JEFFERSON COUNTY PURCHASING DEPARTMENT
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WATERTOWN, NEW YORK 13601-2565
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Date of Notice: June 22, 2020

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 #20-23 PURCHASE & DELIVERY OF DAIRY PRODUCTS FOR JEFFERSON COUNTY

The historical value of this contract based on the previous award is approximately $42,000.00 annually.

Bids will be received by the County until **Thursday, 7/16/2020, 3:15 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 three (3) copies one (1) original unbound two (2) copies.

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 ten (10) 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 three (3) copies one (1) original unbound two (2) copies. 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. 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. 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. Insurance. CONTRACTOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation Insurance, Employer's Liability Insurance, Disability Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms, shall be written by insurers licensed to do business in the State of New York and which have an A.M. Best Rating of A(-) or better as determined in the most recent A.M. Best publication, and who have been fully informed as to the nature of the SERVICES to be performed, and shall cover risks and liability to CONTRACTOR resulting from this Agreement. Commercial General Liability shall include personal injury liability.
The COUNTY, its officers, employees and agents shall be named as additional insureds on a primary and non-contributory basis on CONTRACTOR'S Commercial General Liability policy. In addition, a waiver of subrogation shall apply in favor of the COUNTY, its officers, employees and agents on CONTRACTOR'S Commercial General Liability policy. It is further understood that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of CONTRACTOR and not those of the COUNTY.

Notwithstanding anything to the contrary in this Agreement, CONTRACTOR irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Section. The provision of insurance by CONTRACTOR shall not in any way limit CONTRACTOR's liability under this Agreement.

Type of Coverage	MINIMUM Limits of coverage
Workers' Compensation and NYS Disability	Statutory

Business Automobile Liability (Combined Bodily Injury and Property Damage arising out of the ownership, operation, use, loading or unloading of all owned, leased, hired and non-owned vehicles)	$1,000,000 Combined Single Limit
Commercial General Liability, (including Broad form contractual Liability, combined bodily injury and property damage)	$1,000,000 Each Occurrence $2,000,000 General Aggregate Limit $2,000,000 Products-Completed Operations $1,000,000 Advertising/Personal Injury $5,000 Premises Medical Payment

Each policy of insurance required herein shall be specifically endorsed to provide that in the event of cancellation, non-renewal, or material change on the part of the insurer, prior written notice shall be provided to COUNTY in accordance with the terms of the CONTRACTOR'S policy. The inclusion of such endorsement shall be confirmed on the certificates of insurance required herein.

At the time of execution of this Agreement, and upon each policy renewal, CONTRACTOR shall submit to COUNTY certificates of insurance evidencing CONTRACTOR's compliance with the requirements of this Section, including certificates of insurance from any approved subcontractors. The CONTRACTOR shall furnish the appropriate ACORD Form Certificate of Insurance to COUNTY to evidence all coverage set forth above except Workers' Compensation and Disability Insurance. **A copy of the additional insured and waiver of subrogation endorsement forms must be submitted with the insurance certificates.**

Workers' Compensation coverage must be evidenced by Form C105.2 or New York State Insurance Fund Form U26.3. Disability Insurance coverage must be evidenced by Form DB120.

REQUIRED EXTENDED REPORTING COVERAGE FOR CLAIMS BASED POLICIES

In the event that CONTRACTOR'S Commercial General Liability Policy is a "claims made" policy, and coverage thereunder is cancelled or otherwise not renewed, and such policy is not replaced with another "claims made" Commercial General Liability Policy which provides continuing, uninterrupted coverage, CONTRACTOR shall be required to purchase extended reporting products-completed operations coverage for a minimum of three (3) years after completion of all work required of CONTRACTOR under this Agreement.

REQUIRED MINIMUM RETROACTIVE DATE FOR CLAIMS BASED POLICIES

In the event that CONTRACTOR'S Commercial General Liability Policy is a "claims made" policy, the retroactive date for products-completed operations coverage under such policy must be at least one (1) year prior to the commencement date of this Agreement and must be shown on the appropriate ACORD Form Certificate of Insurance furnished to COUNTY.

10. 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.

11. 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.

12. Cooperative Bidding. It is understood and agreed that in addition to the County of Jefferson, other County agencies as well as Municipalities and School Districts throughout New York State may also "piggyback" off this contract and enter into its own contract with the successful Bidder.
Jefferson County reserves the right to allow all municipal and not for profit organizations and School Districts authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However it is understood that the extension of the contract to a Municipality or School is at the discretion of the Vendor and the Vendor is only bound to any contract between the County of Jefferson and the Vendor.

No officer, board or agency of a county, town, village, or school district shall make any purchase through a County contract unless such purchase is made based on the same terms, conditions and specifications as the County's contract award.
Upon request, participating entities must furnish the Contractor with the proper tax exemption certificates and documentation of tax exempt status and all purchases shall be subject to audit by the political subdivision or district for which the purchase was made.
All orders will be placed by the participating entities and each entity shall be billed by and make payment directly to the successful Bidder.

The sole responsibility with regard to performance of the contract, or any obligation, covenant, condition or term thereunder is between the successful Bidder and the participating entities and not Jefferson County. In the event of a failure or breach in performance of any such contract by a participating entity or the successful Bidder, Jefferson County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Jefferson County centralized contract. The County reserves the right to purchase any goods or services included as part of this solicitation from any means legally available to it at any time.

Applicable_____√_____ Not Applicable_____

13. Contract Term and Renewal Option. The initial contract term shall be for the period **8/1/20 – 7/31/20.** If mutually agreed between the County and the Vendor, the contract may be renewed under the same terms and conditions for (1) one additional year not to exceed a total contract term of (2) two years. Notice of intent to renew will be provided to the contractor generally within ninety (90) days prior to the expiration date of the current contract. This notice shall not be deemed to commit the County to renew the contract for the renewal period until such time as the County takes official action (generally by issuing a formal Purchase Order) to commit to such renewal. The County may issue new bids for a replacement contract at any time during the term of the initial contract if deemed necessary by the County to do so.

14. 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, warrantees, 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.

15. Short Term Extension. In the event a replacement contract has not been issued, any contract may be extended unilaterally by the County for an additional period of up to one month upon notice to the Vendor based on the same terms and conditions as the original contract. With the concurrence of the Vendor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

16. Emergency Purchasing. In the event that a disaster emergency is declared by Executive Order under Section 28 of Articles 2-b of the Executive Law, that an emergency exists requiring the prompt and immediate delivery of products or services, the County reserves the right to obtain such products or services from any source, including but not limited to this contract, as the County determines will meet the needs of such emergency. Vendor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

In the event an official "State of Emergency" is declared the successful Vendor agrees to provide any or all associated products and/or services on a 24/7 basis upon verbal or written notification by a representative of the County Purchasing Department or other assigned representative. Said products or services shall be provided within twelve hours of notification by the County Monday through Friday between 8:00am and 5:00pm and within twenty-four hours during off hours, weekends, or holidays.

Upon request of the County the successful Vendor shall provide a list of at least two names and contact information of the individuals having the authority to initiate the delivery of said products/services as needed. Upon request, the successful Vendor shall also supply a detailed plan for backup delivery of products and/or services in the event their main supplier is unable to fulfill the needs of the County in an emergency situation.

17. 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.

18. 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.

19. Audit. The County, or its duly authorized agent, shall have access to and copies of the Contractor's records, including any books, electronic media, or programs, or material pertaining to work performed under the contract, at no cost to the County, to determine and verify the compliance with all contractual conditions. The County shall be granted access to such records at all reasonable times during the contract period and for three (3) years thereafter.

20. FOIL. 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.

21. Equivalency. In submitting a proposal, the Bidder is agreeing to provide goods and services consistent with the specifications. Where a brand name or equivalent specification is used in this solicitation, the use of any brand name noted is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition.

A Contract, if awarded, will be on the basis of materials and equipment as described in the Drawings, or the Specifications, and "or equal" items submitted by the Bidder and accepted by the County. The Bidder may offer "or equal" items that meet the same performance or reliability standards as specified herein. If the Bidder offers an "or equal" item, the Bidder must include with the bid package, documentation establishing equality of construction, operation and utility. Said "or equal" items shall be accepted or rejected based upon the County's evaluation of the submitted documentation. All costs associated with the review of any "or equal" items prior to recommendation to award, shall be at the Bidder's expense.

If a submitted "or equal" item is rejected, the Bidders shall be afforded an opportunity to meet with the County to offer additional qualifying opinions and information prior to the County rejecting the bid. The Bidder shall not have the opportunity to submit any alternative materials or equipment after the bids are opened.

The decision to accept or reject an "or equal" item rests solely with the County. If a substitute "or equal" item is not accepted by the County, the bid will be deemed non-responsive and the County shall reject this bid. The next lowest responsive bid shall then be reviewed for recommendation of award.

22. 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.

23. 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_____

24. Force Majeure: Except for the County's obligation to make payment for goods and/or services delivered hereunder, neither party hereto shall be liable for any failure to perform the terms of the contract when such failure is due to "force majeure" as hereinafter defined. The term "force majeure" as employed in this specification shall mean acts of God, strikes, lockouts, or industrial dispute or disturbances, civil disturbances, arrests and restraint from rulers or people, interruption by government or court orders, present and future valid orders of any regulatory body having proper jurisdiction, acts of the public enemy, wars, riots, blockades, insurrections, inability to secure or a delay in securing labor or materials, including delay in securing or inability to secure materials by reason of allocations promulgated by authorized governmental agencies, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, explosions, inability to obtain easements or right-of-way.

The "force majeure" shall, so far as possible, be remedied with a reasonable dispatch. The settlement of strikes or lockouts or industrial disputes or disturbances shall be entirely within the discretion of the party having the difficulty and the above requirement that any "force majeure" shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or industrial disputes or disturbances by acceding to the demands of any opposing party therein when such course is inadvisable in the discretion of the parties having the difficulty.

25. 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.

26. 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

BID #20-23
DAIRY PRODUCTS
BID SPECIFICATIONS AND REQUIREMENTS

It is the intent of these specifications to describe miscellaneous dairy products which comply with the regulations and requirements of the New York State Department of Agriculture and Markets, and the local Health Department. All Milk (1/2 Pints, ½ Gallons and Gallons) shall be 2% unless otherwise noted.

Please note that approximate requirements are based on historical consumption patterns. Actual requirements may vary throughout the contract term. The County reserves the right to adjust daily product requirements (increase/decrease) by providing a minimum three-day notice to the supplier.

Vendor must agree to provide, upon request, assistance in the event of internal or natural disasters. This may include but not be limited to, access to and delivery of refrigerated vehicles for storage of product. Submission of your bid indicates your concurrence with this provision unless otherwise noted.

Price
Price is net, per unit of issue (gallon, pint, etc.), F.O.B. delivered to location listed. Price includes unloading by the contractor to the location and in the time frames stated.

Award
Award will be made to the lowest responsible vendor whose 'Unit Price Delivered' meets the bid specifications. Only one Vendor will be awarded the bid. The County reserves the right to reject any and all bids or portion thereof.

Deposit Charge for Milk Cases
The Contractor may assess a deposit charge as established by New York State Department of Agriculture and Markets for each milk case delivered to the using facility and which upon delivery remains at the premises of the facility. Ownership of each milk case properly identified with the name or other business identification of the person or company who is the owner remains with that owner notwithstanding the imposition of the deposit.

The deposit may be held by the Contractor so long as the milk case or its replacement remains on the facility premises and until such time as it is returned to the contractor in useful condition allowing for normal wear and use.

Source of Supply
All milk products shall be from producers whose farms are subject to the supervision of the New York State Department of Agriculture and Markets. All milk must be from sources approved by the New York State Department of Agriculture and Markets and the contractor must hold a regular permit from the New York State Department of Agriculture and Markets. Required licenses and health permits shall be effective at all times during the period of the contract. Cancellation or revocation of license for non-compliance with any order of the Commissioner of Agriculture and Markets shall automatically cancel the contract.

Delivery
Deliveries are to be made strictly in accordance with orders, on the day and date and within the time specified, in clean sealed containers, in refrigerated truck, at a maximum temperature of 45 degrees Fahrenheit on delivery.

Inspection
Any properly authorized representative of the County shall have the right to inspect the premises, facilities and methods on or by which such milk is produced, and may make, or cause to be made, standard tests of any milk delivered for the purpose of determining whether the contract is being properly performed.

E. Coli
No Escherichia coli 0157:H7, or any other pathogens, are permitted in any product.

Price Escalation Clause:
Monthly price increases or decreases will be considered based on the terms of the Federal Milk Marketing Order No. 1 for the New York – New Jersey milk marketing area. It shall be the contractor's responsibility to notify the Jefferson County Purchasing Department in writing of any documented changes.

No increase in overhead, profit or other costs of doing business will be allowed. Overhead for the purposes of this contract shall be defined as the cost of the bidder for doing business including, but not limited to, rental, utilities, mortgage payments, transportation, labor, etc.

Vendor must furnish written substantiation of material cost increase by its supplier/manufacturer to the County Purchasing Department. Said substantiation to be in the form of invoices, receipts, and/or other appropriate documentation showing cost in effect at time of bid versus cost in effect at time of request for price escalation. Price increase must be substantiated to the satisfaction of Jefferson County and shall only be effective upon acceptance by the County.

Delivery Locations and Approximate Requirements:

Jefferson County Jail
Metro-Jeff Public Safety Building
753 Waterman Drive
Watertown, New York 13601

Approximate Requirements
2% milk, Box-N-Bag, 5 Gallon

Tuesday -	16 - Five (5) Gallon Containers (75 gallons)
Thursday -	16 - Five (5) Gallon Containers (75 gallons)
Saturday -	16 - Five (5) Gallon Containers (85 gallons)

Deliveries shall be made in Five (5) Gallon, Box-N-Bag Containers to the Jefferson County Jail prior to 8:00 a.m.

Eggs, Large	Tuesday-	4 - Cases (90 dozen)

Invoices shall be submitted directly to the ordering Department on a monthly basis and shall include the date of each delivery, along with the description, quantity, unit price and total price of each product delivered.

The Successful Vendor(s) will be required to provide a detailed report of purchases made by the County by May 1st of each year. The report should include the total quantities of milk and/or eggs purchased and the total amount paid to the vendor for the products purchased.

2019/2020 Holiday Schedule

Labor Day	Monday, September 7, 2020
Columbus Day	Monday, October 12, 2020
Veteran's Day	Wednesday, November 11, 2020
Thanksgiving Day	Thursday, November 26, 2020
Christmas Day	Friday, December 25, 2020
New Year's Day	Friday, January 1, 2021
Martin Luther King Jr. Day	Monday, January 18, 2021
President's Birthday	Monday, February 15, 2021
Memorial Day	Monday, May 31, 2021
Independence Day	Monday, July 5, 2021

BID .0-23
DAIRY PRODUCTS
BID PAGE

ITEM#	DESCRIPTION	UNIT PRICE DELIVERED	DEVIATIONS SIZE, ETC
	JEFFERSON COUNTY JAIL		
1	Low Fat, 2% Milk in Five (5) Gallon (20 Quart) Containers with equipment to dispense the same.*	$_____	
2	Eggs, Large (Case of 30 Dozen)	$_____	
	* Bids submitted shall be based on the Class I Price of Milk (Federal Milk Order 1 Northeast Marketing Area) as of June 2019.		
	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: **20-23** Bid Name: **PURCHASE & DELIVERY OF DAIRY PRODUCTS 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