

**PURCHASING DEPARTMENT**

**COUNTY OF STEUBEN**



**BID DOCUMENT**

**Legal Notice**

Notice is hereby given that the Public Works Committee of the Steuben County Legislature and the Commissioner of Public Works will receive sealed bids per specifications for:

**Title: Hydraulic Pump Assembly for Volvo EC360B Excavator (Serial # 360B11846)  
Pump (OE part # 14520050)**

**Document Number: PW-23-106-B**

Bid documents are available, as of this date, at the Purchasing Department, 3 East Pulteney Square, Bath, New York. Telephone number: 607-664-2484. **These documents are also available on the internet; Steuben County website at [www.SteubenCounty.gov](http://www.SteubenCounty.gov)**; click on Public Works Department or Purchasing Department.

Interested parties assume all responsibility to acquire bid information and forms.

To be considered, bids must be submitted on Steuben County bid forms and delivered in a sealed opaque envelope. Bids will be received at the Purchasing Department until 1:30 P.M. local time on **Thursday, November 30, 2023** at which time bids will be opened and read publicly.

By Order of the Public Works Committee

Dated: November 8, 2023

---

Andrew G. Morse  
Director of Purchasing

**Hydraulic Pump Assembly for Volvo EC360B Excavator (Serial # 360B11846)  
Pump (OE part # 14520050)**

**GENERAL TERMS AND CONDITIONS**

**1. Objective:**

(R042208)

This bid document is published in order to obtain competitive prices for: **Hydraulic Pump Assembly for Volvo EC360B Excavator (Serial # 360B11846) Pump (OE part # 14520050)**

- . It is a requirement of this bid document and any award issues as a result of this bid document that parts, as specified herein, **shall be (unused) OEM parts, or OEM approved parts.**

**2. Acquisition of Bid Documents:**

(R042208)

- a. Bid documents are available, as of this date, at the Steuben County Purchasing Department, 3 East Pulteney Square, Bath, New York. The office is open Monday – Friday, 8:30 A.M. – 4:30 P.M., except holidays. Telephone number 607-664-2484. These documents are also available on the internet; Steuben County website at [www.SteubenCountyNY.gov](http://www.SteubenCountyNY.gov) click on Public Works Department or Purchasing Department.
- b. Each bidder bears sole responsibility for acquisition of bid documents. Request for bid documents to be forwarded is neither a guarantee nor an incurred obligation on the part of Steuben County to ensure requestor's receipt of bid documents; timely or otherwise.
- c. Receipt of these bid documents, unsolicited or otherwise, shall not be construed a pre-determination of your company's qualifications to receive a contract award. Nor shall said receipt of these bid documents be interpreted an endorsement that the recipient's equipment, materials, products, and/or services are in compliance with the bid specifications.

**3. Document Number:**

(R042208)

- a. This document has been assigned the following number: **PW-23-106-B.**
- b. Relevant award(s), contract(s), agreement(s), correspondence, etc. shall reference the assigned document number.
- c. It shall be understood by all interested parties that unless amended by, and only to the extent amended by, the Commissioner of Public Works or the Director of Purchasing, this document (as well as all requirements set forth herein) shall become an integral component of any and all relevant contract(s)/purchase order(s)/agreement(s).

**4. Examination, Interpretation, Correction of Bid Documents:**

(R042208)

Each bidder shall examine all bid documents and judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this bid solicitation shall be in writing and submitted to the Purchasing Department (Reference: **Contact Personnel** clause) at least three (3) days prior to the scheduled bid opening. The County shall not be responsible for oral interpretations given by any county employee, representative or others. The issuance of written addendum/addenda is the only official method whereby interpretation, clarification or additional information can be given.

**5. Requirements:**

(R051908)

**a. Prevailing Law -**

To all interested parties – any and all requirements specified herein notwithstanding, it is Steuben County's intent that, in all instances and under any circumstance, the law of the land shall be in force. Steuben County does not knowingly request nor does it knowingly authorize action(s) which are contrary to the laws, regulations, mandates and all such statutes which are in force at

**Hydraulic Pump Assembly for Volvo EC360B Excavator (Serial # 360B11846)  
Pump (OE part # 14520050)**

any time during the term of any contract awarded as a result of this bid solicitation. Laws, regulations, mandates and all such statutes as promulgated by authorized government entities shall prevail.

b. **Requirements –**

It shall be understood and agreed by all interested parties that, unless amended (specifications modified and/or waived) by Steuben County, and only to the extent amended by the County, any and all information contained in this bid document is to be considered an essential component of the bid document and subsequent contract(s) **AND** that the bid document as published or amended represents the requirements acceptable to Steuben County.

**However**, any and all requirements specified herein notwithstanding, it shall be understood and agreed by all interested parties that the following shall apply:

Steuben County reserves as its right, the right to amend (modify and/or waive) specifications where such amendment;

- i. does not alter the essential nature and/or performance (the form, function, and utility) of the equipment, product, or service.
  - ii. encourages the proffer of equivalent equipment, product, or service from interested vendors and manufacturers.
- c. Unless amended (specifications modified and/or waived) by the County, and only to the extent amended by the County, this document (all information, terms and conditions, requirements, specifications, and addendum/addenda) shall prevail. If amended, said document as amended shall prevail.
- i. Award of a bid shall not be construed as approval, by the County, for the awardee to deviate from this document; regardless of whether said deviation(s) is stated in the bidder's attachment(s) to its bid.
  - ii. Further, the County shall not be bound by the contents and language expressed in the bidder's bid attachment(s) to its bid; including any attachment(s) submitted to the bidder by manufacturers, sub-contractors, suppliers, and other parties.

6. **Preparation of Bid Documents:**

(R042208)

Bids must be submitted on the forms provided in the bid documents and prepared in the following manner:

- a. All bid forms shall be legibly completed using a permanent medium (e.g. ink, typewriter, laser printer, etc.).
  - i. If the submittal of unit price(s) is a requirement, said *unit price(s) shall prevail*.
  - ii. *All mathematical functions (extensions, additions, etc.) are subject to audit.*
  - iii. In the event of a discrepancy between the price in words and that in figures, the lower price shall be considered the price bid.
  - iv. Each price bid shall be expressed as a numerical dollar value; indicators such as ditto marks, arrows, etc. are not acceptable.
- b. All forms requiring the bidder's signature shall be signed by the bidder or the bidder's authorized representative. Erasures and/or alterations shall be initialed by the individual whose signature appears on the bid forms.
- c. The bidder shall submit the bid in accordance with the bid documents and shall not make any changes in the wording of the bid forms or make any stipulations or qualify the bid in any manner.
- d. Unless otherwise specified by Steuben County, all bids are required to be: **FOB Destination, freight allowed. Destination to be designated by the County.**

**Hydraulic Pump Assembly for Volvo EC360B Excavator (Serial # 360B11846)  
Pump (OE part # 14520050)**

- e. All bids shall be firm for a period of forty-five (45) days from the bid opening date; during which time the County shall render its decision.
7. **Non-Collusive Bidding Clause and Certificate:**  
(R041811)
- a. Clause –  
“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 to the best of knowledge and belief:
1. 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 this 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 or not to submit a bid for the purpose of restricting competition.”
- b. The bidder shall submit a signed and dated Non-Collusive Bidding Certificate with its bid. Said certificate is mandated by Section 103-d of the General Municipal Law. Reference the “**NON-COLLUSIVE BIDDING CERTIFICATE**” form included in this bid document.
8. **Hold Harmless Clause and Form:**  
(R041811)
- a. Clause –  
“**HOLD HARMLESS**. The Agent shall at all times defend, indemnify and hold harmless the County of Steuben and its employees from any and all claims, damages or judgments or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of Agent and in particular as may arise from the performance under this contract. Such obligation to the County shall not be construed to negate, abridge or reduce other rights of indemnity which would otherwise exist. This provision shall supersede any other provision in this Agreement deemed to be in conflict, unless specifically stated otherwise. In the event of an injury by the subcontractor or its employees, they shall cause notice to be served upon the County within twenty-four (24) hours of any such injury.”
- b. The bidder shall submit a signed and dated Hold Harmless Clause form with its bid. Reference the “**HOLD HARMLESS CLAUSE**” form included in this bid document.
9. **Iranian Energy Sector Divestment Certification:**  
(05/31/12)
- Contractor/proposer hereby represents that said contractor/proposer is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”.
- a. 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 to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a(3)(b).
- b. The bidder shall submit a signed, notarized and dated Iranian Energy Sector Divestment Certification with its bid.

**Hydraulic Pump Assembly for Volvo EC360B Excavator (Serial # 360B11846)  
Pump (OE part # 14520050)**

Said certificate is mandated by Section 103-g of the General Municipal Law. Reference the Iranian Energy Sector Divestment Certificate form included in this bid document.

**10. Prevention of Sexual Harassment:  
(R100920)**

Contractor hereby represents that said contractor is in compliance with New York State Labor Law Section 201-g entitled “Prevention of Sexual Harassment”.

The Agent offering to provide services pursuant to this contract, as a Consultant, joint venture consultant, subcontractor, attests that its performance of the services outlined in this contract has a written policy addressing sexual harassment prevention in the workplace and provides training, which meets the New York State Department of Labor’s model policy and training standards, to all employees on an annual basis.

Furthermore, by submission of this Expression of Interest procurement document, each agent and each person signing on behalf of any agent certifies, and in the case of a joint submission each party thereto certifies its own organization, under penalty of perjury, that the submitter has and has implemented a written policy addressing sexual harassment prevention training to all of its employees. Such policy shall at minimum meet the requirements of Section Two Hundred One – g of the New York State Labor Law (NYS Labor Law §201-g).

**11. Required Insurance(s) and OSHA Training:**

(R041811)

- a. This bid document includes an information sheet entitled: **STEBEN COUNTY STANDARD INSURANCE REQUIREMENTS AND CERTIFICATE OF NYS WORKER’S COMPENSATION INSURANCE COVERAGE**. These requirements establish the minimum insurance(s) which the awardee(s) shall have in effect prior to entering into a contract to do business with Steuben County. Said insurance(s) are required to remain in effect throughout the term of the contract(s). In the event that the awardee’s insurance lapses during the term of the contract, the County reserves, as its right, the right to cancel the awardee’s contract(s) and to purchase the contracted product(s)/service(s) on the open market; with any increase in cost(s) to Steuben County being charged to the awardee. Credit shall not be issued to the awardee where open market cost(s) to the County are less than the cost(s) contracted with the awardee.

b. **Additional Insured, Certificate Holder, and Bid Document Number -**

- i. **Steuben County shall be named\* as an “Additional Insured”** in the contractor’s policy for all intents and purposes of contract(s) issued as a result of an award of this bid.  
\*Note: “Additional Insured” shall read – **Steuben County**, 3 East Pulteney Square, Bath, NY 14810; reference **9.b.iii**, herein.
- ii. **“Certificate Holder”** shall read – **Steuben County**, 3 East Pulteney Square, Bath, NY 14810; reference **9.b.iii**, herein.
- iii. With regard to **“Additional Insured”** and **“Certificate Holder”**; unless specified to the contrary herein, the following shall **not** be acceptable to Steuben County:
  - Other designations such as “Steuben County Legislature”
  - Specific departments (committees, sub-groups, etc.) such as “Department of Public Works”
  - Other entities (public or private) and named individuals such as “ABC” Township, “XYZ” Corporation, “John and Mary Doe”, etc.
- iv. The **Bid Document Number** and the **Bid Title** shall be referenced in the “Description...” / “Additional Comments” section of the Certificate of Insurance form.

**Hydraulic Pump Assembly for Volvo EC360B Excavator (Serial # 360B11846)  
Pump (OE part # 14520050)**

- c. Each awardee shall submit an **original** of its **Certificate of Insurance and NYS Worker's Compensation Insurance Coverage form** (which indicates the contractor's compliance with the above sections a. and b.) to the following: Steuben County Department of Public Works, Attention: Debbie Mess, Senior Acct. Clerk Typist, 3 East Pulteney Square, Bath, New York 14810 (607) 664-2460.
- d. The **Certificate of Insurance and NYS Worker's Compensation Insurance Coverage form** must be approved by the County Risk Manager prior to the contractor's acting on and/or performing any of the obligations it incurred as a result of the award and/or contract.
- e. Self-employed persons must carry such Worker's Compensation coverage as directed by the Steuben County Risk Manager.
- f. **Workers' Compensation Insurance Exemption—**  
Contractors claiming to be exempt from the requirement to carry/provide Workers' Compensation Insurance shall submit a fully executed CE-200 form; the form to be complete, notarized, and stamped as received by the New York State Workers' Compensation Board.
- g. **OSHA Training—**  
Wherein a contractor and Steuben County are both parties to a contract involving a public works project with an aggregate dollar value of **two hundred and fifty thousand dollars (\$250,000.00) or more**; said contract shall be understood, by all parties, to include "the provisions that all of the contractor's and sub contractors laborers, workers, and mechanics shall be certified as having successfully completed a ten (10) hour OSHA approved course in construction safety and health." Such requirement having been mandated by the New York State Laws of 2007, chapter 282.  
In those instances where a Bid/RFP submittal is required, said certification(s) shall be included with the bidder's/proposer's submittal. The contractor shall not allow participation in the contracted work by its non-certified staff; i.e. all of the contractor's non-certified laborers, workers, and mechanics.

**12. Sales Tax Exemption:**

(R042208)

The County is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties within the State of New York.

**13. NYS Labor Law; "Prevailing Wage and Supplements":**

(R040809)

- a. The attention of each and all bidders is directed to Articles 8 and 9 of the New York State Labor Law in general, but also specifically with regard to – "**Prevailing Wage and Supplements**". Steuben County does, in good faith, identify those projects/services it believes to be – "Prevailing Wage and Supplements" projects/services. The failure of Steuben County to accurately assess the wage status of a particular project/service shall not relieve the awardee of its responsibility to perform in accordance with the above referenced articles. Interested parties are directed to contact the NYS Department of Labor, Binghamton District Office at (607) 721-8005 for a determination of project/service status.
- b. All interested parties (including, but not limited to, bidders, contractors, and sub-contractors) shall note, understand and comply with the following:  
In the event the New York State Department of Labor amends the "Prevailing Wage Rate Schedule" applicable to contracts entered into as a result of an award of this bid solicitation document, said interested party(ies) that are required to pay "Prevailing Wages and Supplements" shall be required to pay said "Prevailing Wages and Supplements" in accordance with the most current, applicable "**Prevailing Wage Rate Schedule**" in effect at the time the work is performed.

**Hydraulic Pump Assembly for Volvo EC360B Excavator (Serial # 360B11846)  
Pump (OE part # 14520050)**

- c. The **General Provisions of Laws Covering Workers; NYS-DOL** requires as follows:  
 “Every contractor and subcontractor shall submit to the Department of Jurisdiction (i.e. Steuben County), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (i.e. Steuben County) shall receive and maintain such payrolls.” As provided for, by the above referenced provisions, Steuben County is authorized to withhold payment(s) to contractors who are not in compliance with all NYS Department of Labor Law(s); with specific attention to Articles 8 and 9. **Therefore, Steuben County shall withhold payment(s) to contractors who have not submitted the initial “Certified Payroll” and the periodic “Certified Payroll(s)” as required herein.**

14. **Wicks Law Projects under \$500,000.**

(041811)

Pursuant to Section 101 of the General Municipal Law, bidders on a public works contract, where the preparation of separate specifications is not required, shall submit with its bid a separate sealed list that names each subcontractor that the bidder will use to perform work on the contract, and the agreed-upon amount to be paid to each, for: (a) plumbing and gas fitting, (b) steam heating, hot water heating, ventilation and air conditioning apparatus and (c) electric wiring and standard illuminating fixtures. After the low bid is announced, the sealed list of subcontractors submitted with such low bid shall be opened and the names of such subcontractors shall be announced, and thereafter any change of subcontractor or agreed-upon amount to be paid to each shall require the approval of the public owner, upon showing presented to the public owner of legitimate construction need for such change, which shall be open to public inspection. Legitimate construction need shall include, but not to be limited to, a change in project specifications, a change in construction material costs, a change to subcontractor status as determined pursuant to paragraph (e) of subdivision two of section two hundred twenty-two of the labor law, or the subcontractor has become otherwise unwilling, unable or unavailable to perform the subcontract. The sealed lists of subcontractors submitted by all other bidders shall be returned to them unopened after the contract award.

15. **Equivalents:**

(R042208)

Where, in the bid documents, one certain kind, type, brand, technology or product manufacturer is named, it shall be regarded as the required standard of quality. It is not meant to exclude competition in any way. Similar equipment, products, or service, which are equal in quality, performance, compatibility and equally adaptable for the intended purposes, as determined by the County, and are submitted as specified in the bid documents, will be considered and may be accepted. The decision of the County as to equal will be final.

16. **Supportive Documentation:**

(R042208)

In addition to specifications stated herein, all equipment/material/products/services shall meet or exceed current standards of the industry. All technical tolerances, ratings, power outputs or any technically specified criteria contained within these specifications are considered to be within the current state of the art and are currently being met by commercially available equipment/material/products/services. The fact that a manufacturer chooses not to produce equipment/material/products to meet these specifications shall not be considered sufficient cause to adjourn these specifications as restrictive. Bidder shall offer the equipment/material/products/services which comes closest to meeting these specifications. **Where deviation(s) from the specifications contained herein is necessary, the bidder shall note such deviation(s). Bidder shall include supportive documentation that clearly indicates the**

**Hydraulic Pump Assembly for Volvo EC360B Excavator (Serial # 360B11846)  
Pump (OE part # 14520050)**

**equipment/material/products/services they bid is equivalent to that specified herein. Failure to detail all such deviations will comprise sufficient grounds for rejection of the entire bid.**

**17. Protection from Claim Against “Or Equal”:**

(R042208)

In the event of any claim concerning or relating to the issue of “equal or better” or “equal”, the awardee agrees to hold the County of Steuben free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever. The County is to be free and harmless for any and all legal fees and court costs.

**18. Addendum/Addenda:**

(R042208)

- a. If an addendum has been issued prior to the County’s receipt of bids; Steuben County shall attempt to notify potential bidders known to have received the bid documents and whose contact information is on file with the County. Steuben County does not ensure the potential bidder’s receipt of addendum. It shall be the responsibility of each bidder, prior to submitting its bid, to contact the Director of Purchasing (607) 664-2484, to determine if an addendum has been issued.
- b. Addendum shall be available for review and/or copy at the Purchasing Department, Room No. 217 of the Steuben County Office Building located in Bath, New York.
- c. It is a requirement that the bidder sign, date, and include the addendum with its bid submittal. Failure to do so may result in rejection of bid.

**19. Multiple/Alternate Bid Submittal(s):**

(R042208)

For those bidders intending to submit multiple/alternate bids in response to this bid solicitation; the bidder is required and shall submit a completed bid documents packet for each bid submitted. **Note:** However, if there is a bid surety requirement, one (1) bid surety instrument, written for the highest required amount, shall suffice.

**20. Submittal of Bid(s):**

(R042808)

- a. For each bid it submits, the bidder shall submit two (2) sets of its bid; including all required documents (e.g. signed clauses, statements, forms, bonds, insurance, manufacturer’s specifications, etc.)
  - i. One (1) set shall be stamped (or otherwise indicated) as being the “**ORIGINAL.**”
  - ii. One (1) set shall be stamped (or otherwise indicated) as being the “**DUPLICATE**” or “**COPY.**”
  - iii. Information presented in the “**ORIGINAL**” set of the bid submittal shall prevail.

**b. Requirements for Addressing the Bid Submittal Envelope :**

The bid shall be submitted in a sealed opaque envelope marked on the outside with: the bidder’s name and address and the designation: “**Sealed Bid – Hydraulic Pump Assembly for Volvo EC360B Excavator (Serial # 360B11846) Pump (OE part # 14520050).**”

- i. The envelope shall be addressed to Andrew G. Morse, Director of Purchasing, Steuben County Office Building, 3 East Pulteney Square, Bath, New York 14810.
- c. Bids shall be received at the Purchasing Department, Room #217 of the Steuben County Office Building, until 1:30 P.M. local time on **Thursday, November 30, 2023** at which time bids shall be opened and read publicly.



**Hydraulic Pump Assembly for Volvo EC360B Excavator (Serial # 360B11846)  
Pump (OE part # 14520050)**

- d. Facsimile transmitted bids are not acceptable and shall be rejected.
- e. Security procedures are in effect at the Steuben County Office Building. Interested parties, especially respondents who intend to hand deliver bids and/or conduct business with the Steuben County Purchasing Department should allow sufficient time for any delay which may arise as a result of security procedures. To be considered “delivered on time,” a bid submittal must be received at the Purchasing Department by the appointed hour.

21. **Foil Request:**

(R100920)

All proposals will become property of the County once the advertised date and time of the proposal opening has arrived. The County will have the right to disclose all or any part of a proposal to public inspection based on its determination of what disclosure will serve the public interest. Prospective offerors are further advised that, except for trade secrets and certain personnel information (both of which the County has reserved the right to disclose), all parts of proposals must be disclosed to those members of the general public making inquiry under the New York State Freedom of Information Law (NYS Public Officers Law, Article 6).

Should an offeror wish to request exemption from public access to information contained in its proposal, the offeror must at the time of submission of its offer, specifically, identify in their submission the information and explain in detail why public access to the information would be harmful to the offeror.

22. **Late Bids:**

(R042208)

Bidders shall bear sole responsibility for the delivery of their bid in a timely manner. Reliance upon the U.S. Postal Service or other carriers is at the bidder’s risk. Late bids shall not be considered and shall be returned unopened.

23. **Right of County to Seek Clarification, Accept or Reject Bid(s), etc.:**

(R042208)

- a. Steuben County reserves as its right, the right to require clarification from bidders for the purpose of assuring a full understanding of the bidder’s responsiveness to the solicitation requirements.
- b. Steuben County reserves as its right; the right to accept or reject any and all bids (or separable portions thereof), the right to waive irregularities and technicalities, and the right to request resubmittal of bids (re-bid).

24. **Civil Rights:**

(R042208)

The County of Steuben, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and New York State Labor Law; Article 8 - Public Work, Section 220e hereby notifies all bidders that it will affirmatively ensure that any contract awarded as a result of this bid solicitation will be awarded without discrimination on the grounds of race, color, sex or national origin.

25. **Award of Bid:**

(R042208)

For the purposes of this bid and subsequent award(s), **it is intended that award(s) be made on a line item basis; to the lowest “Total Extended Line Item Price Bid”.**

- a. Award(s) shall only be made to bids submitted by qualified, responsive, and responsible bidders who sufficiently meet the terms, conditions, and specifications stated herein. **However**, under all circumstances and all statements to the contrary notwithstanding, Steuben County reserves as its right, the right to determine award(s)/awardee(s) in accordance with the best interest of Steuben County.

**Hydraulic Pump Assembly for Volvo EC360B Excavator (Serial # 360B11846)  
Pump (OE part # 14520050)**

- b. Award of bid is not made at the bid opening. All bids are subject to final review and acceptance by the appropriate committee(s) of the Steuben County Legislature before any award may be made. Receipt of bids by the County shall not be construed as authority to bind the County.

**26. Executory Clause:**

(R041811)

Steuben County shall have no liability under any contract or contracts to any awardee or to anyone else beyond funds appropriated and available for the purposes of this bid document and resultant contract(s).

**27. Assignability:**

(R042208)

The awardee shall not assign, transfer, convey, sub-contract, sublet or otherwise dispose of all or portions of the contract (and/or work to be performed as a result of the contract) or its right, title or interest therein, or its power to execute such contract, or its responsibility therein to any other person, company or corporation, without the prior written consent of the Commissioner of Public Works and the Steuben County Public Works Committee.

**28. Authorized Purchase(s):**

(R042208)

The County's assumption of responsibility for any and all purchases made on its behalf is in the form of a Purchase Order which is numbered, dated, complete, and bears the signature of the Director of Purchasing or other official; as designated by the Steuben County Legislature. Steuben County shall not be responsible for unauthorized purchases.

**29. Awardee's Failure to Comply:**

(R042208)

The awardee's failure to perform in compliance with the bid award shall result in a withholding of payment. The payment shall be withheld until such time as the awardee fulfills its responsibilities. Compliance shall be determined by and to the satisfaction of Steuben County. Such action would not necessarily preclude further initiatives on the part of Steuben County to protect and preserve its interests.

**30. Sufficient Inventory, Equipment, and Staff:**

(R042208)

Awardee is required to have sufficient inventory, equipment and staff available and/or have guaranteed access to sufficient inventory, equipment and staff to fulfill its responsibility as a result of receiving the bid award.

Failure of the awardee to fulfill its responsibility shall be sufficient cause for and entitle Steuben County to:

- a. Damages  
and/or
- b. Purchase the contracted product(s)/service(s) on the open market; with any increase in cost(s) to Steuben County being charged to the awardee. Credit shall not be issued to the awardee where open market cost(s) to the County are less than the cost(s) contracted with the awardee.

**31. Cancellation of Contract:**

(R042208)

Steuben County reserves, as its right, the right to cancel the contract(s) resulting from an award of this bid solicitation at any time during the contract period, without penalty to Steuben County and without

**Hydraulic Pump Assembly for Volvo EC360B Excavator (Serial # 360B11846)  
Pump (OE part # 14520050)**

stated reason, by delivering a written ten (10) day notice of intent to the awardee(s) or its representative(s). Said notification mailed to the awardee or its representative via the US Postal Service; First Class Mail shall be considered sufficient and delivered.

**32. Standard(s):**

(R070208)

It shall be understood by all parties that;

- a. Where in this bid document, compliance with a certain standard (or standards) is required, the awardee shall be required to comply with said standard(s) in its most recent revised form; i.e. the most current revision. The term “standard(s)” shall include, but is not limited to, all laws, mandates, regulations, etc. established by government bodies, as well as established industry and professional standards.

The following are by way of example only and shall not be considered “all-encompassing”:

Standard:

ASTM

ANSI

US-EPA/Federal EPA

NYS DOT

Established By:

American Society for Testing Materials

American National Standards Institute

United States Environmental Protection Agency

New York State Department of Transportation

- b. Regardless of whether or not standards\* are specified herein, it shall be deemed a requirement that all awardees adhere to the most current Government, Industry and Professional standards; regardless of whether those standards are established via dictum or “common practice”.

\*See a. above

**33. Interchangeable Terminology:**

(R042208)

For the purpose(s) of this bid solicitation, the following terms are used interchangeably:

- a. Steuben County, County and Owner.  
 b. Steuben County Commissioner of Public Works and Commissioner.  
 c. Bid Documents, Bid Solicitation, and Bid Specifications.  
 d. Awardee, Contractor, and Vendor.

**34. Bidder’s List:**

(R042208)

A “Bidder’s List” shall not be made available prior to the bid opening.

**35. Contact Personnel:**

(R042208)

Questions, concerns, and/or requests for clarification should be directed in writing by Noon on November 22, 2023 to: [AMorse@SteubenCountyNY.gov](mailto:AMorse@SteubenCountyNY.gov)

Andrew G. Morse, Director of Purchasing.  
Telephone (607) 664-2484.

**Hydraulic Pump Assembly for Volvo EC360B Excavator (Serial # 360B11846)  
Pump (OE part # 14520050)**

**GENERAL INFORMATION AND REQUIREMENTS**

**Qualifications:**

(R061208)

The County shall be free to make any inquiry(ies) it deems necessary to ascertain the qualification(s) of the bidder and/or the accuracy of statements made by the bidder as to its qualification(s).

**Quantity(ties):**

(R052108)

Quantities shall be as specified herein. The County intends to place **one (1) order for all items**; in the quantities and delivered to the site(s) specified herein.

**Price Bid:**

(R042208)

This document solicits pricing for: **Hydraulic Pump Assembly for Volvo EC360B Excavator (Serial # 360B11846) Pump (OE part # 14520050)**

The bidder shall submit an “**Intoto Price Bid**.”

**Manufacturer(s):**

(R042208)

The manufacturer shall be a company recognized within the industry as an experienced, reliable, and competent producer of the category of equipment specified herein.

**Product Information and Literature:**

(R042208)

The bid shall include:

1. A complete description of the proposed equipment; including, but not limited to, the following information: manufacturer, model, year.
2. Manufacturers’ literature and specification sheets; supporting documentation which clearly indicates the proposed equipment is in compliance with bid specifications.

**Delivery:**

(R042208)

1. **Delivery Time** – The equipment purchased as a result of an award of this bid solicitation shall be delivered to the specified County site **on or within 60 calendar days** of the County’s issuance of a purchase order.
2. **Delivery Site** – The equipment shall be delivered to the **Steuben County Landfill, 5632 Turnpike Road, Bath, New York**.
3. **Delivery Notification** – The vendor shall notify the County of its intent to deliver the equipment at least seventy-two (72) hours prior to delivery. Contact Person – **John Emo, Steuben County Landfill, Bath, NY, (607) 346-5176**.
4. All responsibility, liability, and cost associated with the delivery of the equipment shall be borne by the vendor.
5. **Reference: General Information and Requirements section; Liquidated Damages clause.**

**Hydraulic Pump Assembly for Volvo EC360B Excavator (Serial # 360B11846)  
Pump (OE part # 14520050)**

**Invoicing:**

(R052108)

Invoices shall be predicated upon quantities ordered, delivered and accepted.

**Contact Person:**

(R042208)

Questions, concerns, and/or requests for clarification which are specific to the technical requirements stated in this bid document should be directed to:

**John Emo, Landfill Supervisor**

**Steuben County Department of Public Works – Solid Waste Division**

**3 East Pulteney Square**

**Bath, New York 14810**

**(607) 346-5176**

**Hydraulic Pump Assembly for Volvo EC360B Excavator (Serial # 360B11846)  
Pump (OE part # 14520050)**

**EQUIPMENT SPECIFICATIONS**

**Hydraulic Pump Assembly for Volvo EC360B Excavator (Serial # 360B11846) Pump (OE part # 14520050)**

1. It is the intent of these specifications to acquire a **Hydraulic Pump Assembly for Volvo EC360B Excavator (Serial # 360B11846) Pump (OE part # 14520050)**. The specified parts must be in functional condition. Said part(s) shall conform in strength and quality of material and workmanship to what is generally provided by the industry.
2. It is accurate to deduce that the specifications reflect a **Hydraulic Pump Assembly for Volvo EC360B Excavator (Serial # 360B11846) Pump (OE part # 14520050)**. However, be advised and assured that the County intends to comply fully with New York State General Municipal Law in its entirety and specifically, NYS-GML Section 103. Reference the **General Terms and Conditions section, Equivalents clause, and Supportive Documentation; Exceptions to Specifications clause**, of this bid document.
3. The County will accept and consider bid submittals proposing machinery/equipment with structural and/or performance characteristics which exceed those specified herein. **However**, no additional merit (no increased benefit in consideration) shall be given to proposed machinery/equipment simply on the basis of characteristics which exceed the specifications stated herein; an exception to this would be allowed in the evaluation of tie bids.
4. Any and all part(s) not conforming to the awarded specifications shall be rejected. It shall be the responsibility of the manufacturer to conform to all specifications and requirements unless deviations have been specifically cited by the bidder and award made on the basis of such deviations.

(R080609)

**Hydraulic Pump Assembly for Volvo EC360B Excavator (Serial # 360B11846)  
Pump (OE part # 14520050)**

FILE DAY, DATE & TIME: **Thursday, November 30, 2023**, 1:30 p.m. local time

LOCATION: Steuben County Office Building  
Purchasing Department  
3 East Pulteney Square  
Bath, New York 14810

**BID PAGE 1**

The undersigned, having an integral understanding of the objective/scope, terms and conditions, specifications and and awardee's responsibility as stated in the bid documents, does hereby bid to provide items and/or services as stated below and pursuant to the bid documents.

(R042208)

<b>Hydraulic Pump Assembly for Volvo EC360B Excavator (Serial # 360B11846) Pump (OE part # 14520050)</b>	
	<b>In toto Price Bid</b>
	\$
<b>Intoto Price Bid per Complete Unit</b> " written in words:	

PLEASE PRINT OR TYPE:

Company Name: \_\_\_\_\_ Federal Employee ID #: \_\_\_\_\_

Company Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**Hydraulic Pump Assembly for Volvo EC360B Excavator (Serial # 360B11846)  
Pump (OE part # 14520050)**

**NON-COLLUSIVE BIDDING CERTIFICATE**

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 to the best of knowledge and belief:

1. 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 this 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 or not to submit a bid for the purpose of restricting competition.

(R042208)

PLEASE PRINT OR TYPE:

Company Name: \_\_\_\_\_ Federal Employee ID #: \_\_\_\_\_

Company Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

(R042208)



**Hydraulic Pump Assembly for Volvo EC360B Excavator (Serial # 360B11846)  
Pump (OE part # 14520050)**

**HOLD HARMLESS CLAUSE**

The Agent shall at all times defend, indemnify and hold harmless the County of Steuben and its employees from any and all claims, damages or judgments or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of Agent and in particular as may arise from the performance under this contract. Such obligation to the County shall not be construed to negate, abridge or reduce other rights of indemnity which would otherwise exist. This provision shall supersede any other provision in this Agreement deemed to be in conflict, unless specifically stated otherwise. In the event of an injury by the subcontractor or its employees, they shall cause notice to be served upon the County within twenty-four (24) hours of any such injury.”

(R041811)

PLEASE PRINT OR TYPE:

Company Name: \_\_\_\_\_ Federal Employee ID #: \_\_\_\_\_

Company Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

(R042208)

**Hydraulic Pump Assembly for Volvo EC360B Excavator (Serial # 360B11846)  
Pump (OE part # 14520050)**

Certification Pursuant to Section 103-g of the New York State General Municipal Law

Page 1

**IRANIAN ENERGY SECTOR DIVESTMENT**

1. Contractor/proposer hereby represents that said contractor/ proposer is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said contractor/proposer has not:
  - a) Provided goods or services of \$20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
  - b) Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five (45) days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.
2. Any contractor/proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:
  - a) “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 to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b).”

Stauben County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.
4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer cannot make the certification as set forth in subdivision (a) above, the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:
  - a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder/proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

Certification Pursuant to Section 103-g of the New York State General Municipal Law

**Hydraulic Pump Assembly for Volvo EC360B Excavator (Serial # 360B11846)  
Pump (OE part # 14520050)**

Page 2

- b) The County of Steuben has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Steuben would be unable to obtain the goods or services for which the bid/proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

(05/31/12)

_____	_____
Signature	Title
_____	_____
Company Name	Date

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_ Notary Public

**Hydraulic Pump Assembly for Volvo EC360B Excavator (Serial # 360B11846)  
Pump (OE part # 14520050)**

**STEUBEN COUNTY STANDARD INSURANCE REQUIREMENTS**

**Prior to commencement of work, delivery of services, acquisition of merchandise or equipment** a Certificate of Insurance and a policy endorsement covering items A, B & C must be delivered to the County Department responsible for the agreement, and to the County Risk Manager. A Certificate of insurance may be used to show coverage only.

ITEMS:

- A. **Steuben County**, 3 East Pulteney Square, Bath, N.Y., 14810 **shall be named as an additional insured** (for the purposes of coverage but not the payment of premium).
- B. **ACKNOWLEDGEMENT:** The insurance companies providing coverage acknowledge that the named insured is entering into a contract with Steuben County in which the named insured agrees to defend, hold harmless, and indemnify the County, its officials, employees and agents against all claims resulting from work performed, material handled and services rendered. The contractual liability coverage evidenced will cover the liability assumed under the County-Contractor agreement.
- C. Prior to non-renewal, cancellation or a change of coverage on this policy, at least thirty (30) days advance written notice shall be given to Steuben County Risk Manager at Steuben County Offices, 3 Pulteney Square East, Bath, N.Y. 14810

**Workers' Compensation Coverage will be required for anyone doing any kind of work for Steuben County. This includes self-employed individuals. The Steuben County Risk Manager may waive this requirement. Proof of Workers' Compensation Coverage must be submitted on NYS Workers' Compensation Board Approved Forms.**

**MINIMUM COVERAGES AND LIMITS ARE**

<b>TYPE OF CONTRACT</b>	<b>COVERAGES REQUIRED</b>	<b>LIMITS REQUIRED</b>
PROFESSIONAL SERVICES	<b>PROFESSIONAL LIABILITY</b>	MINIMUM \$1,000,000
	<b>AUTO LIABILITY TO INCLUDE: OWNED, HIRED &amp; NON OWNED</b>	MINIMUM \$1,000,000
	<b>WORKERS COMPENSATION</b>	STATUTORY
	<b>EMPLOYERS LIABILITY</b>	STATUTORY
	<b>DISABILITY BENEFITS</b>	STATUTORY
CONSTRUCTION & MAINTENANCE	<b>COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES &amp; OPERATIONS , PRODUCTS &amp; COMPLETED OPERATIONS , INDEPENDENT CONTRACTOR, CONTRACTUAL, BROAD FORM PROPERTY DAMAGE, (XCU HAZARDS)</b>	MINIMUM \$1,000,000
	<b>AUTO LIABILITY TO INCLUDE: OWNED, HIRED, &amp; NON OWNED</b>	MINIMUM \$1,000,000
	<b>WORKERS' COMPENSATION</b>	STATUTORY
	<b>EMPLOYERS LIABILITY</b>	STATUTORY
	<b>DISABILITY BENEFITS</b>	STATUTORY
ACQUISITION OF SUPPLIES OR EQUIPMENT	<b>COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PRODUCTS &amp; COMPLETED OPERATIONS , CONTRACTUAL, BROAD FORM PROPERTY</b>	MINIMUM \$1,000,000
	<b>WORKERS' COMPENSATION</b>	STATUTORY
	<b>EMPLOYERS LIABILITY</b>	STATUTORY
	<b>DISABILITY BENEFITS</b>	STATUTORY
COUNTY PROPERTY USED BY OTHERS	<b>COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES &amp; OPERATIONS , PRODUCTS &amp; COMPLETED OPERATIONS , INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR LEGAL LIABILITY</b>	MINIMUM \$1,000,000
	<b>AUTO LIABILITY TO INCLUDE: OWNED, HIRED, &amp; NON OWNED</b>	MINIMUM \$1,000,000
	<b>WORKERS' COMPENSATION</b>	STATUTORY
	<b>EMPLOYERS LIABILITY</b>	STATUTORY
	<b>DISABILITY BENEFITS</b>	STATUTORY
CONCESSIONAIRE SERVICES LIVERY SERVICES MUNICIPAL AGREEMENTS	<b>COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES &amp; OPERATIONS , PRODUCTS &amp; COMPLETED OPERATIONS , INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR</b>	MINIMUM \$1,000,000
	<b>AUTO LIABILITY TO INCLUDE: OWNED, HIRED, &amp; NON OWNED</b>	MINIMUM \$1,000,000
	<b>WORKERS' COMPENSATION</b>	STATUTORY
	<b>EMPLOYERS LIABILITY</b>	STATUTORY
	<b>DISABILITY BENEFITS</b>	STATUTORY

Bid specifications, particular contracts, leases or agreements may require increased limits and/or additional coverage. If there are questions please contact the Steuben County Risk Manager 607-664-2104 (R042011)

**Hydraulic Pump Assembly for Volvo EC360B Excavator (Serial # 360B11846)  
Pump (OE part # 14520050)**

**CERTIFICATE OF NYS WORKER’S COMPENSATION INSURANCE COVERAGE**

<p>1a. Legal Name and Address of Insured (Use street address only)</p>   <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p>	<p>3a. Name of Insurance Carrier</p> <p>3b. Policy Number of entity listed in box “1a”:</p> <p>3c. Policy effective period: to</p> <p>3d. The Proprietor, Partners or Executive Officers are: <input type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box “3” insures the business referenced above in box “1a” for workers’ compensation under the New York State Workers’ Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers’ compensation insurance policy.) The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box “2”.

*The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent or until the policy expiration date listed in box “3c”, whichever is earlier.***

Please Note: Upon the cancellation of the workers’ compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers’ Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers’ Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: \_\_\_\_\_ (Print name of authorized representative or licensed agent of insurance carrier)

Approved by: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)

Title:

Telephone Number of authorized representative or licensed agent of insurance carrier:

Please note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are NOT authorized to issue it.