



PURCHASING DEPARTMENT

COUNTY OF STEUBEN

BID DOCUMENT

Legal Notice

Notice is hereby given that the Public Works Committee of the Steuben County Legislature and the Commissioner of Public Works will receive sealed bids per specifications for:

Title: Geotextile Materials and Waterproofing Membrane
Document Number: PW-10-039-B

Bid documents are available, as of this date, at the Purchasing Department, 3 East Pulteney Square, Bath, New York. Telephone number: 607-776-9631, Ext. 2484. **These documents are also available on the internet; Steuben County website at www.steubency.org; click on Public Works Department or Purchasing Department.**

Interested parties assume all responsibility to acquire bid information and forms.

To be considered, bids must be submitted on Steuben County bid forms and delivered in a sealed opaque envelope. Bids will be received at the Purchasing Department until 1:30 P.M. local time on **Tuesday, February 23, 2010**; at which time bids will be opened and read publicly.

By Order of the Public Works Committee
Dated: February 9, 2010

James L. Gleason
Director of Purchasing

Geotextile Materials and Waterproofing Membrane

GENERAL TERMS AND CONDITIONS

1. **Objective:**

(R042208)

This bid document is published in order to obtain competitive prices for: **Geotextile Materials and Waterproofing Membrane.**

2. **Acquisition of Bid Documents:**

(R042208)

- a. Bid documents are available, as of this date, at the Steuben County Purchasing Department, 3 East Pulteney Square, Bath, New York. The office is open Monday – Friday, 8:30 A.M. – 4:30 P.M., except holidays. Telephone number 607-776-9631, Ext. 2484. These documents are also available on the internet; Steuben County website at www.steubencony.org; click on Public Works Department or Purchasing Department.
- b. Each bidder bears sole responsibility for acquisition of bid documents. Request for bid documents to be forwarded is neither a guarantee nor an incurred obligation on the part of Steuben County to ensure requestor's receipt of bid documents; timely or otherwise.
- c. Receipt of these bid documents, unsolicited or otherwise, shall not be construed a pre-determination of your company's qualifications to receive a contract award. Nor shall said receipt of these bid documents be interpreted an endorsement that the recipient's equipment, materials, products, and/or services are in compliance with the bid specifications.

3. **Document Number:**

(R042208)

- a. This document has been assigned the following number: **PW-10-039-B.**
- b. Relevant award(s), contract(s), agreement(s), correspondence, etc. shall reference the assigned document number.
- c. It shall be understood by all interested parties that unless amended by, and only to the extent amended by, the Commissioner of Public Works or the Director of Purchasing, this document (as well as all requirements set forth herein) shall become an integral component of any and all relevant contract(s)/purchase order(s)/agreement(s).

4. **Examination, Interpretation, Correction of Bid Documents:**

(R042208)

Each bidder shall examine all bid documents and judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this bid solicitation shall be in writing and submitted to the Purchasing Department (Reference: **Contact Personnel** clause) at least three (3) days prior to the scheduled bid opening. The County shall not be responsible for oral interpretations given by any county employee, representative or others. The issuance of written addendum/addenda is the only official method whereby interpretation, clarification or additional information can be given.

5. **Requirements:**

(R051908)

a. **Prevailing Law -**

To all interested parties – any and all requirements specified herein notwithstanding, it is Steuben County's intent that, in all instances and under any circumstance, the law of the land shall be in force. Steuben County does not knowingly request nor does it knowingly authorize action(s) which are contrary to the laws, regulations, mandates and all such statutes which are in force at any time during the term of any contract awarded as a result of this bid solicitation. Laws,

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regulations, mandates and all such statutes as promulgated by authorized government entities shall prevail.

b. **Requirements –**

It shall be understood and agreed by all interested parties that, unless amended (specifications modified and/or waived) by Steuben County, and only to the extent amended by the County, any and all information contained in this bid document is to be considered an essential component of the bid document and subsequent contract(s) **AND** that the bid document as published or amended represents the requirements acceptable to Steuben County.

However, any and all requirements specified herein notwithstanding, it shall be understood and agreed by all interested parties that the following shall apply:

Steuben County reserves as its right, the right to amend (modify and/or waive) specifications where such amendment;

- i. does not alter the essential nature and/or performance (the form, function, and utility) of the equipment, product, or service.
 - ii. encourages the proffer of equivalent equipment, product, or service from interested vendors and manufacturers.
- c. Unless amended (specifications modified and/or waived) by the County, and only to the extent amended by the County, this document (all information, terms and conditions, requirements, specifications, and addendum/addenda) shall prevail. If amended, said document as amended shall prevail.
- i. Award of a bid shall not be construed as approval, by the County, for the awardee to deviate from this document; regardless of whether said deviation(s) is stated in the bidder's attachment(s) to its bid.
 - ii. Further, the County shall not be bound by the contents and language expressed in the bidder's bid attachment(s) to its bid; including any attachment(s) submitted to the bidder by manufacturers, sub-contractors, suppliers, and other parties.

6. **Preparation of Bid Documents:**

(R042208)

Bids must be submitted on the forms provided in the bid documents and prepared in the following manner:

- a. All bid forms shall be legibly completed using a permanent medium (e.g. ink, typewriter, laser printer, etc.).
 - i. If the submittal of unit price(s) is a requirement, said *unit price(s) shall prevail*.
 - ii. *All mathematical functions (extensions, additions, etc.) are subject to audit.*
 - iii. In the event of a discrepancy between the price in words and that in figures, the lower price shall be considered the price bid.
 - iv. Each price bid shall be expressed as a numerical dollar value; indicators such as ditto marks, arrows, etc. are not acceptable.
- b. All forms requiring the bidder's signature shall be signed by the bidder or the bidder's authorized representative. Erasures and/or alterations shall be initialed by the individual whose signature appears on the bid forms.
- c. The bidder shall submit the bid in accordance with the bid documents and shall not make any changes in the wording of the bid forms or make any stipulations or qualify the bid in any manner.
- d. Unless otherwise specified by Steuben County, all bids are required to be: **FOB Destination, freight allowed. Destination to be designated by the County.**
- e. All bids shall be firm for a period of forty-five (45) days from the bid opening date; during which time the County shall render its decision.

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7. **Non-Collusive Bidding Clause and Certificate:**

(R050508)

a. Clause –

“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 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 to submit a bid for the purpose of restricting competition.”

- b. The bidder shall submit a signed and dated Non-Collusive Bidding Certificate with its bid. Said certificate is mandated by Chapter 956 of the Laws of New York State, pursuant to Section 103-D of the General Municipal Law. Reference the “**NON-COLLUSIVE BIDDING CERTIFICATE**” form included in this bid document.

8. **Hold Harmless Clause and Form:**

(R042808)

a. Clause –

“The Contractor agrees that it shall at all times save harmless the County of Steuben from all claims, damages or judgements or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of the Contractor and in particular as may arise from the performance under this contract. In the event of an injury by the subcontractor or its employees, they shall cause notice to be served upon the County within twenty-four (24) hours of any such injury.”

- b. The bidder shall submit a signed and dated Hold Harmless Clause form with its bid. Reference the “**HOLD HARMLESS CLAUSE**” form included in this bid document.

9. **Required Insurance(s) and OSHA Training:**

(R121208)

- a. This bid document includes an information sheet entitled: **STEUBEN COUNTY STANDARD INSURANCE REQUIREMENTS**. These requirements establish the minimum insurance(s) which the awardee(s) shall have in effect prior to entering into a contract to do business with Steuben County. Said insurance(s) are required to remain in effect throughout the term of the contract(s). In the event that the awardee’s insurance lapses during the term of the contract, the County reserves, as its right, the right to cancel the awardee’s contract(s) and to purchase the contracted product(s)/service(s) on the open market; with any increase in cost(s) to Steuben County being charged to the awardee. Credit shall not be issued to the awardee where open market cost(s) to the County are less than the cost(s) contracted with the awardee.

b. **Additional Insured, Certificate Holder, and Bid Document Number -**

- i. **Steuben County shall be named* as an “Additional Insured”** in the contractor’s policy for all intents and purposes of contract(s) issued as a result of an award of this bid.

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***Note: “Additional Insured”** shall read – Steuben County, 3 East Pulteney Square, Bath, NY 14810; reference **9.b.iii**, herein.

- ii. **“Certificate Holder”** shall read – Steuben County, 3 East Pulteney Square, Bath, NY 14810; reference **9.b.iii**, herein.
- iii. With regard to **“Additional Insured”** and **“Certificate Holder”**; unless specified to the contrary herein, the following shall not be acceptable to Steuben County:
 - Other designations such as “Steuben County Legislature”
 - Specific departments (committees, sub-groups, etc.) such as “Department of Public Works”
 - Other entities (public or private) and named individuals such as “ABC” Township, “XYZ” Corporation, “John and Mary Doe”, etc.
- iv. The **Bid Document Number** and the **Bid Title** shall be referenced in the “Description...” / “Additional Comments” section of the Certificate of Insurance form.
- c. Each awardee shall submit an **original** of its **Certificate of Insurance** (which indicates the contractor’s compliance with the above sections a. and b. to the following: Steuben County Department of Public Works, Attention: Jennifer DeMonstoy, Senior Clerk, 3 East Pulteney Square, Bath, New York 14810 (607) 664-2460.
- d. The **Certificate of Insurance** must be approved by the County Risk Manager prior to the contractor’s acting on and/or performing any of the obligations it incurred as a result of the award and/or contract.
- e. Self-employed persons must carry such Worker’s Compensation coverage as directed by the Steuben County Risk Manager.
- f. **Workers’ Compensation Insurance Exemption—**
Contractors claiming to be exempt from the requirement to carry/provide Workers’ Compensation Insurance shall submit a fully executed CE-200 form; the form to be complete, notarized, and stamped as received by the New York State Workers’ Compensation Board.
- g. **OSHA Training—**
Wherein a contractor and Steuben County are both parties to a contract involving a public works project with an aggregate dollar value of **two hundred and fifty thousand dollars (\$250,000.00) or more**; said contract shall be understood, by all parties, to include “the provisions that all of the contractor’s and sub contractors laborers, workers, and mechanics shall be certified as having successfully completed a ten (10) hour OSHA approved course in construction safety and health.” Such requirement having been mandated by the New York State Laws of 2007, chapter 282.
In those instances where a Bid/RFP submittal is required, said certification(s) shall be included with the bidder’s/proposer’s submittal. The contractor shall not allow participation in the contracted work by its non-certified staff; i.e. all of the contractor’s non-certified laborers, workers, and mechanics.

10. **Sales Tax Exemption:**

(R042208)

The County is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties within the State of New York.

11. **NYS Labor Law; “Prevailing Wage and Supplements”:**

(R040809)

- a. The attention of each and all bidders is directed to Articles 8 and 9 of the New York State Labor Law in general, but also specifically with regard to – **“Prevailing Wage and Supplements”**. Steuben County does, in good faith, identify those projects/services it believes to be – “Prevailing Wage and Supplements” projects/services. The failure of Steuben County to

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accurately assess the wage status of a particular project/service shall not relieve the awardee of its responsibility to perform in accordance with the above referenced articles. Interested parties are directed to contact the NYS Department of Labor, Binghamton District Office at (607) 721-8005 for a determination of project/service status.

- b. All interested parties (including, but not limited to, bidders, contractors, and sub-contractors) shall note, understand and comply with the following:
In the event the New York State Department of Labor amends the “Prevailing Wage Rate Schedule” applicable to contracts entered into as a result of an award of this bid solicitation document, said interested party(ies) that are required to pay “Prevailing Wages and Supplements” shall be required to pay said “Prevailing Wages and Supplements” in accordance with the most current, applicable “**Prevailing Wage Rate Schedule**” in effect at the time the work is performed.
- c. The **General Provisions of Laws Covering Workers; NYS-DOL** requires as follows:
“Every contractor and subcontractor shall submit to the Department of Jurisdiction (i.e. Steuben County), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (i.e. Steuben County) shall receive and maintain such payrolls.” As provided for, by the above referenced provisions, Steuben County is authorized to withhold payment(s) to contractors who are not in compliance with all NYS Department of Labor Law(s); with specific attention to Articles 8 and 9. **Therefore, Steuben County shall withhold payment(s) to contractors who have not submitted the initial “Certified Payroll” and the periodic “Certified Payroll(s)” as required herein.**

12. **Equivalents:**

(R042208)

Where, in the bid documents, one certain kind, type, brand, technology or product manufacturer is named, it shall be regarded as the required standard of quality. It is not meant to exclude competition in any way. Similar equipment, products, or service, which are equal in quality, performance, compatibility and equally adaptable for the intended purposes, as determined by the County, and are submitted as specified in the bid documents, will be considered and may be accepted. The decision of the County as to equal will be final.

13. **Supportive Documentation:**

(R042208)

In addition to specifications stated herein, all equipment/material/products/services shall meet or exceed current standards of the industry. All technical tolerances, ratings, power outputs or any technically specified criteria contained within these specifications are considered to be within the current state of the art and are currently being met by commercially available equipment/material/products/services. The fact that a manufacturer chooses not to produce equipment/material/products to meet these specifications shall not be considered sufficient cause to adjourn these specifications as restrictive. Bidder shall offer the equipment/material/products/services which comes closest to meeting these specifications. **Where deviation(s) from the specifications contained herein is necessary, the bidder shall note such deviation(s). Bidder shall include supportive documentation that clearly indicates the equipment/material/products/services they bid is equivalent to that specified herein. Failure to detail all such deviations will comprise sufficient grounds for rejection of the entire bid.**

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14. **Protection from Claim Against “Or Equal”:**

(R042208)

In the event of any claim concerning or relating to the issue of “equal or better” or “equal”, the awardee agrees to hold the County of Steuben free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever. The County is to be free and harmless for any and all legal fees and court costs.

15. **Addendum/Addenda:**

(R042208)

- a. If an addendum has been issued prior to the County’s receipt of bids; Steuben County shall attempt to notify potential bidders known to have received the bid documents and whose contact information is on file with the County. Steuben County does not ensure the potential bidder’s receipt of addendum. It shall be the responsibility of each bidder, prior to submitting its bid, to contact the Director of Purchasing (607) 776-9631, Ext. 2484, to determine if an addendum has been issued.
- b. Addendum shall be available for review and/or copy at the Purchasing Department, Room No. 217 of the Steuben County Office Building located in Bath, New York.
- c. It is a requirement that the bidder sign, date, and include the addendum with its bid submittal.

16. **Multiple/Alternate Bid Submittal(s):**

(R042208)

For those bidders intending to submit multiple/alternate bids in response to this bid solicitation; the bidder is required and shall submit a completed bid documents packet for each bid submitted. **Note:** However, if there is a bid surety requirement, one (1) bid surety instrument, written for the highest required amount, shall suffice.

17. **Submittal of Bid(s):**

(R042808)

- a. For each bid it submits, the bidder shall submit two (2) sets of its bid; including all required documents (e.g. signed clauses, statements, forms, bonds, insurance, manufacturer’s specifications, etc.)
 - i. One (1) set shall be stamped (or otherwise indicated) as being the “**ORIGINAL.**”
 - ii. One (1) set shall be stamped (or otherwise indicated) as being the “**DUPLICATE**” or “**COPY.**”
 - iii. Information presented in the “**ORIGINAL**” set of the bid submittal shall prevail.
- b. **Requirements for Addressing the Bid Submittal Envelope :**
 - i. The bid shall be submitted in a sealed opaque envelope marked on the outside with: the bidder’s name and address and the designation: “**Sealed Bid – Geotextile Materials and Waterproofing Membrane.**”
 - ii. The envelope shall be addressed to James L. Gleason, Director of Purchasing, Steuben County Office Building, 3 East Pulteney Square, Bath, New York 14810.
- c. Bids shall be received at the Purchasing Department, Room #217 of the Steuben County Office Building, until 1:30 P.M. local time on **Tuesday, February 23, 2010**, at which time bids shall be opened and read publicly.
- d. Facsimile transmitted bids are not acceptable and shall be rejected.
- e. Security procedures are in effect at the Steuben County Office Building. Interested parties, especially respondents who intend to hand deliver bids and/or conduct business with the Steuben County Purchasing Department should allow sufficient time for any delay which may arise as a result of security procedures. To be considered “delivered on time,” a bid submittal must be received at the Purchasing Department by the appointed hour.

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18. **Late Bids:**

(R042208)

Bidders shall bear sole responsibility for the delivery of their bid in a timely manner. Reliance upon the U.S. Postal Service or other carriers is at the bidder's risk. Late bids shall not be considered and shall be returned unopened.

19. **Right of County to Seek Clarification, Accept or Reject Bid(s), etc.:**

(R042208)

- a. Steuben County reserves as its right, the right to require clarification from bidders for the purpose of assuring a full understanding of the bidder's responsiveness to the solicitation requirements.
- b. Steuben County reserves as its right; the right to accept or reject any and all bids (or separable portions thereof), the right to waive irregularities and technicalities, and the right to request resubmittal of bids (re-bid).

20. **Civil Rights:**

(R042208)

The County of Steuben, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and New York State Labor Law; Article 8 - Public Work, Section 220e hereby notifies all bidders that it will affirmatively ensure that any contract awarded as a result of this bid solicitation will be awarded without discrimination on the grounds of race, color, sex or natural origin.

21. **Award of Bid:**

(R042208)

For the purposes of this bid and subsequent award(s), **it is intended that award(s) be made on a line item basis; to the lowest "Intoto Price Bid per Unit"**.

- a. Award(s) shall only be made to bids submitted by qualified, responsive, and responsible bidders who sufficiently meet the terms, conditions, and specifications stated herein. **However**, under all circumstances and all statements to the contrary notwithstanding, Steuben County reserves as its right, the right to determine award(s)/awardee(s) in accordance with the best interest of Steuben County.
- b. Award of bid is not made at the bid opening. All bids are subject to final review and acceptance by the appropriate committee(s) of the Steuben County Legislature before any award may be made. Receipt of bids by the County shall not be construed as authority to bind the County.

22. **Executory Clause:**

(R042208)

In accordance with Section 41 of the New York State Finance Law, Steuben County shall have no liability under any contract or contracts to any awardee or to anyone else beyond funds appropriated and available for the purposes of this bid document and resultant contract(s).

23. **Assignability:**

(R042208)

The awardee shall not assign, transfer, convey, sub-contract, sublet or otherwise dispose of all or portions of the contract (and/or work to be performed as a result of the contract) or its right, title or interest therein, or its power to execute such contract, or its responsibility therein to any other person, company or corporation, without the prior written consent of the Commissioner of Public Works and the Steuben County Public Works Committee.

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24. **Term Contract(s):**

(R042208)

a. **Commencement of Contract Term –**

In the event a contract is in place at the time of award of this bid solicitation, the award shall not become effective until the current contract has expired.

In the event a contract is not in place at the time of award of this bid solicitation, the award shall become effective as of the date of award.

b. **Short Term Contract Extension –**

Steuben County reserves as its right, the right to **unilaterally extend** any contract(s) awarded as a result of this bid solicitation. Contract(s) may be extended for a period of time not to exceed forty-five (45) days. All terms, specifications, responsibilities, requirements and price(s) shall remain unchanged from the original contract. A written **notification to extend contract** shall be issued by the Commissioner of Public Works to the contract holder(s). **Note:** A contract and/or contracts may not be extended when a succedent award has been made.

c. **Long Term Contract Extension -**

Steuben County reserves as its right, the right to **renew** any contract(s) resulting from this bid solicitation for a definite stated period of time **not to exceed one (1) year in length, where:**

- i. Said renewal is in the form of written consent by all parties to the contract.
- ii. All terms, specifications, responsibilities, requirements, and price(s) remain unchanged from the original contract.
- iii. Said renewal is approved by the appropriate representative(s) and/or committee(s) of the Steuben County Legislature.

25. **Extension of Contract Usage By Political Subdivisions:**

(R042208)

Political subdivisions, as defined in Section #103 of the General Municipal Law and which are located within the bounds of Steuben County may participate in any contract awarded as a result of this bid document. Responsibility, financial or otherwise, for purchase(s) made by other parties as a result of the extension of this contract, shall not be borne by Steuben County.

26. **Authorized Purchase(s):**

(R042208)

The County's assumption of responsibility for any and all purchases made on its behalf is in the form of a Purchase Order which is numbered, dated, complete, and bears the signature of the Director of Purchasing or other official; as designated by the Steuben County Legislature. Steuben County shall not be responsible for unauthorized purchases.

27. **Awardee's Failure to Comply:**

(R042208)

The awardee's failure to perform in compliance with the bid award shall result in a withholding of payment. The payment shall be withheld until such time as the awardee fulfills its responsibilities. Compliance shall be determined by and to the satisfaction of Steuben County. Such action would not necessarily preclude further initiatives on the part of Steuben County to protect and preserve its interests.

28. **Sufficient Inventory, Equipment, and Staff:**

(R042208)

Awardee is required to have sufficient inventory, equipment and staff available and/or have guaranteed access to sufficient inventory, equipment and staff to fulfill its responsibility as a result of receiving the bid award.

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Failure of the awardee to fulfill its responsibility shall be sufficient cause for and entitle Steuben County to:

- a. Damages
and/or
- b. Purchase the contracted product(s)/service(s) on the open market; with any increase in cost(s) to Steuben County being charged to the awardee. Credit shall not be issued to the awardee where open market cost(s) to the County are less than the cost(s) contracted with the awardee.

29. Cancellation of Contract:

(R042208)

Steuben County reserves, as its right, the right to cancel the contract(s) resulting from an award of this bid solicitation at any time during the contract period, without penalty to Steuben County and without stated reason, by delivering a written ten (10) day notice of intent to the awardee(s) or its representative(s). Said notification mailed to the awardee or its representative via the US Postal Service; First Class Mail shall be considered sufficient and delivered.

30. Standard(s):

(R070208)

It shall be understood by all parties that;

- a. Where in this bid document, compliance with a certain standard (or standards) is required, the awardee shall be required to comply with said standard(s) in its most recent revised form; i.e. the most current revision. The term “standard(s)” shall include, but is not limited to, all laws, mandates, regulations, etc. established by government bodies, as well as established industry and professional standards.

The following are by way of example only and shall not be considered “all-encompassing”:

<u>Standard:</u>	<u>Established By:</u>
ASTM	American Society for Testing Materials
ANSI	American National Standards Institute
US-EPA/Federal EPA	United States Environmental Protection Agency
NYS DOT	New York State Department of Transportation

- b. Regardless of whether or not standards* are specified herein, it shall be deemed a requirement that all awardees adhere to the most current Government, Industry and Professional standards; regardless of whether those standards are established via dictum or “common practice”.

*See a. above

31. Interchangeable Terminology:

(R042208)

For the purpose(s) of this bid solicitation, the following terms are used interchangeably:

- a. Steuben County, County and Owner.
- b. Steuben County Commissioner of Public Works and Commissioner.
- c. Bid Documents, Bid Solicitation, and Bid Specifications.
- d. Awardee, Contractor, and Vendor.

32. Bidder’s List:

(R042208)

A “Bidder’s List” shall not be made available prior to the bid opening.

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33. **Contact Personnel:**

(R042208)

Questions, concerns, and/or requests for clarification should be directed to:

James L. Gleason, Director of Purchasing.

Jacques Begin, Purchasing Specialist.

Telephone (607) 776-9631, Ext. 2484.

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GENERAL INFORMATION AND REQUIREMENTS

Contract Term:

(R042208)

From date of award through **December 31, 2010**. **Note: General Terms and Conditions section; Term Contract(s) clause shall prevail.**

Qualifications:

(R042208)

The County shall be free to make any inquiry(ies) it deems necessary to ascertain the qualification(s) of the bidder and/or the accuracy of statements made by the bidder as to its qualification(s).

Quantities:

(R042208)

1. A "requirements contract" shall not be established as a result of an award of this bid.
2. **Quantities are not guaranteed.** A minimum and/or maximum quantity **shall not** be established. All purchases, and therefore the cumulative annual purchase quantity shall be "as required" by Steuben County.
3. Steuben County reserves as its right, the right to bid specific project(s) and/or unusually large, single purchase quantities requiring the "same or like" material(s) as the material(s) solicited herein. Contract(s) and/or award(s) in place as a result of this bid solicitation shall not impinge upon contract(s) and/or award(s) issued by Steuben County as a result of a project specific bid(s) and/or bid(s) for unusually large, single purchase quantities.
4. If this bid document specifies "estimated quantities", said quantities are specified for bid purposes only. These quantities are not intended, nor should they be construed, to reflect the actual purchase requirements of Steuben County.

Price Bid:

(R042208)

This document solicits pricing for: **Geotextile Materials and Waterproofing Membrane.**

1. The bidder may, but need not, bid all line items.
2. Price(s) shall be submitted as being an "**Intoto Price Bid per Unit**", on a line item basis. The "**Intoto Price Bid per Unit**" shall represent the aggregate of all costs billable to Steuben County per unit of specified material. This price shall include, but is not limited to, delivery.
3. The unit shall be defined as – one (1) square yard (sy).
4. The "**Intoto Price Bid per Unit**" shall remain fixed (unchanged) for the entire contract period.

Product Information and Literature:

(R042208)

The bid shall include:

1. A complete description of the proposed equipment; including, but not limited to, the following information: manufacturer, model, year.
2. Manufacturers' literature and specification sheets; supporting documentation which clearly indicates the proposed equipment is in compliance with bid specifications.
3. Engine performance and flow chart(s).

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Delivery:

(R042208)

1. **Delivery Time** – The equipment purchased as a result of an award of this bid solicitation shall be delivered to the specified County site on or within **ten (10)** calendar days of the County's issuance of a purchase order.
2. **Delivery Site** – The equipment shall be delivered to any site located in and specified by Steuben County.
3. **Delivery Notification** – The vendor shall notify the County of its intent to deliver the equipment at least seventy-two (72) hours prior to delivery. Contact Person – **Steve Catherman, Professional Engineer, Steuben County Department of Public Works, (607) 664-2479.**
4. All responsibility, liability, and cost associated with the delivery of the equipment shall be borne by the vendor.
5. **Reference: General Information and Requirements section; Liquidated Damages clause.**

Liquidated Damages:

(R042208)

The County and the awardee recognize and agree that time is of the essence in this matter and that the County will suffer financial loss if the contracted work is not completed in the specified time. Additionally, both parties recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the County if the work is not completed on time. Accordingly, instead of requiring any such proof, the County and the awardee agree that as liquidated damages for delay (but not as a penalty) the awardee shall pay the County **one hundred dollars (\$100.00)** for each and every calendar day that expires beyond the time period stated herein.

Warranty:

(R042208)

The bidder shall submit manufacturer's standard warranty information with its bid. Warranty coverage must be acceptable to Steuben County. Any and all warranty requirements specified herein notwithstanding, the County reserves as its right, the right to negotiate an acceptable warranty with any and all bidders. Said negotiation would transpire after the bid opening but prior to award. Said negotiation would not allow for modification of bid price(s). Further, the County reserves as its right, the right to reject any and all bids where an acceptable warranty cannot be agreed upon.

Invoicing:

(R052108)

Invoices shall be predicated upon quantities ordered, delivered and accepted.

Contact Person:

(R042208)

Questions, concerns, and/or requests for clarification which are specific to the technical requirements stated in this bid document should be directed to:

Steve Catherman, Professional Engineer
Steuben County Department of Public Works
3 E. Pulteney Square, Bath, New York
(607) 664-2479

Geotextile Materials and Waterproofing Membrane

MATERIAL SPECIFICATIONS

Materials:

Manufacturer(s) and product(s) shall be on the New York State Department of Transportation's Approved Materials List and shall meet or exceed the following New York State Department of Transportation's specifications:

Item No.	Item	Symbol	Strength Class	Gradation Class	Unit
207.22	Geotextile Drainage ⁽¹⁾	D	2	B	square yard
207.24	Geotextile Stabilization ⁽²⁾	ST	1	N/A	square yard
207.26	Prefabricated Composite Structural Drain ⁽³⁾	PCSD	N/A	N/A	square yard
595.50000018	Sheet-Applied Waterproofing Membrane ⁽⁴⁾	N/A	N/A	N/A	square foot

⁽¹⁾ Used for French drains and wrapping crushed filter stone behind abutments.

⁽²⁾ Used for road undercuts.

⁽³⁾ Used behind bridge abutments instead of crushed stone for drainage.

⁽⁴⁾ Used on top of prestressed concrete bridge beams and box culverts.

Geotextile Materials and Waterproofing Membrane

FILE DAY, DATE & TIME: **Tuesday, February 23, 2010**, 1:30 p.m. local time

LOCATION: Steuben County Office Building
 Purchasing Department
 3 East Pulteney Square
 Bath, New York 14810

BID PAGE

The undersigned, having an integral understanding of the objective/scope, terms and conditions, specifications and awardee's responsibility as stated in the bid documents, does hereby bid to provide items and/or services as stated below and pursuant to the bid documents.

(R042208)

GEOTEXTILE MATERIALS			
Item No.	Item	Unit	Intoto Price Bid per Unit
207.22	Geotextile Drainage	square yard (sy)	\$
207.24	Geotextile Stabilization	square yard (sy)	\$
207.26	Prefabricated Composite Structural Drain	square yard (sy)	\$
595.50000018	Sheet-Applied Waterproofing Membrane	square foot (sf)	\$

PLEASE PRINT OR TYPE:

Company Name: _____ Federal Employee ID #: _____

Company Address: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Telephone No.: _____ Fax No.: _____

(R042208)

Geotextile Materials and Waterproofing Membrane

NON-COLLUSIVE BIDDING CERTIFICATE

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 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 to submit a bid for the purpose of restricting competition.

(R042208)

PLEASE PRINT OR TYPE:

Company Name: _____ Federal Employee ID #: _____

Company Address: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Telephone No.: _____ Fax No.: _____

(R042208)

Geotextile Materials and Waterproofing Membrane

HOLD HARMLESS CLAUSE

The Contractor agrees that it shall at all times save harmless the County of Steuben from all claims, damages or judgements or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of the Contractor and in particular as may arise from the performance under this contract. In the event of an injury by the subcontractor or its employees, they shall cause notice to be served upon the County within twenty-four (24) hours of any such injury.

(R042208)

PLEASE PRINT OR TYPE:

Company Name: _____ Federal Employee ID #: _____

Company Address: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Telephone No.: _____ Fax No.: _____

(R042208)

Geotextile Materials and Waterproofing Membrane

STEUBEN COUNTY STANDARD INSURANCE REQUIREMENTS

Prior to commencement of work, delivery of services, acquisition of merchandise or equipment a Certificate of Insurance and a policy endorsement covering items A, B & C must be delivered to the County Department responsible for the agreement, and to the County Risk Manager. A Certificate of insurance may be used to show coverage only.

ITEMS:

- A. Steuben County, 3 Pulteney Square. East, Bath, N.Y., 14810 shall be named as an additional insured (for the purposes of coverage but not the payment of premium).
- B. ACKNOWLEDGEMENT: The insurance companies providing coverage acknowledge that the named insured is entering into a contract with Steuben County in which the named insured agrees to defend, hold harmless, and indemnify the County, its officials, employees and agents against all claims resulting from work performed, material handled and services rendered. The contractual liability coverage evidenced will cover the liability assumed under the County-Contractor agreement.
- C. Prior to non-renewal, cancellation or a change of converge on this policy, at least thirty (30) days advance written notice shall be given to Steuben County Risk Manager at Steuben County Offices, 3 Pulteney Square East, Bath, N.Y. 14810

MINIMUM COVERAGES AND LIMITS ARE

Workers' Compensation Coverage will be required for anyone doing any kind of work for Steuben County. This includes self-employed individuals. The Steuben County Risk Manager may waive this requirement.

TYPE OF CONTRACT	COVERAGES REQUIRED	LIMITS REQUIRED
PROFESSIONAL SERVICES	PROFESSIONAL LIABILITY	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED & NON OWNED	MINIMUM \$1,000,000
	WORKERS COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
CONSTRUCTION & MAINTENANCE	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS ,PRODUCTS & COMPLETED OPERATIONS , INDEPENDENT CONTRACTOR, CONTRACTUAL, BROAD FORM PROPERTY DAMAGE,(XCU HAZARDS)	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
ACQUISITION OF SUPPLIES OR EQUIPMENT	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PRODUCTS & COMPLETED OPERATIONS , CONTRACTUAL, BROAD FORM PROPERTY	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
COUNTY PROPERTY USED BY OTHERS	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS ,PRODUCTS & COMPLETED OPERATIONS , INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR LEGAL LIABILITY	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
CONCESSIONAIRE SERVICES LIVERY SERVICES MUNICIPAL AGREEMENTS	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS ,PRODUCTS & COMPLETED OPERATIONS , INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY

Bid specifications, particular contracts, leases or agreements may require increased limits and or additional coverages. If there are questions please contact the Steuben County Risk Manager 607-776-9631 (R042208)