



PURCHASING DEPARTMENT

COUNTY OF STEUBEN

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

Request for Quotation

DATE: November 16, 2023

RE: Bottled Water #GC-23-037-Q

Notice is hereby given that the Public Works Committee of the Steuben County Legislature and the Steuben County Department of Public Works will receive quotes per specifications for Bottled Water.

Specifications and proposal forms are available at the Steuben County Purchasing Department, 3 East Pulteney Square, Bath, New York 14810. Telephone number: 607-664-2484. These documents are also available on the Steuben County website at www.steubencountyny.gov.

Interested parties assume all responsibility and must satisfy themselves that their request for mailed specifications is executed.

Quotations on our prepared forms will be received until **1:30 P.M.** local time on **November 30, 2023** at the Purchasing Department, at which time they will be opened and publicly read.

Interested parties may contact Andrew G. Morse, Steuben County Department of Purchasing, 3 East Pulteney Square, Bath, New York 14810. Telephone number: (607)-664-2484.

Andrew G. Morse
Director of Purchasing

GENERAL TERMS AND CONDITIONS

1. **Objective:**
This quote document is published in order to obtain competitive pricing for:
Bottled Water.
2. **Acquisition of Quote Documents:**
 - a. Quote 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.
 - b. Each offeror bears sole responsibility for acquisition of quote documents. Request for quote documents to be forwarded is neither a guarantee nor an incurred obligation on the part of Steuben County to ensure requestor's receipt of quote documents; timely or otherwise.
 - c. Receipt of these quote 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 quote documents be interpreted an endorsement that the recipient's equipment, materials, products, and/or services are in compliance with the quote specifications.
3. **Document Number:**
 - a. This document has been assigned the following number:
GC-23-037-Q.
 - 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 Quote Documents:**
Each offeror shall examine all quote 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 quote solicitation shall be in writing and submitted to the Purchasing Department prior to the scheduled quote 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:**

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 any time during the term of any contract awarded as a result of this quote 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 quote document is to be considered an essential component of the quote document and subsequent contract(s) **AND** that the quote 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 quote 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 offeror's attachment(s) to its quote.
- ii. Further, the County shall not be bound by the contents and language expressed in the offeror's quote attachment(s) to its quote; including any attachment(s) submitted to the offeror by manufacturers, sub-contractors, suppliers, and other parties.

6. **Preparation of Quote Documents:**

Quotes must be submitted on the forms provided in the quote documents and prepared in the following manner:

- a. All quote 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 quote.
 - iv. Each price quote shall be expressed as a numerical dollar value; indicators such as ditto marks, arrows, etc. are not acceptable.
- b. All forms requiring the offeror's signature shall be signed by the offeror or the offeror's authorized representative. Erasures and/or alterations shall be initialed by the individual whose signature appears on the quote forms.
- c. The offeror shall submit the quote in accordance with the quote documents and shall not make any changes in the wording of the quote forms or make any stipulations or qualify the quote in any manner.
- d. Unless otherwise specified by Steuben County, all quotes are required to be: **FOB Destination, freight allowed. Destination to be designated by the County.**
- e. All quotes shall be firm for a period of forty-five (45) days from the quote opening date; during which time the County shall render its decision.

7. **Non-Collusive Bidding Clause and Certificate:**

- a. Clause –

“By submission of this quote, each offeror and each person signing on behalf of any offeror certifies, and in the case of a joint quote, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

 - i. The prices in this quote 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 offeror or with any competitor;
 - ii. Unless otherwise required by law, the prices which have been quoted in this quote have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly, to any other offeror or to any competitor; and
 - iii. No attempt has been made or will be made by the offeror to induce any other person, partnership or corporation to submit or not to submit a quote for the purpose of restricting competition.”
- b. The offeror shall submit a signed and dated Non-Collusive Bidding Certificate with its quote. Said certificate is mandated by Section 103-d of the General Municipal Law. Reference the **“NON-COLLUSIVE BIDDING CERTIFICATE”** form included in this quote document.

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

- 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 offeror shall submit a signed and dated Hold Harmless Clause form with its quote. Reference the "**HOLD HARMLESS CLAUSE**" form included in this quote document.

9. 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).

10. 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.

11. Equivalents:

Where, in the quote 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 quote documents, will be considered and may be accepted. The decision of the County as to equal will be final.

12. 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. Offeror shall offer the equipment/material/products/services which come closest to meeting these specifications. **Where deviation(s) from the specifications contained herein is necessary, the offeror shall note such deviation(s). Offeror shall include supportive documentation that clearly indicates the equipment/material/products/services they quote is equivalent to that specified herein. Failure to detail all such deviations will comprise sufficient grounds for rejection of the entire quote.**

13. **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 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.

14. **Addendum/Addenda:**

- a. If an addendum has been issued prior to the County's receipt of quotes; Steuben County shall attempt to notify potential offerors known to have received the quote documents and whose contact information is on file with the County. Steuben County does not ensure the potential offeror's receipt of addendum. It shall be the responsibility of each offeror, prior to submitting its quote, 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 offeror sign, date, and include the addendum with its quote submittal. Failure to do so may result in rejection of quote.

15. **Submittal of Quote(s):**

- a. For each quote it submits, the offeror shall **submit two (2) sets of its quote**; 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 quote submittal shall prevail.
- b. **Requirements for Addressing the Quote Submittal Envelope :**
 - i. The quote shall be submitted in a sealed opaque envelope marked on the outside with: the offeror's name and address and the designation: **"Sealed Quote – Bottled Water"**.

- ii. 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. Quotes 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 quotes shall be opened and read publicly.
- d. Facsimile or other electronically transmitted quotes 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 quotes 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 quote submittal must be received at the Purchasing Department by the appointed hour. 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.

- 16. **Late Quotes:**
Offerors shall bear sole responsibility for the delivery of their quote in a timely manner. Reliance upon the U.S. Postal Service or other carriers is at the offeror's risk. Late quotes shall not be considered and shall be returned unopened.
- 17. **Right of County to Seek Clarification, Accept or Reject Quote(s), etc.:**
 - a. Steuben County reserves as its right, the right to require clarification from offerors for the purpose of assuring a full understanding of the offeror's responsiveness to the solicitation requirements.
 - b. Steuben County reserves as its right; the right to accept or reject any and all quotes (or separable portions thereof), the right to waive irregularities and technicalities, and the right to request resubmittal of quotes (re-quote).

18. **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 offerors that it will affirmatively ensure that any contract awarded as a result of this quote solicitation will be awarded without discrimination on the grounds of race, color, sex or natural origin.
19. **Award of Quote:**
For the purposes of this quote and subsequent award(s), **it is intended that one (1) award be made to the lowest "In toto Price Quote"**.
- a. Award(s) shall only be made to quotes submitted by qualified, responsive, and responsible offerors 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.
 - b. Award of quote is not made at the quote opening. All quotes 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 quotes by the County shall not be construed as authority to bind the County.
20. **Executory Clause:**
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 quote document and resultant contract(s).
21. **Assignability:**
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.
22. **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.
23. **Awardee's Failure to Comply:**
The awardee's failure to perform in compliance with the quote 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.

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

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 quote 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.

25. **Cancellation of Contract:**

Steuben County reserves, as its right, the right to cancel the contract(s) resulting from an award of this quote 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 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.

26. **Standard(s):**

It shall be understood by all parties that;

- a. Where in this quote 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":

<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 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

27. **Interchangeable Terminology:**

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

- a. Steuben County, County and Owner.
- b. Steuben County Commissioner of Public Works.
- c. Quote Documents, Quote Solicitation, and Quote Specifications. **Note:** This document is a **"Request for Quote" (RFQ)**. Submittals received in response to this document shall be evaluated and awarded in accordance with Steuben County policy as it applies to RFQ's. It shall be understood by all parties that wherein this document the word "bid" is used, it is actually intended to indicate the word "quote".
- d. Awardee, Contractor, and Vendor.

28. **Offerors List:**

A "Offerors List" shall not be made available prior to the quote opening.

29. **Contact Personnel:**

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

GENERAL INFORMATION AND REQUIREMENTS

Contract Term:

The contract shall be effective from the date of an executed agreement through December 31, 2024, with the option of renewal for up to four (4) one-year terms, upon mutual consent of both parties.

Scope of Work:

The work required by this specification consists of furnishing all labor, material, equipment and related items necessary to supply bottled water, dispensers and supplies to various Steuben County departments. There are currently 16 locations with 20 dispensers.

Schedule:

Deliveries to be made on weekdays, Monday thru Friday, between the hours of 8:30 A.M. to 4:00 P.M.

Deliveries:

As enumerated in chart below.

Qualifications:

The County shall be free to make any inquiries it deems necessary to ascertain the qualifications of the offeror and/or the accuracy of statements made by the offeror as to its qualifications.

Bottles/ Dispensers Required and Delivery Locations:

ALL DISPENSERS TO BE HOT/COLD

During the summer months many of the shops will require extra water and/or more frequent deliveries. The Shop foremen will make arrangements as needed.

LOCATION	# of BOTTLES	# of DISPENSERS
Wayland Transfer Station	6	2
Cohocton Highway Shop	10	1
Prattsburgh Highway Shop	12	1
Kanakadea Park*	6	1
Hornell Transfer Station	6	2
Howard Highway Shop	12	1
Bath Landfill	16	2
Soil Lab	1	1
Pre-Treatment Plant	4	2
Workfare @ yellow bldg. (Station #2 Mt. Washington Shop)	12	1
Greenwood Highway Shop	10	1
Woodhull Highway Shop	12	1
Bridge Shop**	16	1
Curtis Highway Shop	10	1
Caton Highway Shop	7	1
Station #3 (Mt. Washington Shop)	12	1

*The Park will need a 2nd Dispenser and at least 4 extra bottles in the summer.

**The Bridge shop has a rack for 16 bottles. Because of limited space, never leave full or empty bottles on the floor unless asked for extra for a limited time.

DIRECTIONS TO PUBLIC WORKS SHOPS

1- **WAYLAND TRANSFER STATION** Dieter Rd is a turn off of State Route #63 between Dansville and Wayland NY.

2 - **COHOCTON HIGHWAY SHOP** Exit 390 at Cohocton (exit #2) and make a left onto Loon Lake Rd off the ramp. Follow this down to State Route #415 and make a right at the stop sign. Stay on SR 415 thru town to the light and turn right. You are still on SR 415. The shop is on the west (right) side approximately 1/2 mile south of the Village of Cohocton.

3 - **PRATTSBURG HIGHWAY SHOP** Exit I-86 at Kanona (exit #37). [390 ended as you passed Avoca and I-86 is picked up.] Make a left off the ramp onto State Route #53. Follow SR 53 into the Village of Prattsburg (it is a number of miles). In the Village make a right turn onto County Road 74 & go east approximately 2 miles. The shop is at the intersection of CR 74 and CR 77.

4 - **KANAKADEA PARK (1)** From I-86 North of Hornell take exit 34 and follow State Route #36 south and turn right (west) onto County Road 66. The Park entrance is 2 1/2 miles on the left. **(2)** From I-86 West of Hornell take exit 33 as if going to Almond. Turn left (north) onto State Route #21. Follow SR 21 approximately 1 mile and turn left onto CR 66. Park entrance is less than a mile on the right.

5- **HORNELL TRANSFER STATION** From I-86 North of Hornell take exit 34 and follow State Route #36 south exit onto County Road 64 (East Avenue).

6- **HOWARD HIGHWAY SHOP** Exit I-86 at Howard (exit #35). Turn right onto County Road 70A in the Village of Howard. The shop is approximately 1/2 mile further down on the left.

7- **BATH LANDFILL** Exit I-86 at Bath (exit #38). Turn left off the ramp and follow the road to the traffic light. Make a left turn onto State Route #415 and follow SR 415 north out of town. Make a left onto County Road 15 (Knight Settlement Road) and travel up the hill approximately 3 1/2 miles. Make a **left** onto the Turnpike Road. The gates to the Landfill are on the right as you go up the hill.

8- **SOIL LAB** Follow the directions to the Bath Landfill above. Pass the Bath Landfill and the Soil Lab is a short distance down on the left.

9- **PRE-TREATMENT PLANT** Again, follow the directions to the Bath Landfill. Pass the Landfill and the Soil Lab and the Pre-Treatment Plant is also down on the left just beyond the Soil Lab.

10- **MT WASHINGTON SHOPS** Exit I-86 at Bath (exit #38). Make a left off the ramp and follow the road to the traffic light. At the light go straight, this is State Route 415 (Washington Blvd). Travel straight thru the 2nd traffic light to the 3rd traffic light. Make a left turn at the 3rd light onto State Route #54. Stay on SR 54 bearing right at the V. Go north approximately 1 mile to the next traffic light. At the light turn right onto County Road 113 (Mount Washington-Argus Hill Rd). The shops are approximately 1/2 mile down on the left. Station 2 is the big yellow machine shop and Station 3 is the green shop at the back of the lot.

11- **GREENWOOD HIGHWAY SHOP** From I-86 North of Hornell take exit 34 and follow State Route #36 all the way south thru Canisteo to State Route #248. Turn right onto SR 248 and travel to the intersection of SR 248 and SR 417. Turn left onto SR 417. The shop is approximately 500 feet further down on the right.

12- **WOODHULL HIGHWAY SHOP** From I-86 North of Hornell take exit 34 and follow State Route #36 south all the way to the Town of Jasper. Travel straight thru onto State Route #417. Woodhull shop is approximately 8 miles further down on the right.

13- **BRIDGE SHOP** From I-86 North of Hornell take exit 34 and follow State Route #36 south to Canisteo. At the first traffic light in Canisteo make a left turn onto Depot Street. Cross the Railroad tracks and turn right. This is County Road #128 which will become CR119. Stay on CR 119 until you come to the Bridge shop on your left.

14- **CURTIS HIGHWAY SHOP** Exit I-86 at Campbell (exit#41). Make a left off the ramp onto County Route #333. Follow CR333 it will "T" at State Route #415. At the stop sign turn right onto SR 415. The shop is less than a mile down on the left.

15- **CATON HIGHWAY SHOP** Exit I-86 at Gibson (exit #47). From the Gibson exit ramp go left at the traffic light and cross the bridge. At the next traffic light turn left and bear left thru the stop/go light. This goes into South Corning. Make a right at the next traffic light onto State Route #225. Stay on SR 225 into Caton. In Caton go south on County Road #32. Travel approximately 1/4 mile and turn right onto Corduroy Rd. The shop is approximately 1/4 mile further down on the right.

Request for Bottled Water

Document # GC-23-037-Q

Return Quotations: Before 1:30 P.M. local time on Thursday, November 30, 2023.

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

Quote Page

Pursuant to and in compliance with this request for quotation, we the undersigned hereby propose to supply all labor, material, equipment and related items required to perform the above captioned work. Pricing to include delivery charges.

5 Gallon Bottles, Per Bottle	Cost	Cost written in words
quantity 1 – 4	\$	
quantity 5 – 9	\$	
quantity 10 +	\$	
bottle deposit	\$	

Dispenser Monthly Rental	Cost	Cost written in words
hot/cold	\$	

Cups	Cost	Cost written in words
quantity per sleeve	\$	
quantity per case	\$	

Filters	Cost	Cost written in words
cost each	\$	

PLEASE NEATLY PRINT OR TYPE:

Company/Name:	
Signature:	
Address:	
Telephone Number:	Fax Number:
Federal Employer Identification Number:	

NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this quote, each offeror and each person signing on behalf of any offeror certifies, and in the case of a joint quote, 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 quote 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 offeror or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this quote have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly, to any other offeror or to any competitor; and
3. No attempt has been made or will be made by the offeror to induce any other person, partnership or corporation to submit or not to submit a quote for the purpose of restricting competition.

PLEASE PRINT OR TYPE:

Company Name: _____

Company Address: _____

Name: _____

Title: _____

Signature: _____

Federal Employer ID #: _____ Date: _____

Telephone No.: _____ Fax No.: _____

Quote Title: _____

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: _____

Federal Employer ID #: _____ Date: _____

Telephone No.: _____ Fax No.: _____

Quote Title: _____

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

Quote 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