



RENSSELAER COUNTY BUREAU OF CENTRAL SERVICES

STEVEN F. McLAUGHLIN
COUNTY EXECUTIVE

JAMES R. GORDON
DIRECTOR

NOTICE TO BIDDERS

The County of Rensselaer invites bid proposals for the following:

PAPER, PLASTIC, FOIL & ASSOCIATED FOOD SERVICE ITEMS

Bid proposals will be received at the Bureau of Central Services, 4th Floor, Rensselaer County Office Building, 99 Troy Road, East Greenbush, New York 12061, until 10:00 a.m., on Tuesday, April 28, 2026, after which time all bids received will be opened and read aloud. All items must be bid in order to be considered a responsive bid – partial bids will not be accepted. Please refer to Page 2: General Bidding Information: #6 Location requirements. All bidders must comply with the General Municipal Law, Sect. 103. The County of Rensselaer reserves the right to reject any and all bids received and to waive any informalities discovered herein. Interested Bidders may obtain bid specification and bid proposal forms, on-line at <https://www.rensco.com/Bids.aspx>, or on BidNet Direct, Empire State Purchasing Group, <https://www.bidnetdirect.com/new-york/rensselaercounty>. Bids will not be faxed or transmitted electronically.

James R. Gordon, Director
Bureau of Central Services
Rensselaer County
County Office Building
East Greenbush, New York 12061

Date: March 31, 2026
Bid No.: RFB-26-16
Page: 1

GENERAL BIDDING INFORMATION

1. CONTENTS of this bid proposal package are as follows:
 - White - Bid Invitation
 - Blue - Bidder Information
 - Green - Bid Specifications
 - (COMPLETE & RETURN) → White - Official Bid form
 - (COMPLETE & RETURN) → White - Certification of Compliance: Local Law #2
 - (COMPLETE & RETURN) → White - Non-Collusive Practices Statement
 - (COMPLETE & RETURN) → Gold - Official Bid Return Envelope (If Bid mailed to companies)
2. GENERAL INFORMATION AND INSTRUCTIONS for bidders are listed on this blue sheet. The items numbered below are general instructions included on all bids sought by the County. Additional requirements or instructions may be checked off on attached green specification sheets. Please read each item carefully so that your bid will be submitted correctly.
3. ADDITIONAL BIDDING INFORMATION may be obtained from the Bureau of Central Services (BOCS), Fourth Floor, County Office Building, 99 Troy Road, East Greenbush, New York, 12061. Area Code (518) 270-2641.
4. BIDDERS' LEGAL CONFORMANCE with section 103 a,b,c,d; General Municipal Law of the State of New York is required. (This Section outlines grounds for cancellation, disqualification of contracts, and removal of disqualification of contractors by petition and statement of non-collusion.)
5. DATE OF BID OPENING indicated on the Invitation and Bid Form is the final time for submitting acceptable bids. Those arriving after the stipulated hour will be returned unopened and will not be considered. Bids must be sealed and may be mailed or delivered in person to the BOCS.
6. INFORMATION PROVIDED BY THE BIDDER on the Official Bid Form shall include the brand/ manufacturer of the items bid. This information shall be construed to be completely in accord with the specification outlined in the proposal, unless the bidder explains all deviations and qualification in writing on the Bid Form.

LOCATION: Rensselaer County requires the awarded Vendor providing the service to have an office location be within a 50-mile radius of the Rensselaer County Office Building at 99 Troy Road, East Greenbush, New York 12061 or that the awarded Vendor has an additional office location within a 50-mile radius of the Rensselaer County Office Building at 99 Troy Road, East Greenbush, New York 12061. The name, location, contact person and phone number of this service facility must be clearly identified on the Official Bid Form.

Acceptable forms of proof of a local office as required by this bid include, but are not limited to:

- A fully executed lease, sublease, or written use agreement for the claimed location;
- A property deed or utility bill in the company's name for the claimed address;
- A certificate of occupancy, local business license, or contractor's license listing the local address;
- An insurance certificate or other official documentation confirming the business operates at the claimed address.

7. PRICE QUOTED on the Bid Form shall be NET, including freight, delivery and fuel charges to the locations specified, and installation charges, if required -- unless otherwise noted in the ADDITIONAL BIDDING REQUIREMENTS and/ or SPECIFICATIONS.
8. COMPLETION AND SUBMISSION OF BID PROPOSALS shall be legible and in ink or typewritten. Signature of the bidder shall be in ink. Failure to sign the Official Bid Form will result in rejection of the bid as incomplete.

RETURN the white Official Bid Form, white Certification of Compliance: Local Law #2, 1992 and Non-Collusive Practices Statement, and approved bid surety (if required) in the gold Official Bid return envelope (envelope provided if bid mailed to companies). If you use any other packaging (including UPS, FedEx, etc.) the bid number must be clearly marked on the outside of the packaging. If unmarked, the bid may not be opened.

9. BID SURETY, where required, must be in the form of an original bid bond or bank certified check and made payable to Rensselaer County. VOID AFTER 90 DAY CHECKS ARE UNACCEPTABLE AS BID SURETY. CASH IS NOT ACCEPTABLE. The surety instrument shall be in the amount of Zero (\$0.00) Dollars as bid surety and will be returned to the unsuccessful bidders within 45 days of the bid award. Bids submitted without the specified surety will not be read aloud and will be immediately rejected. Surety from an existing contract (bid award) may not be used as a surety for this or any other contract.

The surety instrument of the successful bidders is held by the County as a performance bond until the conditions of the award are satisfactorily completed, then returned to the vendor. Whether a bank certified check or bond, the surety instrument held as a performance bond must be valid for the duration of the contract. A bank certified check offered as initial bid security may be replaced by a bond following award of the contract.

10. BID WITHDRAWAL by bidders is not permitted during the sixty (60) day interim award period unless the bidder expressly states in his bid that acceptance thereof must be made within a shorter specified time.
11. BID OPENING is held in the office of the Bureau of Central Services and is open to the public. At the indicated hour, all bids received will be opened and read aloud. Bids submitted following the submission time will be returned unopened. Experience shows that bidders and other interested parties' presence is helpful, particularly when clarification of a bid might be desired by the appointed committee.
12. AWARD: Award will be made by the Director of BOCS. The Director reserves the right, before making an award, to investigate the qualification and facilities offered by bidders to insure proper performance.

The award will be made, based on item price or by aggregate net total as stipulated in the specifications OR Best Value according to NYS GML § 103 as defined in NYS Finance Law § 163. Award shall 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 commodity to be supplied and its conformity with the specifications. Bidders are entitled to fair and equitable treatment. It is the Bidder's responsibility to recognize the administrative expense associated with conducting a bid process. Therefore, any protest(s) regarding the process or award shall be filed in writing and on the Bidder's letterhead with the Bureau of Central Services no later than seven (7) calendar days following the date of the bid opening.

The Director also reserves the right to reject any and all bids received, and to waive any informalities discovered therein on behalf of the County. Successful bidders will be notified within sixty (60) days following the bid opening.

13. DELIVERY: Delivery of awarded items or service will be stipulated in the award, unless otherwise noted in the specifications. The decision of the Director of BOCS as to reasonable compliance with the delivery terms shall be final.
14. PAYMENT will be made to the vendor following satisfactory delivery or installation. Vendor must submit completed original claims/vouchers (no photocopies) with the appropriate original invoices to the department ordering the materials, which will in turn verify and forward them to the Bureau of Finance for disbursement, usually within thirty (30) days. Rensselaer County will not pay late charges.

Third Party Contracts: Rensselaer County will enter into a contract with and forward payments only to the company which submits the Request for Bid and is indicated by company name, address and signature on the Official Bid Form. Assignment of the initial contract by the original company submitting the Request for Bid to any other company (Third Party) is not permitted without the formal (written) approval of Rensselaer County.

15. PERIOD OF AWARD: Shall be stipulated by the Director of BOCS in the specifications.
16. REJECTION of late delivery or damaged goods shall be determined by the Director of BOCS. Costs associated with removal of rejected items shall be borne by the vendor.
17. EXTENSION OF PRICES: It is the intent of this Request for Bids that, wherever practicable, all political subdivisions and districts located in the State of New York be entitled to make purchases of materials, equipment or supplies from the resulting bid award.

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. All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made. All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful bidder.

Upon request, participating entities must furnish the successful bidder with the proper tax exemption certificates or documentation of tax-exempt status. Purchase orders should have this information and be retained for documenting the tax-exempt sale. The sole responsibility in regard to performance of the bid, or any obligation, covenant, condition or term there under by the successful bidder and the participating entities will be borne and is expressly assumed by the successful bidder and the participating entities and not be Rensselaer County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful bidder, Rensselaer County specifically and expressly disclaims any and all liability for such defective performance or breach or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Rensselaer County centralized bid.

18. **CONDITIONS AND CONTINGENCIES:** In the event legislative action is required to either procure, obtain or transfer moneys necessary to fulfill the County's legal responsibilities as purchaser under the terms and conditions of this bid, then in such event any bid award made by the County of Rensselaer is expressly conditional and contingent upon the completion of such legislative action, including such approval as may be required under section 3.06 of the Rensselaer County Charter. Submission of a bid by a vendor to the County of Rensselaer will constitute express acknowledgment and acceptance of any such condition or contingency by that vendor.
19. **"OR EQUALS":** Whenever a food item, commodity or piece of equipment is identified in the bid or specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers etc, it is intended to establish a standard of quality and any food item with substantially equal ingredients and proportions, commodity or equipment of other manufacturers which will perform adequately will be considered equally acceptable provided that the food item, commodity or equipment so proposed is, in the opinion of the Bureau of Central Services, to be of equal substance and function.
20. **ALTERNATE BIDS:** Alternate bids are not acceptable to Rensselaer County, unless specifically called for in the bid proposal.
21. **"HOLD HARMLESS AGREEMENT"** (Applicable to bids involving labor): "The Contractor shall during the performance of this work comply with all Federal OSHA and New York State Laws, take all necessary precautions and place proper guards for the prevention of accidents, shall put up and keep all night suitable and sufficient lights and shall indemnify and save harmless the County of Rensselaer and its employees, officers, and agents from all claims, suits and actions and all damages and costs to which they may be held responsible by reason of death or injury to all persons or property of another resulting from unskillfulness, willfulness, negligence or carelessness in the performance of the work, or in guarding and protecting the same, or from improper methods, materials, implements or appliances used in its performance or construction, or construction, or by or on account of any direct or indirect act or omission of the Contractor or his employees or agents, and whether or not any active passive or concurrent negligent act or omission by the County of Rensselaer or the Manager or any of their employees, officers or agents may have directly or indirectly caused or contributed thereto."
22. **RENSELAER COUNTY MACBRIDE PRINCIPLES CONTRACT COMPLIANCE LAW (EFFECTIVE 09/01/93):** Rensselaer County Local Law No. 4 of the year 1993 adopted the MacBride Principles of Fair Employment, which are nine principles designed to foster an end to employment discrimination in Northern Ireland. The law states, in part, "in case of a contract which must be let by competitive sealed bidding, wherever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract..., the contracting entity shall refer the contract to the County Legislature, which shall determine if the lowest bidder is responsible..."

Unless expressly stated in writing with the bidder's submission, the bidder's signature on the bid shall constitute agreement with the MacBride Principles and Local Law #4 of 1993. Complete copies of the MacBride Principles and Local Law #4 of 1993 may be obtained at the Rensselaer County Attorney's Office.

23. **PREVENTION OF DELAY** (Applicable to bids involving labor): Notwithstanding any language to the contrary, the Contractor agrees that there will be no interruption in the performance of the work under this agreement due to labor strife or unrest and that the contractor and his subcontractor will not employ on the work, any labor, materials, or means whose employment or utilization during the course of the contract may tend to or in any way cause or result in strikes, work stoppages, delays, suspensions of work, or similar troubles by any of the trades working in or about the buildings and premises where work is being performed under this contract, or by other contractors or their subcontractors pursuant to other contractors or on any other building or premises owned or operated by the OWNER. Any violation by the CONTRACTOR of this requirement will be considered proper and sufficient cause for the OWNER to consider such interruption a breach of the agreement and to cancel the contract without any penalty to the OWNER, and to recover any damages from the CONTRACTOR that may have been caused by labor strife and unrest.

The workings of this clause shall not act to derogate the rights and responsibilities granted to labor and Management by Federal and State Laws.

24. **WORKERS COMPENSATION & DISABILITY BENEFITS COVERAGE:** In accordance with Workers Compensation Law Section 57 and Disability Benefits Law Section 220, subd. 8, Rensselaer County is requiring that Bidders submit proof that they have obtained the required workers compensation and disability benefits coverage, or that they are not required to provide coverage within seven (7) calendar days from the Notice of Award notification by the Bureau of Central Services. Only the following completed forms shall be accepted as verification:

Worker's Compensation:

- Form WC/DB-100, or
- Form C-105.2, or
- Form SI-12, or
- Form GSI-105.2

Disability Coverage:

- Form WC/DB-100, or
- Form DB-120.1, or
- Form DB-155

25. **BIDDER'S RESPONSIBILITY:** Bidders who respond to Rensselaer County's request for bids hereby acknowledge and accept responsibility for the following and, as a condition of the bidding process, agree as follows:
- To submit a signed (must be signed in ink), complete and legibly prepared bid. The bid pricing shall be based upon bid specifications promulgated by the County and the bid shall be submitted on the Official Bid Form. The Official Bid Form(s) may not be changed or altered. **Failure to sign the Official Bid Form will result in rejection of the bid as incomplete.**
 - **To agree to not alter the bid document(s) (including the Official Bid Form(s) in any way.**
 - To be responsible for the mathematical accuracy of their bid and to fully extend all bid pricing.
 - To provide an accurate conversion of packaging whenever their bid varies from that product packaging detailed in Rensselaer County's bid specifications.
 - To provide bid pricing based upon the specified unit per item (i.e. "Case", "Box" "Each", etc). Bidders shall not as a condition of bid/award restrict purchase to specific units (i.e. "Case" lots only).
 - To provide the brand/manufacturer information when required by the specifications or in those instances where the products offered by the bidder differ from those listed in Rensselaer County's Bid specifications.

CANCELLATION: The County of Rensselaer in its sole discretion retains the right to cancel this contract without reason provided that the contractor is given at least thirty (30) days notice of its intent to cancel.

Additionally, Rensselaer County reserves the right to reject any bid which, through bidder error or omission is found to be mathematically incorrect, conditional, otherwise incomplete, or not in compliance with Rensselaer County bid specifications. This right to reject bids which are incomplete, conditional, inaccurate, or not in compliance with specifications shall be exercised in the best interests of Rensselaer County.

**County of Rensselaer
Insurance Requirements (Cont'd)**

F. Umbrella Liability

Limit of Liability (minimum limits)

\$2,000,000 each occurrence / \$2,000,000 aggregate * (where applicable) excess of Commercial General Liability, Commercial Automobile and Workers Compensation Employers' Liability coverages.

G. Other Requirements

The Insurance Certificate shall contain the following:

- A) A description of the work and contract authorization number.
- B) Reference to any special endorsements restricting standard policy coverage.
- C) A statement that the insurance company will provide 60 days written notice to the County of Rensselaer prior to any modifications or cancellations of any such policy by registered mail or return receipt.
- D) County of Rensselaer and/or any of their employees, officers or agents are named as additional insured with respects to the referenced contract.

All required insurance must be in effect and continued so during the life of the Contract, at the Contractor's expense, and is subject to the approval of Counsel as to adequacy, form and correctness. No approval to begin work shall be given to the Contractor until submission and approval of proper insurance certificates and original Owner's and Contractors Protective Policy.

For additional questions regarding insurance requirements please contact the Rensselaer County Attorney's Office at (518) 270-2950.

*With regard to Aggregate

ADDITIONAL BIDDING INFORMATION

AWARD BASIS: The contract will be awarded to the Bidder with the lowest aggregate net total bid meeting Rensselaer County specifications or Best Value according to NYS GML § 103 as defined in NYS Finance Law § 163. All items must be bid in order to be considered a responsive bid. Rensselaer County reserves the right to reject any and all bids received, waive any informalities and re-bid, if necessary, when it appears to be in the County's best interest.

AWARD PERIOD: This is a six (6) month bid and shall be effective from July 1, 2026 through December 31, 2026 (See Pricing, Page 9).

BID PROPOSALS: Rensselaer County may choose to reject Bid(s) from a Vendor with documented past poor performance with Rensselaer County or other Political Subdivisions.

BID SURETY: No bid surety is required.

PARTIAL BIDS: Partial bids WILL NOT be accepted. In order to be considered a responsive bid, Bidders must submit pricing for all items listed on the Official Bid Form.

ESTIMATED BID QUANTITIES: All bid quantities listed are estimated and the contract shall be for the actual quantities ordered during the award period.

MANUFACTURER'S NAMES / PRODUCT CODES: Manufacturers names are given for descriptive purposes, to provide a standard of quality and/or performance and are not intended to restrict competition. Bidders must specify the brand name and product code number of the product they are bidding in the space next to each bid item unless they are providing the product specified by the County on the Official Bid Form. If the specified brand cannot be provided, the bidder must substitute a brand of equal or greater quality. Please note on the Official Bid Form: The Manufacturer Name is "Suggested" and "Product Code" listed may not be the most recent product code. Failure to provide the above information in a legible format may result in disqualification of your bid.

PRODUCT AVAILABILITY: Items awarded to a Vendor must be available for the duration of the specified bid period. Rensselaer County may choose to cancel awarded contracts with Vendors who have an excessive amount of back-orders.

If an awarded item is discontinued or becomes unavailable to the vendor for some other reason, the Bureau of Central Services must be notified in writing, on the company's letterhead and signed by the authorized vendor representative prior to any substitution. If the vendor is offering a substitution, the letter must include the following:

- Manufacturer ingredients information, the new product number, packaging size and unit information to facilitate accurate ordering. Confirmation that the unit price for an equivalent quantity of the substitution will be the same unit price as originally bid, and that the substitution is of equivalent or better quality and function than the original.
- If no substitution is available, items that have to be re-awarded will be purchased from the next lowest bidder or an alternate source, if necessary, and the cost difference will be billed back to the original awarded vendor for the remainder of the bid period. Vendors "dropping" or not supplying products during the specified bid term may forfeit future bid awards by Rensselaer County.
- No substitute products will be accepted unless pre-approved by the Director of the Rensselaer County Bureau of Central Services whose determination as to "or equal" shall be final. Failure to notify and receive approval for substitutions may result in voiding of the contract.

ADDITIONAL BIDDING INFORMATION (Continued)

PRICING: BID PRICING MUST REMAIN FIRM FOR THE SIX (6) MONTH AWARD PERIOD. THE CONTRACT START DATE IS JULY 1, 2026 THROUGH DECEMBER 31, 2026. NO PRICE CHANGES WILL BE ALLOWED DURING THE AWARD PERIOD (See Product Availability, Page 8).

Rensselaer County reserves the right to purchase products from New York State Contracts, other County's Contracts, New York State Preferred Sources or Government Purchasing Cooperatives if pricing is lower than this bid's pricing.

SUBSTITUTIONS: Where bidders substitute products they feel are "equal" to that specified in the bid, they must be prepared to provide detailed product information. During the evaluation period and prior to award, where, in the opinion of the Director of Central Services, substitute brands and products do not meet or exceed specifications, the following process may be followed to ensure compliance:

The bidder will be informed that the County will not accept the bidder's product as an "equal to" substitute and the bidder may be given one opportunity to provide a product at the bid unit price, which does meet or exceed specifications. If the bidder cannot provide a substitute that meets Rensselaer County's specifications at the bid unit price, the bid will be disqualified and the award will be made to the bidder with next lowest net aggregate total meeting Rensselaer County specifications.

PACKAGING/LABELING: Products awarded under this contract(s) shall be packaged/delivered in cases/packaging which clearly describes the contents by Mfg./Product ID#, weight/size where applicable and number of items within the case/package.

Any variations in packaging, size or quantities specified for each bid item must be clearly noted on the Official Bid Form. It is the vendor's responsibility to provide an accurate conversion of packaging. Vendors must list their current Unit Prices in the Unit Price Column any conversions shall be applied to the Estimated Quantity listed in the Estimated Quantity Column. Prices listed shall be calculated to 2 decimal places only. Failure to clearly note such variations may result in rejection of the bid.

SAMPLES: Bidders must be prepared to deliver selected bid items for inspection of quality and ingredients within seven (7) calendar days following notification by the Bureau of Central Services. Failure to supply the required samples and/or information within the specified time may result in disqualification of the bid. Unless notified otherwise, samples must be delivered to the Rensselaer County Bureau of Central Services, 99 Troy Road, East Greenbush, New York 12061.

ORDERING/DELIVERY: Orders for bid items and subsequent payment shall be in accordance with Rensselaer County Purchasing Procedures and accounting practices. Individual departments shall forward purchase order(s) for bid items to the successful vendor(s) on an as-needed basis or using a monthly blanket purchase order, whichever is in the best interest of the department. The vendor(s) shall deliver those items to the department identified on the Purchase order and invoice that same department. Vendor(s) may not combine departments into one account and, for purposes of delivery and subsequent invoicing / payment, shall deal with each department as a separate account.

Deliveries that do not identify the specific department that has placed the order may be returned to the vendor(s) at the vendor's expense. There shall be no penalty to Rensselaer County for expenses incurred due to incorrectly addressed deliveries. Any vendor who delivers items which are not ordered, or who duplicates or overship items, does so entirely at the vendors own expense. Such shipments will be at no cost or responsibility to Rensselaer County.

ADDITIONAL BIDDING INFORMATION (Continued)

ORDERING/DELIVERY Continued:

NOTE: Delivery shall be made within ten (10) calendar days of vendor's receipt of the purchase order. Departments that choose to use a monthly blanket purchase order should receive delivery within 10 (calendar) days from the date their order(s) are placed. It is the vendors responsibility to contact the "ordering department" to advise them if an item(s) ordered will be delayed and the item(s) must be included in the department's next shipment and delivered at the vendor's cost with no additional delivery charge. Repeated, delayed or partial deliveries shall be interpreted as failure to meet contractual obligation and may constitute cause for cancellation of the Contract, with thirty (30) days notice by the County to the vendor.

PRICE ADJUSTMENT CLAUSE:

1. In the event verifiable market conditions require the successful bidder to increase bid pricing during the contract period, the bidder must give the Rensselaer County Bureau of Central Services forty-five (45) days written notice of any price increase. Rensselaer County reserves the right to require additional justification of any price increases. No increase in price will be allowed within the first one hundred and ten (110) days of the contract.
2. Proof of the need for an increase must accompany the notice in the form of actual manufacturer invoices to the distributor showing the increased product cost. The increase accepted by the Rensselaer County Bureau of Central Services shall not exceed said amount.
3. Upon receipt of written notice, the Rensselaer County Bureau of Central Services may accept the price increase or conduct a new bid at the discretion of the Rensselaer County Bureau of Central Services.
4. Under no circumstances will a price increase be accepted without forty-five (45) days written notice.

REVIEW OF FINALIZED BIDDING RESULTS: If copies of the bid results are required companies may send a FOIL request (Freedom of Information Law) to the Rensselaer County Attorney's Office, Rensselaer County Office Building, 99 Troy Road, 4th Floor, East Greenbush, New York 12061 (518) 270-2950, online access: <https://www.rensco.com/FormCenter/County-Attorney-4/Freedom-of-Information-Act-FOIL-Requests-46>.

QUALITY OF SERVICE: Rensselaer County Departments participating in this bid shall follow the process outlined below in reference to: incorrect orders, receipt of orders past the ten (10) calendar days, billing issues, etc. Where issues are not satisfactorily resolved within a reasonable period of time after verbal communication to the vendor, the following escalation process will be followed:

- A. The Department notifies the vendor in writing and describes the problem(s).
- B. If the problem(s) are not corrected, the Department again notifies the vendor in writing and describes the problem(s).

If the problem(s) are still not corrected, the Department will provide the Bureau of Central Services (via email or inter-office mail) the documentation of their communications with the vendor and the Director or Deputy Director of the Bureau of Central Services will advise the vendor – in writing – that the problem has not been corrected and must be corrected immediately or the contract with the vendor will be canceled without penalty to the County.

CANCELLATION: The County of Rensselaer in its sole discretion retains the right to cancel this contract without reason provided that the contractor is given at least thirty (30) days notice of its intent to cancel.

Additionally, Rensselaer County reserves the right to reject any bid which, through bidder error or omission is found to be mathematically incorrect, conditional, otherwise incomplete, or not in compliance with Rensselaer County bid specifications. This right to reject bids which are incomplete, conditional, inaccurate, or not in compliance with specifications shall be exercised in the best interests of Rensselaer County.

OFFICIAL BID FORM

Rensselaer County: Date and submission of bids up to and including 10:00 a.m., Tuesday, April 28, 2026, after which time all bids received will be opened and read aloud.

PAPER, PLASTIC, FOIL AND ASSOCIATED FOOD SERVICE ITEMS

ITEM #	Item Description, Packaging/Unit & " <u>Suggested</u> " Manufacturer/Brand & Product Code/ID	* Bidder's Mfr./Product ID and Unit Packaging (<u>NOTE: IF SAME AS SPECIFIED SIMPLY ENTER "SAME"</u>)	UNIT	UNIT PRICE	x	EST QTY	=	TOTAL PRICE PER ITEM
1	Bags, Paper, Brown, Extra-Heavy Duty, (Duo 71005 / 5# Kraft Bulwark 400/Bale (BL)		bale		x	208	=	
2	Bags, Paper, Brown, Extra-Heavy Duty, (Duo 71010 / 10 #, Kraft Bulwark 400/Bale (BL)		bale		x	8	=	
3	Cups, portion, paper, individual, (Genpak GENF125 1-7/8 Inch Top dia, 1.25 oz, White; 250/Sleeve, 20 Sleeve/cs)		cs		x	3	=	
4	Cups, cold drink, paper w/wax coating, 5 oz, 2500/cs (Graphic Packging INPDMR0050CHM)		cs		x	50	=	
5	Cups, cold drink, paper w/wax coating, Solo R9N-J8000 Symphony 9 oz. Wax Treated Paper Cold Cup - 100/Pack - Used by VRM Nursing Home		cs		x	73	=	
6	Cups, single sided poly paper hot cup, 8oz white (Solo 378W- 2050 1000 per cs)		cs		x	300	=	
7	Lid, Lift back & lock tear tab polystyrene cup lid, 3.3" round white (Solo LB3081-00007, 1000 per cs)		cs		x	185	=	
8	Cups, 3/4 oz. Souffle-Paper (Genpak, GENF075 20/250 cs)		cs		x	30	=	
9	Cup, 4 oz Souffle-Plastic (Solo SLOP400 / 2500 cs)		cs		x	65	=	
10	Lid, 4 oz Souffle-Plastic (Solo SLOPL4 / 2500 cs)		cs		x	60	=	
11	Cup, 2oz Souffle-plastic (Solo SLOB200 / 2500 cs)		cs		x	55	=	
12	Lid, 2oz Souffle-plastic (Solo SLOPL2 / 2500 cs)		cs		x	55	=	

OFFICIAL BID FORM

Rensselaer County: Date and submission of bids up to and including 10:00 a.m., Tuesday, April 28, 2026, after which time all bids received will be opened and read aloud.

PAPER, PLASTIC, FOIL AND ASSOCIATED FOOD SERVICE ITEMS

ITEM #	Item Description, Packaging/Unit & "Suggested" Manufacturer/Brand & Product Code/ID	* Bidder's Mfr./Product ID and Unit Packaging (NOTE: IF SAME AS SPECIFIED SIMPLY ENTER "SAME")	UNIT	UNIT PRICE	x	EST QTY	=	TOTAL PRICE PER ITEM
13	Cup, 5oz plastic, cold (beverage/drinking) (Fabri-Kal RK5 25/100/2500 cs)		CS		x	9	=	
14	Lid, 5oz plastic, cold - non-vented lid (beverage/drinking) (Fabri-Kal L5NV 25/100/2500 cs)		CS		x	9	=	
15	Hot / Cold Cup polycoated paper with Lid, 8 oz (Huhtamaki 7048 Mfr# 70408 250 ct)		CS		x	58	=	
16	Cups, 5.5 oz Souffle - Plastic - Clear (Fabri-Kal 9500518) - Used by VRM Nursing Home		CS		x	26	=	
17	Lid, 5.5 oz Souffle - Plastic - Clear (Fabri-Kal 9505084 - Used by VRM Nursing Home		CS		x	26	=	
18	Hats, Paper, "Over-seas" style, white, disposable, adj. (Kestone KS-100 W/10/100 / 1000 cs)		CS		x	11	=	
19	Disposable Beard Covers, White, 100/pk, 10/pk/ct per case (Jueya Medical #JY032)		CS		x	1	=	
20	Napkins, table, paper, quarter fold, approx. 11"x13" (Morcon MOR1250MS 12/500 / 6000 cs)		CS		x	30	=	
21	Napkins, dinner, two-ply, white, 1/8 fold, (Morcon MOR3466 20/150 / 3000 cs)		CS		x	185	=	
22	Napkins, dinner, two-ply, red (Hoffmaster HOF6023D11 / 8-125-1000 cs)		CS		x	7	=	
23	Napkins, dinner, two-ply, Navy blue (Hoffmaster HOF602D22 / 8-125-1000 cs)		CS		x	3	=	

OFFICIAL BID FORM

Rensselaer County: Date and submission of bids up to and including 10:00 a.m., Tuesday, April 28, 2026, after which time all bids received will be opened and read aloud.

PAPER, PLASTIC, FOIL AND ASSOCIATED FOOD SERVICE ITEMS

ITEM #	Item Description, Packaging/Unit & "Suggested" Manufacturer/Brand & Product Code/ID	* Bidder's Mfr./Product ID and Unit Packaging (NOTE: IF SAME AS SPECIFIED SIMPLY ENTER "SAME")	UNIT	UNIT PRICE	x	EST QTY	=	TOTAL PRICE PER ITEM
24	Napkins, dinner, two-ply, Gold (Hoffmaster HOF602D40 / 8-125-1000 cs)		CS		x	2	=	
25	Napkins, dinner, two-ply, Orchid (Hoffmaster HOF020539 / 8-125-1000 cs)		CS		x	2	=	
26	Napkins, dinner, two-ply, Green (Hoffmaster HOF602D37 / 8-125-1000 cs)		CS		x	9	=	
27	Napkins, dinner, two-ply, Yellow (Hoffmaster HOF020540 / 8-125-1000 cs)		CS		x	5	=	
28	Napkins, dinner, two-ply, Orange (Hoffmaster HOF020508 / 8-125-1000 cs)		CS		x	3	=	
29	Napkins, dinner, two-ply, 15" x 17" 1/8 fold Holiday Ornaments pattern (Hoffmaster HOF831218 4/250 / 1000 per cs)		CS		x	3	=	
30	Non-bleeding! Disposable, paper placemats, white, anniversary, plain edge (Hoffmaster / 601SE1014 / 1000 cs)		CS		x	25	=	
31	Place mats, paper, 9-1/2" W x 13-1/2"L. Asst. Colors (Hoffmaster / Asst. # / 1000 cs)		CS		x	151	=	
32	Plates 9", paper, stiff, plastic coated, (Aspen ASP121005 / 1200 per case) * Medium Weight		CS		x	64	=	
33	Plates, 6" paper standard (Aspen ASP10106/ 1000 per cs)		CS		x	15	=	
34	Heavy weight plate, 9 inch, paper (Solo HW9S-J8001, 500 per cs)		CS		x	111	=	

OFFICIAL BID FORM

Rensselaer County: Date and submission of bids up to and including 10:00 a.m., Tuesday, April 28, 2026, after which time all bids received will be opened and read aloud.

PAPER, PLASTIC, FOIL AND ASSOCIATED FOOD SERVICE ITEMS

ITEM #	Item Description, Packaging/Unit & "Suggested" Manufacturer/Brand & Product Code/ID	* Bidder's Mfr./Product ID and Unit Packaging (NOTE: IF SAME AS SPECIFIED SIMPLY ENTER "SAME")	UNIT	UNIT PRICE	x	EST QTY	=	TOTAL PRICE PER ITEM
35	Medium weight plate, 6 inch, polycoated paper (Solo MP6-J8001, 125/bag - 8 bags per case)		CS		x	20	=	
36	Double sided polycoated paper squat vented food container with lid, 8 oz. round, symphony (Solo KHSB8A-J8000 250 per cs)		CS		x	62	=	
37	Secure seal rectangular hinged container (Genpak GENAD08 UPC 020648/49084 200 per cs)		CS		x	10	=	
38	Dart 3 piece white compartment Impact Plastic Plate (Dart, 10CPWF 10 1/4", 500 per cs)		CS		x	24	=	
39	Portion Pack, paper, individual (Papercon 050475 24/1000 per case)		CS		x	1	=	
40	Table cover, white 72" x 72", two-ply tissue-one-ply poly (Hoffmaster HOF210066 / 25 per case)		CS		x	10	=	
41	Table cover, asst. colors, 54" x 54", two-ply tissue-one ply poly (Hoffmaster HOF2204 50/cs - H.Green, Red, Navy, Jade)		CS		x	8	=	
42	Disposable wiping towel, food service type, (Chicopee / 8506 / 900 cs)		CS		x	236	=	
43	Towels, paper roll, perforated (Cascades CAS4073A1 2-ply 9" x 11" sheet - 85 sheet roll / 30 per cs)		CS		x	180	=	
44	Plastic food storage container, 1-quart (Fabri-Kal PK32TC 500 per case)		CS		x	50	=	
45	Plastic food storage 1-quart container lid (Fabri-Kal PPLID 10/50 per case)		CS		x	50	=	
46	Container, regular clear hinged lid, deli style (Pactiv (preferred by Dept of Aging) PACYCI86024 7-1/2 x 6-1/2 x 2-1/2, 24 oz, 200/cs)		CS		x	10	=	

OFFICIAL BID FORM

Rensselaer County: Date and submission of bids up to and including 10:00 a.m., Tuesday, April 28, 2026, after which time all bids received will be opened and read aloud.

PAPER, PLASTIC, FOIL AND ASSOCIATED FOOD SERVICE ITEMS

ITEM #	Item Description, Packaging/Unit & " <u>Suggested</u> " Manufacturer/Brand & Product Code/ID	* Bidder's Mfr./Product ID and Unit Packaging (<u>NOTE: IF SAME AS SPECIFIED SIMPLY ENTER "SAME"</u>)	UNIT	UNIT PRICE	x	EST QTY	=	TOTAL PRICE PER ITEM
47	Container, regular clear hinged lid, deli style (Pactiv (Preferred by Dept of Aging) PACYCI81050 5-1/4 x 5-1/4 x 2-1/2, 12 oz, 375/cs)		CS		x	10	=	
48	Harvest 3 Compartment Large Fiber Food Container, 9x9, (Genpak GENHF203 200 per cs)		CS		x	325	=	
49	Forks, white plastic, medium weight, (NP & PC NPP406010 / 1000 cs)		CS		x	110	=	
50	Knives, white plastic, medium weight, (NP & PC NPP406017 / 1000 cs)		CS		x	110	=	
51	Spoons, white plastic, medium weight, (NP & PC NPP406014 / 1000 cs)		CS		x	128	=	
52	Forks, white plastic, heavy weight, (NP & PC NPP406028 / 1000 per case)		CS		x	102	=	
53	Knives, white plastic, heavy weight, (NP & PC NPP406037 / 1000 per case)		CS		x	102	=	
54	Spoons, white plastic, heavy weight, (NP & PC NPP406034 / 1000 per case)		CS		x	102	=	
55	Sporks, white plastic, medium weight, (NP & PC NPP406013 / 1000 cs)		CS		x	300	=	
56	Disposable, heavy duty weight, fork, knife, spoon, napkin kit (250 per cs Used by Sr. Centers)		CS		x	8	=	
57	Silverware bags, plastic (3.75"x10"x1.75" - Foodhandler ISL202 5/1,000 per case)		CS		x	97	=	
58	Plastic coffee stirrers (NP & PC NPP420124 - 1,000/bx, 10 boxes per cs)		bx		x	27	=	

OFFICIAL BID FORM

Rensselaer County: Date and submission of bids up to and including 10:00 a.m., Tuesday, April 28, 2026, after which time all bids received will be opened and read aloud.

PAPER, PLASTIC, FOIL AND ASSOCIATED FOOD SERVICE ITEMS

ITEM #	Item Description, Packaging/Unit & " <u>Suggested</u> " Manufacturer/Brand & Product Code/ID	* Bidder's Mfr./Product ID and Unit Packaging (NOTE: IF SAME AS SPECIFIED SIMPLY ENTER "SAME")	UNIT	UNIT PRICE	x	EST QTY	=	TOTAL PRICE PER ITEM
59	Flexible, plastic straws, individually wrapped. (NP & PC NPP420276 25/400 per case)		cs		x	18	=	
60	Food storage plastic film wrap. 12" x 2000' roll, (Western WES122, 12" x 2000' Each)		ea		x	91	=	
61	Food storage plastic film wrap. 18" x 2000' roll, (Western WES182, 18" x 2000' Each)		ea		x	141	=	
62	Plastic sandwich bags. Fold to close. 6.75" x 6.75" (Foodhandler ISL2001 3/2,000 per case)		cs		x	49	=	
63	Aluminum Foil Sheet Cake Pan - Full Size - 240 oz. 25 pans per case (Pactiv 600680)		cs		x	4	=	
64	Aluminum foil, heavy weight for food storage, 18" x 500' roll, (Western WES297, 18" x 500 - Each)		ea		x	125	=	
65	Aluminum foil, standard weight for food storage, 12" x 1000' roll, (Western WES244 / 12" x 1000' - Each)		ea		x	73	=	
66	Pan liners, non-stick, 16-3/8" x 24-3/8" (Bagcraft PPC030001 / 25Q / 1000 cs)		cs		x	34	=	
67	Disposable, heavy duty foil full-size deep, steam table pan (Pactiv PACY6050H / 40 cs)		cs		x	50	=	
68	Aluminum Foil Food Container Lid, Full Size (Durable Packaging 8900-50 , 20-13/16 Inch L x 12-7/8 Inch W; 50 per cs)		cs		x	10	=	
69	Disposable, heavy duty foil half-size deep, steam table pan (Pactiv PACY6132H / 100 cs)		cs		x	38	=	
70	Aluminum Foil Food Container Lid Half size (Durable Packaging 8200-100 , 13 Inch L x 10-9/16 Inch W; 100 per cs)		cs		x	10	=	

OFFICIAL BID FORM

Rensselaer County: Date and submission of bids up to and including 10:00 a.m., Tuesday, April 28, 2026, after which time all bids received will be opened and read aloud.

PAPER, PLASTIC, FOIL AND ASSOCIATED FOOD SERVICE ITEMS

ITEM #	Item Description, Packaging/Unit & "Suggested" Manufacturer/Brand & Product Code/ID	* Bidder's Mfr./Product ID and Unit Packaging (NOTE: IF SAME AS SPECIFIED SIMPLY ENTER "SAME")	UNIT	UNIT PRICE	x	EST QTY	=	TOTAL PRICE PER ITEM
71	Disposable aprons, full-size bib type with ties, individually wrapped 28" x 36", poly-laminated (A9P) (Magid 400 per case) Van Rensselaer Manor has suggested Magid and will not accept a product of lesser quality.		CS		x	14	=	
72	Disposable aprons, full-size bib type, individually wrapped poly white 24" x 42" (Foodhandler ISL250011, 100/pk-10 pk (1,000) per cs)		CS		x	27	=	
73	Hair nets lightweight nylon, brown, (Keystone FDIHN500BR 144 pk-10 pk per cs)		CS		x	33	=	
74	Gloves, poly, disposable, large size (Foodhandler ISL104GB6 / 10 bx/10,000 gloves per case)		CS		x	137	=	
75	Gloves, vinyl, disposable, various sizes (Foodhandler ISL1022, 10/pk-10pk (1,000) per cs)		CS		x	33	=	
76	Duct tape, 2" X 60 Yrd 7.5 Mil, Polyethylene Coated Cloth, Silver, TESA Tape Inc (TSA646130900100 - 24 rolls per cs)		CS		x	8	=	
77	3M Masking Tape, 60 yd L x 0.94 Inch W x 5.1 Mil T, Crepe Paper Backing, Tan (MMM68708 - 36 rolls per case)		CS		x	10	=	
78	3 M Masking Tape, 60 yd L x 1.88 Inch W x 5.1 Mil T, Crepe Paper Backing, Tan (MMM 68710 -24 rolls per case)		CS		x	10	=	

OFFICIAL BID FORM

Rensselaer County: Date and submission of bids up to and including 10:00 a.m., Tuesday, April 28, 2026, after which time all bids received will be opened and read aloud.

PAPER, PLASTIC, FOIL AND ASSOCIATED FOOD SERVICE ITEMS

ITEM #	Item Description, Packaging/Unit & "Suggested" Manufacturer/Brand & Product Code/ID	* Bidder's Mfr./Product ID and Unit Packaging (NOTE: IF SAME AS SPECIFIED SIMPLY ENTER "SAME")	UNIT	UNIT PRICE	x	EST QTY	=	TOTAL PRICE PER ITEM

AGGREGATE NET TOTAL BID AMOUNT \$ _____

Partial bids WILL NOT be accepted. All items must be bid.

All bid quantities are estimated and the contract shall be for the actual quantities ordered during the award period.

Sign and enclose the Local Law #2 form and the Non-Collusive Bidding Certification form.

Contract Agreement: The specifications detailed herein and the Vendor's signed bid response acknowledged by Rensselaer County's Notice of Award shall constitute the entire agreement between Rensselaer County and the Successful Bidder.

Bidder _____ Fed Tax ID # _____

Address _____

Signature _____ Print Name _____

Date _____ Phone _____ Fax _____ Email _____

LOCAL LAW #2, 1992
CERTIFICATION of COMPLIANCE

Local Law No. 2 for the Year 1992, adopted by the County of Rensselaer and effective as of September 1, 1992, provided for certain changes to the County's Code of Ethics, adopted originally in 1989. One of the changes provided for by the 1992 legislation affects those persons and entities who wish to do business with the County of Rensselaer and Hudson Valley Community College. In substance, the Code of Ethics, as amended, provides as follows:

"No elected public official or family member hereof, nor any partnership [or] unincorporated association in which he or she is a member or employee or in which he or she has a proprietary interest, nor any business or professional corporation of which he or she is an officer, director or legally or beneficially owns or controls more than five percent of the outstanding stock, shall have business dealings with Rensselaer County or any of its boards, agencies, commissions, authorities, districts and Hudson Valley Community College. For purposes of this subdivision, business dealings shall include contracts with Rensselaer County, its boards, agencies, commissions, authorities, districts and Hudson Valley Community College, gained through competitive bidding."

For the purposes of the above section, the term "family member" means "...a spouse, child, step-child, brother, sister parent, or dependent of Rensselaer County officer, employee, public official and party officers."

Should you have any questions concerning the foregoing, you should feel free to contact the Office of the Rensselaer County Attorney, located at the Rensselaer County Government Center, 99 Troy Road, East Greenbush, New York 12061, either in writing or by telephone. The telephone number for the County Attorney's office is (518) 270-2950. Their facsimile number is (518) 270-2922.

STATE OF NEW YORK

COUNTY OF RENSSELAER

The undersigned vendor/bidder hereby certifies and affirms to the County of Rensselaer, New York that it has reviewed the pertinent provisions of Local Law No. 2 of the Year 1992 for the County of Rensselaer, New York and that the undersigned vendor/bidder is not in violation of those provisions pertaining to business dealings with the County of Rensselaer.

- PRINT or TYPE ALL INFORMATION except "SIGNATURE" -

(Name of Vendor/Company)

(Person authorized to sign & Title)

(Street or Box Number)

(City, State, Zip Code)

_____ / / _____
(Authorized Signature) (Date)

SUBMIT THIS FORM WITH YOUR BID

CONTRACT CLAUSES REQUIRED BY LAW AND INCLUDED AS PROVISION OF THE BID

Upon the refusal of a person, when called before a Grand Jury, head of a municipality, or other Municipal Agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or any political sub-division thereof or of any public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

- (a) such person, any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from district, or any public department, agency or official thereof, for goods, work or services for a period of five years after such refusal, and to provide also that

- (b) any and all contracts made with any municipal corporation or any public department, agency or official thereof or with any fire district or any agency or official thereof by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

Each contract to which the municipality is a party and which is of such character that the employees engaged thereon are required to be insured under the provisions of the Workmen's Compensation Law, shall contain a stipulation that such contract shall be void and of no effect unless the person or corporation making or performing such contract shall secure compensation for the benefit of, and keep insured during the life of such contract, such employees in compliance with the provision of the Workmen's Compensation Law.

A contractor, to whom any contract shall be let, granted or awarded, as required by law, shall not assign, transfer, convey, sublet or otherwise dispose of the same, 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 municipality awarding the contract.

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 the 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.

SIGNED: _____ DATED: _____

TITLE: _____ FIRM: _____

SUBMIT THIS FORM WITH YOUR BID