



CONTRACT DATA SHEET

Monroe County Division of Purchasing
200 County Office Building, Rochester NY 14614

TITLE:	WASTE BAGS
CONTRACT #:	0807-21 (7700000097)
CONTRACT DATES:	10/21/2021 - 09/30/2025
BUYER:	Regina Boss
PHONE:	585-753-1129
FAX:	585-753-1104
VENDOR:	#11125282 Interboro Packaging Corp 114 Bracken Rd Montgomery, NY 12549 845-782-6800 Abraham Jeremias EMAIL: abraham@interboropackaging.com

BP #0807-21
TERMS AND CONDITIONS

BID ITEM:

WASTE BAGS

FOR:

Various Departments

**PURCHASING
CONTACT:**

Regina Boss, (585) 753-1129; rbooss@monroecounty.gov

The Buyer, identified above, is the sole point of contact regarding this Bid from the date of issuance until the bids are opened and the results made public.

Regina Boss
Monroe County Division of Purchasing
200 County Office Building
39 West Main Street
Rochester, NY 14614

Email: rbooss@monroecounty.gov

All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later than **noon (12:00 PM Eastern Standard Time) on Friday, September 10, 2021.**

All questions will be answered and documented in writing as an Addendum to the Bid. These will be sent out to all Bidders who received the original Bid no later than **Thursday, September 16, 2021.**

DUPLICATE COPIES:

PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.

BID INFORMATION:

At the time of bid, the bidder shall supply detailed specifications covering the item(s) contained herein and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.

**SUBMITTAL OF
FORMAL PROPOSAL**

Bid proposal must be legible and submitted in the original form, bearing an original signature. **EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.**

All bidders must submit proof that they have obtained the required **Workers' Compensation and Disability Benefits Insurance** coverage or **PROOF** that they are exempt. (Visit www.wcb.ny.gov for forms.)

**SPECIFICATION
ALTERATIONS:**

Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. **Only formal written addenda can materially alter this set of specifications.** No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.

QUANTITIES:

The quantities listed are the estimated annual requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term.

BRAND REFERENCE:

References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient performance record to show the articles will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.

QUALIFIED BIDDER:

Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, references and performance of similar contracts. **The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to their ability to perform.** Monroe County reserves the right to reject any and all bids if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.

METHOD OF AWARD:

Monroe County intends to award the bid to the lowest responsive and responsible bidder, based on the **TOTAL**. **Bidder must bid on all items in order to be considered.** **The County reserves the right to reject any and all bids** if the Purchasing Manager deems said action to be in the best interest of the County.

CONTRACT TERM:

Contract will start with the date of the contract award and run through **September 30, 2022**, with the option to extend the contract for up to four (4) additional twelve (12) month terms with the mutual consent of both parties.

PRICE CHANGES:

Price changes may be proposed by either party no later than thirty (30) days prior to contract extension, based upon manufacturer price changes which must be supported with documentation. Should price changes not be acceptable to both parties, the contract will not be extended. Prices may change only at the time of extension.

MINIMUM ORDER:

No minimum order is specified for this contract. Agencies must be able to order as needed. Individual departments will place their orders on a as need basis with varying quantities. **Political subdivisions and others authorized by law may participate in this contract.**

DELIVERY:

All deliveries to be F.O.B. Monroe County to agency as specified by a Purchase Order. Deliveries must be made within **two (2) weeks** after receipt of purchase order number. The County reserves the right to terminate the contract in the event the specified delivery time is not met.

**PURCHASE ORDER
ISSUANCE:**

Delivery of goods may be directed by the receipt of a Purchase Order only. **Items that are not part of this bid will not be paid for by Monroe County.** As to all purchase orders issued by Monroe County, exceptions may only be authorized, in writing, by the Purchasing Manager or her authorized agent prior to delivery.

BILLING
PROCEDURE:

All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, Stock or Catalog #, List Price, Discount, Extension and Total. **ALL INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.**

UNCONTEMPLATED
PURCHASES:

Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.

SUBCONTRACT:

The Contractor shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager.

RELATED ITEMS:

The County reserves the right to add miscellaneous related items to this contract during the contract term upon agreement by both parties as to the price. Pricing must be consistent with contract. Approval must be given in writing by the Purchasing Manager or her Designee.

REPORT OF
PURCHASE:

The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered, to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.

OTHER AGENCIES:

The Contractor(s) **must** honor the prices, terms and conditions of this contract with political subdivisions or districts located in whole or in part within Monroe County. In addition, the contractor may, but is not required to, extend the prices, terms and conditions of this contract to any other political subdivision or district. Usage of this contract by any of these other political subdivisions or districts will have to be coordinated between that subdivision or district and the contractor. Orders placed against this contract between any subdivision or district will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

INDEMNIFICATION:

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

EQUAL PAY
CERTIFICATION:

Prior to the execution of this Agreement, the Contractor shall submit to the County an Equal Pay Certification ("Certification") affirming the Contractor's compliance with the Federal Equal Pay Act, 29 USC § 206 and New York State Labor Law §194, as amended from time to time ("Equal Pay Laws"). As set forth in the Certification, the Contractor's violation of one or more of the Equal Pay Laws or its filing of a false or misleading Certification during the term of this Agreement may constitute grounds for the County in its sole discretion to immediately terminate the Agreement and for determining the Contractor to be not qualified to participate in future Monroe County contracts.

BP #0807-21
GENERAL SPECIFICATIONS FOR WASTE BAGS

Material and Construction:

- All bags shall be made of low density resin for maximum stretch and tear resistance.
- Bags shall be gusseted.
- Bags must meet or exceed the net poly weight and minimum gauge thickness as specified.
- These are minimum standards. Bags not meeting these minimum standards will be rejected.

(Net Poly Weight is defined as the total weight of the case count of bags minus the carton)

Samples:

- ALL BIDDERS MUST SUBMIT FIVE (5) EXACT SAMPLES OF EACH BAG OFFERED AT BID OPENING UNLESS OFFERING THE EXACT MANUFACTURER'S BAGS LISTED ON THE UNIT PRICE SHEET. SAMPLES MUST BE CLEARLY MARKED WITH THE BID ITEM NUMBER AND MANUFACTURER'S PART NUMBER.
- APPROXIMATE REPRESENTATIONS FOR SIZE, COLOR AND WEIGHT WILL NOT BE ACCEPTABLE AND SHALL BE CAUSE FOR REJECTION.
- FAILURE TO SUBMIT SAMPLES AT BID OPENING SHALL ALSO BE CAUSE FOR REJECTION.

Multiple Bids:

Bidders are cautioned against submitting multiple bids. Reference Monroe County General Specifications Article III, paragraph 6.

BP#0807-21
WASTE BAGS
UNIT PRICE SHEET

<u>ITEM #</u>	<u>MATERIAL</u>	<u>DESCRIPTION</u>	<u>GAUGE</u>	<u>PRICE/CASE</u>
1	1047938	GLOPAK #INT-1717-MED,CLEAR, MED WT,17X17, .35 MIL, 1,000/CS	0.35	\$18.67
2	1047939	GLOPAK #INT-2021-REG,CLEAR, REG WT,20X21, .35 MIL, 2,000/CS	0.35	\$27.32
3	1047941	GLOPAK #INT-2424-REG,CLEAR, REG WT,24X24, .35 MIL, 1000/CS	0.35	\$31.47
4	1047942	GLOPAK #INT-3037-MED,CLEAR, MED WT,30X37, .45 MIL, 500/CS	0.45	\$26.91
5	1047943	GLOPAK #INT-161436-X-HVY,CLEAR, 16X14X36, X-HEAVY WT, .70 MIL, 250/CS	0.70	\$19.96
6	1047944	GLOPAK #INT-3340-H,CLEAR, HEAVY WT,33X40, .45 MIL, 500/CS	0.45	\$34.83
7	1047945	GLOPAK #INT-4048-H,CLEAR, HEAVY WT,40X48, .45 MIL, 250/CS	0.45	\$24.37
8	1047946	GLOPAK #INT-231746-X-HVY,CLEAR, 23X17X46, X-HEAVY WT, .65 MIL, 250/CS	0.65	\$33.82
9	1047947	GLOPAK #INT-231658-SUPER EX-TUFF,CLEAR, SUPER HEAVY TUFF, 23X16X58, 2.00 MIL, 100/CS	2.00	\$45.79
10	1047948	GLOPAK #INT-231039-HVY, CLEAR, 23X10X39, HEAVY WT, .60 MIL, 250/CS	0.60	\$31.47
11	1047949	GLOPAK #INT-221658-X-HVY,BLACK, 22X16X58, X-HEAVY WT, .65 MIL, 200/CS	0.65	\$36.84
12	1047966	GLOPAK #INT-231039-SUPER-EX-TUFF-1.35,BLACK, 23X10X39, SUPER HEAVY TUFF WT, 1.35 MIL, 250/CS	1.35	\$51.41
13	1047967	GLOPAK #INT-231039-SUPER-EX-TUFF-1.80,BLACK, 23X10X39, SUPER HEAVY TUFF WT, 1.80 MIL, 250/CS	1.80	\$78.25
14	1047950	GLOPAK #INT-231746-SUPER EX-TUFF,BLACK, 23X17X46, SUPER HEAVY TUFF WT, 2.00 MIL, 100/CS	2.00	\$34.62
15	1047951	GLOPAK #INT-221658-SUPER EX-TUFF,BLACK, SUPER HEAVY TUFF WT, 22X16X58, 1.80 MIL, 100/CS	1.80	\$40.75

MONROE COUNTY PURCHASING
Vendor Performance Survey

Contract Title: _____

Contract Number: _____

Vendor: _____

Please rank the vendor performing the contract specified on a scale from "1" to "10" with "1" being poor, "5" average and "10" excellent. Please include any additional comments or suggestions in the space provided below. Monroe County Purchasing appreciates your input.

	Poor				Average					Excellent
	1	2	3	4	5	6	7	8	9	10
Item(s) supplied met specifications										
Product provided value (taking into account price, quality, etc.)										
Timeliness of delivery										
Completeness and accuracy of order										
Ability to contact representatives of vendor when needed? (If unavailable was call back prompt?)										
Invoices received promptly and accurately										
Recommendations received from the vendor (ie. product information, cost saving strategies, ideas for better use of resources, etc.)										

Survey Completed by:

Name: _____

Title: _____

Agency: _____

Telephone: _____ Fax: _____

E-mail: _____

Please submit this survey to Monroe County Purchasing.