

COUNTY OF ROCKLAND - DGS-PURCHASING
BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

TITLE:
**WATER-BOTTLED DRINKING
AND RENTAL OF DISPENSERS**

BID NUMBER:
RFB-RC-10-002

INVITATION TO BID

BIDDER'S NAME: _____

PHYSICAL ADDRESS: _____
Bidders must list a physical address

MAILING ADDRESS : _____
(P.O. BOX NUMBER, IF APPLICABLE)

Bids for the above referenced bid number and title will be received until **3:00 PM** on: **DECEMBER 15, 2009** at the Rockland County Purchasing Department, at the above address, at which time and place bids will be publicly opened and read. Specifications and bid forms may be downloaded at: www.rcpurchasing.com. Please make note that the United States Postal Service does not deliver directly to this facility, however, other overnight couriers DO deliver directly to our facility. It is recommended that proposals be submitted in advance, at least one day prior to the specified date and time to allow for a timely receipt. LATE BIDS will NOT be considered.

TERMS: **PRICES TO REMAIN FIRM FOR THE PERIOD ONE YEAR FROM THE DATE OF AWARD
WITH THE OPTION TO RENEW FOR THREE ADDITIONAL ONE YEAR TERMS**

DELIVERY: **AS DETAILED IN THE SPECIFICATIONS**

Prices are to be quoted F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED with deliveries to be made inside building to:
VARIOUS LOCATIONS

IMPORTANT NOTICE – Bid Distribution:

The County of Rockland officially distributes bidding documents from the Purchasing Division Office or through the Hudson Valley Municipal Purchasing Group's Regional Bid Notification System. Copies of bidding documents obtained from any other source are not considered official copies. Only those vendors who obtain bidding documents from either the Purchasing Division Office or the Regional Bid Notification System are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Rockland County Purchasing Division or the HVMPG Regional Bid Notification System, it is recommended that you obtain an official copy.

NOTE:

The proposal of each bidder shall contain the certification to non-collusive bidding as set forth in section 103-d of the General Municipal Law included in the specifications. This requirement must be strictly complied with. Filing of Affidavit of Disclosure is mandatory when submitting your bid for this project.

The undersigned reserves the right to reject any and all proposals and to accept any proposal or proposals as submitted, or as modified, which in the opinion of the undersigned will be in the best interests of the County of Rockland.

DATED: 11/17/09

COUNTY OF ROCKLAND
POMONA, NY
BY: PAUL J. BRENNAN, CPPO
DIRECTOR OF PURCHASING

PLEASE MAKE COPY OF BID FOR YOUR RECORDS

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BIDDER'S CHECK LIST

Your response to our above referenced bid may be considered unresponsive and may be rejected if the following forms are not included at the time of the bid opening.



Notarized Affidavit of Non-Collusion as required by NYS Law



Notarized Affidavit of Disclosure as required by Rockland County Code



Notarized Affirmative Action form



A Bid Deposit in the amount of \$00 as required in the Invitation to Bid.
 (See page 7)



As per page 11 of the bid package, the County of Rockland requires a current insurance certificate, with the County of Rockland listed as additional insured, to be on file in the Purchasing Department. You will be given five (5) business days from notice of award to supply this form or the bid will be rescinded. Please note if the excess/umbrella clause is required



Experience / References form



Equipment form



Samples and/or Specifications as required

Bidders must send materials, marked with Company Name, Bid No. and Item No. on bid when bidding on or equal items. These must be received prior to bid opening.



OTHER: PERMIT TO SUPPLY WATER IN NYS (SEE § 2.5 OF THESE SPECIFICATIONS)

MOST RECENT ANALYSIS AND INSPECTION REPORTS (SEE § 2.9.2 OF THESE SPECIFICATIONS)

BIDPRO10.FRM

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GENERAL CONDITIONS: All proposals shall be made upon forms furnished by the Director of Purchasing for the County of Rockland and shall be contained in sealed envelopes addressed to County of Rockland, DGS - Purchasing, Bldg. A, 2nd Floor, Pomona, NY 10970. Forms of proposal as issued by the Director of Purchasing shall be completely filled in, in ink or by typing on original bid form. No photocopies will be accepted.. No bid will be accepted which contains any changes, additions, omissions or erasures.

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

Bidder must submit with bid detailed specifications, circulars and all necessary data on items he proposes to furnish. This information must show clearly that the item offered meets all detailed specifications herein. The Director of Purchasing reserves the right to reject any bid if its compliance with the specifications is not clearly evident.

Bids on equipment must be on standard new equipment, of latest model, and in current production, unless otherwise specified. All supplies, equipment, vehicles and materials must meet the provisions of the Occupational Safety and Health Act (OSHA).

All Vendors must comply with provisions of the Toxic Waste Right to Know Law and provide the County with any and all information as required by law.

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

Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal.

All bids received after the time stated in the Notice to Bidders will not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of mail.

The right is reserved to award bids on individual items or on total sums. Awards will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.

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

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

All formal purchase orders dated within the effective date of award will be invoiced at the bid prices regardless of delivery date.

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

The County reserves the right to terminate any contract or award which arises as the result of this bid, for any reason, that is in the best interest of the County of Rockland. Delivery must be made as ordered and in accordance with the proposal and specification.

This Invitation to Bid is prepared in Microsoft Word (Office for Windows 2003) format. Any alterations to this document made by the Offeror may be grounds for rejection of the proposal, cancellation of any subsequent award, or any legal remedies available to the County of Rockland.

Placing in the mail of a Notice of Award and/or purchase order to a successful bidder, to the address given in his bid, will be considered sufficient notice of acceptance of contract. The award contract shall bind the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of this bid.

The Contractor shall comply with all the provisions of the laws of the State of New York and the United States of America which affect municipalities and municipal contracts, and more particularly the Labor Law, the General Municipal Law, The Workmen's Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Law, Rules and Regulations, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein.

The County of Rockland reserves the right to extend the contract under the same terms and conditions for up to twelve (12) months from date of expiration provided such extension is mutually agreeable to both the County and the Contractor.

DRUG-FREE WORKPLACE ACT OF 1988: All Contractors providing property or services to the County of Rockland valued at \$25,000 or more, or any Contractor participating in a project involving a grant from any federal agency must comply with all aspects of this law.

The Drug-Free Workplace Act of 1988 ("Act") takes effect on March 18, 1989. The Act applies to any federal government contractor providing property or services valued at \$25,000 or more, or any establishment receiving a grant from any federal agency. A covered federal contractor must certify to the contracting agency that it will provide a drug-free workplace.

The Act requires each covered contractor to provide each employee a written statement informing employees that the manufacture, distribution, possession or use of controlled substances is prohibited in the workplace. The statement must specify the actions that will be taken for violations and that as a condition of employment the employee must abide by such statement and notify the employer of any conviction under a criminal drug statute for a violation occurring in the workplace within five days of such conviction. An employer who learns that an employee has been convicted must notify the contracting agency within ten days of receiving notice of the conviction. In addition, the employer must discipline the convicted employee or require him to participate in a drug abuse assistance program. Covered contractors are also required to establish an awareness program informing employees of the dangers of workplace drug use, the employer's drug-free workplace policy, services available for dealing with drug problems and penalties for drug abuse violations. (A covered contractor who is an individual as opposed to a partnership or corporation need only certify in the contract that he will not engage in the unlawful manufacture, distribution or use of a controlled substance.)

A government agency may terminate a contract if the contractor fails to comply with the Act or has so many employees criminally convicted for workplace drug violations that the agency believes the contractor is not making a good faith effort to establish and maintain a drug-free workplace. As used in this Act, the term "contractor" means the person responsible for performing the contract. Since there are presently no regulations on this Act, it is not clear whether the Act will apply to subcontractors and suppliers of federal contractors. The Drug Abuse Policy Office has stated that the contracting agency will determine whether the Act applies to subcontractors.

QUALITY ASSURANCE PROGRAM: Vendor agrees to participate in the County of Rockland's Quality Assurance Program. Vendor agrees to meet with the Director of Purchasing within 72 hours notice to address problems related to product and/or service. Failure to meet with the Director and outline corrective actions will result in repeal of award.

GENCON.DOC REV. 01/05

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PURCHASES BY OTHER

LOCAL GOVERNMENTS, SCHOOL DISTRICTS, AND NON PROFIT AGENCIES

As per the New York State General Municipal Law, all political subdivisions of New York State are allowed to make purchases through the resulting contract(s). As per Rockland County Procurement Policy, Non Profit Agencies approved to participate in New York State's Contract Extension Program are authorized to make purchases through the resulting contract(s).

1. The County of Rockland shall make all contract award information available to other political subdivisions and non profit agencies through our website: [**www.rcpurchasing.com**](http://www.rcpurchasing.com)
2. Any other political subdivision or Rockland County non profit agency will issue purchase orders directly to vendors within the specified contract period referencing the County's contract and shall be liable for any payments due on such purchase orders; and shall accept sole responsibility for any payment due.
3. All purchases shall be subject to audit and inspection by the other political subdivisions and Rockland County non profit agencies for which the purchase was made.
4. No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
5. All Bidders shall be on notice that as a condition of the award of a County contract, the successful bidder shall accept the award of a similar contract with any other political subdivision in New York State and Rockland County non profit agencies authorized to use New York State's contracts, if called upon to do so. A listing of approved Rockland County non profit agencies is available on the Purchasing Division's website at www.rcpurchasing.com. The County, however, will not be responsible for any debts incurred by the participants pursuant to this or any other agreement.
6. Necessary deviations from the County's specifications in the award of a participant contract, whether such deviations relate to quantities, or delivery points shall be resolved between the successful bidder and the other political subdivisions and Rockland County non profit agencies.

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VENDORS NAME: _____

NON-BIDDER'S RESPONSE

For the purpose of facilitating your firm's response to our invitation to bid, the County of Rockland is interested in ascertaining reasons for prospective bidder's failure to respond to "Invitations to Bid". If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and return this form to the above address.

We are **not** responding to this "Invitation to Bid" for the following reason(s):

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

_____ Our items and/or materials do not meet specifications.

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

_____ Quantities too Small.

_____ Insufficient time allowed for preparation of bid.

_____ Incorrect address used. Our correct mailing address is: _____

_____ Our branch / division handles this type of bid. We have forwarded this bid on to them but for the future the correct name and mailing address is: _____

_____ **OTHER:** _____

Thank you for your participation in this bid.

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**AFFIDAVIT OF DISCLOSURE OF POLITICAL CONTRIBUTIONS PURSUANT TO CHAPTER 323
 OF THE ROCKLAND COUNTY CODE**

STATE OF NEW YORK)
 : ss
 COUNTY OF ROCKLAND)

NAME OF REPORTING ENTITY: _____

ADDRESS: _____

TELEPHONE NO.: _____ EXT: _____ TELEFAX NO.: _____

E-MAIL ADDRESS: _____

THE REPORTING ENTITY IS (Check one of the following):

_____ AN INDIVIDUAL _____ A PARTNERSHIP _____ A CORPORATION

THE REPORTING ENTITY: (Check One)

_____ Will enter into a contract with the County of Rockland which did/did not result from public bidding in excess of Ten Thousand Dollars (\$10,000.00) this calendar year.

_____ Is currently under a contract with the County of Rockland in excess of Ten Thousand Dollars (\$10,000.00).

THE REPORTING ENTITY, ITS MEMBERS, DIRECTORS, POLICY MAKING OFFICERS, OR MAJORITY SHAREHOLDERS, HAVE DIRECTLY OR INDIRECTLY MADE THE FOLLOWING CONTRIBUTIONS TO THE PERSONS OR ORGANIZATIONS LISTED BELOW. (PLEASE LIST ALL CONTRIBUTIONS HAVING A VALUE IN EXCESS OF TWO HUNDRED DOLLARS (\$200.00) PER YEAR MADE TO ANY POLITICAL PARTY OR ANY INDIVIDUAL OR ANY COMMITTEE FOR AN INDIVIDUAL RUNNING FOR PUBLIC OFFICE IN ROCKLAND COUNTY OR IN A DISTRICT IN WHICH ROCKLAND COUNTY IS LOCATED, FOR A PERIOD OF THREE (3) YEARS PRIOR TO THE DATE OF THIS AFFIDAVIT.):

NOTE: PLEASE ANSWER "NONE" OR LIST EACH CONTRIBUTION SEPARATELY.

(Use additional sheets if necessary)

NAME OF CONTRIBUTOR	RELATIONSHIP TO REPORTING ENTITY	CONTRIBUTION MADE TO	DATE OF CONTRIBUTION OF	VALUE & NATURE OF CONTRIBUTION

I am the _____ (Title or Office) of the reporting entity listed above.

I make this affirmation based upon my personal review of the books and records of the reporting entity. All of the foregoing information is true to the best of my knowledge, after inquiry. I make these statements under penalty or perjury.

SIGNATURE: _____

PRINT NAME & TITLE: _____

SWORN to before me this _____ day of

_____, 200_

 Notary public

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AFFIDAVIT OF NON-COLLUSION

The undersigned, having a principal place of business at:

NAME OF BIDDER: _____

PHONE NO.: _____ EXT: _____

BUSINESS ADDRESS: _____

TELEFAX NO.: _____

E-MAIL ADDRESS: _____

and being experienced and responsible for the performance of the same, agrees to furnish and deliver F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED, Inside Delivery to locations as specified, at the prices set forth by bidder in the specifications hereto annexed. The amount of the bid deposit, accompanying this bid is:

☐ \$500.00 ☐ 5% of Total Bid ☒ Waived ☐ Other: _____
 in the form of a Certified Check or Bid Bond.

CERTIFICATION AND SIGNATURE FORM

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

I further attest that:

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

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

 Signature & Company Position

SWORN TO BEFORE ME THIS

 Type Name & Company Position

_____ DAY OF _____ 20____

 Company Name

 NOTARY PUBLIC

 Date Signed

 Federal I.D. Number

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RECEIPT CONFIRMATION FORM

**PLEASE COMPLETE AND RETURN THIS CONFIRMATION FORM
 WITHIN 5 WORKING DAYS OF RECEIVING BID PACKAGE TO:**

PAUL J. BRENNAN, CPPO
 Director of Purchasing, Department of General Services
 County of Rockland
 Sanatorium Road, Bldg. A, Pomona, NY 10970
 Tele. (845) 364-3820 Fax: (845) 364-3809

Failure to return this form may result in no further communication or addenda regarding this Bid.

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Phone Number: _____ **EXT:** _____ **Fax Number:** _____

Email: _____

I have received a copy of the above noted BID.

_____ We will be submitting a Bid

_____ We will NOT be submitting a Bid – **(please indicate reason)**

Signature: _____

Title: _____

If a bidders meeting has been arranged for this Bid, please indicate if you plan to attend: Yes / No

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INFORMATION TO BIDDERS

OBLIGATION OF BIDDERS

A Contractor shall not plead misunderstanding or deception because of estimates of quantities, character, location, or other conditions surrounding the same. Permission will not be given to withdraw, or modify, or explain any proposal or bid after it has been opened.

The proposal shall specify the costs, in the manner hereafter described for which the items will be supplied according to the specifications, together with a unit price for each of the separate items as called for. Any proposal shall be deemed informal which does not contain prices set opposite to each of the several items for which there is a quantity exhibited in the itemized proposal.

BID SECURITY

Each bid shall be accompanied by a certified check made payable to the County of Rockland in the amount indicated on the attached Affidavit of Non-Collusion. In lieu of such check, the bidder may furnish a bid bond in the same amount, and having as surety thereon a surety company licensed to do business in the State of New York and approved by the County Attorney.

Checks or bid bonds of all formal bidders will be returned after the contract has been executed.

AWARD OF CONTRACT

Award of contract will be made to the lowest responsible qualified bidder whose proposal shall comply with all of the provisions required to render it formal. The County or the Director of Purchasing reserves the right to waive any informality or to reject any or all proposals and may advertise for new proposals, if the best interest of the county will be served. The County or the Director of Purchasing may require any or all bidders to present evidence of experience, ability and financial standing as well as a statement as to the equipment which the bidder will have available for the executing of this contract. The county reserves the right to award this contract either on an item-by -item basis or as a total award of all items in combination.

EXECUTION OF CONTRACT

The bidder whose proposal is accepted will be required to execute the contract and furnish bonds and evidence of insurance within five days from date of Notice of Award, if required. In case of failure or refusal on the part of the bidder to enter into contract or to furnish bonds, if required, within the set period, the amount of deposit may be forfeited to the county and the contract may be awarded to the next lowest responsible bidder. Upon the execution of the contract and approval of the bond, the deposit will be returned to the proposer. The deposit of persons other than the one to whom award of contract is made will be returned to the person or persons making the proposal immediately after the contract and bonds have been executed.

NONRESTRICTIVE USE OF BRAND NAME OR EQUAL SPECIFICATIONS

The use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and are not intended to limit or restrict competition.

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GENERAL CONDITIONS

FORM OF PROPOSAL

All proposals shall be made upon forms furnished by the Director of Purchasing of the County of Rockland and shall be contained in sealed envelopes addressed to PAUL J. BRENNAN, CPPO, Director of Purchasing, County of Rockland, DGS - Purchasing, Bldg. A, 2nd Floor, 50 Sanatorium Road, Pomona, NY 10970.

Form of proposal as issued by the county shall be completely filled in, in ink or typing. No bid will be accepted which contains any changes, additions, omissions or erasures.

EXPERIENCE & EQUIPMENT

Bidder shall submit with the proposal a Certificate of Experience for the past three (3) years. Certificate of Experience is included in these documents, if applicable.

CONTRACT EXECUTORY

This contract shall be deemed executory only to the extent of moneys appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the political subdivision beyond the amount of such moneys. The contract is not a general obligation of the County of Rockland. Neither the full faith and credit nor the taxing power of the County of Rockland is pledged to the payment of any amount due or to become due under such contract. It is understood that neither this contract nor any representation by any public employee or office creates any legal or moral obligation to appropriate or make moneys available for the purpose of the contract.

ASSIGNABILITY OF CONTRACT

The Contractor is prohibited from assigning, transferring, conveying, sub-contracting or disposing of this contract, or of any part thereof, or any payment to become due thereunder, or of his right, title or interest therein or his power to execute such contract to any other person or corporation without the previous consent in writing of the OWNER awarding the contract. If the Contractor fails to comply with this clause, the owner may immediately declare breach of contract.

USE OF PREMISES

The Contractor shall confine his equipment and the storage of materials, if any, and the portion of his employees to the limits directed by the owner and shall not encumber the premises or any part thereof with his materials or equipment. All work shall be accomplished in such a manner as not to interfere with the orderly conduct of the business of the County of Rockland. Since the buildings are occupied, personnel shall be instructed to refrain from unworkmanlike conduct while on the job.

FAILURE TO PERFORM

Should the Contractor fail to perform as required by the specifications, the county may cancel the order and terminate the contract. In such event, the County will assume no responsibility for, nor will it reimburse the Contractor for any expense or loss to the contractor because of such termination or cancellation. County will then purchase products/service on the open market and charge back the differences to defaulting vendor.

AMENDMENTS TO BID

Any verbal information obtained from or statements made by the Representative of the County of Rockland or his designee at the time of examination of the documents or site shall not be construed as, in any way, amending Contract documents. Only such corrections or addenda as are issued by the Director of Purchasing in writing to all Contractors shall become a part of the Contract. Any addendum issued during the time of bidding shall be included in bids and become a part of the Contract Agreement.

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INSURANCE: THE BID NUMBER IS TO APPEAR ON ALL INSURANCE CERTIFICATES

INDEPENDENT CONTRACTOR: The CORPORATION / CONTRACTOR/ AGENCY / CONSULTANT, is an independent contractor and covenants and agrees that it, its agents, servants and/or employees, will neither hold itself/themselves out as, nor claim to be an employee, servant or agent of the COUNTY, and that it, its agents and employees will not make claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY including, but not limited to, Worker's Compensation coverage, unemployment insurance benefits, Social Security Coverage or retirement membership or credit.

INSURANCE REQUIREMENTS:

GENERAL LIABILITY: The CONTRACTOR shall, at its/his/her own cost and expense, procure and maintain insurance to cover his/her/its work, services, employees, agents and servants under the terms of this agreement which shall include, but not be limited to the coverage that is highlighted on the following table.

COVERAGES – (SEE MATRIX)

An ACORD Certificate of Insurance will confirm that the policies listed below have been issued to the insured named for the policy period indicated. The Policy Declarations sheet is further confirmation of the policy form and endorsements. The insurance afforded by the policies described on the certificate is subject to the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims. A 'per location' or 'per project' aggregate will insure against this.

The ACORD Certificate of Insurance shall contain a Description of Operations and include any exclusions or special provisions added by endorsement. The Contract Number and the name of the department requiring the contract should be stated under the description. The description shall also contain a statement to the effect that 'The following are Additional Insureds under General Liability and (if required) Automobile Liability, Excess Umbrella Liability, and Professional Liability (if applicable) with respect to this Contract: The County of Rockland, its employees, elected officials and affiliated municipal entities. The signing authorized representative warrants that the insurance carrier(s) have been informed of and accepted the County of Rockland as an additional insured.

COUNTY OF ROCKLAND - DGS-PURCHASING
 BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

TITLE:
**WATER-BOTTLED DRINKING
 AND RENTAL OF DISPENSERS**

BID NUMBER:
RFB-RC-10-002

****AWARDED VENDORS MUST OBTAIN THE COVERAGE THAT IS CHECKED BELOW. SAMPLE CERTIFICATES OF LIABILITY INSURANCE (ACORD CERTIFICATES) ARE ATTACHED**

	VENDOR CLASSIFICATION	Commodities	Purchase or Lease of Equip	Use of Facilities or Ground / Prop Leased to Others	Transportation Services	Construction & Maintenance	Janitorial
	CHECK APPROPRIATE BOX (cont'd on next page)	☐	☐	☐	☐	☐	☐
	Type of Insurance						
A	Commercial General Liability (CGL) Each Occurrence						
	General Liability	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	Personal & Adv Injury	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	Med. Expense Any One Person	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
	Fire Damage Any One Fire	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
	General Aggregate	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
	Products-Comp / Op Aggregate	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
B	Auto Liability – Incl BI and PD (AL)	(2)	(2)				
	Combined Single Limit per accident						
	Any Auto	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	Or						
	All Owned	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	All Hired	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	All Non-Owned	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
C	Excess / Umbrella Liability						
	Each Occurrence	\$2,000,000	\$2,000,000	\$5,000,000	\$10,000,000	\$5,000,000	\$5,000,000
	Aggregate	\$2,000,000	\$2,000,000	\$5,000,000	\$10,000,000	\$5,000,000	\$5,000,000
D	Workers Compensation and Employers Liability	(3)					
	Each Employee	Statutory	Statutory	Statutory	Statutory	Statutory	Statutory
	Each Accident	Statutory	Statutory	Statutory	Statutory	Statutory	Statutory
E	Disability Benefits	(3)					
	Each Employee	Statutory	Statutory	Statutory	Statutory	Statutory	Statutory
F	Other-Professional Liability or errors and Omissions or Malpractice						
	Per Claim						
Opt	Owners and Contractors Protection						
	Each Occurrence						
	Aggregate						
*	All Other Insurance as Required by Law						
	Rockland County to be named as Additional Insured on these coverage's	GL-AL	GL-AL	GL-AL	GL-AL	GL-AL	GL-AL

Cont'd on next page

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	VENDOR CLASSIFICATION CHECK APPROPRIATE BOX	Consultant Services ☐	Professional Services ☒	Capital Construction Project ☐			
	Type of Insurance						
A	Commercial General Liability (CGL) Each Occurrence			(1)			
	General Liability	\$1,000,000	\$1,000,000	\$1,000,000			
	Personal & Adv Injury	\$1,000,000	\$1,000,000	\$1,000,000			
	Med. Expense Any One Person	\$5,000	\$5,000	\$5,000			
	Fire Damage Any One Fire	\$50,000	\$50,000	\$50,000			
	General Aggregate	\$2,000,000	\$2,000,000	\$2,000,000			
	Products-Comp / Op Aggregate	\$1,000,000	\$1,000,000	\$1,000,000			
B	Auto Liability – Incl BI and PD (AL)	(2)	(2)				
	Combined Single Limit per accident						
	Any Auto	\$1,000,000	\$1,000,000	\$1,000,000			
	Or						
	All Owned	\$1,000,000	\$1,000,000	\$1,000,000			
	All Hired	\$1,000,000	\$1,000,000	\$1,000,000			
	All Non-Owned	\$1,000,000	\$1,000,000	\$1,000,000			
C	Excess / Umbrella Liability						
	Each Occurrence	\$2,000,000	\$2,000,000	\$5,000,000			
	Aggregate	\$2,000,000	\$2,000,000	\$5,000,000			
D	Workers Compensation and Employers Liability	(1)	(1)				
	Each Employee	Statutory	Statutory	Statutory			
	Each Accident	Statutory	Statutory	Statutory			
E	Disability Benefits						
	Each Employee	Statutory	Statutory	Statutory			
F	Other-Professional Liability or errors and Omissions or Malpractice						
	Per Claim	\$1,000,000	\$1,000,000				
Opt	Owners and Contractors Protection						
	Each Occurrence			\$1,000,000			
	Aggregate			\$2,000,000			
*	All Other Insurance as Required by Law						
	Rockland County to be named as Additional Insured on these coverage's	GL-AL	GL-AL	GL-AL			

(1) The Aggregate limits for Commercial General Liability should apply on a per location or per project basis for construction and capital projects.

(2) Automobile Liability Coverage is required IF an automobile is used in the execution of their contract. A vendor using a third party for shipment or transport does not require Automobile Liability Insurance.

(3) An ACORD form is NOT acceptable proof of NYS Workers Compensation (WC) or Disability Benefits (DBL) Insurance coverage. For WC, secure form C-105c or U-26.3. For DBL, secure form DB.120. Workers Compensation/Employers Liability, and NYS Disability are not required of: a) a business that is owned by one individual, is not a corporation, and does not have any other employees, b) a self-employed individual, c) an out of state employer with no NYS employees. IN EACH CASE, the employer must file Form CE-200, Certificate of Attestation of Exemption, with the NYS Workers Compensation Board certifying that they are not required to obtain NYS specific Workers Compensation Insurance or NYS statutory Disability Benefits.

This Invitation to Bid is prepared in Microsoft Word (Office for Windows 2003) format. Any alterations to this document made by the Offeror may be grounds for rejection of the proposal, cancellation of any subsequent award, or any legal remedies available to the County of Rockland.

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WORKERS COMPENSATION INSURANCE COVERAGE

WORKERS COMPENSATION: The CONTRACTOR shall procure, pay for, and maintain during the entire term of the contract such insurance as will protect both the owner and the contractor from claims under worker's compensation acts and amendments thereto and from any other claims for property damage and for personal injury including death, which may arise from operations under this contract, whether such operations by contractor or by any other party directly or indirectly employed by the Contractor. Copy of Certificates to be provided to the County of Rockland.

The Contractor must prove that they are in compliance with Section 57 of the Workers Compensation Law (WCL) by providing ONE of the following forms indicating that they are:

- Insured (Form C-105.2 or U-26.3) –*(All private insurance carriers and their licensed insurance agents are authorized to use the Form C-105.2 as their Certificate of NYS Worker's Comp Insurance. The State Insurance Fund uses the U-26.3 form as its Certificate of Workers Compensation Insurance)*
- Self-Insured (Form SI-12 – Certificate of Worker's Compensation Self-Insurance or Form GSI-105.2 Certificate of Participation in Worker's Compensation Group Self-Insurance)
- Exempt (Form CE-200 – Certificate of Attestation of Exemption From NYS Worker's Compensation Insurance) (Effective 12/1/08)

The Contractor will send the appropriate form to the Purchasing Division upon notification of contract award. All correspondence shall contain the Solicitation Number and Title.

Please note that ACORD forms are NOT acceptable proof of New York State Workers Compensation or Disability benefits insurance coverage.

NY State Department of Labor requirements for Workmen's Compensation and Disability forms. Online address: <http://www.wcb.state.ny.us/content/main/forms/AllForms.jsp>

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AND RENTAL OF DISPENSERS

BID NUMBER:
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COMPLIANCE WITH LAWS

The Contractor shall comply with all the provisions of laws in the State of New York and of the United States of America which affect municipalities and municipal contracts, and more particularly the Labor Law, the Immigration and Naturalization Laws and Regulation, the General Municipal Law, the Workers' Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Laws, Rules and Regulation, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein. The bidder's special attention is called to those laws which are set forth in detail below:

A. NON-COLLUSIVE BIDDING CERTIFICATION

The attention of the bidder is called to Section 103-d of the General Municipal Law of the State of New York, which reads as follows:

(1). Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold to be sold, shall contain the following true non-collusive bidding certification.

(a) By submission of this bid each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder 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) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons 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.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

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 AND RENTAL OF DISPENSERS**

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A. NON-COLLUSIVE BIDDING CERTIFICATION continued.....

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

The form of non-collusion bidding certification included as part of this bid package must be executed by the bidder and submitted with the proposal.

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

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

B. DISCRIMINATION IN EMPLOYMENT

The contractor will abide by the pertinent provisions of Sections 291-299 of the Executive Law and of the Civil Rights Law of the State of New York relating to unlawful discriminatory practices insofar as they may apply to this Agreement.

C. AFFIDAVIT OF DISCLOSURE

Local Law No. 10 of 1974 requires disclosure of political contributions by persons doing business with the County of Rockland. Section 3 of the Local Law states that:

"All corporations, partnerships or individuals prior to submitting a bid to the County of Rockland in excess of ten thousand dollars shall file an affidavit of disclosure with the clerk to the legislature containing a list of contributions made by the firm or any director, officer, or majority shareholder or the individual, directly or indirectly to any person or organization for any political party or for any individual running for public office or for a committee for an individual running for public office, or for any public officer in Rockland County for a period or three years prior to the date thereof. Such affidavit of disclosure shall be filed annually by December 31st until the contract is completed."

Bidder shall submit the original Affidavit of Disclosure, completed and notarized, included in this bid package with his bid.

D. AFFIRMATIVE ACTION PLAN

"The bidder agrees to comply with Resolution 471 of 1975 and will submit with its bid an affirmative action plan if its business, 1) employs a minimum of 15 employees, and 2) does a minimum of \$50,000 per annum business with Rockland County. The bidder further understands and agrees that if an affirmative action plan is required, but not attached to the bid documents, the bid will not be awarded."

E. SOCIAL SECURITY TAXES:

The Contractor for the agreed consideration promises and agrees to pay the taxes measured by the wages of their employees required by the Federal Social Security Act and all amendments thereto, and to accept the exclusive liability for said taxes. The Contractor further promises and agrees to indemnify and hold the owner harmless on account of any tax measured by the wages aforesaid of employees of the contractor assessed against the owner under authority of said law.

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HOLD HARMLESS CLAUSE

The Contractor shall defend, indemnify, save & hold harmless the County of Rockland, it's agents, officers and employees from and against all suits, or claims, which may be based upon any injury to or death of any person or persons or damage to property, which may occur, or which may be alleged to have occurred in the course of the performance of this agreement by the Contractor, whether such sum claimed shall be made by an employee of the contractor by a third person, or their representatives, and whether or not it shall be claimed that the said injury, death, or damage were caused through a negligent act, or omission, of the Contractor; and the Contractor shall, at its own expense, defend any and all costs and other expenses, arising therefrom, or incurred in connection therewith, and, if any judgment shall be rendered against the Owner in any such action, or actions, the contractor shall, at its own expense, satisfy and discharge the same.

EXCULPATORY CLAUSE

The Contractor agrees to make no claim for damages for delay in the performance of this contract occasioned by any act or omission to act of the County or any of its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

GUARANTEE

Upon completion and acceptance by the Owner, the Contractor shall guarantee, in writing, to the Owner that all items supplied by contractor are free from any and all defects in workmanship and materials for a period of one Year, and that all items will develop capacities and characteristics as specified. If, during period of one year from date of certificate of completion and acceptance of work, unless a longer period is specified, any such defects in workmanship, material or performance appear, he will remedy them without cost to County. Should Contractor fail to remedy such defects within a reasonable length of time, to be specified in notice from County, County may have such work done and Contractor shall be responsible to pay for it.

RIGHT TO KNOW LAW

"The successful bidder at the time of delivery of any toxic substance, which is defined as any substance with is listed in the latest printed edition of the National Institute of Occupational Safety and Health Registry of Toxic Effects of Chemical Substances or has yielded positive evidence of acute or chronic health hazards in human, animal or other biological testing, shall submit the following information to the Director of Purchasing:

- The name or names of toxic substance(s), including the generic or chemical name
- The trade name of the chemical and any other commonly used name
- The level at which exposure to the substance(s) is determined to be hazardous, if known
- The acute and chronic effects of exposure of the toxic substance(s) at hazardous levels
- The symptoms of such effects of exposure of the toxic substance(s) at hazardous levels
- The potential for flammability, explosion and reactivity of such toxic substance(s)
- Appropriate emergency treatment for over exposure of the toxic substance(s)
- Proper conditions for safe use and exposure to such toxic substance(s)
- Procedures for cleanup of leaks and spills of such toxic substance(s)

The successful bidder shall be required to comply with the provisions of Article 48 of the Public Health Law and Article 28 of the Labor Law, and as amended, at the time of delivery of any goods and material."

AMERICANS WITH DISABILITIES

"The County of Rockland is committed to full compliance with the Americans with Disabilities Act. To that end, the County is committed to creating an accessible environment for all. To request accommodations that you may require, please call Ann Marie Curley at (845) 364-3820. Please request these accommodations four (4) business days in advance so that we can seek to meet your needs."

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TITLE:
WATER-BOTTLED DRINKING
AND RENTAL OF DISPENSERS

BID NUMBER:
RFB-RC-10-002

AFFIRMATIVE ACTION PLAN

State of New York)

:SS

County of Rockland

_____ being duly sworn, deposes and
 says that he is the _____
 of the _____ Corporation. That I (DO) (DO NOT) employ fifteen (15)
 employees and I (DO) (DO NOT DO) a minimum of \$50,000 per annum business with the County of Rockland.

Based on the above information, attached hereto, is an Affirmative Action Plan or, because of the above, no Affirmative Action Plan is necessary.

 SIGNED

SWORN to before me this

_____ day of _____

200____

Notary Public: _____

**Strike out non-applicable information

TITLE:
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AND RENTAL OF DISPENSERS

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(PLEASE USE THIS FORM AND TELEFAX TO 845-364-3809 TO THE ATTENTION OF PAUL, J. BRENNAN, DIRECTOR OF PURCHASING. WE WILL RESPOND AS SOON AS POSSIBLE.)

Telephone No.:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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CERTIFICATION OF EXPERIENCE

(THIS FORM MUST BE FILLED IN BY VENDOR)

I _____ HEREBY CERTIFY THAT (COMPANY) _____

_____ HAS PERFORMED THE FOLLOWING WORK WITHIN THE LAST THREE YEARS:

NAME OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

AMOUNT OF CONTRACT: _____ TELEPHONE NO.: _____

TYPE OF WORK: _____ FAX NUMBER: _____

NAME OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

AMOUNT OF CONTRACT: _____ TELEPHONE NO.: _____

TYPE OF WORK: _____ FAX NUMBER: _____

NAME OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

AMOUNT OF CONTRACT: _____ TELEPHONE NO.: _____

TYPE OF WORK: _____ FAX NUMBER: _____

NAME OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

AMOUNT OF CONTRACT: _____ TELEPHONE NO.: _____

TYPE OF WORK: _____ FAX NUMBER: _____

NAME OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

AMOUNT OF CONTRACT: _____ TELEPHONE NO.: _____

TYPE OF WORK: _____ FAX NUMBER: _____

NAME OF BIDDER: _____ BY: _____

TITLE: _____ WITNESS: _____

COUNTY OF ROCKLAND - DGS-PURCHASING
BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

TITLE:
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AND RENTAL OF DISPENSERS**

BID NUMBER:
RFB-RC-10-002

SPECIFICATIONS

1. SCOPE OF WORK

- 1.1. The County of Rockland is seeking to establish an annual contract to furnish and deliver bottled drinking water for various government locations. Contractor is to provide water dispensing units on a rental basis.

2. GENERAL REQUIREMENTS

- 2.1. Bidder to supply all water dispensers with no spill systems as specified in Bid.
- 2.2. All bottles shall be five or three gallon size with plastic handles and valve caps for no spill systems.
- 2.3. Dispensers to be of three types:
 - 2.3.1. Hot and Cold
 - 2.3.2. Cook & Cold
 - 2.3.3. Cold Only
- 2.4. There is to be no bottle deposit.
- 2.5. Bidder to provide a current, valid permit to supply bottled drinking water in NYS.
- 2.6. Price to include delivery and set up.
- 2.7. Response time to reported problems not to exceed 24 hours.
- 2.8. Bidder to submit references to verify he has at least three (3) years experience supplying this service.
- 2.9. Water Standards
 - 2.9.1. Water to meet FDA standards and be NFS certified.
 - 2.9.2. Bidder shall submit with the Bid, its most recent sanitary inspection, microbiological, chemical, organic and radiological analysis.
 - 2.9.3. Bidder is to state source of drinking water (geographic location).
 - 2.9.4. Bidder to submit NYS Health Department bottled water certification.
 - 2.9.5. If bidding an approved equal water, a complete description and ingredients of the water must be listed.

3. DELIVERY

- 3.1. Contractor must be capable of installing all units required under the Bid within 30 days of award of Contract.
- 3.2. All unit set ups shall be within 48 hours of receipt of Blanket Purchase Order.
- 3.3. All water deliveries will be on a call in basis after initial set up and delivery.
- 3.4. All deliveries shall be inside delivery and set up to shipping address as listed on Purchase Order.

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3.5. Delivery locations include but not limited to Pomona, New City, Nyack, Spring Valley and Haverstraw.

3.6. Vendor will be given Purchase Orders with specific delivery locations after award of contract.

4. EQUAL OR EQUIVALENT PRODUCT

4.1. All equipment shall be as specified or approved equal.

4.2. If bidding approved equal equipment, bidder shall submit specifications, cut sheets etc. with their Bid.

4.3. Bidder shall list three (3) locations where the items offered are currently being used (see page 18 of these specifications).

5. AWARD

5.1. Contract will be awarded as a group for all items to the lowest responsible bidder meeting the stated requirements.

6. INVOICING

6.1. Invoices shall reflect the purchase order number.

6.2. Invoices shall be addressed to the ordering agency and invoiced to the bill to address on the purchase order.

7. PRICE INCREASES

7.1. In the second, third and fourth year of this agreement, at the County of Rockland's option, the Contractor may receive a Unit Daily Cost increase not to exceed the prevailing CPI. The decision of the County of Rockland is Final and Binding.

7.2. CPI-U means the Consumer Price Index for the U.S. City Average-Consumer Price Index for All Urban Consumers as published by the Bureau of Labor Statistics of the United States Department of Labor or a successor or substitute index, appropriately adjusted.

**WATER-BOTTLED DRINKING
AND RENTAL OF DISPENSERS**

COUNTY OF ROCKLAND DGS – PURCHASING DEPARTMENT BLDG. A, 2ND FLOOR, 50 SANATORIUM ROAD POMONA, NY 10970 TELEPHONE NO.: 845-364-3820 FAX NO.: 845-364-3809								VENDOR: _____
LINE NO.	DESCRIPTION	ITEM NUMBER	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE	BRAND NAME AND PRODUCT CODE	
1	Dispensers, No spill system, Hot and Cold unit, Manufacturer - Oasis / EBCO / Cordley / Temprite, or approved equal.	98528000001	35	EACH				
2	Dispensers, No spill system, Cook and Cold unit, Manufacturer - Oasis / EBCO / Cordley / Temprite, or approved equal.	98528000002	5	EACH				
3	Dispensers, No spill system, Cold unit, Manufacturer – Oasis / EBCO / Cordley / Temprite, or approved equal.	98528000003	5	EACH				
4	Drinking water supplied in 5-gallon plastic containers, Manufacturer – Leisure Time, Crystal Rock Premium or approved equal.	96294000001	3500	EACH				
5	Drinking water, supplied in 3-gallon plastic containers, Leisure Time, Crystal Rock Premium or approved equal.	96294000002	100	EACH				
6	Drinking water/16 oz. Bottles 24 bottles per case	96294000004	35	CASES				
7	TOTAL OF ITEMS 1 - 6			TOTAL				
8	TOTAL OF ITEMS 1 - 6 WRITTEN OUT							

WATER-BOTTLED DRINKING
AND RENTAL OF DISPENSERS

COUNTY OF ROCKLAND DGS – PURCHASING DEPARTMENT BLDG. A, 2ND FLOOR, 50 SANATORIUM ROAD POMONA, NY 10970 TELEPHONE NO.: 845-364-3820 FAX NO.: 845-364-3809		VENDOR: _____ _____
Prompt Payment Discount Bidder offers a prompt payment discount of _____% _____ days or _____% _____ days, to apply after receipt of invoice or final acceptance of products, whichever is later. If no prompt payment discount is offered, enter 0 in the % space to indicate net 30 days, otherwise payment terms shall be 2% - 20 days, net 30 days; effective after receipt of invoice or final acceptance of the products, whichever is later. Payment terms offering less than 20 calendar days will not be considered in the price evaluation of your bid. Payment terms offering 20 calendar days or more, will be considered in the bid evaluation.		
Print Name: _____ Name of person responsible for this solicitation		
Signature: _____		
Email Address: _____		
Direct Phone Number: _____		
Fax Number: _____		
I acknowledge the receipt of _____ addendums		
Date: _____		

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID TD
COUNT-1

DATE (MM/DD/YYYY)
07/01/09

PRODUCER The Ducey Agency, Inc. 43 South Liberty Drive Stony Point NY 10980 Phone: 845-429-5000 Fax: 845-942-1004		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Professional Services 123 Main Street New City NY 10956		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A "A" Rated General Liability	
		INSURER B "A" Rated Auto	
		INSURER C "A" Rated Excess	
		INSURER D Workers Compensation	
		INSURER E "A" Rated Professional	

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	123XYZ	01/01/09	01/01/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	123XYZ	01/01/09	01/01/10	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
C	EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	123XYZ	01/01/09	01/01/10	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	105.2 OR U-26.3 CE-200	01/01/09	01/01/10	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
E	Professional	123XYZ	01/01/09	01/01/10	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The County of Rockland, its employees, elected officials, and affiliated municipal entities are included as additional insureds. The signing authorized representative warrants that the insurance carrier(s) have been informed of, and accepted The County of Rockland as an additional insured.

CERTIFICATE HOLDER

COUNT-1

The County of Rockland
 18 New Hempstead Road
 New City NY 10956

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]