

JEFFERSON COUNTY PURCHASING DEPARTMENT
HISTORIC COURT HOUSE, 195 ARSENAL STREET
WATERTOWN, NEW YORK 13601-2565
PH: (315) 785-3077
FAX: (315) 785-7591
Email: Purchasing@co.jefferson.ny.us

Date of Notice: July 28, 2023

Notice to Bidders

In accordance with Section 103 of General Municipal Law, State of New York, Jefferson County (herein called the County) invites the submission of sealed bids for:

BID #23-34 PURCHASE & DELIVERY OF OFFICE PAPER FOR JEFFERSON COUNTY

The historical value of this contract based on the previous award is approximately \$27,634.00 annually.

Bids will be received by the County until **THURSDAY, AUGUST 17, 2023, AT 3:00PM EST.**, at the office of the Purchasing Department, 195 Arsenal Street, Watertown, New York 13601. Bids may not be submitted via fax or email, and all bids submitted must remain valid for up to forty-five (45) days from the date of the bid opening. No bids will be considered if received after the due date and time and the Purchasing Department shall assume no responsibility for the premature opening of any bid not properly addressed and identified.

Copies of this bid may be examined and copies obtained at the County Purchasing Department. The County reserves the right to reject any and all bids received.

All questions regarding this bid should be submitted in writing (mail, fax, or email) to the County Purchasing Department.

INSTRUCTIONS TO BIDDERS & GENERAL REQUIREMENTS

1. With submission of a bid, a Bidder agrees to be bound by the requirements set forth in the following general conditions. Whenever reference is made to “Contractor”, “Bidder”, or “Vendor”, this shall include the party with whom the County has entered into an agreement, as well as any subcontractors whom the Bidder has engaged. Please submit two (2) copies - one (1) original unbound and one (1) copy.
2. The County does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of documents or documents that were not directly issued by the Jefferson County Purchasing Department. Any Vendor submitting a bid based on incomplete or inaccurate information resulting from documentation received from a third party shall not have cause for relief or completion of a contract in accordance with the official documents on file with the Purchasing Department. Verbal explanations or instructions regarding this bid provided by anyone other than an employee of the Purchasing Department shall be considered informal and will not be binding on the County unless confirmed in writing as an amendment to this solicitation, if such information is deemed necessary for the preparation of uniform bids. The County reserves the right to “Revise” or “Amend” the bid specification prior to the bid opening date by “Written Addenda”.

Prior to submission of a bid it is the responsibility of each Bidder to become fully familiar with the requirements of this solicitation. No Bidder may plead misunderstanding because of the misinterpretation of estimates, scope of work, or other issues related to this request. It shall be the responsibility of each Bidder to identify any apparent discrepancy in the specifications or question of interpretation thereof. Failure to do so constitutes acceptance as written. The apparent silence of this specification as to any details or the omission from it of a detailed description concerning any part shall be interpreted as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used. The County shall have the right to waive any technical defect, qualification, omission, informality, or irregularity in any bid received if, in its judgment, the best interest of the County shall thereby be served. **The County will issue no response to any request for clarification received within seven (7) days of the due date.**

3. Bids should be submitted in a sealed envelope marked with the name of the bid and the words “**SEALED BID**” written on the outside of the envelope. Please submit two (2) copies - one (1) original unbound and one (1) copy. No employee in the Purchasing Department will be held liable for the premature opening of any bid received not designated as such. Bids submitted by **FAX OR E-MAIL** will not be accepted.
4. Taxes. No charge will be allowed for federal, state, sales, and excise taxes from which the County is exempt. Exemption Certificates will be provided upon request.
5. Deviations. Deviations to the specifications must be fully explained, and if judged to be in the best interest of the County, may be accepted at the sole discretion of the County.
6. Qualifications. Each Bidder must be prepared to present satisfactory proof of his ability to successfully complete the requirements of this solicitation.
The County reserves the right to make whatever investigations or inquiries necessary to determine the competency and ability of any Bidder to complete the requirements of this solicitation. A review may include but not be limited to inspection of the Bidder’s facilities and equipment, references or previous contract performance with the County or others.
7. Accountability - Bidder shall be fully accountable for his or her performance under any contract executed pursuant to this solicitation, and agrees to answer under oath all questions relevant to the

performance thereof as to any transaction, or action done or omitted in connection therewith if called before any Judicial, County or State Office or Agency empowered to investigate the contract or performance. By submitting a bid, the bidder affirms that all the requirements of the specifications are understood and accepted, and prices quoted shall be considered all-inclusive except as noted.

Each bidder affirms that all figures provided are correct to the best of their knowledge and understands that Jefferson County will not be responsible for any errors or omissions on the part of the bidder regarding estimates, calculations, or preparation of the bid, and will not be grounds for withdrawal or correction of the bid or bid security except as provided under General Municipal Law. In case of errors between unit and extension of prices, the unit price will govern.

8. **Award.** The County has endeavored to incorporate within these specifications all the elements which it reasonably anticipates will be required to obtain responses from qualified Bidders. By submission of a bid you agree to provide goods or services consistent with these specifications unless otherwise stated. The bid will be awarded to the lowest responsive and responsible Bidder meeting the specifications or providing acceptable deviation.

The County reserves the right to reject in whole or part, any or all bids deemed not to be in the best interest of the County at the sole discretion of the County. If two or more Bidders submit identical bids as to price, the decision of the County to award a contract to one of such Bidders shall be final. If, after review it is determined that both bids are essentially equivalent the names of both bidders will be placed in a container and the winning bid selected by a draw witnessed by a minimum of two members of the Purchasing Department and a member of the County Audit department. The resulting contract award shall be deemed executory only to the extent of the monies appropriated and available, and no liability on account thereof shall be incurred by the County beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or office creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the contract.

The County intends to issue a formal Purchase Order to purchase the goods and/or services described in this solicitation. The Terms and Conditions that govern all Purchase Orders issued by Jefferson County are available on the Purchasing Department link of the County's Website at www.co.jefferson.ny.us.

It is understood that the successful Contractor is an independent Contractor and shall not be considered an agent of the County, nor shall any of the Contractor's agents or employees be considered subagents for the County.

PLEASE NOTE THAT THE COUNTY WILL NOT PROVIDE VERBAL RESULTS OF ANY BID. REQUESTS FOR BID RESULTS MUST BE SUBMITTED IN WRITING (EMAIL IS ACCEPTABLE) TO THE JEFFERSON COUNTY PURCHASING DEPARTMENT AT purchasing@co.jefferson.ny.us RESPONSES WILL BE PROVIDED AS SOON AS POSSIBLE.

9. **Indemnification.** CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY, and its officers, employees and agents from and against any and all claims, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorneys' fees and disbursements), known or unknown, contingent or otherwise, whether incurred as a result of a claim by a third party or any other person or entity, arising out of or in any way related to: (a) the work or operations of CONTRACTOR in the performance of this Agreement; or (b) CONTRACTOR'S failure to comply with any of the provisions of this Agreement or of the Law. Insofar as the facts and Law relating to any claim would preclude COUNTY or its officers, employees or agents, from being completely indemnified by CONTRACTOR, COUNTY and its officers, employees and agents, shall be partially indemnified by CONTRACTOR to the fullest extent permitted

by Law. The acts or omissions of any party employed directly or indirectly by CONTRACTOR, shall be deemed to be that of CONTRACTOR for the purposes of the CONTRACTOR's obligations to defend, indemnify and hold harmless under this Section. The fact that a party so employed by CONTRACTOR is alleged to or is proven to have acted outside the scope of employment, agency or contract, shall not relieve CONTRACTOR of any of its duties under this Section.

10. Venues and Disputes. The exclusive means of disposing of any dispute arising under a contract with Jefferson County, which is not disposed of by agreement, shall be decided in a New York State Court of competent jurisdiction located within Jefferson County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the Vendor must proceed diligently with contract performance. The Vendor waives any dispute or claim not made in writing and received by the County within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for sum certain and must be fully supported by all cost and pricing information.
11. Contract Term and Renewal Option. The initial contract term shall be from **Date of Award through 8/31/2024.**
12. Contract Cancellation. Unless otherwise noted, the County of Jefferson retains the right to cancel any contract without cause provided the Vendor is given at least thirty (30) days notice of intent to cancel. This provision should not be understood as waiving the County's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. The County may cancel a contract for any of, but not limited to the following:
 - If a pattern develops where a vendor consistently fails to deliver product or services which do not meet the original specifications of the award
 - It is determined that gratuities in the form of entertainment, gifts, or otherwise were offered or given by a Vendor, his agent, or representative to any County official or employee with intent toward securing favorable treatment with respect to the award of a contract or the performance of an agreement
 - It is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the solicitation process or the performance of the agreement
 - It is determined that said improper or illegal acts occurred, the County shall be entitled to terminate any agreement and/or exercise any other remedy available to it under existing law.

In the event of any termination, postponement, delay, suspension, or abandonment the Vendor shall deliver to the County all data, reports, plans, or other documentation related to the performance of the contract, including, but not limited to guarantees, warranties, plans, and shop drawings. In any of these events the County shall make settlement with the Vendor upon an equitable basis as determined by the County and shall fix the value of the work which was performed by the Vendor prior to the postponement, suspension, abandonment, or termination of the contract.

13. Pursuant to the provisions of Section 109 of the General Municipal Law, no Bidder to whom a contract is granted or awarded shall assign, transfer, convey, subcontract, or otherwise dispose of all or part of such contract, or of his right, title, and interest herein, including the performance of the contract or the right to receive monies due, or to become due, or of his power to execute the contract without the prior written consent of the Jefferson County Purchasing Department.

Prior to submitting a subcontractor for approval, bidder shall diligently inquire into the capability, qualifications, and background of the subcontractor, and the submission of a subcontractor for approval shall constitute an affirmative representation by the bidder that the subcontractor is fully capable, qualified, and licensed to provide the subcontracted services. Any subcontract entered into by the bidder pursuant to this bid shall provide that the bidder will retain ultimate control and responsibility for the service provided under the subcontract and that the subcontractor shall be bound by the provisions of the agreement between the bidder and the County and any other

requirements applicable shall be deemed to exist between any subcontractor and the County, nor shall the bidder be relieved of any of the bidder's obligations under this contract, as a consequence of any subcontract approved by the County.

In the event the Bidder shall, without prior written consent, assign, transfer, convey, subcontract or otherwise dispose of the contract, or of his right, title, and interest herein, including the performance of the contract, or the right to receive monies due, or to become due, or his power to execute such contract, to any other person or corporations or upon receipt by Jefferson County of an attachment against the Bidder, the County of Jefferson shall be relieved and discharged from any and all liability and obligation growing out of such contract to such Bidder and the person or corporation to which such contract shall have been assigned, his assignees, transferees, or sublessee shall forfeit and lose all monies theretofore assigned on this contract, except so much as may be required to pay his employees.

14. The Successful Bidder agrees to comply with any and all applicable laws, codes, and regulations in connection with the goods and services called for in this bid as well as the non-discrimination and employment practices as required by applicable State and Federal laws and regulations regarding employment discrimination. The bidder assures the County that in accordance with applicable law: it does not and agrees that it will not discriminate in any manner on the basis of age, color, creed, national origin, race, religious beliefs, sexual preference or handicap.
15. FOIL. Submission of a bid or proposal to Jefferson County shall be deemed consent for the proposal to be publicly identified, and the information contained therein shall be deemed a matter of public record unless such information is designated by the party submitting the bid or proposal as trade secrets or other information allowed to be kept confidential pursuant to the Public Officers' Law of the State of New York.

All material submitted in response to this Bid becomes the property of the County and will be considered public records after the award of the contract. Proposals shall not be shared with any competing offerors during the selection phase of this procurement; however, after award of the contract to the successful offeror, proposals received in response to this Request for Proposal may be subject to disclosure under a provision of the Freedom of Information Act. Information in proposals that is clearly identified as proprietary will not be disclosed at any time. Blanket statements that all contents of the proposal are confidential and proprietary will not be honored by the County. The New York State Freedom of Information Law (FOIL), as set forth in Public Officers Law, Article 6, mandates public access to certain government records. Generally, proposals submitted in response to this Bid may constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. To protect this information from disclosure under FOIL, Proposers should specifically identify the pages of the proposal that contain such information by properly marking the top of the applicable pages as "CONFIDENTIAL" and inserting the following statement in the front of its proposal:

The information or data on pages _____ of this proposal, identified on the top thereof as "CONFIDENTIAL", contain financial, technical, or other information which constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. We request that the County use such information only for the evaluation of this proposal but we understand that the Authority must comply with the provisions of the New York State Freedom of Information Law (FOIL) and public disclosure of the information contained in this proposal whether or

not marked as "CONFIDENTIAL", and to make no claim for any damages as a result of any such disclosure by the County pursuant to FOIL.

In the event the County receives a FOIL request for disclosure of information marked as "CONFIDENTIAL", the Proposer shall be notified of the request and may expeditiously submit a detailed statement and explanation indicating the reasons the Proposer has for believing that the information requested is exempt from disclosure under the law. This detailed statement and explanation shall be used by the County in making its determination as to whether disclosure is required under the law.

"When submitting a bid for consideration, unless otherwise noted, all bidders understand that Jefferson County may reject all submissions that are marked "confidential" either substantially or in their entirety (other than narrowly defined data considered a 'trade secret'. All submissions are considered non public information until the evaluation is complete and a Contract or Purchase Order is issued. At that point all submissions become public record."

16. Jefferson County may access contract pricing available through New York State contracts, GSA Schedule 70, Schedule 84, and Schedule 1122 contracts, and may "piggyback" on some contracts let by other municipal governments. If your products or services are offered through one of these sources you may offer the pricing of the alternate contract already in place. If at any time during the term of this contract the successful vendor also has a NYS, GSA, or other contract legally available to the County through General Municipal Law, the County reserves the right to purchase from any or all of the contracts and the vendor agrees to supply goods or services in accordance with that contract if requested to do so.

17. Requirements Contract. Bidder acknowledges that the Contract that will be entered into as a result of this solicitation will be a Requirements Contract, and the County guarantees no minimum or maximum purchases will be made. The County will have no obligation to the Contractor if no items or services are required. Any quantities which are included are the present expectations for the period of the contract and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The bidder further understands that the County may require services in excess of the estimated annual contract amount and that such excess shall not

give rise to any claim for compensation other than at the unit prices in this Contract. This contract is an Indefinite Quantity Contract. All quantities or dollar values listed within these specifications are estimates.

Applicable _____

Not Applicable _____

18. Iranian Energy Sector Divestment. Contractor hereby represents that said Contractor is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor has not:
- a. Provided goods and services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquified natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquified natural gas for the energy sector of Iran; or
 - b. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

Any Contractor who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible Bidder pursuant to Section 103 of the New York State General Municipal Law.

Except as otherwise specifically provided herein, every Contractor submitting a bid in response to this Request for Bids must certify and affirm the following under penalties of perjury:

- 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 its knowledge and belief, that each Bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b)."

Jefferson County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

Except as otherwise specifically provided herein, any Bid that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder cannot make the certification as set forth in subdivision (a) above, the Bidder shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid to any Bidder who cannot make certification, on a case-by-case basis under the following circumstances:

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The County of Jefferson has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Jefferson would be unable to obtain the goods or services for which the Bid is offered. Such a determination shall be made by the County in writing and shall be a public document.

19. Contract Price Adjustments:

All prices submitted must remain firm for a period of **ninety (90) days** from the date of award after which subsequent price adjustments will be considered by the County.

All requests for price adjustments must be submitted to the County in writing a minimum of thirty (30) days prior to the date of the requested adjustment. The change in price structure must be based on fluctuations in the latest published Consumer Price Index (CPI) for all urban consumers as published by the U.S. Department of Labor, Bureau of Labor Statistics which is available at <https://stats.bls.gov> OR on official notification from the manufacturer to the vendor.

If, following the initial sixty (60) day term of the contract the awarded vendor is unable to meet contractual requirements in whole or in part based on the price structure of the contract, they shall immediately notify the County in writing. The County may, but is not required to consider an adjustment to the contract terms and/or price structure.

Should the County in its sole discretion determine during the contract term that the contract price structure results in prices which are unreasonable, excessive, or not truly reflective of current market conditions, and no adjustment to the contract terms and/or pricing is mutually agreeable, the County may terminate the contract through written notice to the vendor, purchase from an alternate source, or rebid the contract.

20. Sexual Harassment. 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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law. Where competitive bidding is not required, state departments and agencies may, at their discretion, require the above certification. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>
21. Fuel Surcharge. The County shall consider the implementation of a fuel surcharge as a result of a national or worldwide catastrophe that causes the "Weekly US On-Highway Diesel Fuel Price" for the Central Atlantic (New York State) region to exceed 1.5 times the price per gallon at the time of bid opening. For example, if the price at the time of Bid Opening is \$4.00 a gallon; the price per gallon would have to exceed \$6.00 a gallon before Jefferson County would consider implementing a fuel surcharge.

**BID #23-34
OFFICE PAPER
DETAILED SPECIFICATIONS**

It is not necessary to submit a bid on every item to be considered for award.

Although our preference is to award all items to a single vendor the County reserves the right to award to multiple vendors based on lowest cost. Quantities noted are best estimates of annual usage.

The County will issue a purchase order to the Successful Vendor(s) for the total estimated quantities noted. The Vendor agrees to provide releases and delivery to the County at no additional expense for **#10 Social Services every 2-3 months approximately 50 cases up to 90 cases, and #14 Public Health on an as-needed basis.** Please indicate any minimum quantity delivery/release requirements with your bid for these items.

The items designated with a 'C' represent those which may be shipped complete and will be ordered shortly after award.

The following locations are provided as required individual delivery and invoice sites. The County Office Building and the Human Services Building have a loading dock.

Jefferson County Central Printing Department
County Office Building
175 Arsenal Street
Watertown, NY 13601

Jefferson County Real Property Tax Department
County Office Building
175 Arsenal Street
Watertown, NY 13601

Jefferson County Social Services Department
Human Services Building
250 Arsenal Street
Watertown, NY 13601

Jefferson County Public Health Service
531 Meade Street
Watertown, NY 13601

Jefferson County Information Technology
County Office Building
175 Arsenal Street Basement
Watertown, NY 13601

Recycled paper is subject to approval by the County unless already specified as acceptable in the bid. Any recycled product bid must be identified as such on the Bid Page.

The County reserves the right to request samples of any product bid.

All xerographic bond furnished must be unconditionally guaranteed to provide trouble-free operation when used on xerographic type dry toner copiers - both regular speed and high speed machines.

All paper is to be ream wrapped in moisture resistant wrapper. Each ream package must have a label affixed to one end indicating the brand, size, color, number of sheets, substance weight and grain. Each ream label should include an appropriate marking to indicate the correct way the paper is to be loaded into a copier. This requirement can be eliminated only if the sheet proposed will operate trouble-free on either side. Reams are to be packed in corrugated cartons - 5000 sheets/carton for 8-1/2" x 11" and 8-1/2" x 14", and 2500 sheets/carton for 11" x 17".

All individual prices for each item must be a delivered price.

BID #23-34
OFFICE PAPER
BID PAGE

ITEM #	DESCRIPTION	2023 QTY REQUIRED	BRAND	ITEM #	# OF SHEETS PER CARTON	PRICE	M/ROLL/CARTON	TOTAL BID
	A. CENTRAL PRINTING DEPARTMENT							
1	XEROGRAPHIC BOND, MULTIPURPOSE, WHITE, SUB 20, 8-1/2" X 14", FOR USE IN HIGH SPEED COPIERS, LASER PRINTERS, INKJET PRINTERS AND FAX MACHINES, 5M/CARTON	60,000						
C		(60M) (12 CARTONS)						
2	XEROGRAPHIC BOND, MULTIPURPOSE, WHITE, SUB 20, 11" X 17", 2,500/CARTON	15,000						
C		(15M) (6 CARTONS)						
3	SULFITE INDEX SHEETS, WHITE, SUB 110, 8-1/2" X 11", 2M/CARTON	12,000						
C		(12M) (6 CARTONS)						
4	SULFITE INDEX SHEETS, CANARY, SUB 110, 8-1/2" X 11", 2M/CARTON	6,000						
C		(6M) (3 CARTONS)						
5	SULFITE INDEX SHEETS, BLUE, SUB 110, 8-1/2" X 11", 2M/CARTON	6,000						
C		(6M) (3 CARTONS)						
6	NCR CARBONLESS BOND, 2 PART SETS, REVERSE SEQUENCE, 8-1/2" X 11", 2,500 SETS/CARTON	20,000						
C		(20M) (8 CARTONS)						
7	NCR CARBONLESS BOND, CANARY, CFB-20, 20 LB, 8-1/2" X 11", 5M/CARTON	5,000						
C		(5M) (1 CARTON)						
8	NCR CARBONLESS BOND, WHITE, CB-20, 8-1/2" X 11", 5M/CARTON	10,000						
C		(10M) (2 CARTONS)						
9	NCR CARBONLESS BOND, PINK, CB-20, 8-1/2" X 11", 5M/CARTON	10,000						
C		(10M) (2 CARTONS)						
	TOTAL CENTRAL PRINTING DEPARTMENT							

COMPANY NAME: _____

DATE: _____

BID #23-34
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BID PAGE

ITEM #	DESCRIPTION	2023 QTY REQUIRED	BRAND	ITEM #	# OF SHEETS PER CARTON	PRICE	M/ROLL/CARTON	TOTAL BID
B. SOCIAL SERVICES								
10	XEROGRAPHIC BOND, MULTIPURPOSE, WHITE, SUB 20, 8-1/2" x 11", FOR USE IN HIGH SPEED COPIERS, LASER PRINTER, INK JET PRINTERS AND FAX MACHINES, 5M/CARTON	2,500,000						
		(2500M) (500 CARTONS)						
11	XEROGRAPHIC BOND, MULTIPURPOSE, WHITE, SUB 20, 8-1/2" x 14", FOR USE IN HIGH SPEED COPIERS, LASER PRINTERS, INK JET PRINTERS AND FAX MACHINES, 5M/CARTON	50,000						
C		(50M) (10 CARTONS)						
TOTAL SOCIAL SERVICES								

C. REAL PROPERTY								
12	20#, WHITE, XEROGRAPHIC BOND, 3" CORE, 30" X 500' (FOR KIP 7170)	10						
C		ROLLS						
13	24#, COATED, WHITE, INKJET BOND, 2" CORE, 42" X 150', FOR COLOR PRINTS	20						
C		ROLLS						
TOTAL REAL PROPERTY								

D. PUBLIC HEALTH								
14	36#, WIDE FORMAT INKJET MEDIA COATED BOND PAPER, 36" x 100', 95 BRIGHTNESS	TO BE ORDERED ON AN AS NEEDED BASIS						
TOTAL PUBLIC HEALTH								

E. INFORMATION TECHNOLOGY								
15	XEROGRAPHIC BOND, MULTIPURPOSE, WHITE, SUB 20, 8-1/2" X 11" FOR USE IN HIGH SPEED COPIERS, LASER PRINTER, INK JET PRINTERS AND FAX MACHINES, 5M/CARTON	5,000						
C		(5M) (1 CARTON)						
TOTAL INFORMATION TECHNOLOGY								

COMPANY NAME: _____

DATE: _____

BID PROPOSAL CERTIFICATIONS

Firm Name: _____

Business Address: _____

Telephone Number: _____ Fax Number: _____

Email: _____ Federal ID Number: _____

I. General Bid Certification

The bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this bid.

Any deviation to specifications is fully explained and attached. By signing and submitting this bid for consideration to the County of Jefferson, the vendor acknowledges that they have read, understand, and agree to the specifications as presented without reservation or alteration.

Deviations: Yes _____ No _____

II. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that he is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. 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 its 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 or 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 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 shall so state and shall furnish with the bid a signed statement which set forth in detail the reasons therefore. 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 to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

- (1) 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 subparagraph one (a).

Printed Name of Signer _____
Authorized Signature _____
Title _____
Date _____

NON-BIDDER'S RESPONSE

For purposes of maintaining accurate Bidder's lists and facilitating your firm's response to our invitation for bid, the County of Jefferson is interested in ascertaining reasons for prospective Bidder's failure to respond to invitations for bids. 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 Jefferson County Purchasing Director, 195 Arsenal Street, Watertown, New York 13601. This form may be returned by mail or fax. Faxes may be sent to 315-785-7591. Failure to submit either a bid proposal or return this form will result in removal of your firm's name from our Bidder's lists. Thank you for your cooperation.

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 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:

- We are unable to bid at this time but would like to continue to receive invitations for bids.
- We are unable to bid and wish to be removed from the Bidder's list.

NAME OF FIRM: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

BY: _____

Signature of Representative

DATE: _____

Bid Number: 23-34 Bid Name: PURCHASE & DELIVERY OF OFFICE PAPER FOR JEFFERSON COUNTY

Attachment
Certification Pursuant to Section 103-g
of the New York State
General Municipal Law

- 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 its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the Bidder cannot make the foregoing certification set forth in Paragraph A above, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to whom the bid is made, or his designee, may award a bid, on a case by case basis under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods and services for which the contract is offered. Such a determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name