite and also portions of the work in transit.
- **Cyber Liability Insurance** with limits not less than \$1,000,000 per claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property including but not limited to

infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor.

In addition, the contractor shall obtain and maintain fire, theft and other casualty insurance for replacement cost value of all furniture, equipment and appliances inventoried and deemed to be the property of the county, state or federal government.

The required insurance policies shall be endorsed to include Madison County as an additional insured. Also, to include the provision that the issuing company(s) will notify the certificate of insurance holder, who shall be **Madison County**, located in the County Office Building, Wampsville, New York 13163, by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. For the duration of this contract, the issuing company(s) shall notify the certificate of insurance holder upon renewal of the policies.

#### **Certificate of Insurance:**

The successful bidder shall furnish to **Madison County**, within ten (10) business days upon receiving notice of intent to award, a certificate of insurance which shall evidence all requirements of insurance, including Workers' Compensation and employers' liability insurance. Said certificate must contain specific language so as to adequately advise the County of the contractor's compliance with the aforesaid requirements of insurance, including but not limited to specifically detailing the types, amount and duration of the insurance coverages and verifying that the issuing company(s) endorsed such policies as hereinabove required so as to include Madison County as an additional insured and to notify the County of any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurance during the duration of this contract, a new Certificate of Insurance shall immediately be sent to the certificate of insurance holder **Madison County**.

#### **Best Value Authority:**

Pursuant to Local Law No. 5 of the year 2013, the Purchasing Office may award purchase contracts, including contracts for service work, but excluding any purchase contracts necessary for the completion of a public works contract pursuant to Labor Law Article 8, on the basis of best value, as defined in State Finance 163, to a responsive and responsible bidder or offeror.

#### **Payments:**

Madison County will pay the successful bidder the amount of their bid upon the full and faithful performance of the contract, acceptance of materials and/or work by the

County, and upon receipt of the vendor invoices in accordance with Madison County policy and procedures and upon the approval of the invoice(s) by the Board of Supervisors of Madison County.

Partial payments for delivered items or quantities of a bid may be made by Madison County upon presentation of properly executed claim voucher or invoice, unless otherwise stated.

Unless otherwise specified, Madison County may in any contract involving construction work or labor retain up to five percent (5%) of the amount of the contract until final completion and acceptance of all work covered by the contract.

The successful bidder further agrees that Madison County may withhold, out of any amounts due the contractor, sums sufficient to cover any unpaid claims by mechanics or laborers for work or labor performed under this contract, provided that the notice in writing of such claims, signed by the claimants, shall have been previously filed.

The successful bidder further agrees that they shall not be entitled to demand or receive any payment except in the manner set forth in this bid or any contract entered into.

The successful bidder agrees to allow the County to pay for any and all portions of this bid with a Purchasing Card (P-Card), if the awarding bidder accepts credit cards.

### **Warranty:**

Madison County requires a minimum one (1) year warranty from the date of acceptance, to correct at no additional cost to Madison County any failure or defect in material and workmanship, which appears in the equipment, goods or services supplied under this bid.

Madison County does not accept exceptions to implied warranties of suitability or merchantability. Madison County does not accept limitations for recovery for incidental or consequential damages or on its legal remedies to secure such recovery.

### **Governing Laws and Regulations:**

All bidders are required to comply with all applicable provisions of the laws of Madison County, the State of New York and the United States of America which affect Madison County and Madison County contracts and in particular but not limited to the State's Labor Law, General Municipal Law, Workmen's Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Environmental Law and all State and Local Health laws, rules and regulations. All bidder's special attention is called to those laws and requirements set forth in Section 103-d of the State's General Municipal Law.

The Toxic Waste Right to Know Law requires the successful bidder, supplier, or manufacturer to provide to Madison County upon delivery any and all information required by law. Madison County reserves the right to refuse shipments and payment when material safety data sheets (MSDS) are not supplied on delivery or request.

The successful bidder will maintain Worker's Compensation during the life of any contract entered into as a result of this bid, for the benefit of the bidder's employees as approved in Chapter 41 of the Laws of 1914 and all subsequent acts amending.

The provisions of Section 220 of the State's Labor Law are deemed a part of every proposal with the same force and effect as if set forth at length.

**Assignment:**

The bidder agrees that they shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or their responsibility to perform under this contract or their right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to them thereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of Madison County.

**Termination/Default/Non-Performance:**

In case of default by the successful bidder, Madison County may procure the articles or services from other courses without notice and hold the bidder responsible for any excess cost.

Madison County may terminate this agreement with cause upon notification in writing.

Madison County further may terminate the contract without cause on 30 days' notice in writing. Upon notice, the contractor will cease all services in connection with performance of this agreement and shall proceed to cancel all existing contracts insofar as such contracts are chargeable to this agreement.

If the successful bidder is delayed in making delivery by strikes, lockouts, fire, or unusual delay by common carriers control, then the time of delivery may be extended for a reasonable time after receipt of a written documented request by the contractor. This request must be approved and responded to in writing by the Purchasing Office. Madison County may cancel said contract as to future deliveries at any time during such delay if Madison County interests are impaired by such delay.

Neither an extension of time for any reason, beyond that fixed herein for the performance of the contract, nor the doing and acceptance of any part of the work, or the supplies nor materials called for by the contract, shall be deemed to be a waiver by Madison County of the right to terminate this contracts for abandonment or delay.

**Changes or Deviations:**

This bid as well as any contract, plans, drawings, exhibits or schedule to which are attached and made a part of the bid constitutes the entire agreement and understanding between the parties hereto and shall be binding upon each party as their successors. Any additions, changes or deviations to or from said specifications, contracts, plans, drawings, exhibits or schedule will invalidate the agreement between

the parties in its entirety unless in every case such changes shall be previously made in writing agreed upon by the parties hereto in consideration of all applicable legislation.

**Inconsistency:**

The parties agree that any inconsistency between any documents which Madison County is/are requested to execute by the successful bidder and specifications shall at all times be resolved in favor of said specifications as only terms consistent with said specifications shall be applicable.

**Report of Purchases:**

The successful bidder shall furnish a report of purchases made from the fifteenth of the month following the end of each contract quarter. The report is to be submitted to the Purchasing Office and shall include the contract number, title, effective dates, contractor's name and the following information:

- Ordering Agency/Department
- Item numbers
- Item description
- Total quantity shipped
- Item price
- Total dollar value

**Corporate Compliance:**

The County will conduct appropriate screening in all bids received to ensure and verify that the business 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 any of the aforementioned entities.

**Material Safety Data Sheet:**

The **successful bidder** shall be responsible for the provision of the MSDS's to the County Purchasing Agent 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 Material Safety Data Sheets will be submitted to the Purchasing Office to be

maintained in accordance with county policy for hazardous materials as long as those materials are present.

It is the responsibility of the successful bidder to train its own employees.

**Licenses and Permits:**

The successful bidder hereby agrees that they will obtain at their own expense all licenses or permits for the work performed under this contract, if any are necessary, prior to the commencement of work.

**ATTACHMENTS**

- **RFB 2025-48 Attachment 1 – Special Conditions, Specifications/Pricing Pages and Required Submission Pages**