

CONTRACT AWARD NOTIFICATION

TITLE	Polyethylene Liners: MASTER AGREEMENT
CONTRACT NUMBER	RFB-WC-17180
CONTRACT PERIOD	August 1, 2017 to July 31, 2018
DATE OF ISSUE	August 1, 2017
COUNTY DEPARTMENTS	Airport, Corrections, Emergency Medical Services, Environmental Facilities, Labs & Research, Park, Public Safety Public Works, Transportation.
SPECIFICATIONS	As incorporated in the Invitation for Bids

ADDRESS INQUIRES TO:

COUNTY DEPARTMENTS & VENDORS	POLITICAL SUBDIVISIONS
Name : Dianne Munro Title : Senior Buyer Phone : 914-231-1315 Fax : 914-231-1546 E-mail: dmm6@westchestergov.com	Customer Service Name : Dianne Munro Phone : 914-231-1315 Fax : 914-231-1546 E-mail: dmm6@Westchestergov.com

Vendor # 994563
CALICO INDUSTRIAL SUPPLY, LLC
 9045 Junction Drive
 Annapolis Junction, MD 20701

Contact: Christopher Hartnett
Phone: (800) 638-0828
email: bids@calicoindustrial.com

Terms: Net 30
 FOB Destination
 Delivery 15 Days ARO

GENERAL TERMS AND CONDITIONS

A. INFORMATION FOR BIDDERS

A1. Each bid must be in a separate sealed envelope and addressed to the **County Purchasing Agent at the County of Westchester Bureau of Purchase and Supplies, 375 Executive Blvd., 2nd Floor, Elmsford, NY 10523** and shall have endorsed on the envelope the name and address of bidder, the date and time of Bid opening, and the Bureau of Purchase Bid number.

A2. **In order to be valid, all bids must be properly signed and received by the Bureau by the time and date specified.** It is recommended that proposals be submitted in advance to the specified due date and time to allow for a timely receipt. Late bids will not be considered.

A3. All bids must be priced per unit specified in the bid.

A4. All quotes should be for **new** equipment unless otherwise stated.

A5. Specifications contained herein are intended to be descriptive and not restrictive and to indicate the quality and the characteristics of the product that will be satisfactory. **The use of a brand name, if listed, is for the purpose of describing the standard of quality, performance, and characteristics desired and are not intended to limit or restrict competition.** Bids offering an equivalent will be considered if such product is clearly identified in the bid and are determined by the County of Westchester Purchasing Department to fully meet the salient characteristic requirements referenced in this inquiry. BPS will be the sole judge of the acceptability and may reject any bid for any reason including, but not limited to, Westchester County's inability to determine that the item is an equivalent.

A6. Bidder shall note any deviation from specifications or the indicated brand clearly on the BPS bid form and submit circulars, specification sheets or samples with the bid as explanation. **BPS reserves the right to accept equals when approved by the County, however, if exception is not noted on bid, the bidder is required to deliver brand specified.** Only adding attachments to bid response is not acceptable.

A7. **FUEL SURCHARGES:** Westchester County will not pay any type of fuel surcharge on any items or contract. Any fuel surcharge added will be deleted from any payments made to vendor.

A8. **SAMPLES:** When required must be delivered prior to the bid opening and free of charge. Samples will be returned at bidder's expense and bidder is required to arrange for pick up.

A9. Full consideration is given to items meeting specifications and made with recycled materials.

A10. The County encourages and supports significant participation by business enterprises that are minority and/or woman owned for County contracts and purchases. We encourage all certified MBE and WBE to register their business online with our Office of Economic Development at www.Westchestergov.com/mwob to receive additional benefits.

A11. Bidder must warrant that the goods shall be delivered free of the rightful claim of any third person by way of infringement of patents, trademarks or copyright and that Bidder will, at his expense, defend any claims

charging such infringement and will save the County harmless from all expensed, adverse judgments or losses resulting from such claim. In the event that such a rightful claim is made the Bidder shall either 1) secure permission for the County to rightfully use the goods; or 2) replace the goods with equivalent goods free and clear from all rightful claims for infringement of patents, trademarks or copyright; or 3) refund to the County the full purchase price of the goods.

A12. Vendors protesting or disputing bid specifications must do so in writing during the bid opening period (prior to the due date) to be considered. Such protests must be in the possession of the Bureau of Purchase and Supplies three working days prior to the bid opening. Verbal protests may not be entertained.

A13. Should the vendor fail to perform as required by the specifications, the County may cancel the order and terminate the order/contract. In such event, the County will assume no responsibility for, nor will it reimburse the vendor for any expense or loss to the contractor because of such termination or cancellation. County will then purchase products/service on the open market and chargeback the difference to the defaulting vendor. The decision of the County Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the vendor.

A14. **NON ASSIGNMENT:** In accordance with NYS General Municipal Law 109, at no time during the duration of any contract resulting from this bid, shall the successful vendor be allowed to assign any portion of this contract to a third party without express written consent from Westchester County.

A15. If Bidder is a corporation, the Bid shall be signed in its correct corporate name by a duly authorized officer.

A16. If the Bidder is a partnership, the Bid shall be signed in the full name of the partnership by a duly authorized partner.

A17. **BID DISTRIBUTION:** Westchester County officially distributes its bidding documents through the Empire State Purchasing Group's Bid Notification System or from our Bureau of Purchase and Supplies office directly. Copies of bidding documents obtained from any other sources are not considered official copies. Only those vendors who obtain bidding documents from either the Empire State Purchasing Group's Bid Notification System or from our Bureau of Purchase and Supplies office are guaranteed to receive addendum information, if such information is issued. If you have obtained this document from another source, it is recommended that you obtain an official copy. Westchester County does not offer or supply anyone a list of people who have obtained a copy of these bid specifications.

A18. In the event of any conflict between the terms of this agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this agreement shall be controlling.

A19. Any vendor receiving an award as a result of this bid recognizes that this agreement does not grant the vendor the exclusive right to perform the work for the County and that the County may enter into similar agreements with other vendors on an "as needed" basis.

B. AWARD INFORMATION

B1. Awards may be made by individual item, grouped items or lot. The County reserves the right to reject any or all bids or any portion thereof.

B2. The Purchasing Agent reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the bidder meet the requirements set forth herein and are sufficient to insure the proper performance in the event of an award. The bidder must be prepared, if requested, to present evidence of experience, ability and financial standing. If it is found that any of these criteria are not satisfactory, the County may reject bids. It is not obligatory to make any such examinations however.

B3. The County of Westchester reserves the right to extend the use of bid pricing, in the event that the same item is required again, within a 12 month period of award.

Such extension shall be at the same prices, terms and conditions as set forth in the initial bid and must be mutually agreeable to both the vendor and the County of Westchester.

B4. For price and service agreements that go beyond a one-time purchase, The County of Westchester reserves the right to extend the contract under the same terms and conditions for up to twelve (12) months from date of expiration provided such extension is mutually agreeable to both the County and the Vendor.

B5. MATERIAL SAFETY DATA SHEETS: On any order containing a hazardous chemical, vendor must provide one (1) copy of the Material Safety Data Sheet for each item type with the shipment.

B6. SPECIAL NOTE REGARDING PUBLIC BID

OPENINGS: If this "Invitation For Bid" contains many line items and it is anticipated that there may be multiple responses, it may render an oral reading of every line item bid in every bid at the time of opening as impractical. Subsequent to bid opening, a bid summary sheet will be prepared and made available.

C. PAYMENT

C1. EFT POLICY: The County of Westchester remits vendor payments via an Electronic Funds Transfer ("EFT") program known as Vendor Direct. **In lieu of receiving a check from the County, payments are remitted by EFT and automatically credited to the vendor's designated bank account at the vendor's financial institution.** Vendors doing business with Westchester County, who are not already enrolled in the Vendor Direct program, will be required to promptly complete and submit an EFT authorization form supplied by the County in order to be paid. In rare cases, a hardship waiver may be granted if vendor presents proof that it is warranted. Any bidder taking exceptions to this requirement may be considered non responsive and bid may be rejected.

C2. PREPAYMENTS: Prepayments prior to shipment of item(s) ordered as a result of this bid will not be permitted unless specifically stated in the bid specifications set forth by the County of Westchester.

C3. Purchases by the County of Westchester are NOT subject to any Federal, State and Local Taxes. Do not include any of these taxes when bidding or invoicing.

C4. Westchester County does not complete credit applications. All Prices are in US Currency. Federal ID# 13-6007353.

C5. Third party billing is not acceptable unless approved by the Purchasing Agent.

D. DELIVERY

D1. **Prices shall be net, F.O.B. destination** including transportation and delivery charges fully prepaid by the bidder to destination indicated in the proposal unless otherwise instructed in the bid specifications.

D2. Failure to deliver items or equipment that do not meet County specifications or are not received within the specified delivery time may be cause for cancellation of the order and vendor declared irresponsible. Any additional costs incurred by the county may be charged to original vendor. The decision of the County Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the vendor.

D3. All items delivered must be guaranteed against faulty materials and workmanship. Deliveries of incorrect or faulty items will be rejected and returned to sender at vendors' expense.

D4. All deliveries are to be considered PLATFORM DELIVERY unless otherwise indicated.

D5. Where deliveries are inside, such deliveries must be made to the specific floor, or area specified.

E. PURCHASES BY OTHER SCHOOL DISTRICTS AND GOVERNMENTS

E1. As per New York State General Municipal Law, all political subdivisions of New York State are allowed to make purchases through the resulting contract(s), if mutually agreeable by both parties.

E2. All political subdivisions will make purchases directly to vendors within the specified contract period referencing the County's contract and shall be liable for any payments due on such purchases and shall accept sole responsibility for any payment due.

E3. All Purchases shall be subject to audit and inspection by other political subdivisions for which the purchase was made.

E4. 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.

E5. Necessary deviations from the County's specifications in the award of a participant contract, whether such deviations relate to quantities or delivery points shall be resolved between the successful bidder and the other political subdivisions.

F. LAWS & EXECUTIVE ORDERS

F1. Bidder agrees to comply with the provisions of Executive Order No. 6-2007 which requires that all toys, jewelry or other similar items intended for use by children under the age of six which are sold to the County are lead-free and further agrees to complete a lead free merchandise certification upon award if applicable to the subject of this bid.

F2. The contractor shall comply with all the provisions of the laws of the State of New York and the United States of America which affect municipalities and municipal contracts, and more particularly the Labor Law, the General Municipal Law, The Workmen's Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Law, Rules and Regulations, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein.

F3. All items furnished shall comply in all respects with applicable Federal, State and County status, rules orders and regulations, including but not limited to the Federal Food, Drug and Cosmetic Act and subsequent decisions of the Department of Agriculture or any other administering agency.

F4. If the Bidder is an unincorporated business firm other than a partnership and a trade name is used, the bid shall be signed by the person(s) conducting the business. If applicable, the certificate required by the New York State General Business Law, Section 130 must be filed with the County Clerk of Westchester County.

F5. 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:

(a) 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.

(b) 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 to any competitor: and

(c) 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.

F6. The bidder certifies that this bid is made without any connection with any other person making a bid for the same purpose, and is in all respects fair and without collusion or fraud, and that no elected official or other officer or employee or person whose salary is payable

in whole or in part from the County Treasury, is directly or indirectly interested therein, or in the supplies, materials and equipment to which it relates, or in any portion of the profits thereof. This provision shall not apply in instances of direct or indirect holdings of less than 1% of the stock of a corporation.

F7. If this project is a "Public Work" project and is subject to all the provisions contained in the New York State Labor Law. Any Contractor submitting a bid on this project shall acknowledge that said project is a "Public Work". Contractor shall comply with all the provisions of the Labor Law, including but not limited to Article 8, 8-A and 9 of said Law. Contractor shall pay prevailing wages as defined by said Law to all laborers, workers and mechanics, and shall require all subcontractors to do the same. In order to ensure compliance with these provisions, the County shall be entitled to review and/or audit the Contractor's payroll records from time to time and may require the Contractor to make such records available to the County either at the Contractor's place of business or at a location designated by the County. The Contractor and subcontractor(s) if any shall submit to the County with all requests for payment, certified payrolls or transcripts of the original payroll record, subscribed and affirmed as true under the penalties of perjury.

F8. Any bidder indicating a State of New York or Federal GSA contract as the basis for their bid must complete this bid form fully and agree to the County's use of the bid as the sole document supporting the price(s), terms and conditions offered herein.

F9. IRANIAN ENERGY SECTOR DIVESTMENT:

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 each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State finance law. The vendors signature on the bid form will be considered certification that the vendor is in compliance with all aspects of this regulation.

revised 10/10/2013

Polyethylene Liners

It is the intent of the County of Westchester to establish “on file” pricing for polyethylene liners to be used for trash bins/cans at various facilities throughout the County of Westchester.

Please quote your delivered prices for polyethylene liners to the County of Westchester for a period of one (1) year, starting with the date of award. Prices will be used as “on file” prices to be held firm for the agreement period. Orders will be placed on an as-needed basis during the contract period.

Contract period is one (1) year, with the option to renew for up to four (4) additional one (1) year periods, at the same contract pricing, terms and conditions as set forth herein, upon mutual consent, in writing, prior to the expiration date.

Price Adjustments:

All pricing shall remain firm for the first year from the date of award. Prior to each renewal period the vendor or the County may request a price adjustment. The vendor shall give the County a minimum of thirty (30) calendar day’s notification of any request for a price adjustment. Said adjustment may at no time exceed the increase in **Series ID PCU3252113252111 Thermoplastic resins and plastic materials of the Producers Price Index (PPI) Industry Data**. Price escalation must be verified to the satisfaction of the purchasing office. However, price decreases are subject to implementation at any time and shall be immediately conveyed to the County. The contractor shall document the amount and proposed effective date of any general change in the price of materials. The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

Quantities shown are approximate and Westchester County does not guarantee a minimum order quantity of any amount. Vendor hereby waives any claim by reason of change in estimated quantities.

Vendors are to offer only one (1) price per item. Bids offering more than one (1) price per item or multiple bids may be subject to disqualification.

Vendor’s guaranteed delivery time must be within 15 calendar days of receipt of order. Delivery time may be a basis for the award of this bid. Vendors not delivering within the bid time frame are subject to purchase order and award cancellation at vendor’s cost.

There are to be no delivery charges or fuel surcharges of any kind added to vendor’s bid response. This bid is for delivered prices with no minimum order quantity.

Minimum of three (3) sample bags are required for each size and color indicated. Samples MUST be correct size and color of the bid item references. Samples must be submitted prior to or at the time of the bid opening. Samples are to be submitted in separate package from the bid documents, each sample bearing the bidder's name, the bid item number and the corresponding bid number. Do not include bid document with samples. Failure to provide samples may be grounds to immediately disqualify a bid submission.

No substitutes allowed. Bidders must submit pricing for the items specified herein. Deviations in size, weight, or color may be grounds for disqualification.

In the event of a change in liner specifications and/or requirements resulting in the necessity for the addition of a different type of liner that does not appear on the bid, the purchasing agent, at his discretion, shall negotiate a mutually acceptable price with the vendor. This negotiated price shall become part of this agreement and remain in effect for the duration of this agreement. The vendor shall be responsible for submitting on company letterhead, confirmation of the negotiated price.

Deliveries shall be randomly tested at delivery locations. Vendors found to deliver incomplete orders, or liners failing to meet all specifications, shall have shipment returned to vendor, at vendor's cost, plus any other costs incurred by the County of Westchester to test the liners.

Vendor must replace rejected liners within one (1) week of complaint and shall show intent to perform in accordance with all specifications. Failure to do so, the County of Westchester intends, without limiting any other right and remedy to which it is entitled, to purchase the liners at the best obtainable price on the open market and to hold the vendor liable for the difference between the amount of vendor's bid and the price Westchester County pays, plus all costs incurred in doing so. Vendor will also be declared an irresponsible vendor and will no longer be permitted to participate in bids for the County of Westchester.

Prices, terms and conditions contained herein must be extended to any political subdivision within Westchester County. Political subdivisions are responsible for their own orders and payments.

Delivery points will be at various locations throughout the County of Westchester.

Method of award:

Bid shall be awarded by line item. However, the County reserves the right to award to one vendor in its entirety by utilizing the estimated quantities as a multiplier and adding all extension totals in order to determine a low gross award.

POLYETHYLENE LINERS

RFB-WC-17180

Item	Commodity Code	Linear Low Density - Cylindrical	Item Number	UOM	CALICO INDUSTRIAL
1	6652420016	33x40 3.0 mil black 100/case 23.8 lbs.	Calico 9910329	CASE	16.94
2	6652420017	33x40 3.0 mil clear 100/case 23.8 lbs.	Calico 9910323	CASE	21.40
3	6652400018	38x60 3.0 mil black 100/case 41.0 lbs	Calico 9911522	CASE	29.64
4	6652400019	38x65 3.0 mil black 100/case 44.5 lbs	Calico 9911523	CASE	31.74
5	6652400020	44x48 3.0 mil black 100/case 39.0 lbs.	Calico 9910403	CASE	26.20
6	6652400021	36 x 60, 3.0 mil black 100/case 39.0 lbs	Calico 9910558	CASE	29.64
7	6652400025	23x17x48 3 mil clear 100/cs 32 lbs.	Calico 9910474	CASE	24.20
8	6652400027	40x46 1.2 mil clear 100/cs 15.53 lbs	Calico 9911396	CASE	12.20
9	6652400028	38x58 1.4 mil clear 100/cs 20.5 lbs	Calico 9910742	CASE	17.32
10	6652400029	42.5x48 2.0 mil clear 100/cs 27.2 lbs.	Calico 9911526	CASE	20.97
		High Density			
11	6652400001	34x48 25 mic black 150/cs 27.2 lbs.	Calico 9930633	CASE	12.77
12	6652400002	34x48 25 mic clear 150/cs 27.2 lbs.	Calico 9930634	CASE	11.43
13	6652400004	24x33 8 mic clear 1000/cs 16.0 lbs.	Calico 9970081	CASE	14.44
14	6652400005	38x60 24 mic black 150/cs 19.0 lbs.	Calico 9930555	CASE	16.84
15	6652400006	20x22 6 mic clear 2000/cs 13.9 lbs	Calico 9930015	CASE	16.40
16	6652400007	24x24 8 mic clear 1000/cs 12.5 lbs.	Calico 9970080	CASE	11.24
17	6652400008	30x37 13 mic black 250/cs 19.2 lbs.	Calico 9930529	CASE	9.14
18	6652400009	33x40 24 mic black 250/cs 20.0 lbs.	Calico 9930622	CASE	15.64
19	6652400010	33x40 17 mic black 250/cs 14.5 lbs.	Calico 9930578	CASE	12.94
20	6652400011	37x45 13 mic black 250/cs 14.0 lbs.	Calico 9930623	CASE	13.24
21	6652400012	43x48 24 mic black 200/cs 26.8 lbs.	Calico 9930624	CASE	18.98
22	6652400013	38x60 24 mic black 150/cs 14.5 lbs.	Calico 9930625	CASE	14.74
23	6652400014	38x64 24 mic black 100/cs 15.8 lbs.	Calico 9930292	CASE	12.94
24	6652400015	54x84 26 mic black 50/cs 15.9 lbs.	Calico 9930198	CASE	11.91
25	6652400024	38x60 22 mic clear 150/cs 14 lbs	Calico 9930178	CASE	15.44