

**Exhibit "A"****GENERAL INFORMATION / CONTRACTUAL CONDITIONS FOR BIDDERS**

1. THESE CONDITIONS SHALL BECOME A PART OF THE CONTRACT WITH ERIE COMMUNITY COLLEGE should the bidder be selected as the successful bidder. Accordingly, the terms and conditions should be carefully reviewed. Consult with legal counsel if necessary.
2. BID SHALL BE SUBMITTED ON THESE ERIE COMMUNITY COLLEGE (ECC) BID FORMS or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.
3. LATE PROPOSALS. Any bids received in the ECC Purchasing Office after the date and time prescribed will not be considered for contract award.
4. EMERGENCY CLOSINGS. In the event the closing of certain ECC facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Purchasing Office control, only bids received in the Purchasing Office prior to the date and time or postmarked as of the date prescribed will be considered for contract award.
5. ANY CHANGE IN WORDING OR INTERLINEATION BY A BIDDER OF THE INQUIRY AS PUBLISHED BY ERIE COMMUNITY COLLEGE shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.
6. ERIE COMMUNITY COLLEGE RESERVES THE RIGHT TO REJECT any and all bids, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. Erie Community College does not obligate itself to accept the lowest or any other proposal.
7. AWARD TO THE LOWEST RESPONSIBLE BIDDER. For the purpose of determining which bidder is the lowest qualified responsible bidder, it shall be the lowest three bidders' responsibility, within FIVE DAYS of being so notified by the Purchasing Office, to present information and documentation to the Purchasing Office, to satisfy Erie Community College that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.
8. CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.
9. This EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid:  
IT IS UNDERSTOOD BY THE PARTIES THAT THIS AGREEMENT SHALL BE EXECUTORY ONLY TO THE EXTENT OF THE MONIES AVAILABLE TO THE COUNTY OF ERIE AND/OR ERIE COMMUNITY COLLEGE AND APPROPRIATED THEREFORE, AND NO LIABILITY ON ACCOUNT THEREOF SHALL BE INCURRED BY THE COUNTY OR COLLEGE BEYOND THE MONIES AVAILABLE AND APPROPRIATED FOR THE PURPOSE THEREOF.
10. FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by Erie Community College to recover damages.
11. PRICES SHALL BE QUOTED F.O.B. DESTINATION AND DELIVERED INSIDE. "Tailgate delivery" will not be accepted unless specified by the Erie Community College Business Manager. Terms shall be "Net 30".
12. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY ERIE COMMUNITY COLLEGE. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the bid. There will be no additional charges for delivery.
13. NO TAXES ARE TO BE BILLED TO ERIE COMMUNITY COLLEGE. Bids shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The Erie Community College Purchase Order is an exemption certificate. Any applicable taxes from which Erie Community College is not exempt shall be listed separately as cost elements, and added into the total net bid.

14. THE SUCCESSFUL BIDDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision of regulatory body which may apply to its performance under contract.
15. GRATUITIES, ILLEGAL OR IMPROPER SCHEMES. Erie Community College may terminate this agreement if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any County official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of this agreement. Erie Community College may also terminate this agreement if it is determined that the successful bidder engaged in any other illegal or improper scheme promoting favoritism or unfairness incidental to the bidding process or the performance of this agreement. In the event that it is determined that said improper or illegal acts occurred, Erie Community College shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.
16. INSURANCE AND DEFENSE AND INDEMNITY: Insurance shall be procured by the Successful Bidder before commencing work, no later than 14 days after notice of award and maintained without interruption for the duration of the Contract, in the kinds, amounts and minimum coverage specified in Exhibit IC, unless otherwise stipulated in these Bid Specifications. In addition, as noted in the insurance specifications, the County of Erie and Erie Community College shall be named as additional insureds on the policies and subrogation must be waived as indicated in the instructions and sample forms. **PLEASE NOTE: THE LANGUAGE IN THE DESCRIPTION OF OPERATIONS MUST MATCH THE SAMPLE CERTIFICATES EXACTLY WITH POLICY NUMBERS LISTED. IF THE INSURANCE IS NOT PROVIDED IN ACCEPTABLE FORM WITHIN THIS PERIOD OF TIME, THEN THE BUSINESS MANAGER MAY DECLARE THE VENDOR NONRESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOWEST RESPONSIBLE BIDDER.** Certificates of Insurance shall be furnished by the successful bidder on Erie County Standard Insurance Certificate, Exhibit IC. In addition to, and not in limitation of the insurance provisions contained in Exhibit IC, the Successful Bidder agrees that it will defend, indemnify and hold harmless the County of Erie and Erie Community College, their agents, officers and employees from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform under this Agreement by the Successful Bidder or third parties under the direction and control of the Successful bidder; and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.
17. ANY CASH DISCOUNT which is part of bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. Erie Community College's policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, Erie Community College will take the discount when payment is made. Erie Community College will not pay any interest charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.
18. CHANGES IN THE WORK. Erie Community College may, as the need arise, through the Business Manager, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the contractor and Erie Community College through the Business Manager.
19. BID OFFERING MATERIAL OTHER THAN THAT OF SPECIFIED MANUFACTURER OR TRADE NAME will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.

20. IF MATERIAL OR SERVICES OTHER THAN THOSE SPECIFIED IN THIS BID DOCUMENT ARE OFFERED, the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:
  - a. Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Purchasing Office, sufficient detail is not presented as a part of the sealed bid to permit definitive evaluation of any substitute item, the bid will not be considered.
  - b. Descriptive literature of item offered, for evaluation.
  - c. List of installations in Erie County of the item offered.
  - d. List of other installations.
21. ANY ADDITIONAL INFORMATION for which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.
22. WORKMANSHIP MUST MEET WITH THE APPROVAL OF THE DEPARTMENT HEAD(S) INVOLVED, AND SHALL BE FIRST CLASS in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed is to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what stage of completion may be rejected and shall be made good by the contractor at his own expense.
23. CONTRACTOR SHALL CLEAN UP and remove all debris and rubbish resulting from the work from County property and leave the premises broom clean to the approval of the department head.
24. THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded may withdraw his bid by serving written notice of his intention to do so upon the Purchasing Office. Upon withdrawal of the bid pursuant to this paragraph, the Purchasing Office will forthwith return the bidder's security deposit.
25. PRICES CHARGED TO ERIE COMMUNITY COLLEGE are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.
26. PRICE IS FIRM. The unit prices bid shall remain firm and any other charges bid shall also remain firm for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.
27. EXTENSION OF PRICE PROTECTION. Any contract entered into pursuant to this bid to supply Erie Community College's requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful bidder and Erie Community College. All extensions shall be submitted in writing and shall have prior approval by the Erie Community College Business Manager.
28. IN EXECUTING THIS BID, THE BIDDER AFFIRMS that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures and understands that Erie Community College will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.
29. ACCOUNTABILITY. The undersigned shall be fully accountable for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate the contract or his performance.

30. **TERMINATION OF CONTRACT:**
- a. This agreement may be terminated by either party upon seven (7) days written notice, should the party fail substantially to perform in accordance with its terms, through no fault of the party initiating the termination.
  - b. At its option, Erie Community College may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from Erie Community College.
  - c. In the event of termination for any reason other than the fault of the Contractor, or the non-availability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination.
31. **STATUS AS AN INDEPENDENT CONTRACTOR:** The successful Bidder to whom the bid is awarded and the County and Erie Community College agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the County, or College or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither the Bidder nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or College or any department, agency or unit thereof.
32. **GOVERNED BY NEW YORK LAW:** This Agreement shall be construed and enforced in accordance with the laws of the State of New York without regard to conflicts of law. In addition, the parties hereby agree that jurisdiction over any cause of action arising out of this Agreement shall be vested in the New York State Supreme Court for the County of Erie.