



CONTRACT DATA SHEET

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

TITLE: WASTE BAGS

CONTRACT #: 0802-16 (4700007374)

CONTRACT DATES: 10/03/2016 - 09/30/2017

BUYER: Greg Hart
PHONE: 585-753-1135
FAX: 585-324-1379

VENDOR(S): Vendor# 108002
Economy Products & Solutions
1175 East Main St.
Rochester, N.Y. 14609
585-482-5340
585-482-2089 (Fax)
Email: bdhanley@economypaper.com
abehr@economypaper.com

Greg Hart
Buyer

XC: BP FILE
BUYER
VENDOR
S. WILCOX

BP0802-16
TERMS AND CONDITIONS

BID ITEM: WASTE BAGS

FOR: VARIOUS AGENCIES

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

Gregory Hart
Monroe County Division of Purchasing
200 County Office Building
39 West Main Street
Rochester, NY 14614
Email: ghart@monroecounty.gov

All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later than close of business (5:00 PM Eastern Standard Time) **8/19/2016**

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 **8/23/2016**

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 coverage or proof that they are exempt.

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 on are the estimated annual requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term. Estimates are based upon actual annual usage for 2011-2016 by County departments only.

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 his 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 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, 2017**, with the option to renew the contract up to four (4) additional twelve (12) month periods 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. 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. Delivery costs must be built into the unit prices bid. **Deliveries must be made within one (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 articles 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, BP#, Item #, 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.

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. 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, school districts, fire districts or other district or public authority located entirely or partly within Monroe County. Usage of this contract by any of these other political subdivisions or agencies or corporations will have to be coordinated between that subdivision or agency or corporations and the contractor. Orders placed against this contract between any subdivision or agency or corporation 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.

BP0802-16

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.

Terms & Conditions-Term Contract-Commodity-Single Award.doc (8/03)

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 MANUFACTUER'S BAGS LISTED ON THE UNIT PRICE SHEET. SAMPLES MUST BE CLEARLY MARKED WITH THE BID ITEM NUMBER AND MANUFACTUER'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.

I#	MATERIAL	COMMODITY DESCRIPTION	GAUGE	PRICE /CASE
01	1031615	COLONIAL CBC17L CLEAR, REGULAR WEIGHT, 13X4X17, 1000/CS	0.35	\$8.85
02	1031616	COLONIAL CBC21L CLEAR, REGULAR WEIGHT, 12X8X21, 1000/CS	0.35	\$12.47
03	1031617	COLONIAL CXC23L CLEAR, REGULAR WEIGHT, 15X9X23, 1000/CS	0.35	\$15.91
04	1031618	COLONIAL CXC36M CLEAR, MEDIUM WEIGHT, 16X14X36, 250/CS	0.45	\$9.97
05	1031619	COLONIAL CXC3036HC CLEAR, X-HEAVY WEIGHT, 16X14X36, 250/CS	0.70	\$15.40
06	1031620	COLONIAL CXC39M CLEAR, HEAVY WEIGHT, 23X10X39, 250/CS	0.45	\$11.76
07	1031621	COLONIAL PXC39XH CLEAR, X-HVY TUFF WEIGHT, 23X10X39, 100/CS	1.35	\$13.55
08	1031622	COLONIAL CXC46M CLEAR, MEDIUM WEIGHT, 23X17X46, 250/CS	0.45	\$16.55
09	1031623	COLONIAL CXC46H CLEAR, X-HEAVY WEIGHT, 23X17X46, 250/CS	0.65	\$22.07
10	1031624	COLONIAL CXC58AH CLEAR, HEAVY WEIGHT, 22X16X58, 200/CS	0.65	\$23.19
11	1031625	COLONIAL MC3858X5C CLEAR, SUPER HVY TUFF WT, 22X16X58, 100/CS	2.00	\$29.12
12	1031626	COLONIAL CXC39H CLEAR, HEAVY WEIGHT, 23X10X39, 250/CS	0.60	\$14.79
13	1031627	COLONIAL CXB58AH BLACK, X-HEAVY WEIGHT, 22X16X58, 200/CS	0.65	\$23.19
14	1031628	COLONIAL TGG39XH BLACK, X-HVY TUFF WEIGHT, 23X10X39, 100/CS	1.35	\$12.10
15	1031630	COLONIAL TGG39XXH BLACK, SUPER HVY TUFF WT, 23X10X39, 100/CS	1.80	\$16.47
16	1031631	COLONIAL MC4046X5B BLACK, SUPER HVY TUFF WT, 23X17X46, 100/CS	2.00	\$24.08
17	1031632	COLONIAL TGG58XXH BLACK, SUPER HVY TUFF WT, 22X16X58, 100/CS	1.80	\$27.89