



# PURCHASING DEPARTMENT COUNTY OF STEUBEN

3 EAST PULTENEY SQUARE  
BATH, NEW YORK 14810-1510  
(607) 664-2484

## LEGAL NOTICE:

Notice is hereby given that the County of Steuben will receive sealed bids per specifications for:

### **Polyethylene Bags, Document #GC-23-032-B**

Bid documents are available at the Purchasing Department, 3 East Pulteney Square, Bath, New York. Telephone number: 607-664-2484. These documents are also available on the Steuben County website at [www.steubencountyny.gov](http://www.steubencountyny.gov).

Interested parties assume all responsibility that their request for mailed proposal documents is executed.

Sealed bids on our prepared forms to be considered will be received at the Purchasing Department until 1:30 P.M. local time on Thursday, November 30, 2023. Bids will be opened and read publicly at this time.

Dated: November 16, 2023

---

Andrew G. Morse  
Director of Purchasing

**Polyethylene Bags**  
Document #GC-23-032-B

1. **Scope:**

The County of Steuben requires a continuous supply of various poly bags for use by various county departments and agencies. It is the intent of the county to contract with contractor(s) and to establish unit prices for these items for the stated contract term. Notwithstanding the details presented in the specifications, it shall be the responsibility of the contractors to verify the completeness of same to meet the intent of the specifications; it being understood that a complete reliable supply of products satisfactory to the county shall be required in all cases.
2. **Product Requirements:**

See bid proposal for detailed product requirements. Bags are to be low density / linear low density and hi density / hi molecular bags.
3. **Annual Usage:**

Quantities listed are an estimate only and should not be construed to represent either a maximum or minimum amount which will be purchased over the contract term. Delivery is to be made as ordered either weekly, bi-weekly or monthly.
4. **Descriptive Literature Required:**

Each contractor is to furnish with their bid product numbers, descriptive literature and specifications for each item offered. This information is required to establish, for the purpose of bid evaluation, details of the item(s) the contractor proposes to furnish. Failure to submit the descriptive literature may be cause for rejection of the bid.
5. **Samples:**

Contractors are requested to furnish five (5) of each bag being offered as samples and quality control verification. Each sample is to be properly identified with order number and description. Samples are to be furnished at no cost to the county. Samples are to be forwarded prior to bid opening and/or along with the bid. Required samples not supplied as requested may be considered as grounds not to consider the bid.
6. **Proven Products:**

All items offered in response to this invitation shall have been formally announced for general marketing purposes; be an item currently being used in a user, paying customer, environment and be an item currently in production and be capable of meeting or exceeding all county requirements.

7. **Other Items:**  
Poly bags not individually listed shall be available from the contractor at the same rate of discount as other items on the bid proposal.
8. **Bid Prices:**  
Prices for these items shall be firm for six (6) months. Poly bags not individually listed shall be available from the contractor(s) at the same rate of discount for catalog pricing and offered on other items.
9. **Contract Term:**  
One (1) year from date of award.
10. **Minimum Acceptable Standards:**  
As described in the detailed specifications.
11. **Minimum Bid Requirements:**  
Contractors are directed to bid all items as indicated on the bid proposal forms.
12. **Information to be Furnished with Bid:**  
Detailed specifications and literature shall be included and any deviations from the specifications on the bid form shall be explained in detail.

In the spaced provided, the contractor shall complete all information requested.

Failure to submit any of the above data may result in the rejection of the bid. Furthermore, the county reserves the right to request any additional information deemed necessary for the proper evaluation of this bid.

13. **Suppliers Qualifications:**  
Bids will be considered only from recognized manufacturers and/or their authorized dealers.
14. **Escalation/De-Escalation Clause:**  
Contractors shall give written notice to the County of any proposed increase or decrease from the prices bid, or contracted for, no less than thirty (30) days prior to the effective date of said increase or decrease.

Simultaneously with the written notice of the proposed increase or decrease and as substantiation for such proposed price variance, all contractors or contractors shall furnish certified copies of supplier advisories or notifications of price changes to the County.

The County reserves the right to audit and/or examine any pertinent books, documents, records or invoices relating directly to the bid or contract transaction in question after reasonable notice and during normal business hours.

No price increase will be considered or authorized in excess of the amount of price as increases to the contractor by their supplier or manufacturer and in this regard the County retains the right to determine whether or not such proposed increases are in its best interest. If it is determined that the proposed increases are not acceptable, the County reserves the right to cancel that particular respective bid or contract upon ten (10) days written notice of cancellation mailed to the address of the contractor.

15. **Purchase Orders:**

Purchase orders shall be effective and binding upon the contractor when placed in the mail addressed to the contractor at the address shown on their bid form.

16. **Compensation:**

Payment shall be rendered to the contractor(s) for satisfactory compliance with general terms, conditions and specifications of this bid. The County normally processes invoices for payment every two weeks, according to a regular established scheduled.

17. **Deliveries:**

All deliveries shall be made F.O.B. (vendor bears all shipping costs) ordering department or agency receiving room within the time frame specified. All delivered items shall be packed in suitable containers standard to the trade and in full conformance with all existing health and sanitation regulations governing such deliveries. An itemized delivery ticket shall be presented to the ordering department or agency with each delivery.

18. **State Contract Purchase:**

The County reserves the right to purchase items included in this bid from New York State contracts when available.

## GENERAL TERMS AND CONDITIONS

1. **Objective:**

This document is published in order to obtain competitive prices for the purchase of poly bags for various locations within Steuben County.

2. **Acquisition of Bid Documents:**

- 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.org](http://www.steubencountyny.org).
- b. Each contractor 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 contractor'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 contractor's qualifications to receive a contract award. Nor shall said receipt of these bid documents be interpreted an endorsement that the contractor's equipment, materials, products, and/or services are in compliance with the bid specifications.

3. **Document Number:**

- a. This document has been assigned the following number: GC-23-032-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 contractors that unless amended by, and only to the extent amended by, 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:**

Each contractor 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. 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:**

a. Prevailing Law - To all interested contractors – 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 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 contractors 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 contractor of equivalent equipment, product, or service from interested contractors 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 contractor to deviate from this document;

regardless of whether said deviation(s) is stated in the contractor's attachment(s) to its bid.

- ii. Further, the County shall not be bound by the contents and language expressed in the contractor's bid attachment(s) to its bid; including any attachment(s) submitted to the contractor by manufacturers, sub-contractors, suppliers, and other parties.

6. **Preparation of Bid Documents:**

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 contractor's signature shall be signed by the contractor or the contractor's authorized representative. Erasures and/or alterations shall be initialed by the individual whose signature appears on the bid forms.
- c. The contractor 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.
- 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:**

- a. Clause – By submission of this bid, each contractor and each person signing on behalf of any contractor 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 contractor 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 contractor and will not knowingly be disclosed by the contractor prior to opening, directly or indirectly, to any other contractor or to any competitor; and
  - 3. No attempt has been made or will be made by the contractor to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- b. The contractor shall submit a signed and dated Non-Collusive Bidding Certificate with its bid which is included in this bid document. Said certificate is mandated by Section 103-d of the General Municipal Law.

8. **Hold Harmless Clause and Form:**

- a. 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.



- b. The contractor shall submit a signed and dated Hold Harmless Clause form with its bid, which is included in this bid document.

9. **Iranian Energy Sector Divestment Certification:**

Contractor hereby represents that said contractor is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment".

By submission of this bid, each contractor and each person signing on behalf of any contractor 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 contractor is not on the list created pursuant to NYS Finance Law Section 165-a(3)(b).

The contractor shall submit a signed, notarized and dated Iranian Energy Sector Divestment Certification with its bid.

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

- a. This bid document includes an information sheet entitled: STEUBEN COUNTY STANDARD INSURANCE REQUIREMENTS (Appendix A). These requirements establish the minimum insurance(s) which the contractor(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 contractor's insurance lapses during the term of the contract, the County reserves, as its right, the right to cancel the contractor'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 contractor. Credit shall not be issued to the contractor where open market cost(s) to the County are less than the cost(s) contracted with the contractor.

- b. Additional Insured, Certificate Holder, and Bid Document Number -
  - i. Steuben County shall be named as an "Additional Insured" for purposes of coverage on a direct, primary, and non-contributory basis in the contractor's policy for all intents and purposes of contract(s) issued as a result of an award of this bid. Additional Insured shall read – Steuben County, 3 East Pulteney Square, Bath, NY 14810.
  - ii. Certificate Holder shall read – Steuben County, 3 East Pulteney Square, Bath, NY 14810.

- iii. The bid document number and the bid title shall be referenced in the description... / additional comments section of the Certificate of Insurance form.
- c. Each contractor 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 Director of Purchasing, 3 E. Pulteney Square, Bath, New York 14810.
- 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 contractor'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.

11. **Prevention of Sexual Harassment:**

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

Contractor 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 contractor and each person signing on behalf of any contractor 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).

12. **Sales Tax Exemption:**

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:**

a. The attention of each and all contractors 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 contractor 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, 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 contractor(s) 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.

- 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. **Equivalents:**

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.

15. **Supportive Documentation:**

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. Contractor 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 contractor shall note such deviation(s). Contractor shall include supportive documentation that clearly indicates the 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.

16. **Protection from Claim Against Or Equal:**  
In the event of any claim concerning or relating to the issue of equal or better or equal", the contractor 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.
17. **Addendum/Addenda:**
- a. If an addendum has been issued prior to the County's receipt of bids; Steuben County shall attempt to notify potential contractors known to have received the bid documents and whose contact information is on file with the County. Steuben County does not ensure the potential contractor's receipt of addendum. It shall be the responsibility of each contractor, 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 contractor sign, date, and include the addendum with its bid submittal. Failure to do so may result in rejection of bid.
18. **Multiple/Alternate Bid Submittal(s):**  
For those contractors intending to submit multiple/alternate bids in response to this bid solicitation; the contractors 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.
19. **Submittal of Bid(s):**
- a. For each bid it submits, the contractor 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." Information in this set shall prevail.
    - ii. One (1) set shall be stamped (or otherwise indicated) as being the "DUPLICATE" or "COPY."
  - b. Requirements for addressing the bid submittal envelope:
    - i. The bid shall be submitted in a sealed opaque envelope marked on the outside with: the contractor's name and

address and the designation: "Sealed Bid: Polyethylene Bags".

- ii. The envelope shall be addressed to Andrew G. Morse, Director of Purchasing, Steuben County Office Building, 3 E. Pulteney Square, Bath, New York 14810.
- b. Bids shall be received at the Purchasing Department at the time specified, at which time bids shall be opened and read publicly.
- c. Facsimile transmitted bids are not acceptable and shall be rejected.
- d. Security procedures are in effect at the Steuben County Office Building. Interested parties, especially contractors 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.
- e. 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 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.

20. **Late Bids:**

Contractors 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 contractor's risk. Late bids shall not be considered and shall be returned unopened.

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

- a. Steuben County reserves as its right, the right to require clarification from contractors for the purpose of assuring a full understanding of the contractor'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).

22. **Civil Rights:**

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 contractors 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 natural origin.

23. **Test:**

Steuben County reserves as its right the right to conduct tests to determine quality, informality, workmanship and economy of work performed by the polyethylene bag bid.

24. **Award of Bid:**

For the purposes of this bid and subsequent award(s), it is intended that award(s) be made on the lowest total price bid for low density bags and high density bags that meet bid specifications.

Note: To be considered for bid award all items in each bag category must be bid. A separate award for each bag category shall be made.

- a. Award(s) shall only be made to bids submitted by qualified, responsive, and responsible contractors 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)/contractor(s) in accordance with the best interest of Steuben County.
- 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.

25. **Executory Clause:**

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

26. **Assignability:**  
The contractor 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 Director of Purchasing or the Steuben County Administration Committee.
27. **Authorized Purchase(s):**  
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.
28. **Contractor's Failure to Comply:**  
The contractor'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.
29. **Sufficient Inventory, Equipment, and Staff:**  
Contractor 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 contractor 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 contractor. Credit shall not be issued to the contractor where open market cost(s) to the County are less than the cost(s) contracted with the contractor.
30. **Consistent quality:**  
All orders must meet with the same quality/weight as item samples accepted at award of the bid. Steuben County will not pay for any items which do not meet bid specifications and will not be responsible for return of said items.



31. **Cancellation of Contract:**

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

32. **Standard(s):**

It shall be understood by all parties that;

- a. Where in this bid document, compliance with a certain standard (or standards) is required, the contractor 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:

<u>Standard:</u>	<u>Established by:</u>
ASTM	American Society for Testing Materials
ANSI	American National Standards Institute
US-EPA/Federal EPA	United States Environmental Protection Agency
NYS DOT	New York State Department of Transportation

- b. Regardless of whether or not standards are specified herein, it shall be deemed a requirement that all contractors adhere to the most current government, industry and professional standards; regardless of whether those standards are established via dictum or common practice.

33. **Contractor's List:**

A contractor's list shall not be made available prior to the bid opening.

34. **Contact Personnel:**

Questions, concerns, and/or requests for clarification should be submitted in writing by November 22, 2023, and directed to: Andrew G. Morse, Director of Purchasing; telephone (607) 664-2484. [amorser@steubencountyny.gov](mailto:amorser@steubencountyny.gov).

35. **Purchases by Other Local Government and School Districts.**

**New York State General Municipal Law allows all political subdivisions of New York State to make purchases through the resulting contract(s). Services subject to Article 9 of the NYS Labor Law are excluded from this participation.**

- a. **The County of Steuben shall make all contract award information available to other political subdivisions through our website: [www.steubencountyny.org](http://www.steubencountyny.org).**
- b. Any other political subdivision will issue purchase orders directly to vendors within the specified contract period referencing the County's contract and shall be liable for any payments due on such purchase orders; and shall accept sole responsibility for any payment due.
- c. All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made.
- d. No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
- e. All bidders shall be on notice that as a condition of the award of a County contract, the successful bidder shall accept the award of a similar contract with any other political subdivision in New York State, if called upon to do so. The County, however, will not be responsible for any debts incurred by the participants pursuant to this or any other agreement.
- f. Necessary deviations from the County's specifications in the award of a participant contract, whether such deviations relate to quantities, color or delivery points shall be resolved between the successful bidder and the other political subdivisions.
- g. At no time shall any change to price and product specification be permitted, except where an item has been replaced by another item due to obsolescence. In this instance, the County must approve a change of product in WRITING for it to be valid. In the event a product substitution is approved, no change in price will be permitted except when the price is lower than the originally awarded price.

Proposal: Polyethylene Bags, Document #GC-23-032-B

Opening Date & Time: Thursday, November 30, 2023; 1:30 P.M. local time  
 Place: Purchasing Department

To: Andrew G. Morse, Director  
 Steuben County Purchasing Department  
 3 East Pulteney Square  
 Bath, New York 14810

We the undersigned agree to furnish and deliver the above titled item(s) in accordance with the specifications issued for same and subject to all terms, conditions and requirements provided therein and in the various bid documents, at the following price(s).

**For case cost, please fill in your case cost x County estimated usage = total extended price bid. Ex. \$00.00 x 0 cases = \$0.00.**

**Failure to fill in all boxes below for bag specifications could result in rejection of the bid.**

Low Density			
1	15x9x32, .8 mil Clear, 1000/case Minimum case Weight - 40.96# 20 case usage	Manufacturer:	Order number:
		Case quantity:	Bag cost:
		Bag thickness mils; gal capacity:	Case cost x usage = total extended price bid:
	Case weight:		
2	16x14x36, 1.0 mil Clear, 500/case Minimum case Weight – 36# 45 case usage	Manufacturer:	Order number:
		Case quantity:	Bag cost:
		Bag thickness mils; gal capacity:	Case cost x usage = total extended price bid:
	Case weight:		
3	23x17x46. 1.0 mil Clear, 250/case Minimum case Weight – 30.667# 15 case usage	Manufacturer:	Order number:
		Case quantity:	Bag cost:
		Bag thickness mils; gal capacity:	Case cost x usage = total extended price bid:
	Case weight:		
4	33x39, .8 mil Clear, 500/case Minimum case Weight – 34.32# 65 case usage	Manufacturer:	Order number:
		Case quantity:	Bag cost:
		Bag thickness mils; gal capacity:	Case cost x usage = total extended price bid:
	Case weight:		

Low Density			
5	37x50, 2.0 mil Clear, 100/case Minimum case Weight – 24.667# 15 case usage	Manufacturer:	Order number:
		Case quantity:	Bag cost:
		Bag thickness mils; gal capacity:	Case cost x usage = total extended price bid:
	Case weight:		
6	44x56, 1.5 mil 56 gal, gray, 200/case Minimum case Weight – 49.28# 18 case usage	Manufacturer:	Order number:
		Case quantity:	Bag cost:
		Bag thickness mils; gal capacity:	Case cost x usage = total extended price bid:
	Case weight:		
7	38x58, 2.0 mil 60 gal, black, 100/case Minimum case Weight – 29.387# 125 case usage	Manufacturer:	Order number:
		Case quantity:	Bag cost:
		Bag thickness mils; gal capacity:	Case cost x usage = total extended price bid:
	Case weight:		
8	44x56, 1.0 mil 56 gal, clear, 200/case Minimum case Weight – 32.853# 60 case usage	Manufacturer:	Order number:
		Case quantity:	Bag cost:
		Bag thickness mils; gal capacity:	Case cost x usage = total extended price bid:
	Case weight:		

<b>TOTAL PRICE BID FOR LOW DENSITY BAGS; THE SUM TOTAL OF ALL EXTENDED BID PRICES FOR ITEMS 1-8:</b>	
\$	Written in words:

High Density			
1	24x33, 8 microns Clear, 15 gal, 1000/case Minimum case Weight – 17.129# 23 case usage	Manufacturer:	Order number:
	Case weight:	Case quantity:	Bag cost:
		Bag thickness microns; gal capacity:	Case cost x usage = total extended price bid:
2	30x37, 10 microns Clear, 500/case Minimum case Weight – 15.004# 5 case usage	Manufacturer:	Order number:
	Case weight:	Case quantity:	Bag cost:
		Bag thickness microns; gal capacity:	Case cost x usage = total extended price bid:
3	36x48, 16 microns Clear, 44 gal, 250/case Minimum case Weight – 18.686# 5 case usage	Manufacturer:	Order number:
	Case weight:	Case quantity:	Bag cost:
		Bag thickness microns; gal capacity:	Case cost x usage = total extended price bid:
4	40x48, 13 microns Clear, 40-45 gal, 250/case Minimum case Weight – 16.869# 55 case usage Case weight:	Manufacturer:	Order number:
		Case quantity:	Bag cost:
		Bag thickness microns; gal capacity:	Case cost x usage = total extended price bid:

<b>TOTAL PRICE BID FOR HIGH DENSITY BAGS; THE SUM TOTAL OF ALL EXTENDED BID PRICES FOR ITEMS 1-4:</b>	
\$	Written in words:

Print or Type:

Company Name:	Address:
Name:	Signature:
Telephone Number:	Fax Number:
Federal Employer ID #:	Date:
Email address:	

#### 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)."

Steuben 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

Attachment "D"  
Certification Pursuant to Section 103-g  
Of the New York State  
General Municipal Law

IRANIAN ENERGY SECTOR DIVESTMENT  
Page 2

formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

- 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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

STATE OF NEW YORK)  
COUNTY OF STEUBEN) 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

**NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid, each contractor and each person signing on behalf of any contractor 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 contractor 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 contractor and will not knowingly be disclosed by the contractor prior to opening, directly or indirectly, to any other contractor or to any competitor; and
3. No attempt has been made or will be made by the contractor to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

PLEASE PRINT OR TYPE:

Company Name: \_\_\_\_\_

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

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

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

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

Federal Employer ID #: \_\_\_\_\_

Bid Name: \_\_\_\_\_



**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.”

PLEASE PRINT OR TYPE:

Company Name: \_\_\_\_\_

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

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

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

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

Federal Employer ID #: \_\_\_\_\_

Bid Name: \_\_\_\_\_

# Appendix A

## 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

TYPE OF CONTRACT	COVERAGES REQUIRED	LIMITS REQUIRED
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