

COUNTY of ULSTER
Purchasing Department



CONTRACT AWARD

Title: Office Supplies Catalog

Contract Period: January 1, 2025 through December 31, 2025

Possible Extensions: Four (4) Additional One (1) Year Period(s)

Date of Revision:

BID No: RFB-UC24-042

Ulster Catalog: Essendant, Available at biggestbook.com

Authorized Users: Ulster County, all Political Subdivisions throughout New York State

Address Inquiries To:

Name: Brenden Boughton
Title: Buyer
Phone: (845) 340-3999
Fax: (845) 340-3434
E-mail: bbou@co.ulster.ny.us

Description

The purpose of this bid is to establish a discount percentage off of List Prices for the purchase of a full-line catalog offering of Office Supplies by all members of the Empire Procure Connect Alliance and others authorized by law.

Awarded Vendor	Name/Address/Contact	Contact Information
American Printing & Office Supplies	Jessica Kohler 867 Flatbush Road Kingston, NY 12401	Ph: (845) 336-4555 (ext. 1100) F: (845) 336-7717 Email: Jkohler@amerprint.com

COUNTY OF ULSTER

PURCHASING DEPARTMENT

100 DEVELOPMENT COURT
KINGSTON, NEW YORK 12401
(845) 340-3400/FAX (845) 340-3434

JEN METZGER
Ulster County Executive

EDWARD M. JORDAN
Director of Purchasing

PETER J. ESPOSITO
Deputy Director of Purchasing



December 13, 2024

Jessica Kohler
American Printing & Office Supplies
867 Flatbush Road
Kingston, NY 12401

RE: RFB-UC24-042 OFFICE SUPPLIES CATALOG

Dear Ms. Kohler:


We are pleased to inform you that American Printing & Office Supplies is the awarded bidder for the above-mentioned bid for Ulster County and the Empire State Procurement Alliance. The award document is attached.

This bid award is effective from January 1, 2025 through December 31, 2025. The contract may be extended, by mutual agreement between the County and the vendor, for up to four (4) additional one (1) year periods under identical conditions and at the discounts offered in the Bid Response. Discounts will remain firm for the entire contract period.

The certificates of insurance requested by the specifications are already on file with this office. American Printing's proof of NYS Disability expires before the beginning of the new contract term. Please be sure to send in updated certificates as they expire.

As per the terms of the solicitation, this contract will participate in the Empire Procure Connect Marketplace. Please note that all orders for Ulster County will originate from this department with a purchase order number. Political Subdivisions utilizing this contract will issue their own purchase orders and be responsible for payments on their purchase orders.

Thank you for your participation in this cooperative solicitation. We look forward to continued business with you.

COUNTY OF ULSTER
By  Owner
Ed Jordan
Director of Purchasing

CONTRACT SIGNATURE PAGE

Solicitation No.: RFB-UC24-042

Contract Name: OFFICE SUPPLIES CATALOG

Contract Term: January 1 2025 – December 31, 2025 with Four (4) Possible One (1) Year Extensions

Upon receipt of the attached Contract Award Notification a Contract shall be deemed executed and created with the successful Bidder(s) upon the Purchasing Director's mailing or electronic communication to the address on the bid of i) a Letter of Acceptance; or ii) a fully executed contract; or iii) a Purchase Order authorized by the Purchasing Director.

This Contract is between the County of Ulster Purchasing Department, 100 Development Court, Kingston, NY 12401 (County) and American Printing & Office Supplies, 867 Flatbush Road, Kingston, NY 12401 (Supplier).

The Contract Documents include the attached documents:

1. Solicitation – RFB-UC24-042 OFFICE SUPPLIES CATALOG, including Empire State Procurement Alliance and Empire Procure Connect Terms and Conditions.
2. American Printing's Response to RFB-UC24-042, including bid price return pages.
3. Appendix A – County of Ulster – General Conditions

COUNTY OF ULSTER:

SUPPLIER:

By: Edward M. Jordan

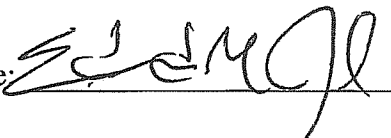
By: Jessica Kohler

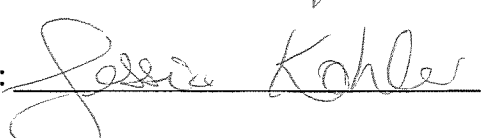
Printed Name

Printed Name

Title: Director of Purchasing

Title: Office Manager

Signature: 

Signature: 

Date: 12-13-24

Date: 12-16-24

COUNTY OF ULSTER – PURCHASING DEPARTMENT 100 DEVELOPMENT COURT, KINGSTON, NY 12401 PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing		
BID NAME: OFFICE SUPPLIES CATALOG	BID NO. RFB-UC24-042	- 30 -

BIDDER NAME: AMERICAN PRINTING
TOFFICE SUPPLIES

BID PRICE RETURN FORM (Page 2 of 3)

In the table below, please enter the Discount from List Price for the Office Supplies Catalog offered per Delivery Region.
 Please list the specific Catalog offered.

NAME OF CATALOG OFFERED ESSENDANT

<u>SCHEDULE OF ITEMS</u>	Region 1	Region 2	Region 3	Region 4*	Region 5	Region 6	Region 7	Region 8*	Region 9
ITEM #1 - OFFICE SUPPLIES AND <u>ALL</u> CATALOG ITEMS except those listed below and excluding custom printed items and customized date stamps.			57%	59%	55%				
ITEM #2 – RIBBONS, TONER AND PRINTER INK CARTRIDGES			36%	36%	34%				
ITEM #3 - ALL ELECTRIC ITEMS WITH POWER CORDS - Including appliances, audio-visual equipment, televisions, etc. <u>Anything with a power cord.</u>			26%	26%	26%				

*Regions in which current EPC members are located.

NOTE: Items #1, #2, and #3 will be awarded in whole to one Bidder per Delivery Region.

Bidders may be awarded one, multiple, or all Delivery Regions.

Any catalog offered other than United Stationer's/Essendant (available online at biggestbook.com) or SP Richard's (available online at iteminfo.com) must be comparable in size of selection and approved by Ulster County and the Alliance.

COUNTY OF ULSTER – PURCHASING DEPARTMENT 100 DEVELOPMENT COURT, KINGSTON, NY 12401 PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing		
BID NAME: OFFICE SUPPLIES CATALOG	BID NO. RFB-UC24-042	- 31 -

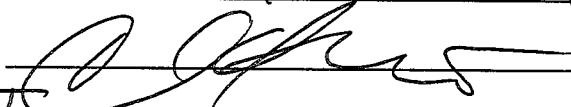
BID PRICE RETURN FORM (Page 3 of 3)

Delivery Regions

Please note, current Empire Procure Connect Members Ulster, Orange, and Rockland Counties are located in Region 4. Current Empire Procure Connect Member Chemung County is located in Region 8. The Alliance anticipates that new Municipal Members will join the Alliance during this contract period. The resulting contract award is anticipated to be used by municipalities throughout New York State.

Region	Area	Counties
Region 1	Long Island	Nassau, Suffolk
Region 2	New York City	Bronx, Kings (Brooklyn), New York, Queens, Richmond (Staten Island)
Region 3	Hudson Valley East	Dutchess, Putnam, Westchester
Region 4	Hudson Valley West	Rockland, Orange, Ulster, Sullivan
Region 5	Albany/Capital	Albany, Columbia, Delaware, Fulton, Greene, Montgomery, Otsego, Rensselaer, Schenectady, Schoharie
Region 6	Adirondack	Clinton, Essex, Franklin, Hamilton, Saratoga, Warren, Washington
Region 7	Syracuse	Cayuga, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence
Region 8	Finger Lakes	Broome, Chemung, Chenango, Cortland, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne, Yates
Region 9	Buffalo	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

BIDDER NAME: AMERICAN PRINTING + OFFICE SUPPLIES

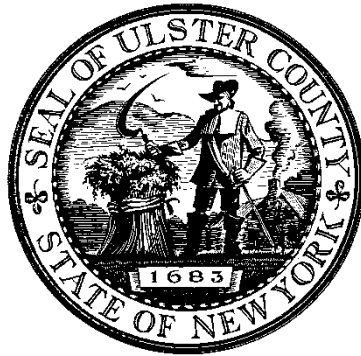
AUTHORIZED SIGNATURE: 

PRINT NAME: CHRIS FRANCO

TITLE: VICE-PRESIDENT

REQUEST FOR BIDS
for
Office Supplies Catalog

Issued by:
The County of Ulster



In collaboration with Orange, Rockland, & Chemung
Counties



Solicitation Number: RFB-UC24-042

Bids for the above referenced solicitation number and title will be received
until 3:00 PM on November 14, 2024 via electronic solicitation submission
accessed through BIDNET DIRECT or by physical submission delivered to the
Ulster County Purchasing Department.

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

BID NAME: OFFICE SUPPLIES CATALOG

BID NO. **RFB-UC24-042**

- 2 -

INVITATION TO BID AND NOTICE TO BIDDERS

DATE: **October 24, 2024**

NOTICE IS HEREBY GIVEN THAT SEALED BIDS ARE SOUGHT AND REQUESTED FOR THE FOLLOWING:

BID NAME: **OFFICE SUPPLIES CATALOG**

BID NUMBER: **RFB-UC24-042**

PLACE OF OPENING: Ulster County Purchasing,
100 Development Court
Kingston, NY 12401

DATE OF OPENING: **November 14, 2024**

TIME OF OPENING: **3:00 P.M.**

CONTACT PERSON: **Brenden Boughton; Buyer**
Phone: 845-340-3999
Email: bbou@co.ulster.ny.us

It is the bidder's responsibility to read the attached Bid Specifications and GENERAL CONDITIONS, which outline bidding rules of the Ulster County Purchasing Department. Upon submission of bid, it is understood that the bidder has read, fully understands and will comply with said GENERAL CONDITIONS and specification requirements.

IMPORTANT NOTICE: Bid distribution - Copies of Bid Documents obtained from any source other than directly from Ulster County are not considered official copies. Only those bidders who obtain bidding documents from Ulster County Purchasing or the Ulster County website are guaranteed to receive addendum information if issued. **If you have obtained this document from a source other than Ulster County Purchasing or its website, it is recommended that you obtain an official copy.**

By: Edward Jordan, Director of Purchasing

PLEASE RETAIN THE BID DOCUMENT FOR YOUR RECORDS

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

BID NAME: OFFICE SUPPLIES CATALOG

BID NO. **RFB-UC24-042**

- 3 -

BID SUBMISSIONS

Sealed or Electronic Bids will be received at the Ulster County Purchasing Department located at **100 Development Court, Kingston, N.Y. 12401 until 3:00 P.M. on November 14, 2024.**

Bids may be submitted electronically via the Empire Procure Connect System accessed through the BidNet Direct Website www.bidnetdirect.com/new-york or delivered in hard copy to the Ulster County Purchasing Department, at the above address. Please refer to the below instructions for submitting your bid electronically or physically.

ACCESSING BID ONLINE

To access Empire Procure Connect bids on BidNet Direct, visit www.bidnetdirect.com/new-york. Vendors must first register for either the free service or the paid service at that site. The paid service **is not required** to obtain Empire Procure Connect bids. When logged into BidNet Direct, click on **County of Ulster** from the list of participating agencies; click on the *title of the bid* or search the *NIGP codes*.

Once the solicitation you are interested in has been located, clicking on it will automatically redirect vendors to the Empire Procure Connect system, where solicitation specifications and bid forms can be downloaded, pricing can be submitted, and all required bid return forms can be uploaded.

ELECTRONIC BID SUBMISSION PROCEDURES

- Requested pricing and required bid documents shall be received by the date and time specified herein and may be submitted electronically via the Empire Procure Connect System accessed through the Empire State Purchasing Group at www.bidnetdirect.com/new-york.
- Electronic bid submissions received after the specified deadline will not be considered.
- Submit any unit pricing, if applicable, in accordance with the line items provided.
- Complete and upload all required bid forms as one single PDF document with your bid submission. After accessing the bid and being redirected to Empire Procure Connect, locate the bid documents and the link to attach required bid return forms on the attachments tab.
- If correctly submitted, Bidders will receive notification that their quote submission has been finalized.
- If submitting Electronic bids, hard copy bids are not required to be submitted.
- Please contact Empire State Bid System vendor support for any technical questions related to your submissions at 1-800-835-4603 Press Option #2.
- **BID RETURN FORMS MUST BE COMPLETELY EXECUTED, INITIALED, SIGNED, AND NOTARIZED WHERE REQUIRED AND UPLOADED WITH YOUR BID SUBMISSION.**
- **FAILURE TO COMPLY MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE AND REMOVED FROM CONSIDERATION FOR AWARD**

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

BID NAME: OFFICE SUPPLIES CATALOG

BID NO. **RFB-UC24-042**

- 4 -

PHYSICAL BID SUBMISSION PROCEDURES

- Deliver the bid documents in-person OR via mail to the Ulster Purchasing Department located at 100 Development Court, Kingston, NY 12401.
- BIDDERS **MUST** SUBMIT BID IN **SEALED** ENVELOPE.
- PLEASE PRINT ON THE FACE OF **OUTSIDE/ MAILING** ENVELOPE:
 - 1) NAME & ADDRESS OF BIDDER
 - 2) BID NAME & NUMBER.
- **BID RETURN FORMS MUST BE COMPLETELY EXECUTED, INITIALED, SIGNED, AND NOTARIZED WHERE REQUIRED AND SUBMITTED WITH YOUR BID SUBMISSION.**
- **FAILURE TO COMPLY MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE AND REMOVED FROM CONSIDERATION FOR AWARD**

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

BID NAME: OFFICE SUPPLIES CATALOG

BID NO. **RFB-UC24-042**

- 5 -

EMPIRE STATE COOPERATIVE PROCUREMENT ALLIANCE

The Counties of Chemung, Orange, Rockland, and Ulster (“Organizing Local Governments”), all being municipal corporations in the State of New York, have organized the Empire State Cooperative Procurement Alliance (“Alliance”) to serve all public participating entities (as discussed below) through the creation of a procurement cooperative to issue cooperative bids, operate and maintain an esourcing, contract management and marketplace e-procurement system, and enable Alliance members to be in compliance with New York State bidding requirements, in identifying suppliers of commodities, good and services, and to realize the potential economies, including administrative cost savings.

The Organizing Local Governments of the Alliance have acted in accordance with section 119-o of the New York State General Municipal Law to cooperatively create the Alliance to fulfill their respective public and governmental purposes, needs, objectives and programs, and have additionally determined that public participating entities as described below shall be permitted to join the Alliance.

The purpose of this Request for Bids is to establish contracts with qualified bidders to provide competitive pricing for Office Supplies Catalog to all public participating entities (as discussed below). The County of Ulster (“County”) is requesting bids for RFB-UC24-042 OFFICE SUPPLIES in furtherance of the Alliance. This solicitation intends to replace expiring contracts awarded by the County. The Request for Bids will be used to create a new contract for the County and all Alliance Members (as defined below). Any contract resulting from this solicitation will be a permissive cooperative contract (“Contract”) that may be used by public participating entities as described below.

Public Participating Entities

New York State political subdivisions and others authorized by New York State law may participate in the resulting Contract from this solicitation. These include, but are not limited to, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations through the Empire Procure Connect Marketplace administered by the Alliance. There are currently 57 counties (outside NYC), 62 cities, 933 towns, 531 villages 690 school districts, 37 boards of cooperative educational services, 36 community colleges, 411 library districts, and 1803 fire companies/departments located in New York State that can make purchases through contracts awarded by the County on behalf of the Empire State Cooperative Procurement Alliance and made available through its online marketplace - ***Empire Procure Connect Marketplace (“EPC Marketplace”)***.

Empire Procure Connect and the EPC Marketplace have been developed in partnership with Periscope (as defined below) to streamline the selling process for public participating entities in New York. It is both a technology system and a cooperative purchasing program. Suppliers can establish their marketplace presence in the EPC Marketplace by utilizing Empire Procure Connect for this solicitation. In partnership with the Alliance, Periscope can develop additional marketing campaigns to promote the product and services awarded under this solicitation in the EPC Marketplace.

To be eligible for the award, the bidder agrees, by submission of a bid, to fully cooperate with the Alliance and Periscope (and any authorized agent) to integrate the bidder’s presence in the EPC Marketplace.

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

BID NAME: OFFICE SUPPLIES CATALOG

BID NO. **RFB-UC24-042**

- 6 -

**EMPIRE STATE COOPERATIVE PROCUREMENT ALLIANCE’S
TERMS AND CONDITIONS**

These terms and conditions are incorporated into the awarding County’s contractual terms and conditions and apply to the awarding contract. All references below to “Contractor” shall mean the bidder awarded the Contract.

1. Empire State Cooperative Procurement Alliance

- a. Alliance is a county cooperative purchasing program in the State of New York facilitated by the Empire State Cooperative Procurement Alliance, which is comprised of Chemung, Orange, Rockland, and Ulster counties. The Contract is a permissive cooperative contract that may be used by other Public Participating Entities as described below.

2. Public Participating Entities

- a. New York State political subdivisions and others authorized by New York State law may participate in the Contract. These include, but are not limited to, local governments, public authorities, boards of cooperative educational services (BOCES), public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations through the Empire Procure Connect Marketplace administered by the Alliance.
- b. “Alliance Member” means a public participating entity conducting purchases pursuant to a cooperative contract established by the Alliance. The County is also an Alliance Member and may be included in references to same herein.

3. Quarterly Sales Reporting

As of the effective date of the Contract awarded from this solicitation, the Contractor shall be required to submit a quarterly report documenting all Sales made under the Contract (“Quarterly Sales Report”). “Sales” shall mean total invoices for Net Purchases. “Net Purchases” means the total gross purchases, less any credits, taxes, regulatory fees, and separately stated shipping charges not included in unit prices, procured by Alliance Participant, regardless of whether the EPC Marketplace is used as part of the purchase process. The Quarterly Sales Report shall be submitted directly to Periscope using the Reconciler portal (Periscope’s reporting tool to which a link shall be provided to Contractor), or otherwise as reasonably directed by Periscope and/or the County, no later than thirty (30) calendar days after the end of each calendar quarter. The calendar quarters will end September 30th, December 31st, March 31st, and June 30th each year. The Quarterly Sales Report will include periods less than a full calendar quarter if the Contract does not start on the first day of a quarter or end on the last day of the quarter. Contractor shall submit one Quarterly Sales Report for each contract for each reporting period. The Quarterly Sales Report must contain the following information:

- a. Complete and accurate details of all sales, credits, returns, refunds, and the like for the reporting quarter;
- b. Purchasing Alliance Member and type;

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100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

BID NAME: OFFICE SUPPLIES CATALOG

BID NO. **RFB-UC24-042**

- 7 -

- c. Product/service description, unit price, quantity and total sale amount;
- d. Invoice number and date;
- e. Total Supplier Convenience Fee (as defined below), which is the amount due for the reporting quarter. This fee is calculated by multiplying the quarterly Sales by 1.75%;
- f. For all Sales made under or utilizing the pricing or other terms of the Contract that have been invoiced, the Contractor shall remit a fee in the amount of one and one-third quarter percent (1.75%) of all such Sales (“Supplier Convenience Fee”) to Periscope; and
- g. Such other information as the County and/or Periscope may reasonably request.

If no sales were made during the reporting quarter, then a Quarterly Sales Report shall still be submitted showing zero sales and zero Supplier Convenience Fee due.

The Contractor is responsible for initiating and submitting the Quarterly Sales Report without prompting or notification from Periscope or the County. Periscope and the County assume no responsibility for Contractor’s failure to meet its sales reporting and fee remittance obligations. The County reserves the right to contact the Contractor at any time to request that the Contractor attest to the amounts reported to have been paid to them by an Alliance Member.

The County and Periscope shall have a perpetual, irrevocable, non-exclusive, royalty-free, transferable right to display, modify, copy, and otherwise use reports, data, and information provided.

4. Remittance of the Supplier Convenience Fee

- a. Every quarter, and at the same time as the submission of the Quarterly Sales Report as provided above, the Contractor shall remit the Supplier Convenience Fee via automated clearing house (ACH) transaction directly to Periscope using the Reconciler portal, or as otherwise reasonably directed by Periscope or the County, no later than thirty (30) days after the end of each calendar quarter. The calendar quarters will end September 30th, December 31st, March 31st, and June 30th each year. Periscope’s or the County’s receipt or acceptance of any Quarterly Sales Report and/or Supplier Convenience Fee furnished pursuant to the Contract shall not preclude Periscope or the County from challenging the validity thereof at any time. Failure to remit the Quarterly Sales Report and/or Supplier Convenience Fee in a timely and accurate manner may result in the Contractor’s goods and/or services being made ineligible for purchase through the EPC Marketplace. Continued non-compliance by the Contractor may result in the Contractor being found in default of the Contract. Assistance with Supplier Convenience Fee remittance is available from Periscope Customer Service by email or telephone and contact information shall be provided during the Contractor’s onboarding.

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BID NAME: OFFICE SUPPLIES CATALOG

BID NO. **RFB-UC24-042**

- 8 -

5. Retention and Inspection of Records and Audit

- a. The Contractor shall keep records of all sales made to an Alliance Member in sufficient detail to enable the County to determine the Supplier Convenience Fee payable by the Contractor. **The County and/or Periscope** may examine and audit, at its own expense, the Contractor's sales records and Quarterly Sales Reports for completeness and accuracy. If such examination reveals underpayment of the Supplier Convenience Fee, the Contractor shall immediately pay Periscope the deficiency amount. If the examination reveals an underpayment of 5% or more, then the Contractor shall reimburse the **County and/or Periscope** for the cost of the audit.

6. Empire State Procurement Alliance Cooperative Program Marketing, Training, and Performance Review

- a. Contractor agrees to work cooperatively with County and Periscope personnel. The Contractor agrees to present plans to the County for the education of the Contractor's contract administrator(s) and sales/marketing workforce regarding the Contract, including the competitive nature of the Alliance's procurements, the Contract, and the way qualifying entities can participate in the Contract.
- b. Contractor agrees to notify the County and Periscope of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of the Contract or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or orders from the Contract. Upon request of the County or Periscope, the Contractor shall provide a copy of any such provisions.

7. Contractor's Compliance and Termination of Access

- a. The Contractor hereby acknowledges and agrees that the Alliance reserves the right to remove, suspend, or bar Contractor from using the EPC Marketplace if, in the Alliance's sole discretion, the Contractor fails to strictly adhere to: (i) The Alliance's rules, regulations, and policies, as may be updated from time to time, (ii) the laws and regulations of the using Alliance Member, and (iii) the laws and regulations of the State of New York. Failure to adhere includes violations of terms of use/service, code of conduct breaches, or any actions that contravene applicable local, county, or state laws.
- b. The Alliance may take immediate action to remove, suspend, or bar Contractor if the Alliance determines that the Contractor's continued use of the Alliance poses a risk to other users, the integrity of the Alliance and/or the EPC Marketplace, or violates any applicable laws or regulations.
- c. The duration and terms of removal, suspension, or barring shall be determined by the Alliance based on the severity and frequency of the violation(s). The Alliance reserves the right to permanently bar a Contractor for repeated or severe violations.
- d. The Contractor agrees that the Alliance's determination in these matters is final and binding.

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BID NAME: OFFICE SUPPLIES CATALOG

BID NO. **RFB-UC24-042**

- 9 -

Empire Procure Connect

1. Empire Procure Connect General Terms and Conditions

- a. The Alliance entered into a multi-year agreement with Periscope Holdings, Inc. (“Periscope”), whereby Periscope will provide electronic marketplace hosting and management services to enable an Alliance Member to access a central online website to view and/or shop the goods and services available from existing Alliance cooperative contracts. The central online website is referred to as “Empire Procure Connect.”
- b. The Contractor will have visibility in Empire Procure Connect with a marketplace presence that contains the Contractor’s Contract and contact information. Marketplace presence implementation is also available to the Contractor at no additional cost to provide customers with information about the Contractor’s products and services in a shoppable format. At a minimum, the Contractor is required to participate in Empire Procure Connect by creating a marketplace presence in the EPC Marketplace. The Contractor can implement a catalog in the marketplace as described below.
- c. Marketplace Presence - If the Contractor does not have a product listing to create a hosted catalog or a punchout catalog, they should establish a marketplace presence by providing marketing materials and website URLs showcasing their awarded products and services. Any pricing displayed must align with the prices listed in the Contract, ensuring consistency and transparency for potential buyers.
- d. At a minimum, the Contractor agrees to the following timeline: Periscope staff shall provide a written request to the Contractor to begin the onboarding process. Contractor shall: 1) attend a vendor onboarding meeting with Periscope within thirty (30) days of the date of execution of the Contract, and 2) complete marketplace presence or catalog approval process(es) within ninety (90) calendar days of the date of execution of the Contract. Contractor shall cooperate with the County and Periscope for any other reasonable requests to ensure an accurate depiction of the Contract in the EPC Marketplace.
- e. The Contractor shall ensure that any information or marketplace appearance complies with the Contract's scope and terms and conditions. Any identified deviation from the Contract must be corrected immediately. Any information or marketplace appearance that does not comply with the Contract's scope and terms and conditions can lead to a breach of contract and be escalated to the County for review and possible action. Any changes to the Contractor’s marketplace presence permitted by the Contract must be pre-approved in writing by the County.

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BID NAME: OFFICE SUPPLIES CATALOG

BID NO. **RFB-UC24-042**

- 10 -

EPC Marketplace

1. Catalog Implementation

- a. These terms and conditions apply whenever a catalog is implemented, either through a Periscope-hosted or Contractor-hosted catalog with Empire Procure Connect.
 - b. Periscope does not have an additional charge to the Contractor for creating a marketplace catalog.
 - c. These terms and conditions govern the Contractor's use of Empire Procure Connect, whether the Contractor creates a catalog through Periscope-hosted or Contractor-hosted (“punchout catalog”) options. Alternatively, the Contractor may establish a marketplace presence if a hosted catalog is unsuitable for their needs.
2. The Contractor must collaborate with the County and/or Periscope as needed, including attending meetings, to establish and continuously maintain an EPC Marketplace catalog featuring products and services aligned with the contract items. The Contractor has the flexibility to select one of the available catalog options.
 - a. Hosted Catalog – Contractor shall provide a list of its awarded products and services (including product name, descriptions, images, relevant specifications, keyword search terms, etc.) and pricing consistent with the Contract and in the electronic format provided by Periscope. The product and service list may only provide the awarded products and services at prices listed in the Contract, including quantity and other discounts. To maintain the most up-to-date version of the product and service list in compliance with Contract’s terms and conditions, the Contractor must provide updated product and service pricing information via electronic format approved by Periscope at least annually but no more than four times per year or as otherwise permitted by the Contract.
 - b. Punchout Catalog – Contractor shall “punch out” to its own online catalog, provided that its online catalog can be integrated with the EPC marketplace via Commerce eXtensible Markup Language. Contractor’s punchout catalog may only provide the awarded products and services at prices listed in the Contract, including quantity and other discounts. Contractor must validate that the punchout catalog is current by providing a written update to Periscope every four (4) months (or as otherwise provided in the Contract), verifying that Contractor has audited the offered products and services and pricing
3. Any price stated by the Contractor under the Contract (including in its hosted or punchout catalog) shall be inclusive of the Supplier Convenience Fee, which the Contractor shall not reflect as a separate line item on customer quotes and invoices.
4. The catalog implementation must be strictly limited to the Contractor’s awarded contract offering (e.g., products and/or services not authorized through the resulting cooperative contract should not be viewable by Empire Procure Connect users).

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

BID NAME: OFFICE SUPPLIES CATALOG

BID NO. **RFB-UC24-042**

- 11 -

5. Revising Pricing and Product Offerings

- a. Any revisions to product/service offerings (new products, altered SKUs, new pricing, etc.) must be pre-approved by the County and shall be subject to any other applicable restrictions concerning the frequency or amount of such revisions as stated in the solicitation.

6. Applicability

The Contractor agrees that the Alliance solely controls which contracts appear in the EPC Marketplace and may elect at any time to remove any or all the Contractor's offering from the EPC Marketplace.

- a. The County reserves the right to approve the pricing on the EPC Marketplace. This marketplace review right is solely for the benefit of the County and participating entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Contract.
- b. County-approved price changes are only effective once implemented within the EPC Marketplace. Errors in the Contractor's submitted pricing files will delay this process.

7. Contractor Support

- a. Periscope will provide contact information for implementation and support services through ongoing communications to all contractors and publicly available online resources.

8. Minimum Requirements

When the Contractor is providing a catalog for the EPC Marketplace, the Contractor agrees to meet the following requirements:

- a. The catalog must contain the current County approved contract pricing, including all applicable administrative fees and/or discounts built into the pricing, as well as the most County approved up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and
- b. The catalog must include County's contract identification number; and
- c. The catalog must include detailed product line-item descriptions; and
- d. The catalog must include pictures.

- 9. NIGP/UNSCP Requirements:** Contractor shall support using either the National Institute of Government Procurement (NIGP) or United Nations Standard Products and Services Code (UNSCP) commodity codes. NIGP is the preferred commodity code. NIGP/UNSPC versions that must be adhered to are driven by Periscope for the contractors and are upgraded yearly. Empire State Cooperative Procurement Alliance reserves the right to migrate to future versions of the NIGP/UNSPC Commodity Codes, and the Contractor shall be required to support the migration effort. All line items, goods, or services in the resulting contract must be associated with a NIGP/UNSCP Commodity Code. All line items must be identified at the most detailed NIGP/UNSPC Commodity Code level indicated by segment, family, class, and commodity

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

BID NAME: OFFICE SUPPLIES CATALOG

BID NO. **RFB-UC24-042**

- 12 -

GENERAL SPECIFICATIONS

1.0 PURPOSE

The purpose of this bid is to establish a discount percentage off of List Prices for the purchase of a full-line catalog offering of Office Supplies by all members of the Empire Procure Connect Alliance and others authorized by law. Bids will be solicited as indicated in the Product Specifications by requesting a discount off the list price from the United Stationers Catalog, now supplied by Essendant, Inc. and available online at biggestbook.com; SP Richards Catalog, available online at iteminfo.com, or equal, for various product lines as indicated on the bid sheet. For the purposes of this bid, New York State has been broken down into nine regions for delivery. Vendors may bid on all or any number of regions.

It is expected that the Awarded vendor will establish regular delivery routes and deliver promptly with company operated vehicles.

2.0 BID OPENING TIME

Bid will be opened on **November 14, 2024 at 3:00 P.M.** at the Ulster County Purchasing Department located at **100 Development Court**, Kingston, N.Y. 12401.

Bidders are urged to complete electronic submission or mail their bid in early. **Late bids will not be accepted** and late physical submissions will be returned unopened to the bidder.

3.0 METHOD OF AWARD

Items may be awarded by delivery region section, or in whole, based on the lowest responsive, responsible bid. The bidder must state individual prices for all units bid. Bidders shall only need to complete pricing for the delivery region(s) which they intend to bid.

The bid will be divided into three separate line items/categories. Please provide a percentage discount off of list prices for each line item respectively. A detailed description of the inclusions for each line item/category is provided below. The discount percentages provided for Items #1, #2, and #3 will be evaluated using the following weighted evaluation procedure:

Item #1 – Office Supplies and All Catalog Items - except those listed below and excluding custom printed items and customized date stamps – The discount percentage bid for this category will be given a weight of 0.85 (or 85%).

Item #2 - Ribbons, Toner And Printer Ink Cartridges -The discount percentage bid for this category will be given a weight of 0.075 (or 7.5%).

Item #3 – All Electric Items with a Power Cord – This discount percentage bid for this category will be given a weight of 0.075 (or 7.5%).

The weights assigned to each above category are based on historical spend data.

Items 1, 2, and 3 will be awarded in whole to the lowest responsible bidder, per delivery region, based on the largest percentage discount off of catalog list price. Bidders may be awarded one, multiple, or all delivery regions.

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

BID NAME: OFFICE SUPPLIES CATALOG

BID NO. **RFB-UC24-042**

- 13 -

Example of Weighted Evaluation Procedure:

Item #1 – Discount Percentage Bid = 42% (42% X 0.85 = 35.7)

Item #2 – Discount Percentage Bid = 22% (22% X 0.075 = 1.65)

Item #3 – Discount Percentage Bid = 15% (15% X 0.075 = 1.125)

The evaluation score is then:

$$35.7 + 1.65 + 1.125 = 38.475$$

Any catalog offered other than United Stationer's/Essendant (available online at biggestbook.com) or SP Richard's (available online at iteminfo.com) must be comparable in size of selection and approved by Ulster County and the Alliance.

It is understood by the bidder that a contract resulting from this bid shall be executed only to the extent of monies available to the County of Ulster and the Alliance for the purpose hereof.

The delivery regions used for the purpose of this bid are as follows:

Region	Area	Counties
Region 1	Long Island	Nassau, Suffolk
Region 2	New York City	Bronx, Kings (Brooklyn), New York, Queens, Richmond (Staten Island)
Region 3	Hudson Valley East	Dutchess, Putnam, Westchester
Region 4	Hudson Valley West	Rockland, Orange, Ulster, Sullivan
Region 5	Albany/Capital	Albany, Columbia, Delaware, Fulton, Greene, Montgomery, Otsego, Rensselaer, Schenectady, Schoharie
Region 6	Adirondack	Clinton, Essex, Franklin, Hamilton, Saratoga, Warren, Washington
Region 7	Syracuse	Cayuga, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence
Region 8	Finger Lakes	Broome, Chemung, Chenango, Cortland, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne, Yates
Region 9	Buffalo	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

4.0 UNBALANCED BIDS

The Director of Purchasing reserves the right to reject any and all bids not deemed for the best interest of the County and to reject as informal such bids, as in his opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bids. By an unbalanced bid, it is meant one in which the amount bid for one or more separate items is substantially out of line with current market prices for the materials and/or work covered thereby.

5.0 RESCIND OF AWARD

After an award has been made by Purchasing, and all participating agencies notified, there will be a \$250.00 item charge to bidders who then discover a mistake in their bid and want the award revised or rescinded. It is costly for the County to refigure bid awards, notify all agencies involved and

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

BID NAME: OFFICE SUPPLIES CATALOG

BID NO. **RFB-UC24-042**

- 14 -

change all our records.

Bidders should be careful in figuring bids **prior to** submission. A bidder requesting a bid item revised or rescinded will be billed by Purchasing. If the bidder does not pay the bill, the entire award may be rescinded, and the bidder's responsibility will be questioned for future bids.

6.0 PERSONNEL IDENTIFICATION

All personnel must carry on their person photo identification (e.g., an employee identification badge, valid driver's license, etc.), while on County property and promptly show such identification when requested by any County employee. The County reserves the right to reject and bar from County property, for good and sufficient reason in the sole discretion of the County, any employee hired by the successful bidder or its subcontractors.

7.0 ERRORS

Any errors in the bid award that are the fault of the County must be forwarded, in writing, to the Ulster County Purchasing Department within five (5) working days of the notification of award. No corrections will be made beyond that date. If errors on the part of the County are discovered too late to be corrected, we will issue a "no award" on those affected items and rebid or quote at a later date.

8.0 CONTRACT PERIOD

The Contract Period will be from January 1, 2025 through December 31, 2025.

The Contract may be extended, by mutual agreement between the County and the vendor, up to four (4) additional one (1) year periods under identical conditions and at the discount percentages offered in the Bid Price Return Sheet.

See GENERAL CONDITIONS (Paragraph 41) for temporary extension of contract.

9.0 BID RESERVATIONS

Bids submitted shall remain in effect forty-five (45) days past the date of bid opening.

10.0 CANCELLATION CLAUSE

The County reserves the right to cancel the contract at any time during the contract term by written thirty (30) day notice mailed to the address of vendor.

A contract may be canceled at the successful bidder's expense for non-performance or poor performance of contract upon ten calendar days written notice to the successful bidder.

11.0 ASSIGNMENT OF CONTRACT/SUBCONTRACTING

No contract may be assigned, nor may any right, title or interest therein be assigned, transferred, conveyed, sublet, or disposed of without the written consent of the Ulster County Director of Purchasing.

12.0 INSURANCE

Bidders must review the insurance requirements in this solicitation before submitting a bid response to make sure that they can meet all the requested limits and supply the required

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

BID NAME: OFFICE SUPPLIES CATALOG

BID NO. **RFB-UC24-042**

- 15 -

certifications.

The successful bidder shall, at his own expense, maintain in effect at all times during the performance of the work under the contract at least the insurance coverage specified in the attached *County of Ulster Standard Contract Insurance Requirements*. The successful bidder shall file with Ulster County Purchasing, within ten (10) business days of Award, evidence of insurance certifying the required coverage.

13.0 CERTIFICATION

The submission of this bid certifies that the bidder has read, is familiar with, and will comply with any and all segments of these specifications, to include but not limited to: Cover Letter, General Conditions, Insurance Requirements, Product Specifications and Conditions, Delivery and Backorder Requirements (as applicable).

14.0 NON-COLLUSIVE STATEMENT

The submission of this statement certifies that 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 with or any competitor.

15.0 INDEMNIFICATION

To the maximum extent permitted by law and except to the extent caused by the sole negligence of Ulster County, the successful bidder shall indemnify and hold harmless Ulster County, its officers, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the facilities and/or services provided by or on behalf of the successful bidder, including the content or nature of advertising.

In addition, the successful bidder shall assume the defense of Ulster County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incident to such facilities and/or services, shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by Ulster County on account of such litigation or claims, and shall satisfy any judgment rendered in connection therewith or pay or reimburse Ulster County's payment of any sums reasonable to settle such litigation or claims.

16.0 CONFLICT OF INTEREST

The successful bidder, by entering into a contract with Ulster County to perform or provide services or materials, covenants that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest which conflicts in any manner or degree with the services or materials required to be performed and/or provided under the contract and that it shall not employ any person or agent having any such interests. In the event that the successful bidder or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to Ulster County and take action immediately to eliminate the conflict.

17.0 DISCLOSURE OF OWNERSHIP INTEREST

Pursuant to Resolution Number 8 of 2023, the Ulster County Legislature approved a requirement of full transparency and disclosure of the name(s) of individual(s) and business entities holding

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

BID NAME: OFFICE SUPPLIES CATALOG

BID NO. **RFB-UC24-042**

- 16 -

ownership interest in business entities that enter into contract(s) with Ulster County. Therefore, the following information shall be disclosed, in writing, to the Ulster County Department of Purchasing and then be provided to the Chair of the Legislature and the Chair of the Ways and Means Committee, at the time a business entity submits a bid to the Ulster County Purchasing Department, or, prior to entering into written contract for such work, whichever is sooner:

1. The names of all individuals with an interest in, ownership or control of 10% or more of the profits or assets of such business entity, or of 10% of the stock in the case of a business entity that is a corporation for profit.
2. The names of all principals, partners, officers, or directors of the business entity and their immediate family members, and members of household as defined by Section 2(K) of the Ulster County Ethics Law.
3. The names of any subsidiary business entities directly or indirectly controlled by the business entity.
4. For business entities holding 10% or more of the profits or assets of a business entity seeking to do business with Ulster County, the names of all principals, partners, officers, or directors of the business entity and their immediate family members and members of household; and, be it further

RESOLVED, that the names of the individuals as set forth above shall be entered into the Ulster County financial software system, and shall be included when any resolution or contract is presented by any Ulster County department for approval by the Ulster County Legislature; and, be it further

RESOLVED, that nothing contained in this policy shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

This information must be provided in the Disclosure of Ownership Interest Certification Form, which is included in the required forms section at the end of this solicitation.

18.0 GUARANTEED TIME OF DELIVERY

All products ordered must be received by the County or ordering Agency preferably within 24 hours and **not later than three (3) days after receipt of order.**

It is expected that the Awarded vendor will establish regular delivery routes and deliver promptly with company operated vehicles. UPS, USPS, or other package delivery services are not acceptable.

The Counties may require "department specific" delivery. All items must be delivered to the ordering department at the address shown on the purchase order.

19.0 BACKORDERS

No backorders will be allowed. If product is not deliverable the vendor must advise the County immediately. The County will purchase from the next available source. The difference in cost will be documented and deducted from subsequent bill submitted by non-responsive vendor.

All items which are back ordered for more than 10 business days will be purchased from the next

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

BID NAME: OFFICE SUPPLIES CATALOG

BID NO. **RFB-UC24-042**

- 17 -

available source.

If the successful vendor exhibits a history of backorders or delayed deliveries the County of Ulster reserves the right to rescind their award and the vendor's responsibility will be questioned for future bids.

20.0 PRICE

Prices shall be net FOB any point in the State of New York. Price quoted shall include delivery costs.

Discounts submitted shall remain the same or better for the entire contract period. Discounts shall be applied to the manufacturer's list prices in the catalog that is submitted/referenced with the bid, or on the list prices present on the vendor's online catalog.

Quarterly price revisions will be allowed based on the nationally published and/or electronically available pricing guides issued by United Stationers/Essendent, SP Richards, or the supplier of the approved catalog. Initial pricing will be based on the list prices electronically available on January 1, 2025, or the list prices printed in the 2025 catalog, and will remain in effect for the first two (2) quarters of the contract (Jan – June 2025) without revision. If the contract is extended, and the manufacturer has issued a new catalog, or has updated electronically available prices, the prices will remain in effect for the first two (2) quarters of that calendar year (Jan – June) without revision. Price changes based on the quarterly pricing guide will become applicable with the receipt of the July and October price guides, or on July 1 and October 1.

All items are to be billed at the Bid price in effect as of the date of the Purchase Order or at the time the order is placed, even if items are not delivered until after the end of the contract period.

21.0 PAYMENT

Vendors should note that Ulster County does not utilize central billing. Each department will be invoiced individually and will be responsible for its own bills.

PAYMENT PROCESSING: Payments cannot be processed by the County until contract items have been delivered in satisfactory condition with an invoice referring to the Purchase Order Number and mailed to "bill to" address indicated on the Purchase Order. The County will pay the proper amounts due within sixty (60) days of receipt by the County of the invoice with any requested supporting documentation and approval of the invoice by the Ulster County Comptroller.

22.0 EXTENSION OF PRICES

Political sub-divisions, including the City of Kingston and others authorized by law, including certain non-profit independent post-secondary, secondary, and elementary educational institutions may participate in contracts resulting from this bid opening.

23.0 NYS CONTRACTS

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

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

BID NAME: OFFICE SUPPLIES CATALOG

BID NO. **RFB-UC24-042**

- 18 -

Ulster County and the Alliance reserve the right to purchase certain items from other bids and quotes and will quote any item separately when the Director of Purchasing deems it in the best interest of the County.

24.0 REGULATIONS

All products must meet all applicable Local, State and Federal regulations.

25.0 BRAND NAME – N/A

26.0 INFORMATION TO BE FURNISHED WITH BID

Each vendor must reference the website of their own Office Supplies Catalog on which they are basing their bid.

Failure to submit any of the above data may result in rejection of the bid. The County, however, reserves the right to request any additional information deemed necessary for the proper evaluation of bids.

It is the responsibility of the bidder to offer a product that meets the specifications of the manufacturer model as listed.

The bidder must submit with his bid detailed specifications, circulars and all necessary data on the commodity to be furnished. If the commodity offered differs from the provisions listed, such differences must be explained in detail. Failure to submit any of the above data may result in rejection of the bid. The County, however, reserves the right to request any additional information deemed necessary for the proper evaluation of bids.

The bidder must indicate in the space provided, the manufacturer's name and the catalog references or model number of the item or items offered.

27.0 SAMPLES – N/A

28.0 WARRANTY

Unless otherwise stated in the Product Specifications, standard limited warranty will be required of the manufacturer that shall be: (1) not less than ninety (90) days from the date of acceptance; (2) all defective parts and labor are the obligation of the contractor during this period.

29.0 GUARANTEE

The bidder guarantees that the item offered is standard new equipment. Unless otherwise stated in the Product Specifications, all items shall be guaranteed for a minimum period of one (1) year against defective parts and workmanship. If defects occur during this time, the defective equipment shall be replaced or corrected by the successful bidder without cost to the County, except where it shall be clearly shown that the defect is due to misuse and not to faulty manufacture, or installation, construction, or workmanship.

30.0 QUANTITIES

The quantities are indefinite, but estimates given in the proposal reflect anticipated requirements. The contract, however, shall be for the quantities actually ordered during the contract period. It should be noted that the extension of this contract to certain political subdivision and non-public

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

BID NAME: OFFICE SUPPLIES CATALOG

BID NO. **RFB-UC24-042**

- 19 -

elementary and secondary schools may cause the estimated quantities to vary considerably. However, the contractor must furnish all quantities actually ordered.

31.0 QUALIFICATION OF BID

Any qualification of a bid such as requiring that a specific quantity must be purchased or any other restriction that is placed on the County by the bidder will be considered an Exception to the Bid and the bid may be rejected by the County.

32.0 COMPLETION OF REQUIRED INFORMATION

Bidder must fill in all applicable spaces on bid form. All lines must have an indication of bidder's response whether it be "0", "NA", "—" or a dollar figure. All lines must be filled in to indicate the bidder's acknowledgment of the request. The information must be in typed figures or use black ink, printed legibly.

Bids that do not have all applicable lines filled in on bid sheet may be disqualified as non-responsive.

33.0 ALTERNATE PROPOSALS

In the event that satisfactory bids are not received, the Director of Purchasing reserves the right to consider alternative proposals containing deviations from the County specifications. Bidders shall explain in detail where such alternatives deviate from or qualify the terms of the proposal and specifications as issued.

34.0 SUSPENSION AND DEBARMENT

Each bidder warrants that neither it nor any of its officers, employees, subcontractors, or agents is excluded or in any other manner barred from doing business with any federal, state, or local agency, municipality, or department. Any misrepresentation or false statement related to a bidder's status in this regard will result in rejection of such bidder's submission.

In addition, if the successful bidder or any of its officers, employees, subcontractors, or agents become excluded or barred in any manner from doing business with any federal state, or local agency, municipality, or department, during the period in which goods and/or services are provided pursuant to this bid, the successful bidder agrees to immediately notify the County Attorney of such status. Any misrepresentation or false statement related to the successful bidder's status in this regard, or any failure by the successful bidder to immediately notify the County Attorney of any change in such status, shall result in immediate termination of County's business relationship with the successful bidder, in addition to such other remedies as may be provided by law, in equity, pursuant to the terms and conditions of this bid document, or the conditions of the Award.

35.0 PREVAILING WAGE – N/A

36.0 SAFETY DATA SHEETS

Bidders must submit Safety Data Sheets with Bid on all applicable products.

37.0 ADDENDA AND INTERPRETATIONS

No verbal interpretation of the intent of any of the specifications or other Contract Documents will be made before receipt of bids. Requests for interpretations prior to receipt of bids must be

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

BID NAME: OFFICE SUPPLIES CATALOG

BID NO. **RFB-UC24-042**

- 20 -

presented, in writing, to the Director of Purchasing, 100 Development Court, Kingston, NY 12401, and to be given consideration must be received by the Director of Purchasing at least seven (7) days prior to the date set for the opening of bids. Requests can be faxed to 845-340-3434 or emailed to ejor@co.ulster.ny.us.

Any interpretation, and any additional information or instruction will, if issued, be in the form of a written Addenda sent to all known holders of Contract Documents at the addresses furnished therefore, at least five (5) days prior to date set for the opening of bids.

Failure of any bidder to receive any Addenda shall not relieve such bidder from any obligation under this bid as submitted. All Addenda so issued shall become a part of the Contract Documents.

38.0 COMPLIANCE WITH LAWS, LICENSES AND PERMITS

The responder(s) agree that they will fully comply with all applicable Federal, State and County policies, procedures, standards and laws, rules and regulations.

Vendor must submit construction documents, stamped plans, and/or specifications where required and in accordance with Title 19 NYCRR Part 1203 to the Authority Having Jurisdiction (Ulster County Safety Office).

39.0 SERVICE OF ACCOUNT

The successful vendor must assign a service representative to handle the Ulster County and the Alliance's account. This representative must be knowledgeable about the County Contract and Account and available at all times to advise of new or alternative products and assist departments when placing special orders.

40.0 PREVIOUS CONTRACT HISTORY

The quantities are indefinite but estimates given below reflect anticipated annual requirements at net cost based on previous purchases from the past twelve (12) months.

Ulster County – \$136,000

Rockland County – \$200,000

Chemung County – \$75,000

Orange County – \$254,500

Bidders should note that New York State political subdivisions and others authorized by New York State law may participate in the resulting Contract from this solicitation. These include, but are not limited to, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations through the Empire Procure Connect Marketplace administered by the Alliance. While volume of sales is not guaranteed, bidders should consider the potential for an increased market through this contract, given its availability to a broad range of public sector participants.

41.0 PACKAGING REQUIREMENTS

Ulster County and the Alliance may require "department specific" delivery. All items must be delivered to the ordering department at the address shown on the purchase order. Each Purchase

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

BID NAME: OFFICE SUPPLIES CATALOG

BID NO. **RFB-UC24-042**

- 21 -

Order shall be treated separately and shall be packed and labeled in a separate carton with its own packing slip and corresponding invoice.

42.0 REPORTS

The successful vendor must automatically supply usage reports within 10 days of the end of each calendar year. Failure to submit these reports may result in cancellation of the contract.

43.0 MINIMUM ORDERS

Bids containing a minimum order requirement will not be considered.

All ordering Departments/Agencies will be directed to order a **minimum of \$40.00 per delivery** whenever possible. At the discretion of the Vendor, a “**small order charge**” of **not more than \$5.00** may be added to orders that do not meet the \$40.00 minimum requirement. However, before the vendor can assess a small order charge, the ordering department **must be notified** and given the opportunity to increase their order or avoid the charge in some other way. Prices shall be net FOB any point in the State of New York. Price quoted shall include delivery costs.

44.0 RESTOCKING

Ulster County and the Alliance shall pay no more than 10% for a restocking charge on items that have been ordered wrong by the department. Items must be returned in original cartons in resalable condition. County departments will be advised to inspect all orders immediately upon receipt and notify the vendor of any damage or mistakes within ten (10) days of receipt of order.

45.0 ELECTRONIC ACCESS

The Awarded vendor may be required to provide in electronic format, at no cost to the County, one (1) copy of the catalog of choice as well as pricing and/or quarterly updated pricing.

46.0 ELECTRONIC CATALOGS

Bidders will be required to create a Generic User Name and Password for Ulster County and the Alliance. Once users are logged in, they should be able to do the following:

- See Current Catalog Price
- See The Alliance’s Discount Price (optional)
- See Detailed Product Description
- Product Image (picture)
- Search by Product Number/Catalog Number
- See Any and All Environmental Certifications/Attributes

47.0 GUARANTEE

The successful vendor must supply Guarantee and Warrantee information, upon request, on the products offered in its catalog.

48.0 SUBSTITUTIONS

When a catalog item is discontinued or otherwise no longer available the vendor must offer the nearest substitute. There will be no substitution of items without the permission of the ordering department and the Purchasing Department.

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

BID NAME: OFFICE SUPPLIES CATALOG

BID NO. **RFB-UC24-042**

- 22 -

49.0 SUSTAINABILITY REQUIREMENTS

Ulster County is firmly committed to sustainability and environmental responsibility. As directed by Executive Order #1 of 2023 (<https://ulstercountyny.gov/environment/department-environment>) issued by the County Executive, adherence to GreenNY sustainability requirements is now a fundamental aspect of our procurement process.

Ulster County has qualified to achieve certification as a New York State Green Purchasing Community. The County’s sustainability initiative is designed to apply across a broad range of products and services. Suppliers are advised to review the GreenNY sustainability requirements (<https://ogs.ny.gov/greeny-purchasing-requirements-and-tools>), familiarize themselves with the County’s initiatives aimed at mitigating the environmental footprint of its operations, and embrace the principles of environmental stewardship.

50.0 ATTACHMENTS

The four (4) PDF files listed below are considered to be part of these bid documents and are incorporated into the project specifications.

Attachment A - General Conditions

Attachment B - RFB-UC24-042 NYS Delivery Region Map

Attachment C - RFB-UC24-042 Required Signatory Forms (Return Forms)

Attachment D – RFB-UC24-042 Bid Price Return Forms

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

BID NAME: OFFICE SUPPLIES CATALOG

BID NO. **RFB-UC24-042**

- 23 -

(Rev 6.01.19)

PLEASE BRING THESE INSURANCE REQUIREMENTS TO YOUR INSURANCE AGENT TO ENSURE PROPER COVERAGE AND LIMITS ARE IN PLACE. FAILURE TO PROVIDE CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIREMENTS BELOW, SHALL DELAY CONTRACT EXECUTION.

SCHEDULE C

COUNTY OF ULSTER CONTRACT INSURANCE REQUIREMENTS

I. CONDITIONS OF INSURANCE

Unless otherwise authorized by the Ulster County Insurance Officer, strict adherence to this schedule is required. Any deviation without prior authorization from the County's Insurance Department will result in a delay in the finalization of this Agreement.

The Vendor shall submit copies of any or all required insurance documents as and when requested by the County. Upon policy renewal, the Vendor shall submit updated insurance policy information.

II. CERTIFICATES OF INSURANCE

The Vendor shall file with the County's Insurance Department, prior to commencing work under this Agreement, all proper Certificates of Insurance.

The Certificates of Insurance shall include:

- a. Name and address of Insured
- b. Issue date of certificate
- c. Insurance company name
- d. Type of coverage in effect
- e. Policy number
- f. Inception and expiration dates of policies included on the certificate
- g. Limits of liability for all policies included on the certificate
- h. **"Certificate Holder" for all certificates shall be the County of Ulster, P.O. Box 1800, Kingston, New York 12402-1800.**

If the Vendor's insurance policies should be non-renewed or canceled, or should expire during the life of this Agreement, the County shall be provided with a new certificate indicating the replacement policy information as requested above. The County requires thirty (30) days prior written notice of cancellation [ten (10) days for non-payment of premium] from the Insurer, its agents or representatives.

The Vendor agrees to indemnify the County of Ulster for any applicable deductibles and self-insured retentions.

III. WORKERS' COMPENSATION AND DISABILITY INSURANCE

The Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation (WC) Insurance and Disability Benefits (DB) Insurance, for all of its employees employed at the site of the project, and shall provide Certificates of Insurance evidencing this coverage to the County's Insurance Department.

If the Vendor is not required to carry such insurance, the Vendor must submit form CE-200 attesting to the fact that it is exempt from providing WC and/or DB Insurance coverage for all of its employees.

The manner of proof related to WC and DB Insurance is controlled by New York State Laws, Rules and Regulations. "ACORD" forms are not acceptable proof of WC and/or DB Insurance.

IV. WORKERS' COMPENSATION REQUIREMENTS

To assist the State of New York and municipal entities in enforcing WCL Section 57, a business entity (the Vendor) seeking to enter into a contract with a municipality (the County) must provide one of the following forms to the municipal entity with which it is entering into a contract. The Vendor should contact their insurance agent to obtain acceptable proof of WC coverage:

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

BID NAME: OFFICE SUPPLIES CATALOG

BID NO. **RFB-UC24-042**

- 24 -

- Form C-105.2 – “Certificate of NYS Workers’ Compensation Insurance” **or**
- Form U-26.3 – “Certificate of Workers’ Compensation Insurance” issued by the New York State Insurance Fund **or**
- Form SI-12 – “Affidavit Certifying that Compensation has Been Secured” issued by the Self-Insurance Office of the Workers’ Compensation Board if the Vendor is self-insured **or**
- Form GSI-105.2 – “Certificate of Participation in Workers’ Compensation Group Self-Insurance” issued by the Self-Insurance administrator of the group **or**
- Form GSI-12 – “Certificate of Group Workers’ Compensation Group Self-Insurance” issued by the Self-Insurance Office of the Workers’ Compensation Board if the Vendor is self-insured.

If the Vendor is not required to carry WC coverage, it must submit Form CE-200, “Certificate of Attestation of Exemption” from New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage. This form and the instructions for completing it are available at <http://www.wcb.ny.gov>

V. DISABILITY BENEFITS REQUIREMENTS

To assist the State of New York and municipal entities in enforcing WCL Section 220(8), a business entity (the Vendor) seeking to enter into a contract with a municipality (the County) must provide one of the following forms to the municipal entity it is entering into a contract with. The Vendor should contact their insurance agent to obtain acceptable proof of DB Insurance Coverage:

- Form DB-120.1 – “Certificate of Insurance Coverage Under the NYS Disability Benefits Law” **or**
- Form DB-155 – “Compliance with Disability Benefits Law” issued by the Self-Insurance Office of the Workers’ Compensation Board if the Vendor is self-insured.

If the Vendor is not required to carry DB Insurance coverage, it must submit Form CE-200, “Certificate of Attestation of Exemption” from New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage. This form and the instructions for completing it are available at <http://www.wcb.ny.gov>

VI. COMMERCIAL GENERAL LIABILITY INSURANCE

The Vendor shall take out and maintain during the life of this Agreement, such bodily injury liability and property damage liability insurance as shall protect it and the County from claims for damages for bodily injury including accidental death, as well as from claims for property damage that may arise from operations under this Agreement, whether such operations be by the Vendor, by any subcontractor, or by anyone directly or indirectly employed by either of them.

It shall be the responsibility of the Vendor to maintain such insurance in amounts sufficient to fully protect itself and the County, but in no instance shall amounts be less than the minimum acceptable levels of coverage set forth below:

- Bodily Injury Liability and Property Damage Liability Insurance in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence, and in an amount not less than **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS** general aggregate.

Other Conditions of Commercial General Liability Insurance:

- a. Coverage shall be written on Commercial General Liability form.
- b. Coverage shall include:
 1. Contractual Liability
 2. Independent Contractors
 3. Products and Completed Operations
- c. “Additional Insured” status shall be granted to “County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800”, shown on the Commercial General Liability policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

VII. UMBRELLA LIABILITY OR EXCESS LIABILITY INSURANCE

Umbrella Liability or Excess Liability Insurance shall be provided by the Vendor in an amount not less than **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS**.

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

BID NAME: OFFICE SUPPLIES CATALOG

BID NO. **RFB-UC24-042**

- 25 -

NOTE: As long as all minimum underlying limits have been met, insurance limits may be a total combined limit of the Umbrella/Excess Liability limits and the underlying liability insurance limits.

The Umbrella/Excess Liability coverage MUST be written on a follow-form (drop down) basis to the underlying insurance coverage with no additional exclusions.

“Additional Insured” status shall be granted to “County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800”, shown on the Umbrella policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

VIII. AUTOMOBILE LIABILITY INSURANCE

Automobile Bodily Injury Liability and Property Damage Liability Insurance shall be provided by the Vendor, with a minimum Combined Single Limit (CSL) of **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS**.

Coverage shall include:

- a. All owned vehicles
- b. Any hired automobile
- c. Any non-owned automobile
- d. “Additional Insured” status shall be granted to “County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800”, shown on the Auto Liability policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

IX. PROFESSIONAL LIABILITY INSURANCE (e.g. MALPRACTICE, MEDIA LIABILITY, ERRORS & OMISSIONS INSURANCE)

If this box is checked, Professional Liability Insurance shall be provided by the Vendor in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS** general aggregate.

X. CYBER LIABILITY INSURANCE:

If this box is checked, Cyber Liability Insurance shall be provided by the Vendor in an amount not less than **FIVE MILLION AND 00/100 (\$5,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **FIVE MILLION AND 00/100 (\$5,000,000.00) DOLLARS** general aggregate. **Copies of policy must be submitted with certificate of insurance.**

XI. SEXUAL ABUSE & MOLESTATION COVERAGE:

If this box is checked, Sexual Abuse & Molestation Coverage shall be provided by the Vendor in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS** general aggregate.

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

BID NAME: OFFICE SUPPLIES CATALOG

BID NO. **RFB-UC24-042**

- 26 -

NOTICE

LEGAL PUBLICATIONS FOR BIDS - 2024

PLEASE BE ADVISED THAT FOR THE YEAR 2024 THE ULSTER COUNTY PURCHASING DEPARTMENT WILL PUBLISH ALL PUBLIC BIDS IN THE FOLLOWING NEWSPAPERS BY DIRECTIVE OF THE U.C. LEGISLATURE.

SHAWANGUNK JOURNAL HUDSON VALLEY ONE

All capital projects containing materials and labor related to public works will also be published in the following trade magazines (not required by law):

New York State Contract Reporter

It is the responsibility of the prospective bidders to read these publications and contact the Ulster County Purchasing Department to obtain bid specifications.

Ulster County Purchasing Department
100 Development Court
Kingston, NY 12401

Phone: 845-340-3400

Fax: 845-340-3434

Web: www.ulstercountyny.gov/purchasing

Note: Ulster County uses the *Empire State Purchasing Group* vendor file as the County's vendor list. Businesses wishing to register as a vendor with Ulster County should sign up on the ESPG website by logging on to: www.ulstercountyny.gov/purchasing. Assistance in registering can be obtained by calling 1-800-835-4603.

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

BID NAME: OFFICE SUPPLIES CATALOG

BID NO. RFB-UC24-042

- 27 -

**PLEASE RETURN THE FOLLOWING SHEETS
ONLY**

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

BID NAME: OFFICE SUPPLIES CATALOG

BID NO. RFB-UC24-042

- 28 -

BIDDER NAME: American Printing

BID RESPONSE CHECKLIST

Please note below is a list of documents which must be submitted in full as part of this bid response. Failure to submit any of the documents as part of your bid may be cause for rejection of the bid.

Please check each item indicating your compliance.

THIS CHECKLIST MUST BE COMPLETED & SUBMITTED AS PART OF YOUR BID.

- RESPONSE CHECKLIST
- BID PRICE RETURN FORM
- REFERENCE FORM
- BIDDER ADDRESS FORM
- ASSUMED NAME CERTIFICATION
- BIDDER ORGANIZATION INFORMATION
- DISCLOSURE OF OWNERSHIP INTEREST CERTIFICATION FORM
- AFFIDAVIT OF NON-COLLUSION
- MACBRIDE FAIR EMPLOYMENT PRINCIPLES
- IRANIAN DIVESTMENT CERTIFICATE (NOTARIZED)
- INSURANCE REQUIREMENTS
- ADDENDUM(S) ACKNOWLEDGED (IF APPLICABLE)
- BID BOND (IF APPLICABLE)
- PROOF OF APPRENTICE PROGRAM (IF APPLICABLE)

PLEASE SUBMIT YOUR COMPLETED BID RESPONSE UNBOUND & UNSTAPLED.

COUNTY OF ULSTER – PURCHASING DEPARTMENT 100 DEVELOPMENT COURT, KINGSTON, NY 12401 PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing		
BID NAME: OFFICE SUPPLIES CATALOG	BID NO. RFB-UC24-042	- 29 -

BIDDER NAME: American Printing

BID PRICE RETURN FORM (Page 1 of 3)

The bid will be divided into three separate line items/categories. Please provide a percentage discount off of list prices for each line item respectively. A detailed description of the inclusions for each line item/category is provided below. The discount percentages provided for Items #1, #2, and #3 will be evaluated using the following weighted evaluation procedure:

Item #1 – Office Supplies and All Catalog Items - except those listed below and excluding custom printed items and customized date stamps

The discount percentage bid for this category will be given a weight of 0.85 (or 85%).

Item #2 - Ribbons, Toner And Printer Ink Cartridges

The discount percentage bid for this category will be given a weight of 0.075 (or 7.5%).

Item #3 – All Electric Items with a Power Cord –

This discount percentage bid for this category will be given a weight of 0.075 (or 7.5%).

Items 1, 2, and 3 will be awarded in whole to the lowest responsible bidder, per delivery region, based on the largest percentage discount off of catalog list price. Bidders may be awarded one, multiple, or all delivery regions.

Example of Weighted Evaluation Procedure:

Item #1 – Discount Percentage Bid = 42% (42% X 0.85 = 35.7)

Item #2 – Discount Percentage Bid = 22% (22% X 0.075 = 1.65)

Item #3 – Discount Percentage Bid = 15% (15% X 0.075 = 1.125)

The evaluation score is then:

35.7 + 1.65 + 1.125 = 38.475

COUNTY OF ULSTER – PURCHASING DEPARTMENT 100 DEVELOPMENT COURT, KINGSTON, NY 12401 PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing		
BID NAME: OFFICE SUPPLIES CATALOG	BID NO. RFB-UC24-042	- 30 -

BIDDER NAME: AMERICAN PRINTING
TOFFICE SUPPLIES

BID PRICE RETURN FORM (Page 2 of 3)

In the table below, please enter the Discount from List Price for the Office Supplies Catalog offered per Delivery Region.
 Please list the specific Catalog offered.

NAME OF CATALOG OFFERED ESSENDANT

<u>SCHEDULE OF ITEMS</u>	Region 1	Region 2	Region 3	Region 4*	Region 5	Region 6	Region 7	Region 8*	Region 9
ITEM #1 - OFFICE SUPPLIES AND <u>ALL CATALOG ITEMS</u> except those listed below and excluding custom printed items and customized date stamps.			57%	59%	55%				
ITEM #2 – RIBBONS, TONER AND PRINTER INK CARTRIDGES			36%	36%	34%				
ITEM #3 - ALL ELECTRIC ITEMS WITH POWER CORDS - Including appliances, audio-visual equipment, televisions, etc. <u>Anything with a power cord.</u>			26%	26%	26%				

*Regions in which current EPC members are located.

NOTE: Items #1, #2, and #3 will be awarded in whole to one Bidder per Delivery Region.

Bidders may be awarded one, multiple, or all Delivery Regions.

Any catalog offered other than United Stationer's/Essendant (available online at biggestbook.com) or SP Richard's (available online at iteminfo.com) must be comparable in size of selection and approved by Ulster County and the Alliance.

COUNTY OF ULSTER – PURCHASING DEPARTMENT 100 DEVELOPMENT COURT, KINGSTON, NY 12401 PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing		
BID NAME: OFFICE SUPPLIES CATALOG	BID NO. RFB-UC24-042	- 31 -

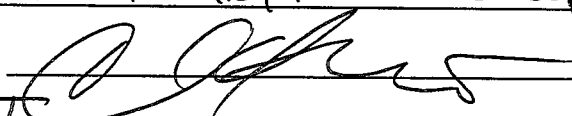
BID PRICE RETURN FORM (Page 3 of 3)

Delivery Regions

Please note, current Empire Procure Connect Members Ulster, Orange, and Rockland Counties are located in Region 4. Current Empire Procure Connect Member Chemung County is located in Region 8. The Alliance anticipates that new Municipal Members will join the Alliance during this contract period. The resulting contract award is anticipated to be used by municipalities throughout New York State.

Region	Area	Counties
Region 1	Long Island	Nassau, Suffolk
Region 2	New York City	Bronx, Kings (Brooklyn), New York, Queens, Richmond (Staten Island)
Region 3	Hudson Valley East	Dutchess, Putnam, Westchester
Region 4	Hudson Valley West	Rockland, Orange, Ulster, Sullivan
Region 5	Albany/Capital	Albany, Columbia, Delaware, Fulton, Greene, Montgomery, Otsego, Rensselaer, Schenectady, Schoharie
Region 6	Adirondack	Clinton, Essex, Franklin, Hamilton, Saratoga, Warren, Washington
Region 7	Syracuse	Cayuga, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence
Region 8	Finger Lakes	Broome, Chemung, Chenango, Cortland, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne, Yates
Region 9	Buffalo	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

BIDDER NAME: AMERICAN PRINTING + OFFICE SUPPLIES

AUTHORIZED SIGNATURE: 

PRINT NAME: CHRIS FRANCO

TITLE: VICE-PRESIDENT

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

BID NAME: OFFICE SUPPLIES CATALOG – EMPIRE PROCURE
CONNECT

BID NO. RFB-UC24-042

- 32 -

BIDDER NAME: American Printing

REFERENCE FORM

All bidders will be required to complete this form providing three (3) references of past performance. References should involve projects and/or service situations of similar size and scope to this bid. References must have had dealings with the Bidder within the last thirty-six (36) months. The County reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the Bidder before the actual award of the bid and/or contract. Completion of the reference form is required.

Ulster County or any of its departments may be listed as an additional reference, but may not be substituted for any of the three required references.

- 1) Reference Name: Vassar College
Address: 124 Raymond Ave
Poughkeepsie NY 12604
Telephone: 845 437 5845 Contact Person: Karen
Contract Date: _____

- 2) Reference Name: Rhinbeck Bank
Address: 2 Jefferson Plaza
Poughkeepsie NY 12601
Telephone: 845 790 1580 Contact Person: Amanda
Contract Date: _____

- 3) Reference Name: Health Alliance - Westchester Medical
Address: 105 Marj's Ave
Kingston, NY 12401
Telephone: 845 334 4895 Contact Person: Scott
Contract Date: _____

COUNTY OF ULSTER – PURCHASING DEPARTMENT 100 DEVELOPMENT COURT, KINGSTON, NY 12401 PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing		
BID NAME: OFFICE SUPPLIES CATALOG – EMPIRE PROCURE CONNECT	BID NO. RFB-UC24-042	- 33 -

BIDDER ADDRESS FORM

MAIL BID TO:

VENDOR NAME: RTA inc dba American Printing & Office Supplies
 ADDRESS: 867 Flatbush Road
Kingston, NY 12401
 CONTACT: Jessica Kohler
 TELEPHONE: 845 336 4555 FAX: 845 336 7717
 E-MAIL: jkohler@amerprint.com

ONLY if different -
MAIL PURCHASE ORDER TO:

ADDRESS: _____

 TELEPHONE: _____ FAX: _____
 CONTACT: _____ E-MAIL: _____

ONLY if different -
MAIL PAYMENT TO:

ADDRESS: _____

 TELEPHONE: _____ FAX: _____
 CONTACT: _____ E-MAIL: _____

IN ACCORDANCE WITH ULSTER COUNTY'S INSURANCE REQUIREMENTS (CHECK ONE):

- I certify that my company will deliver by common carrier
- I certify that my company will deliver by owned or leased vehicles

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

BID NAME: OFFICE SUPPLIES CATALOG – EMPIRE PROCURE
CONNECT

BID NO. RFB-UC24-042

- 34 -

BIDDER NAME: AMERICAN PRINTING + OFFICE
SUPPLIES

ASSUMED NAME CERTIFICATION

*If the business is conducted under an assumed name, a copy of the certificate required to be filed under the New York general business law must be attached.

ASSUMED NAME: AMERICAN PRINTING + OFFICE SUPPLIES

If the bidder is an individual, the bid must be signed by that individual; if the bidder is a corporation, by an officer of the corporation, or other person authorized by resolution of the board of directors, and in such case a copy of the resolution must be attached; if a partnership, by one of the partners or other person authorized by a writing signed by at least one general partner and submitted with the bid or previously filed with the Director of Purchasing.

"The submission of this constitutes a certification that no County Officer has any interest therein. (Note: In the event that any County Officer has any such interest, the full nature thereof should be disclosed below.)"



AUTHORIZED SIGNATURE

CHRIS FRANCO

PRINT NAME

NYS DEPARTMENT OF STATE

FILING RECEIPT

CERTIFICATE OF ASSUMED NAME

CORPORATION NAME

ROBERT TABATZNIK ASSOCIATES, INC.

<u>DATE FILED</u> 08/06/92	<u>DURATION & COUNTY CODE</u>	<u>FILM NUMBER</u> C191087-2	<u>CASH NUMBER</u> 787130
<u>NUMBER AND KIND OF SHARES</u>		<u>LOCATION OF PRINCIPAL OFFICE</u>	

AMERICAN PRINTING & OFFICE SUPPLIES

<u>ADDRESS FOR PROCESS</u> 562 BROADWAY KINGSTON NY 12401	<u>REGISTERED AGENT</u>
---	-------------------------

FEES AND/OR TAX PAID AS FOLLOWS:

AMOUNT OF CHECK \$ 00060.00	AMOUNT OF MONEY ORDER \$ _____	AMOUNT OF CASH \$ _____
\$ 00025.00 DOLLAR FEE TO COUNTY		\$ 025.00 FILING
		\$ TAX
		\$ 10.00 CERTIFIED COPY
		\$ CERTIFICATE
		TOTAL PAYMENT \$ 000060.00
		REFUND OF \$ _____

FILER NAME AND ADDRESS

AMERICAN PRINTING & OFFICE SUPPLIES
562 BROADWAY

KINGSTON NY 12401

TO FOLLOW

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

BID NAME: OFFICE SUPPLIES CATALOG – EMPIRE PROCURE CONNECT

BID NO. RFB-UC24-042

- 35 -

THIS PAGE MUST BE COMPLETED

BIDDER ORGANIZATION INFORMATION

BIDDER NAME: R.T.A. INC. D/B/A

TYPE OF ENTITY: CORP. X PARTNERSHIP INDIVIDUAL

DBA: AMERICAN PRINTING & OFFICE SUPPLIES

FEDERAL EMPLOYER ID #: 14-1602963 OR SOCIAL SECURITY #:

NYS DOS ID # DUNS # (FTA Projects):

DATE OF ORGANIZATION: July 1978

IF APPLICABLE: DATE FILED: STATE FILED: NY

If not a publicly owned Corporation:

CORPORATION NAME: R.T.A. INC. D/B/A American Printing

LIST PRINCIPAL STOCKHOLDERS: (5% of outstanding shares)

PATRICIA TABATZNIK

CHRIS FRANCO

LIST OFFICERS AND DIRECTORS:

NAME

TITLE

PATRICIA TABATZNIK PRESIDENT

CHRIS FRANCO VICE-PRESIDENT

If a partnership:

PARTNERSHIP NAME:

LIST PARTNERS NAME(S):

Blank lines for listing partner names.

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

BID NAME: OFFICE SUPPLIES CATALOG – EMPIRE PROCURE
CONNECT

BID NO. RFB-UC24-042

- 36 -

DISCLOSURE OF OWNERSHIP INTEREST CERTIFICATION FORM

Pursuant to Ulster County Resolution Number 8 of 2023, please list the following information (if necessary, use additional sheets):

1. The names of all individuals with an interest in, ownership or control of 10% or more of the profits or assets of AMERICAN PRINTING (“the Company”) seeking to do business with Ulster County, or individuals owning or controlling 10% or more of the stock of said business in the case of a business entity that is a for profit corporation.

PATRICIA TABATZNIK

CHRIS FRANCO

2. The names of all principals, partners, officers, or directors of the Company seeking to do business with Ulster County and their immediate family members and members of household.

PATRICIA TABATZNIK

ROBERT TABATZNIK

CHRIS FRANCO

3. The names of any subsidiary business entities directly or indirectly controlled by Company.

N/A

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

BID NAME: OFFICE SUPPLIES CATALOG – EMPIRE PROCURE
CONNECT

BID NO. RFB-UC24-042

- 37 -

4. For business entities holding 10% or more of the profits or assets of the Company, the names of all principals, partners, officers, or directors of that business entity and their immediate family members and members of household.

PATRICIA TABATZNIK

ROBERT TABATZNIK

CHRIS FRANCO

INITIALS:

CF

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

BID NAME: OFFICE SUPPLIES CATALOG – EMPIRE PROCURE
CONNECT

BID NO. RFB-UC24-042

- 38 -

CERTIFICATION AND SIGNATURE FORM
AFFIDAVIT OF NON-COLLUSION

NAME OF BIDDER: American Printing PHONE NO.: 845 336 4555 EXT: 1100
BUSINESS ADDRESS: 867 Flatbush Rd FAX NO.: 845 336 7717
Kingston, NY 1240

I hereby attest that I am the person responsible within my firm for the final decision as to the prices(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s), nor the amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by a firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.
8. By submission of this bid I certify I have read, am familiar with and will comply with any and all segments of these specifications.

The person signing this bid, under the penalties of perjury, affirms the truth thereof.


Signature & Company Position

Vice President

Chris Franco
Print Name & Company Position

Vice President

American Printing + Office Supplies
Company Name

11/12/24
Date Signed

14-1602963
Federal I.D. Number

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

BID NAME: OFFICE SUPPLIES CATALOG – EMPIRE PROCURE
CONNECT

BID NO. RFB-UC24-042

- 39 -

BIDDER NAME: AMERICAN PRINTING

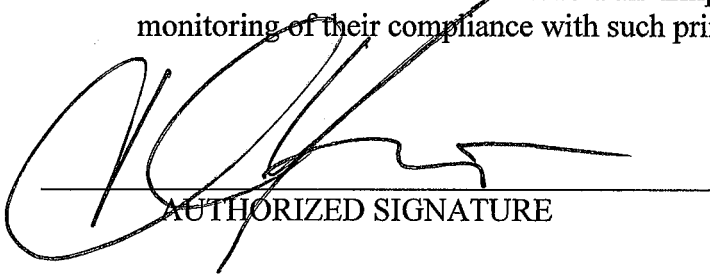
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

Ulster County Resolution 108 of March 8, 2001, in an attempt to prevent discrimination in all forms, provides the requirement that vendors who do business with Ulster County read, initial and return the attached statement as part of their official document.

Please read and initial **either** Statement #1 or Statement #2.

DO NOT INITIAL BOTH STATEMENTS.

1. The Bidder, and any individual or legal entity in which the Bidder holds a 10% or greater ownership interest and any individual or legal entity that holds a 10% or greater ownership interest in the Bidder, has no business operations in Northern Ireland.
2. The Bidder, and any individual or legal entity in which the Bidder holds a 10% or greater ownership interest and any individual or legal entity that holds a 10% or greater ownership interest in the Bidder shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles and shall permit the independent monitoring of their compliance with such principles.



A large, stylized handwritten signature in black ink, appearing to read 'Chris Franco', is written over a horizontal line.

AUTHORIZED SIGNATURE

CHRIS FRANCO

PRINT NAME:

COUNTY OF ULSTER – PURCHASING DEPARTMENT 100 DEVELOPMENT COURT, KINGSTON, NY 12401 PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing		
BID NAME: OFFICE SUPPLIES CATALOG – EMPIRE PROCURE CONNECT	BID NO. RFB-UC24-042	- 40 -

BIDDER NAME: American Printing

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

Pursuant to State Finance Law §165-a, on August 10, 2012 the Commissioner of the Office of General Services (OGS) posted a prohibited entities list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

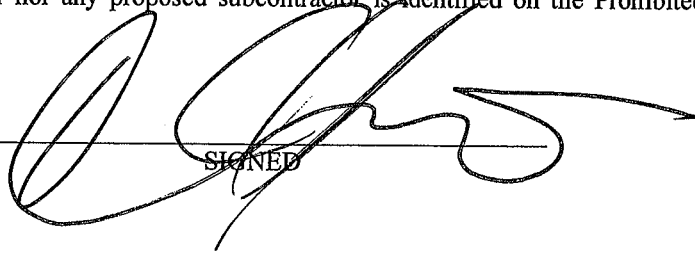
Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, CHRIS FRANCO, being duly sworn, deposes and says that he/she is the VICE PRESIDENT of the AMERICAN PRINTING + OFFICE Supplies

Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.



 SIGNED

SWORN to before me this

12th day of November

202 4

Notary Public: Jessica E Kohler

JESSICA E. KOHLER
 Notary Public, State of New York
 No. 01KO6097057
 Qualified in Ulster County
 Commission Expires August 18, 20 27

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

BID NAME: OFFICE SUPPLIES CATALOG – EMPIRE PROCURE CONNECT	BID NO. RFB-UC24-042	- 41 -
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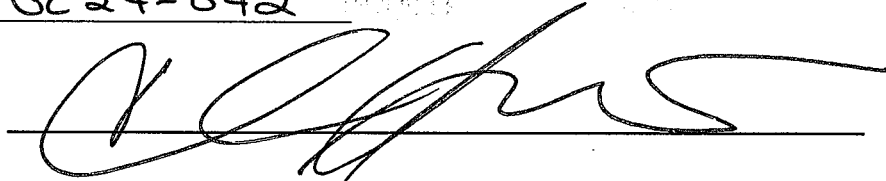
INSURANCE REQUIREMENTS:

The following insurance acknowledgement must be completed and signed and submitted with this bid even if the bidder is unable to provide their certificate of insurance with their bid.

BIDDER NAME: American Printing + Office, if a successful bidder, agrees to provide an insurance certificate with endorsement, in compliance with the insurance requirements set forth in this bid. Insurance certificates, with County of Ulster listed as additional insured, must be supplied within ten (10) business days or as specified in the notice of award or the award may be rescinded.

BID TITLE: RFB-UC24-042

Authorized Signature:



Name & Title of Authorized Signer:

CHRIS FRANCO, VICE PRESIDENT

Dated:

11/12/24

Insurance Agency:

Ulster Insurance Services, Inc.

Address of Agency:

180 Schwenk Drive Kingston, NY 12401

Contact Person At Agency:

S. Sprosser

Phone Number of Agency:

845 338 6000

Current Policy Limits:

2,000,000

G/L Occurrence

4,000,000

G/L Aggregate

3,000,000

Umbrella or Excess

1,000,000

Automobile

1,000,000

Professional or Other Required



ROBETAB-01

BRUAN1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ulster Insurance Services, Inc. 180 Schwenk Drive Kingston, NY 12401	CONTACT NAME: PHONE (A/C, No, Ext): (845) 338-6000 3914 FAX (A/C, No): (845) 331-0006 E-MAIL ADDRESS: sprosser@ulstersavings.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Robert Tabatznik Associates Inc dba American Printing & Office Supplies 867 Flatbush Road Kingston, NY 12401-7315	INSURER A: Selective Insurance Co of NY NAIC # 13730	
	INSURER B: Travelers Casualty & Surety Co. Illns. 19046	
	INSURER C: Utica Specialty Risk Insurance Company 43451	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			S 2093718	4/30/2024	4/30/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA0N109450	4/30/2024	4/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			S 2093718	4/30/2024	4/30/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	5641043	4/30/2024	4/30/2025	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

County of Ulster 100 Development Court Kingston, NY 12401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Steven J. Badalato</i>
---	--

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

BID NAME: OFFICE SUPPLIES CATALOG – EMPIRE PROCURE
CONNECT

BID NO. RFB-UC24-042

- 43 -

VENDOR NAME _____

NON-BIDDER'S RESPONSE

For purposes of facilitating your firm's response to our invitation to bid, the County of Ulster is interested in ascertaining reasons for prospective bidders' failure to respond to invitations to bid. If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and returning this form to the Ulster County Purchasing Department at the above address.

We are not responding to this invitation for bid for the following reason(s):

Items or materials requested not manufactured by us or not available to our company.

Our items and/or materials do not meet specifications.

Specifications not clearly understood or applicable (too vague, too rigid, etc.)

Quantities too small.

Insufficient time allowed for preparation of bid.

Incorrect address used.

Correct mailing address is:

Our branch/division handles this type of bid.

Correct name and mailing address is:

Other reason(s):

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

COUNTY OF ULSTER - GENERAL CONDITIONS

APPENDIX A

- 1 -

ATTACHMENT A

GENERAL CONDITIONS

BIDS

1. Any reference to the words bid(der), quote(r), proposal, or proposer in this document should be considered interchangeable.

2. All proposals shall be made upon forms furnished by the Director of Purchasing for the County of Ulster and shall be contained in sealed envelopes addressed to Ulster County Director of Purchasing, 100 Development Court, Kingston, NY 12401.

3. Form of proposal as issued by the County Director of Purchasing shall be completely filled in black ink or typed. No bid will be accepted which contains any changes, additions, omissions, or erasures, unless otherwise stated.

4. Bidder must submit with bid detailed specifications, circulars, and all necessary data on items he proposes to furnish. This information must show clearly that the item offered meets all detailed specifications herein. The Director of Purchasing reserves the right to reject any bid if its compliance with the specifications is not clearly evident. If item offered differs from the provisions contained in these specifications such differences must be explained in detail, and bid will receive careful consideration if such deviations do not depart from the intent of these specifications and are to the best interests of the County of Ulster as interpreted by the Director of Purchasing of the County of Ulster.

5. All prices quoted must be "per unit" as specified, e.g., do not quote "per case" when "per dozen" is requested; otherwise, bid may be rejected.

6. Bidder must insert the price per unit and the extensions against each item in this bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions. If a price is written in numbers and alpha - the alpha will govern.

7. The prices submitted shall be exclusive of Federal and State taxes and must not include any tax for which the bidder may claim exemption because of doing business with the County.

8. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted by the County.

9. Prices shall be net FOB any point in the County of Ulster, New York. Price quoted shall include all delivery costs.

10. Where a bidder is requested to submit a bid on Individual items and/or on a total sum or sums, the right is reserved to award bids on individual items or on total sums. The County reserves the right to award in whole or in part based on the lowest responsible bid.

11. All bids received after the time stated for the opening in the Notice to Bidders may not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.

12. In all specifications, the words "or equal" are understood after each article giving manufacturer's name or catalog reference, or on any patented article. The decision of the Director of Purchasing as to whether an alternate or substitution is in fact "equal" shall be final. If bidding on items other than those specified, bidder must in every instance give the trade designation of the article, manufacturer's name, and detailed specifications of item he proposes to furnish, otherwise, bid will be construed as submitted on the identical item as specified

13. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, material, equipment, and services required and a representation that the bidder can furnish the supplies, materials, equipment, and services satisfactorily in complete compliance with the specifications.

14. If two or more bidders submit identical bids as to price, the decision of the Director of Purchasing to award a Contract to one of such identical bidders shall be final. (General Municipal Law, Sec. 103. sub. 1)

15. It is the responsibility of the bidder to offer a product that meets the specifications of the manufacturer model as listed. The bidder must submit with his bid detailed specifications, circulars and all necessary data on the commodity to be furnished. If the commodity offered differs from the provisions listed, such differences must be explained in detail. Failure to submit any of the above data may result in rejection of the bid. The County, however, reserves the right to request any additional information deemed necessary for the proper evaluation of bids.

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

COUNTY OF ULSTER - GENERAL TERMS & CONDITIONS

APPENDIX A

- 2 -

16. See attached insurance requirements. Liability, workers compensation and disability coverage statements are required of all bidders. Automobile coverage is required from those who provide delivery. Bidders who use common carriers for delivery do not need automobile coverage statements.

17. In the event satisfactory bids are not received, the Director of Purchasing reserves the right to consider alternative proposals containing deviations from County specifications. Bidders shall explain in detail where such alternatives deviate from or qualify the terms of the proposal and specifications as issued.

18. Bidder must fill in all applicable spaces on bid form. All lines must have an indication of bidder's response whether it is "o", "N/A", "--", or a dollar figure. All lines must be filled in to indicate bidder's acknowledgment of the request.

Bids that do not have all applicable lines filled in on bid sheet may be disqualified as a non-responsive bid. The County cannot assume there is "no charge" when lines are left empty.

19. The following two items will automatically render a bid unacceptable to Ulster County:

- a. Failure to sign Certification and Signature Form
- b. Failure to include necessary bid deposit (as required).

It shall be fully understood that any deviations from the inclusion of the above items will be grounds to see the bid as non-compliant and will not be considered for award.

20. Faxed or emailed bids will not be accepted.

21. The County reserves the right to purchase items included in these specifications on New York State Contracts, when available.

SAMPLES

22. Samples, when required, must be submitted strictly in accordance with instructions, otherwise, bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within ten (10) days of the request, or as directed, for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return and specifying the address to which they are to be returned provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. The County will not be responsible for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the bidder at his expense. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and the County shall have the right to dispose of them as its own property.

23. All window envelopes/mailers must conform to current U.S. Postal regulations. It is the responsibility of the

bidder to be familiar and adhere to these regulations.

AWARD

24. The Director of Purchasing reserves the right to (a) reject any and all bids not deemed in the best interest of the County, and (b) reject as informal such bids, as in his/her opinion, that are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bids. By an unbalanced bid, it is meant one in which the amount bid for one or more separate items is substantially out of line with the current market prices for the materials and/or work covered thereby.

25. The Director of Purchasing for the County of Ulster reserves the right to waive any informality or to reject any or all bids.

26. Awards will be made to the lowest responsive, responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, supplies, goods and/or services to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.

27. No contract hereunder shall, either in whole or in part, be assigned, transferred, conveyed, sublet, or otherwise disposed of to any other person, company or corporation unless approval is first obtained in writing from the County Director of Purchasing.

28. Should the successful bidder fail to meet a delivery date required by the specifications, the County Director of Purchasing has the discretion to cancel the order and terminate the contract. In such event, the County will assume no responsibility for any expense or loss to the successful bidder because of such cancellation or termination.

29. Should any material or equipment delivered fail to meet the specifications, the County Director of Purchasing has the discretion to require the successful bidder to replace the same with material or equipment which does meet the specifications and, at the successful bidder's expense, to remove the rejected material or equipment from wherever delivered or stored and in the event that such proper replacement and removal is not made by the successful bidder within 30 days, to cancel the order and terminate the contract, in which event the County will assume no responsibility for any expense or loss to the successful bidder because of such cancellation or termination.

30. If the successful bidder fails to deliver within the time specified, or within reasonable time as interpreted by the County, or fails to make replacement of rejected articles, when so requested, immediately or as directed by the County, the County may purchase from other sources to take the place of the item rejected or not delivered. The County reserves the right

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

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COUNTY OF ULSTER - GENERAL TERMS & CONDITIONS

APPENDIX A

- 3 -

to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful bidder agrees to reimburse the County promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity.

31. A contract may be canceled at the successful bidder's expense for non-performance or poor performance of contract upon ten calendar days written notice to the successful bidder.

The County reserves the right to cancel the contract at any time during the contract term by written thirty (30) day notice mailed to the address of vendor.

32. Payments cannot be processed by County facilities until contract items have been delivered in satisfactory condition and a properly completed Invoice has been submitted to the ordering agency by the successful bidder.

33. Extension of Prices - Political subdivisions and districts and others authorized by law including certain non-profit post-secondary, secondary, and elementary educational institutions may participate in contracts resulting from this bid. Upon request, non-County agencies must furnish contractor(s) with the proper tax exemption certificate.

34. It should be noted that the extension of this contract to certain political subdivision and non-public elementary and secondary schools may cause the estimated quantities to vary considerably. However, the contractor must furnish all quantities actually ordered.

35. The County of Ulster may require the successful bidder to confirm in writing, within ten days of the County's request, that said bidder will perform the contract in accordance with its bid. The failure of the bidder to so confirm may result in the cancellation of the contract by the County in its sole discretion.

36. Any errors in the bid award which are the fault of the County must be forwarded, in writing, to the Ulster County Purchasing Department within five (5) working days of the notification of award. No corrections will be made beyond that date. If errors on the part of the County are discovered too late to be corrected, we will issue a "no award" on those affected items and rebid or quote at a later date.

37. If a successful bidder exhibits a history of back orders or delayed deliveries the County of Ulster reserves the right to rescind their award and to disqualify them from future bidding.

38. Any and all awards resulting from this bid shall be final and shall be for the complete term of the contract. No rescinding of awards will be made because of bidder error or inability to supply them.

39. Title shall not pass until items have been delivered to

the County and accepted by the requesting Department.

40. Executory Clause. It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the County of Ulster and appropriated therefore, and that no liability on account thereof shall be incurred by the County beyond the monies available and appropriated for the purpose thereof.

41. The County of Ulster reserves the right to extend the term of the contract resulting from this bid for any length of time up to sixty (60) days beyond the time therein specified as the expiration date of the contract at identical terms and conditions. Written notice will be given to the contractor.

42. The County of Ulster reserves the right to cancel this contract on 30 days written notice to the contractor(s).

DELIVERY

43. Delivery must be made in accordance with the instructions to bidders and the specifications. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery. The decision of the Director of Purchasing as to reasonable compliance with delivery terms shall be final.

44. The County must be notified twenty-four (24) hours in advance of delivery.

The County reserves the right to deny acceptance of delivery if this notice is not given, at no cost to the County.

45. The Director of Purchasing will not accept any deliveries on Saturdays, Sundays or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency.

46. Items shall be securely and properly packed for shipment, storage and stocking in shipping containers and according to acceptable commercial practice, without extra charge for packing cases, baling, or sacks.

47. The successful bidder shall be responsible for delivery of items in good condition at point of destination. It shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The Receiving Department will note for the benefit of successful bidder when packages are not received in good condition. Carton shall be labeled with purchase order or contract number, successful bidder's name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

48. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the Director of Purchasing. The successful bidder will be required to furnish proof of delivery in every instance.

49. Unloading and placing of equipment and furniture is

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

COUNTY OF ULSTER - GENERAL TERMS & CONDITIONS

APPENDIX A

- 4 -

the responsibility of the successful bidder, and the County accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to it. No help for unloading will be provided by the County, and suppliers should notify their truckers accordingly.

50. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

- Contract Number and/or Purchase Order Number
- Name of Article
- Item Number (if applicable)
- Quantity
- Name of the Successful Bidder

51. Successful bidder may be requested to acknowledge, in writing, receipt of order.

52. No items are to be shipped or delivered until receipt of an official purchase order from the Ulster County Purchasing Department.

INSTALLATION OF EQUIPMENT

53. The successful bidder shall clean up and remove all debris and rubbish resulting from its work from time to time as required or directed. Upon completion of the work, the premises shall be left in a neat, unobstructed condition, and the buildings broom cleaned, and everything in perfect repair and order.

54. Equipment, supplies, and materials shall be stored at the site only on the approval of the Director of Purchasing and at the successful bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.

55. Work shall be progressed so as to cause the least inconvenience to the County and with proper consideration for the rights of other successful bidders or workmen. The successful bidder shall keep in touch with the entire operation and install its work promptly.

56. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.

57. Equipment for trade-in shall be dismantled by the successful bidder and removed at its expense. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented simply "as is." Equipment is available for inspection only at the delivery point unless otherwise specified.

GUARANTEES BY THE SUCCESSFUL BIDDER

58. The successful bidder guarantees:

(a) Its products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.

(b) To furnish adequate protection from damage for all work and repair damages of any kind for which it or its workmen are responsible, to the building or equipment, to its own work, or to the work of other successful bidders.

(c) To carry insurance as required to protect the County from loss in case of accident, fire, theft, etc. (See Insurance Requirements)

(d) That all deliveries will be equal to the accepted bid sample.

(e) That the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the County. Any merchandise provided under the contract which is or becomes defective during the guarantee-period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such replacement immediately upon receiving notice from the County.

SAVING CLAUSE

59. The successful bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the successful bidder and which by the exercise of reasonable diligence it is unable to prevent.

GOVERNING LAWS & RULES

60. Section 167b of the State Finance Law prohibits the purchase of tropical hardwood products. Any bid which included products containing tropical hardwoods shall be deemed non-responsive. Exceptions shall be from an approved source or sole source where no approved equal is available. Section 167b shall apply.

61. The Contractor shall comply with all the provisions of the laws of the County of Ulster, the State of New York and of 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

COUNTY OF ULSTER – PURCHASING DEPARTMENT

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COUNTY OF ULSTER - GENERAL TERMS & CONDITIONS

APPENDIX A

- 5 -

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. The bidder's special attention is called to those laws which are set forth below:

62. Section 103-d of the General Municipal Law of the State of New York which reads as follows:

1. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury; Non-collusive bidding certification.

(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 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 bidder 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 bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor, and

(3) 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.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official

thereof which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

2. The fact that a bidder

(a) has published price lists, rates or tariffs covering items being procured,

(b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or

(c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

3. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

63. All vendors must comply with provisions of the Toxic Waste Right To Know Law and provide the County with any and all information as required by law. All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.

64. Bids on equipment must be on standard new equipment of latest model and in current production, unless otherwise specified. All supplies, equipment, vehicles and materials must meet the provisions of the New York State Public Employee Safety and Health Act of 1980, as amended from time to time.

65. The Certification and Signature Form/Affidavit of Non-collusion and Certification of Compliance with the Iran Divestment Act must be executed by the bidder and submitted with its bid.

66. Bidders must complete the attached Ulster County forms, which include but are not limited to the Information Sheet and Vendor Reference Sheet. These forms must be submitted with the proposal.

ADDENDA AND INTERPRETATIONS

67. No verbal interpretation of the intent of any of the specifications or other Contract Documents will be made before receipt of bids. Requests for interpretations prior to receipt of bids must be presented, in writing, to the Director of Purchasing, 100 Development Court, Kingston, NY 12401, and

COUNTY OF ULSTER – PURCHASING DEPARTMENT

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PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

COUNTY OF ULSTER - GENERAL TERMS & CONDITIONS

APPENDIX A

- 6 -

to be given consideration must be received by the Director of Purchasing at least seven (7) days prior to the date set for the opening of bids.

68. Any interpretation, and any additional information or instruction will, if issued, be in the form of a written Addenda sent to all holders of this RFB, who have made the County aware of their intent to submit a bid, at the addresses furnished therefore, at least five (5) days prior to date set for the opening of bids.

69. Failure of any bidder to receive any Addenda shall not relieve such bidder from any obligation under this bid as submitted. All Addenda so issued shall become a part of the Contract Documents

QUALIFICATIONS OF BIDDERS

70. The County reserves the right to make such investigation as it may deem necessary or advisable to determine any bidder's ability to do the work, and the bidder shall furnish to the County, on request, all data and information pertinent thereto. The County reserves the right to reject any bid if such investigation fails to satisfy the County that the bidder is fully qualified to do the work. Financial instability of a bidder may be cause for non-award.

71. Conditional bids will be considered informal and will be rejected.

EXCEPTIONS TO GENERAL CONDITIONS

72. All of the above statements shall hold true to all bids unless superseded by specific information included in the Specifications or Product Specifications in the bid document.