



OTSEGO COUNTY PURCHASING



COUNTY OFFICE BUILDING
197 MAIN STREET
COOPERSTOWN, NEW YORK 13326-1129
PHONE: (607) 547-4202 FAX: (607) 547-4260

Administered by Onondaga County Division of Purchase
421 Montgomery Street, 13th Floor, Syracuse, NY 13202
Phone (315)435-3458 Email: andrewtrombley@ongov.net

Andrew Trombley
Purchasing Director

Daniel Hammer
Deputy Director

BID REFERENCE: 9037

Date: July 10, 2018

BID PROPOSAL

Sealed bids for Harvesting of Select Timber at Dozen Dads County Forest will be received at the Office of the Purchasing Director, 421 Montgomery Street, Syracuse, NY 13202 until two (2) o'clock P.M. (local time) on July 24, 2018.

Otsego County reserves the right to reject any or all bids.

No bid security is required.

The successful bidder will be required to furnish a performance security bond issued by a bonding company authorized to do business in New York State in the amount of \$2,355.00 as a guarantee for the faithful performance thereof. Cash, irrevocable letter of credit, or certified check, payable to the county of Otsego, for deposit with the County Department of Finance are the only acceptable alternate forms of performance guarantees in lieu of performance bond.

Refer to Instructions to Bidders/General Conditions – Section 2 for details on bid and performance securities.

Bidders must use the proposal form and envelope furnished by the Division of Purchase or an envelope that is clearly marked with your company name, the bid reference number and the date the bid is due when submitting their proposals. Envelopes must be sealed when submitted. Faxed bids are unacceptable.

Required for department: Otsego County Department of Highways, Forestry and Parks

Andrew Trombley
Director

TO: THE COUNTY OF OTSEGO, COOPERSTOWN, N.Y. 13326

The undersigned having a principal place of business at the address listed below and being experienced and responsible for the performance of the same, agrees to furnish and deliver to the Otsego County Department of Highways, at the unit price as herein stated and in accordance with the attached specifications.

The attached Non-Collusion Statement must be signed and attached to the bid.

All prices must be firm for 60 days.

The County reserves the right to reject any and all bids.

Do not detach the specifications from this form.

All bidders must submit their bid proposals on the accompanying forms. Make no changes or additions to these forms.

DATED: _____

BIDDER: _____

BY: _____
SIGNATURE

TITLE: _____

ADDRESS: _____

TELEPHONE NO.: () _____ FAX NO.: () _____

SPECIAL CONDITIONS

Payment: This is a revenue bid. The bid amount shall be paid to Otsego County for Harvesting of Select Timber at Dozen Dads County Forest.

Note: Contractor will furnish to the County goods, equipment, work and services and will compensate the County in accordance with and subject to all terms, conditions, specifications and instructions as stated in this bid.

Bid Requirements:

1. The Successful Vendor shall provide, by name, a company representative who shall be responsible for this account. The appointed representative shall be responsible for providing the services required insuring that this project is administered in an organized systematic manner.
2. Outline a satisfactory record of performance in past contracts with Otsego County, or provide a minimum of three references, which must be acceptable to Otsego County.
3. Provide a brief introduction of the company.

Bid Submittals: Vendor shall provide a work plan with their anticipated start date, duration of the project and physical requirements.

Bid Results: Bid results will be available on our website by 3PM on the date of the bid opening. Go to: <http://www.ongov.net/purchase/bidResults.html> for Bid Results, using Bid #9037

Contact Person: Please refer any questions to Mr. Joseph Sweeney, Forester, Otsego County, at: sweeneyj@otsegosoilandwater.com.

MINIMUM SPECIFICATIONSTimber

Species	Average Diameter at breast height (Avg DBH)	Number of Trees	Estimated Quantity of Wood (Cords) International ¼ Log Rule
Norway Spruce	18.7	311	196.3 Cords More or Less

Bid Location and Minimum Bid

This softwood stumpage is located in Dozen Dads County Forest on Blacks Road in the Town of Middlefield, in Otsego County, on approximately 7.2 acres. It will be sold to the highest approved bidder. Minimum acceptable bid shall not be less than \$ **11,780.00 US**.

Volume Estimation

The volume in the standing trees was estimated and is based on the International ¼" Kerf Log Rule for saw timber and the standard 4' x 4' x 8' cord for cordwood. Firewood volume was determined by a 10% tree sample using the US Forest Service Composite Cordwood Volume Table. Softwood volume estimates are based on a 100% tree count and a 10% volume estimate using the International 1/4" Log Rule volume tables and the U.S. Forest Service Composite Cordwood Volume Table.

Additionally, volume deductions were made for visible defects; however, Otsego County does not guarantee the estimated tree count, volume, or quality of the stumpage advertised.

Marking

Trees included in this timber sale are marked with orange paint at breast height (DBH) and on the stump. All marked trees **must be felled** in addition to all cull trees marked with an "X" and all trees marked within the 50 foot swath cuts and the clear cut area. In harvesting Unit A, all trees tallied for cordwood are marked with an orange dot. In harvesting Unit B, trees tallied for cordwood are marked with a diagonal slash (/). Trees within skid trails are marked with double diagonal stripes (//) in orange paint.

The sale boundaries are shown on the attached Sale Map. Trees marked with three horizontal yellow stripes (≡) indicate the boundary of the sale area and there is a wet area within the Unit 2 sale area that is marked with yellow (≡); These trees are **NOT** included in the sale. Trees along County Forest boundaries may be marked with Blue paint in the shape of a circle where the surveyed line lays. Blue circle marked County Forest boundary trees shall not be cut and are not part of this sale.

Only those trees which have been marked or otherwise designated to be cut by the Forester shall be cut under the terms of this contract. All trees so marked or designated shall be cut by the Contractor and, in the event any are not cut, they nevertheless shall be paid for to Otsego County under the terms of this contract. Pursuant to §9-1501 and § 71-0703 (6) (b) of the ECL, should any unmarked or otherwise non-designated tree be cut, destroyed or injured, the Contractor may be liable for a penalty of \$250.00 per tree.

Log Landings

The Log Landing is located in Unit B on the North side of the road across from old clear cut. This has been used as a log landing in the past. It measures 90 ft x70 ft with an area of 6,300 sq ft. The main skid enters the landing in the center of the back side of the landing. The Contractor will construct at its cost, a landing pad hardened with shale or stone cobble having a minimum dimension of 25 feet x 80 feet to a compacted depth of 8 inches. This pad will be constructed before the loading of any wood from the landing area. Harvesting Unit A will need a separate log landing to accommodate the wood being harvested in said unit. This landing will be 90 ft x70 ft with an area of 6,300 sq ft. It should be hardened if deemed necessary by contractor. The Contractor

may harden the landing, or load from Black's Road. If the Contractor should use the road to load from, the road will be repaired to its pre harvesting condition. All road repairs must be completed when harvesting Unit A is completed, and **before** harvesting operations commence in Unit B.

Access System

The main skid trails have been located on the ground and on the attached map by Otsego County. Trees within all main skid trails are marked with orange paint. No additions or changes to skid trail locations will be made without approval of the Forester. The Contractor shall cut and open main skid trails first **before** beginning harvesting within the sale area. Individual hitches shall be no wider than the skidder. The Contractor shall secure all roads, trails and landings to restrict erosion at all times to the satisfaction of the Forester according to guidelines in the publication New York State Forestry Best Management Practices for Water Quality – BMP Field Guide (BMP Field 5 Guide). The Forester reserves the right to require the Contractor to implement erosion and sedimentation controls at any time, which includes, but is not limited to, water bars, broad based dips, corduroy, culverts, temporary bridges, straw bales, seeding and mulching. If soil erosion occurs during harvesting, the Contractor shall install and maintain water bars, broad based dips or other appropriate water control devices at locations determined by the Forester. The Contractor shall prevent ruts greater than 18 inches in depth on the access system during active timber harvesting. If ruts approach 18 inches in depth the Contractor shall cease harvesting activities in that area and mitigate and repair the damaged road or trail. The Contractor shall resume harvesting activities only when conditions improve or actions are taken to prevent further rutting. The Forester reserves the right to modify this condition on a case-by-case basis. The Contractor shall level all ruts and secure haul roads to restrict erosion and channelized sediment flow at the completion of the sale to the satisfaction of the Forester.

Harvesting Requirements:

The Contractor **MUST** complete harvesting of Unit A before commencing with the harvesting of Unit B. The cleanup of harvesting unit A can take place at any time throughout the duration of this contract. If wood is loaded from the road, all road repairs will be finished before harvesting operations take place in Unit B.

The Contractor shall fell trees away from private land, designated recreation trails, and water courses whenever possible. If trees accidentally fall over private property boundary lines, across designated recreation trails or into stream channels, the Contractor shall pull back all material immediately.

No harvesting operations in conjunction with this sale shall be allowed on adjacent private lands without permission of the owner. The Contractor shall remove immediately any logging debris falling on adjacent private lands. Any damage to adjacent private lands shall be promptly repaired or compensation paid to the owner at expense of Contractor.

The Contractor shall keep the sale area free of litter including cans, papers and equipment parts at all times.

Active timber harvesting operations and new start-ups will be evaluated through October to determine if skidding and/or forwarding may begin or continue into the early winter season (November 1st to December 31st). Exceptions may be granted by the Forester based upon specific site conditions.

The Forester may partially or wholly restrict harvesting operations during periods of wet and/or muddy conditions throughout the contract period. This restriction may be altered by the Forester depending on weather conditions. Exceptions must be approved by the Forester. Harvesting operations may be suspended in the spring, due to bark slip season.

The Contractor shall only cross stone walls where designated by the Forester. The Contractor shall remove any tree tops falling on the stone wall without damaging the stone wall. The Contractor shall repair damage to stone walls other than at designated crossings.

Seeps, intermittent streams and wetlands have been painted with yellow three stripes (≡). The Contractor shall winch out any trees cut in these designated areas. These areas shall not be entered by any equipment and no tree tops should be left within these areas.

The Contractor shall leave stump heights, measured on the uphill side, no greater than the diameter of the stump unless otherwise directed by the Forester.

The Contractor shall not leave trees or tree tops hung up in the sale area and must pull any hung trees or tree tops down immediately.

Otsego County reserves the right to restrict the size of the equipment used when, in the judgment of the Forester, said large equipment is causing unacceptable damage to the site and residual stand. The Contractor shall prevent rutting and soil compaction in the general harvest area (excluding the access system) and take the necessary measures to prevent ruts and soil compaction when ground conditions may not support harvesting equipment. Measures may include but are not limited to corduroy, restricting equipment access, utilizing flotation tires or tracks, or depositing tops in front of harvesting equipment. At locations shown on the harvesting map, Corduroy crossings will be put in place before crossing those designated areas.

The Contractor shall cut off close to the stump any saplings two inches or greater in diameter at the stump damaged as a result of timber harvesting activities. No more than 5% of the residual trees greater than 10 inches diameter at breast height within the harvest area may be damaged during the harvest operation, as determined by the Forester.

A tree considered to be damaged may include but is not limited to:

1. Damage to the main stem of the residual tree which results in the loss of bark greater than 90 square inches.
2. Greater than 40% damage to the entire root system of the residual tree from soil compaction or disturbance within an area defined by a 20 foot radius from the tree's stem.
3. Greater than 25% damage to the live crown of the residual tree.

Notifications

The Contractor will notify the Otsego County Forester no less than five (5) business days prior to the harvesting operations begin and at least five (5) business days prior to starting final cleanup of sale location. The Contractor will be required to meet with the Otsego County Forester prior to the commencing of cleanup operations.

It will be the Contractor's responsibility to provide the workers actually performing the work with a copy of the Notice of Sale of Forest Products before work begins. The Contractor shall keep a copy of the Notice of Sale of Forest Products on the site at all times while conducting work under the terms of this contract.

If it is determined by Otsego County that the terms of this contract are not being upheld, The Contractor will receive a Notice to Correct by certified mail, return receipt requested. If the required work is not completed within seven (7) calendar days the following receipt of Such Notice to Correct, unless a good faith effort to do so is demonstrated to the Otsego County Forester's satisfaction, this contract may be terminated for cause, at the discretion of Otsego County.

When harvesting activity in the sale area has stopped for 14 or more consecutive days or upon the completion of a stand, payment area, or portion of the work required in the Notice of Sale, the Forester may determine that the work is needed to stabilize the job site. This may include leveling access trails and/or landing areas, installing best management practices (BMPs) including waterbars, earth berms, or other measures as required in the

Notice of Sale. Upon determination by the forester that such work is necessary, the Contractor will receive a Notice to Correct by certified mail, return receipt requested. If the required work is not completed within seven (7) calendar days following receipt of such Notice to Correct, unless a good faith effort to do so is demonstrated to the Foresters satisfaction, the contract may be terminated for cause.

This contract may be terminated or suspended by Otsego County if the Contractor abandons the work under this contract; is in violation of any conditions of this contract and permit; fails or refuses to conform with the requirements of this contract; or if at any time the Forester is of the opinion that the Contractor is willfully violating any of the conditions of the contract or executing same in bad faith; or that, the Contractor has failed to promote work in a diligent manner. Upon such default or termination, Otsego County shall have the right to proceed to enforce the bond posted by the Contractor in connection with this contract.

Rare, Endangered, Threatened or Special Concern Species

The Otsego County Forester reserves the right to implement temporary restrictions on harvesting activities to protect previously unknown occurrences of rare, endangered, threatened or special concern species found within or near the sale area.

OSHA and Safety Related Terms

Unmarked dead or hazardous trees may be cut, pushed or pulled down when necessary to comply with OSHA regulations, but must be left on the site next to the stump and may not be utilized by the Contractor. In this situation, when the Contractor cuts an unmarked tree, the Contractor must notify the Forester within one business day. When the Contractor identifies a hazard tree which is too dangerous to cut or work around and will impact the completion of the contract, the Contractor must notify the Forester. If the hazardous situation cannot be resolved or mitigated, the Forester (upon consultation with the Contractor) will decide on an acceptable solution.

No person under the age of 18 shall be allowed within 100 feet of the sale area during harvesting operations unless they are part of a registered apprenticeship program, or enrolled in a recognized vocational training program or an approved on-the-job training program, or have completed such a program, and be at least 16 years old. Sale area shall be defined as the area identified on the sketch map developed for this sale and shall include the area marked for harvest, roads and trails accessing it, and the log landing.

Personal Protective Equipment for Chainsaw Users

Any person operating a chainsaw for any purpose while undertaking the activities authorized by this contract are required to wear Personal Protective Equipment (PPE), including at least the following: hard hat, eye protection, hearing protection, and cut resistant chaps or pants. Additionally, the chainsaw must be equipped with properly functioning safety devices, including, at minimum, a properly functioning chain brake.

Trained Logger Certification

Any person who will perform any duties related to the felling, handling and removal of trees under this contract, hereunder referred to as "worker," regardless of whether they are an employee or subcontractor of the Contractor, shall be Trained Logger Certified® (TLC) through the New York Logger Training Program (NYLT). Duties related to the felling, handling and removal of trees shall include but are not limited to the use of chainsaws, mechanized felling and harvesting equipment, skidding and forwarding, slashing, chipping and stacking of forest products, or any other method of felling, handling or removing trees. Prior to the starting any timber sale tasks related to the felling, handling and removal of trees, the Contractor shall provide to the DEC a list of all worker names and TLC numbers or a copy of the worker's TLC certificate of any worker who will perform any duties related to the felling, handling and removal of trees. Workers who are not TLC may perform duties related to the felling, handling and removal of trees as long as the Contractor, in good faith, assures the DEC that the non-TLC worker is actively pursuing TLC and will be supervised onsite at all times by a worker who is TLC. A TLC worker may only supervise one non-TLC worker at any given period during the life of this

contract. The Contractor shall make every effort to inform the DEC when the worker receives TLC and provide proof of certification upon request. Truck drivers and loader operators are not required to be TLC if their only duties are the loading of forest products onto the truck and/or transportation of forest products from the harvesting site. Workers who have certifications or licenses under equivalent programs in other states may receive approval from NYLT for TLC if it is determined the other state's certification or 13 license meets the minimum standards for TLC. For information on the TLC program contact NYLT at www.newyorkloggertraining.org or by calling (518) 463-1297.

Non-TLC workers who can demonstrate to the DEC equivalent certification, licensing or training comparable to the minimum standards for TLC may be considered to have fulfilled the certification requirements. At minimum, equivalent certification, licensing or training must include current first aid and CPR training, chainsaw operation, safety and productivity training (Game of Logging® Level 1 or equivalent chainsaw training), and environmental concerns training (including forest ecology, silviculture and best management practices).

Fluid Leak Control

The Contractor will be responsible for the control and collection of fluids leaking from any equipment used on the site. The Contractor must have a spill containment and cleanup kit appropriate for the equipment being used. At a minimum, the kit will contain: plugs and clamps to control hydraulic line breaks, a container to collect leaking fluids, fluid absorbent pads and a shovel. Operating any equipment noticeably leaking fluids is prohibited. The Contractor must take action to collect and control fluids leaking from inactive equipment or equipment being maintained or repaired on-site. The collected fluids must then be reused or properly disposed of. For additional information regarding the handling of hazardous materials please refer to page 74 of the NY BMP Field Guide – 2011 Edition.

Contract Term

The Contract holder will remove all material from the sale location and meet all the conditions of the sale contract by Two Years from bid award date. The contract may be extended at the discretion of the forester upon written request of the Contractor, when extenuating circumstances exist. No extension shall exceed 12 months in length and the total length of all extensions shall not exceed 24 months. Extension requests shall be written and submitted to the Otsego County Soil and Water office at least 30 days prior to the contract termination date. To access an official extension form, please contact the Otsego County Soil and Water Office or visit our website.

General

All monetary references are in U.S. dollars. All material will be paid for by the Contractor prior to the commencement of harvesting operations.

The successful bidder will not commence operations hereunder until payment according to the payment schedule is made, and a fully executed copy of the sales contract is received by him/her with authorization to proceed with removal of products.

The Contractor may subcontract for the performance of work pursuant to this Contract only with the prior written approval of the County Forester. If the Contractor enters into subcontracts for the performance of work pursuant to this Contract, the Contractor remains liable for compliance with all the terms of this Contract. The Contractor shall take full responsibility for the acts and omissions of its subcontractors.

Suspension of Work (for Non-Responsibility):

Otsego County, reserves the right to suspend any or all activities under this Contract, at any time, if information that calls into question the responsibility of the Contractor is revealed. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Otsego County Forester issues a written notice authorizing a resumption of performance under the Contract.

Performance Bond

The executed contract must be accompanied by one of the following:

- a Surety bond
- a Bank/Certified check
- a Certificate of Deposit assigned to the Department of Environmental Conservation
- a Letter of Credit from a Federally chartered or State licensed financial institution

in the amount \$ **2,355.00** for the faithful performance of the sales contract.

E. Notarizations the following rules apply for any individual designated as "Notary" on all Department contracts:

- Any stockholder, director, officer, or employee of a corporation that is a party to the contract either as an individual OR as representative of the corporation may not take an acknowledgment /notarize.
- If the employee has an ownership interest in the company and a DIRECT monetary interest in the contract (their pay depends upon it and it alone) they may not take the acknowledgement /notarize. **An employee with no ownership interest in the company may notarize contract signatures.**

Payment Schedule

The Contractor will make payments according to the following schedule unless adjusted by Otsego County:

- 1st Payment = 20% of purchase price within 30 days of the date of Bid Award.
- 2nd Payment = 40% of purchase price prior to the commencement of harvesting operations in Sale Unit A. This payment must be made before One year of bid award.
- 3rd Payment = 40% of purchase price prior to the commencement of harvesting operations in Sale Unit B. This payment must be made before Six months of close of this contract.

INSURANCE AGREEMENT - CONTRACTORS

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the County or other Entity as an unrestricted additional insured on the contractor's insurance policies, with the exception of workers' compensation.
2. The policy naming the County or other Entity as an Additional Insured shall:
 - Be an insurance policy from an A.M. Best rated "secured" or better, New York State admitted insurer.
 - Provide for 30 days notice of cancellation.
 - State that the organization's coverage shall be primary coverage for the County or other Entity, its Board, employees and volunteers.
 - The County or other Entity shall be listed as an Additional Insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
3. The contractor agrees to indemnify the County or other Entity for any applicable deductibles.
4. Required insurance:
 - **Commercial General Liability Insurance**
\$1,000,000 per occurrence/\$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.
 - **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - **Workers' Compensation**
Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
 - **Owners Contractors Protective Insurance**
(Required for construction projects in excess of \$200,000.)
\$1,000,000 per occurrence/\$2,000,000 aggregate, with the Entity as the Named Insured.
 - **Bid, Performance and Labor & Material Bonds**
If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.
5. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
6. Contractor acknowledges the failure to obtain such insurance on behalf of the County or other Entity constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the County or other Entity.

CERTIFICATE OF INSURANCE
THIS CERTIFIES TO OTSEGO COUNTY
967 County Highway 33, Cooperstown, NY 13326

That the following described policies have been issued to, and are in force now for:

NAME & ADDRESS OF INSURED: _____

COVERING BID. REF. #9037 – Harvesting Of Select Timber

<u>KIND OF INSURANCE</u>	<u>COMPANY & POLICY NO.</u>	<u>EXPIRATION DATE</u>	<u>LIMITS OF LIABILITY</u>
()			
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The above described policies provide the following features or contain the following provisions, by endorsement for this project:

1. The above policies will not expire and/ or non-renew, be canceled for any reason or restricted in coverage until at least thirty (30) days prior written notice has given, by certified mail, to the Otsego County Division of Purchase.
2. The Comprehensive General Liability policy specifically includes premises/operations, products/completed operations, blanket broad from contractual, and independent contractors liability coverage.
3. Personal injury liability coverage is provided under bodily injury liability insurance
4. Broad form property damage coverage is provided.
5. The above described policies have been endorsed as necessary to provide the limits of a liability indicated.
6. Automobile liability coverage applies to owned, non-owned, and hired automobiles.
7. The CGL and Auto policies have been endorsed to include the County of Otsego as an additional insured.
8. A cross liability endorsement is provided in the CGL and Auto policies.
9. Coverage for explosion, collapse an underground hazards is included under property damage liability

NAME OF INSURANCE AGENCY

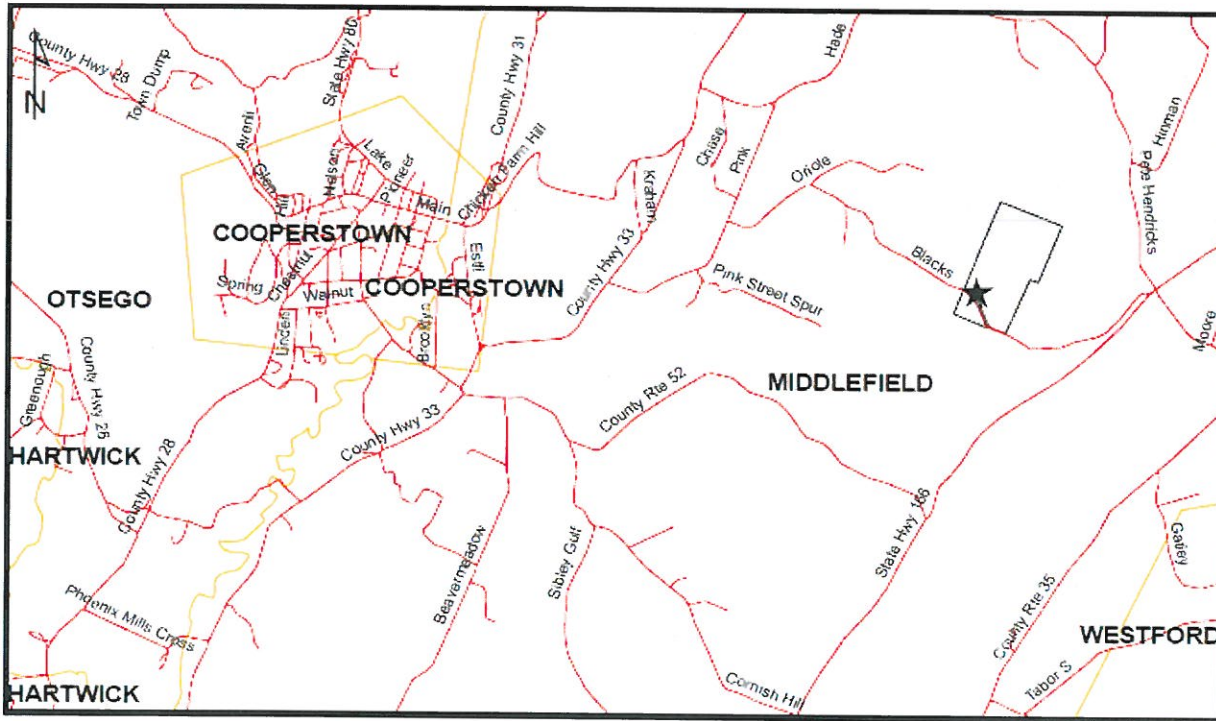
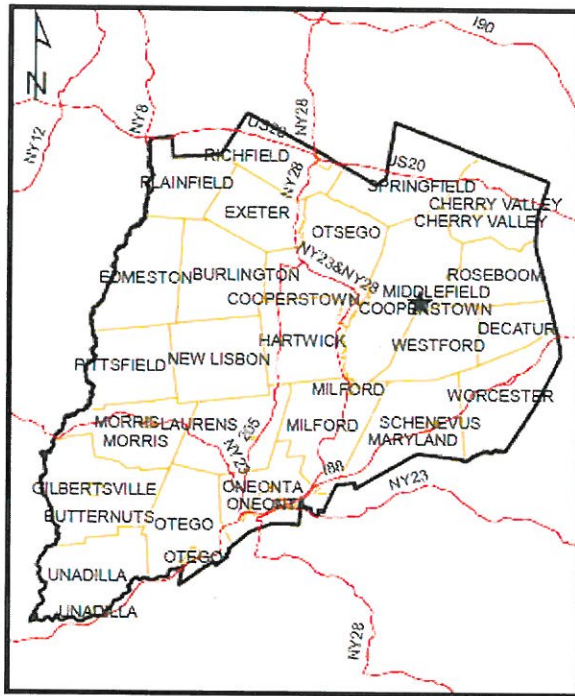
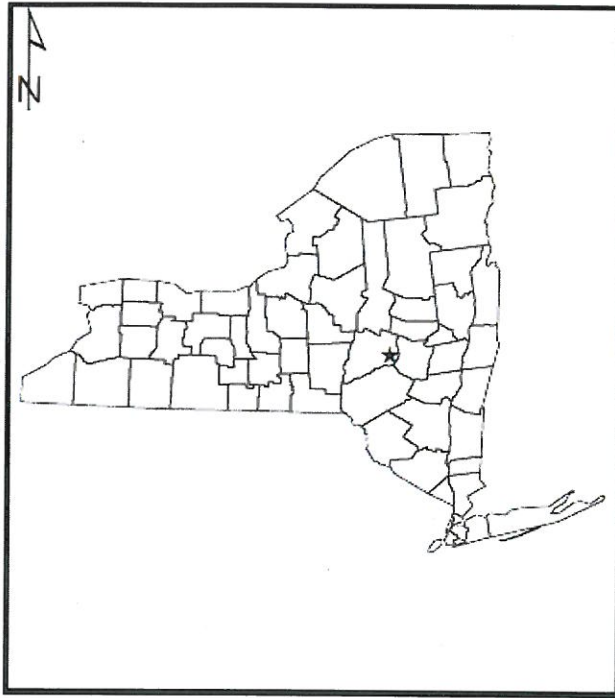
SIGNATURE OF AUTHORIZED REPRESENTATIVE

ADDRESS OF INSURANCE AGENCY

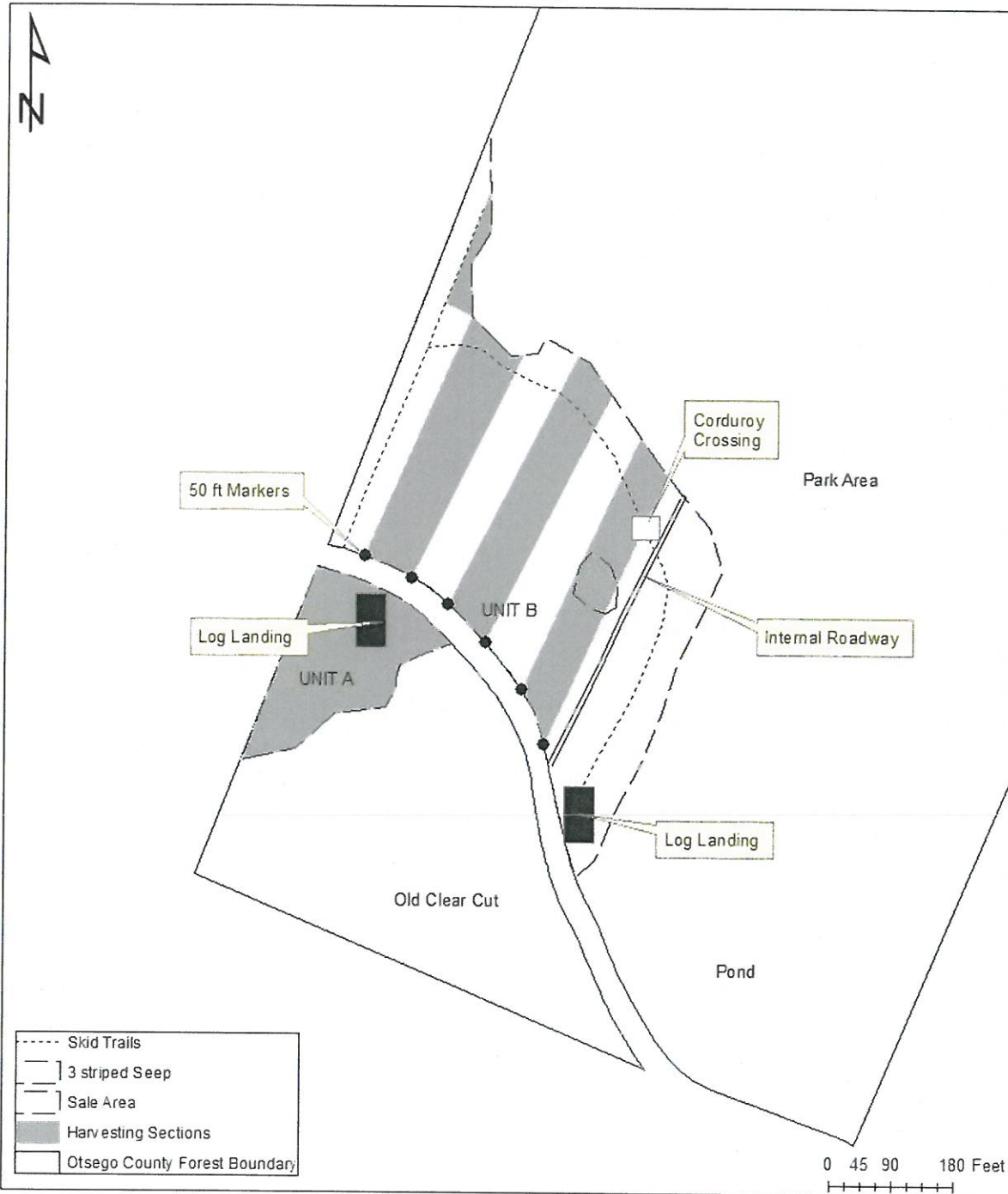
PHONE NO.

DATE

Sale Location



Harvesting Map



PROPOSAL AND SIGNATURE PAGE

Director of Purchasing
 Onondaga County Division of Purchase
 421 Montgomery St.
 Syracuse, NY 13202

I agree to provide all the material and/or labor in accordance with the furnished specifications to the County of Otsego and/or its political subdivisions. I have clearly identified variations from the published specifications where applicable.

I have received, read and agree to the terms and conditions as set forth in the Instructions to Bidders/General Conditions and any special terms or conditions as set forth in the special conditions or minimum specifications. I specifically read, understand and certify in accordance with section 16.2.1 (non-collusion certification required for public bids), the Fair Employment reporting requirements (16.2.6) and the Iran Divestment (16.2.8). I am authorized by my company to make this commitment.

Provide Harvesting of Select Timber at Dozen Dads County Forest in the Town of Middlefield on Black's Road as specified.

Revenue – Lump Sum to be paid to the County of Otsego:

_____ \$ _____
 (words) (figures)

Addenda acknowledgment:

I have received and considered the following addenda in submitting this bid:

No. _____ Dated: _____
 No. _____ Dated: _____
 No. _____ Dated: _____

Signature: _____
 Printed Name: _____
 Title: _____

Firm Name: _____ Contact person: _____
 Address: _____ Phone: _____
 Purchase Order Address (if different than above): _____ Fax Number: _____
 _____ Federal ID Number: _____

E-Mail Address: _____

Note: Vendors **MUST** provide a W-9 Form with their bid. This form is attached at the end of Instructions to Bidders/General Conditions.

***This page Must be Signed and Returned
 or your bid will be declared Informal!***

WAGE RATES**NOT APPLICABLE**

Otsego County does not represent or warrant that the accompanying schedule of wages with the specified work classifications as required by Section 220 of the Labor Law, is complete and it reserves the right to revise such schedule when required.

The following minimum hourly rates of pay are hereby established in accordance with Federal and State laws and regulations.

In the event that the contractor shall fail to pay the prevailing wages and supplements in accordance with the applicable articles of the New York State Labor Law, Section 220 Et Seq., and as described in this contract, it shall be considered a material breach of contract. For the breach or violation of this provision, without limiting any other rights, remedies or recovery to which the County or any individual may be entitled or any civil or criminal penalty for which any violator may be liable, the County shall have the right, in its discretion, to terminate this agreement immediately upon notice. In such event, the contractor shall be liable to the County for any additional costs or expenses incurred by the County in the completion of the project, and for any other recovery, costs and expenses to which the County may be entitled.

It is the responsibility of every prospective bidder to disclose whether the bidder has been found in willful violation of the New York State Labor Law for failure to pay prevailing wages and supplements, as those terms are defined by New York State Labor Law, within the three years immediately preceding the submission of the bid. This disclosure must be included with their proposal.

Original copy of the Prevailing Wage rates will be found at

www.labor.state.ny.us

Please refer to PRC # Not Applicable To This Bid Per NYSDOL

Instructions to Bidders/General Conditions

1. Submission of bids:

1.1 Bids are publicly opened and read at 2 p.m. in the office of the Onondaga County Division of Purchase, 421 Montgomery Street, Syracuse, NY 13202 on the day bids are scheduled to be received.

1.2 Bids must be date and time stamped by the Division of Purchase prior to the specified time of the opening. No late bids are accepted for any reason. Bidder assumes all responsibility for on-time delivery to the Division of Purchase.

1.3 Bidders must use an envelope that is clearly marked with your company name, the bid reference number and the date the bid is due when submitting their proposals. Envelopes must be sealed when submitted. Faxed bids are unacceptable.

1.4 Separate bid envelopes must be submitted for each bid reference number.

1.5 Bidders may submit bids on any one or group of items, provided that the unit prices are shown as requested.

1.6 Equipment offered in response to this bid request must be standard, new, the latest model or a regular stock product, with parts available and that the equipment and parts are not currently scheduled to be discontinued. Further, the bidder will guarantee that no attachment or part has been applied contrary to manufacturer's recommendations.

1.7 Special conditions in the specifications shall take precedence over any instructions to bidders/general conditions.

2. Required submissions:

2.1 Each bid must be signed by the bidder.

2.2 Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing.

2.3 Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice-president or person authorized to bind in the matter. A corporate resolution may be required to confirm authorization.

2.4 Bids by agents of a manufacturer must be accompanied by a certification the agent is authorized if required.

2.5 Bid security, performance or other bonds when required shall be issued by a bonding company authorized to do business in New York State.

2.6 Bid security, when required, must be in the amount and form as stated in the legal advertisement, as a guarantee that if the bid is accepted a contract will be executed. Bid security deposits will be released when the written intent to award is issued of all but the three lowest bidders. Bids lacking bid security, when required, will not be eligible for award.

2.7 Performance Security, when specified, must be in the amount and form as stated in the legal advertisement. Performance security is generally required only in public works, construction, installation and certain term and service contracts. Performance security shall be of sufficient value to:

2.7.1 guarantee the contract for the faithful performance thereof;

2.7.2 guarantee all work and/or materials against all defects not due to ordinary wear and use for a period of one (1) year from date of the Municipality(ies) acceptance of the goods and/or services rendered and;

2.7.3 guarantee payment of any and all obligations arising as the result of the contract.

2.8 Labor and material bonds may be required in specific contracts to guarantee payment to workers and subcontractors.

2.9 When required, bidders shall fill out the material list and state clearly any variation from proposed products from that specified. Brand name and other information as necessary to be furnished on all items. Bidder should submit with bid any information, specifications, circulars, etc. that will explain or clarify the differences or compliance with the specifications.

3. Use of Brand names:

3.1 References in the specifications to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the type and quality of materials or supplies or nature of work desired. Such descriptions should not be construed as excluding bids on other types of materials and supplies or for performing the work in a manner other than specified, providing that the materials and supplies and manner of performing the work are offered are of equal quality to that specified and equally acceptable to the Municipality(ies) for its purposes. Exceptions must be clearly stated.

3.2 Otsego County will determine equal products or services.

4. Pricing:

4.1 Prices must be stated in units of quantity specified. Prices submitted by bidders must be firm for 60 days from the date of the bid opening. Prices shall be in US funds only.

4.2 Prices bid shall be FOB prepaid to destination as designated. All charges for packing, crating, containers, etc. are included and being in strict accordance with specifications as shown. The price bid by the contractor shall be the price paid for all items to be furnished under this contract, irrespective of the time of shipment or delivery, unless otherwise provided.

4.3 Purchases by the Municipality(ies) are exempt from any Federal, state or city sales tax. Exemption certificates or proof of sales tax exemption will be provided upon request.

4.4 Where pricing is described in both words and numerals, the words will govern.

4.5 Cash or early payment discounts will not be considered in determining low bidder.

5. Withdrawal of bids and errors:

5.1 Bids may be withdrawn at any time prior to the bid opening by written request of the bidder.

5.2 Errors in math or omission may be grounds for withdrawal of the bid after the opening at the request of the bidder and at the discretion of Otsego County upon written request. Such requests must be made as soon as the error is identified.

5.3 In case of error in extending the amount of the bid, the unit prices will govern.

6. Purchases by other governmental or authorized entities:

6.1 Purchases at prices quoted that result in a contract or purchase order contract with Municipality(ies) may be made by the, each town and village, each school, fire and soil and water conservation district eligible to purchase from this contract for the term of the contract.

In addition, the Municipality(ies) allow(s) all municipal entities authorized under the General Municipal Laws of the State of New York to purchase goods and/or services under this contract from anywhere in the state at the discretion of the vendor.

6.2 Any minimum order requirements, delivery charges or other deviations from the prices offered to Municipality(ies) applicable to eligible organizations must be clearly stated in the bid. No such charges will be permitted if not contained in the original bid.

7. Interpretations:

7.1 It is understood and agreed that in questions of interpretation in the specifications, Otsego County does expressly have the right to determine the meaning and shall control the decision and such decision shall be binding and final. Corrections to errors, or omissions in specifications, may be made by Otsego County, when such corrections are necessary for the proper fulfillment of the intention of such specifications.

7.2 Interpretations and questions relating to bid requirements, specifications, drawings, etc. must be submitted in writing to the contact person identified in Special Conditions not later than 7 calendar days prior to the bid opening. No interpretation will be made to any bidder orally. Interpretations made will be by addendum, if required, and provided to all known prospective bidders. Bidders bear full responsibility for accepting interpretations that are not by addendum issued through Onondaga County. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit its bid or to have inadvertently bid on certain items.

7.3 The Municipality(ies) reserve(s) the right to waive informalities in a bid if such waiver does not provide a competitive advantage to any bidder.

7.4 The bidder understands and agrees that no plea of ignorance relating to data, conditions, policies or requirements of the Municipality(ies) will be accepted as a reason for failure or default on the part of the bidder to fulfill in every respect all the requirements of the contract. Nor will such claim of ignorance be the basis for any claim for increased compensation.

8. Method of Award:

8.1 The Municipality(ies) reserve(s) the right to reject any and all bids at their discretion, at any time before award, or if it is in the best interest of the Municipality(ies) to do so. The Municipality(ies) reserve(s) the right to accept any item in the bid, and to award the bid in whole or in part to the lowest responsible bidder within 45 days, unless otherwise specified, including the right to increase or reduce quantities.

8.2 Bids will be evaluated by Otsego County and the department requiring the goods or services. A notice of intent to award will be issued only by the Division of Purchase.

8.3 Protests of companies, products or services being offered from competing bidders must be made as soon as possible, in writing, to Onondaga County as Otsego County's agent.

8.4 In the event a lower bid is being rejected for any reason, the bidder will have 48 hours to explain before an intent to award will be issued to another bidder.

9. Inspection, Samples and Testing:

9.1 Material offered shall be available for inspection before delivery at a point agreed upon between the bidder and Otsego County.

9.2 Samples are required to be furnished by the bidder at the request of Otsego County. Samples are to be furnished at no cost to the Municipality(ies). Samples will be returned only at the cost of the bidder. Some samples may be retained for the life of the contract to verify delivery is in compliance with specifications.

9.3 It is understood and agreed by the bidder that deliveries tested by the Municipality(ies) and found not to meet specifications as set forth, the bidder will be billed for the test.

10. Delivery:

10.1 Material is required on or before the delivery date in the specifications. The successful bidder is responsible for delivery in good condition to the designated destination.

10.2 No items are to be shipped or delivered until receipt of an official purchase order from the Municipality(ies)

10.3 Guaranteed delivery date will be a consideration in making a contract award.

10.4 Failure to deliver as guaranteed may result in termination of the contract and also disqualify bidder from receiving contracts for at least two years. The Municipality(ies) will assume no liability for any expense or loss because of such termination.

10.5 All broken and/or damaged items received by the Municipality(ies) shall be replaced by the contractor, immediately, at his own cost and expense. The Municipality(ies) shall inspect all the items and notify the contractor of any damage as soon as it is discovered.

11. Notice to Proceed:

11.1 The successful bidder, when required, must return two copies of the signed contract, completed insurance certificate and performance security within fourteen (14) days from the date of the letter of intent to award.

11.2 No work shall begin, nor goods delivered until the contractor has in place the required insurance and security, and receives a written notice to proceed, completed contract, or purchase order as appropriate.

12. Hold Harmless:

12.1 The bidder, if awarded an order or contract, agrees to indemnify, defend and hold harmless the Municipality(ies), its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the bidder, its employees or agents.

13. Insurance:

13.1 The bidder or contractor will furnish the amount of insurance determined and specified by the Municipality(ies).

13.2 The contractor agrees to obtain and maintain general liability insurance including comprehensive form, premises/operations, products/completed operations, broad form contractual, independent contractors and personal injury per specification.

13.3 The contractor will obtain automobile liability insurance, including for owned, hired and non-owned vehicles per specification.

13.4 The contractor shall provide to the Municipality(ies) a certificate of insurance evidencing the insurance requirements and shall name the Municipality(ies) as an additional insured. The certificate shall contain a provision that the issuing company will notify the Otsego County by certified mail 30 days prior to any change in or cancellation of the policy.

13.5 The contractor further agrees to comply in all respects with all Federal, State and Municipality(ies) laws which pertain regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability insurance, hours of employment, wages and Human Rights.

14. Payments:

14.1 The Municipality(ies) will pay the bidder or contractor the amount of his bid upon the full and faithful performance of the contract, acceptance of materials and/or work by authorized municipal agent, and upon receipt of the vendor invoices from the receiving department.

14.2 Partial payments for delivered items or quantities of a bid may be made by the Municipality(ies) upon presentation of properly executed claim voucher or invoice, unless otherwise stated. The final payment will be made by the Municipality(ies) when the materials, supplies, equipment or services have been fully delivered or completed to the full satisfaction of the Municipality(ies) and the receiving department.

14.3 Unless otherwise specified, the Municipality(ies) may in any contract involving construction work or labor retain up to five percent (5%) of the amount of the contract until final completion and acceptance of all work covered by the contract.

14.4 The contractor further agrees that the Municipality(ies) may withhold, out of any amounts due the contractor, sums sufficient to cover any unpaid claims by mechanics or laborers for work or labor performed under this contract; provided, that the notice in writing of such claims, signed by the claimants, shall have been previously filed.

14.5 The said contractor further agrees that he shall not be entitled to demand or receive any payment except in the manner set forth in this contract.

15. Warranty:

15.1 Municipality(ies) requires a one-year warranty from the date of acceptance to correct at no additional cost to the Municipality(ies) any failure or defect in material and workmanship, which appears in the equipment, goods or services supplied under this bid. Should manufacturer's, product's or bidder's warranty extend longer than Municipality(ies) one year requirement, the remaining term of the bidder's warranty will be in effect at the conclusion of the Municipality(ies) required warranty.

15.2 Municipality(ies) do(es) not accept exceptions to implied warranties of suitability or merchantability. Municipality(ies) do(es) not accept limitations for recovery for incidental or consequential damages or on its legal remedies to secure such recovery.

16. Governing Laws and Regulations:

16.1 The bidder is required to comply with all applicable provisions of the laws of the Municipality(ies), the State of New York and the United States of America which affect municipalities and municipal contracts and in particular the state's Labor Law, General Municipal Law, Workmen's Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Environmental Law and all State and Local Health laws, rules and regulations.

16.2 The bidder's special attention is called to those laws and requirements set forth below:

16.2.1 Section 103-d of the state's General Municipal Law requires the signing of a non-collusion certification, which reads:

"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 the 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 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.”

16.2.2 In making his bid, the bidder warrants that this bid is made without any connection with any person making another bid for the same contract and that the bid is in all respects fair, and without collusion or fraud; also that no member of the Municipality(ies) or any person employed by the Municipality(ies) is directly or indirectly interested in said bid or in the supplies or work to which it relates or in any portion of the profits thereof.

16.2.3 The Toxic Waste Right to Know Law requires the bidder, supplier, manufacturer to provide to Municipality(ies) upon delivery any and all information required by law. Municipality(ies) reserve(s) the right to refuse shipments and payment when safety data sheets (SDS) are not supplied on delivery or request.

16.2.4 The Bidder will maintain Worker’s Compensation during the life of this contract for the benefit of the bidder’s employees as approved in Chapter 41 of the Laws of 1914 and all subsequent acts amending.

16.2.5 The provisions of Section 220 of the State’s Labor Law are deemed a part of every proposal with the same force and effect as if set forth at length.

16.2. 6 By submission of this bid, each bidder and each person signing on behalf of any bidder certified, 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 their knowledge and belief that each bidder is not on the list created pursuant of paragraph (b) of subdivision 3 of section 165-a of the state finance law”

In the absence of the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law each bidder and each person signing on behalf of any bidder certifies that to the best of their knowledge the vendor:

Does not provide goods or services of twenty million dollars or more in the energy section of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; AND

Is not a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

17. Assignment

The contractor is prohibited from assigning, transferring, subletting or otherwise disposing of the contract awarded from this bid without the previous written consent of Otsego County.

18. Termination/Default/non-performance:

18.1 In case of the default by the bidder or Contractor, the Municipality(ies) may procure the articles or services from other sources without notice and hold the bidder or contractor responsible for any excess cost.

18.2 The Municipality(ies) may terminate this agreement with cause upon notification in writing.

18.3 The Municipality(ies) further may terminate the contract without cause on 30 days notice in writing. Upon notice, the Contractor will cease all services in connection with performance of this agreement and shall proceed to cancel all existing contracts insofar as such contracts are chargeable to this agreement.

18.4 If the contractor is delayed in making delivery by strikes, lockouts, fire, unusual delay by common carriers control, then the time of delivery may be extended for a reasonable time, upon a written, documented request by the contractor, provided the Municipality(ies) may cancel said contract as to future deliveries at any time during such delay if the Municipality(ies) interest(s) are impaired by such delay.

18.5 But neither an extension of time for any reason, beyond that fixed herein for the performance of the contract, nor the doing and acceptance of any part of the work, or the supplies or materials called for by the contract, shall be deemed to be a waiver by the said Municipality(ies) of the right to abrogate this contract for abandonment or delay.

19. Unconstitutionality:

19.1 The parties hereto expressly agree that if any provision, sentence, clause or part thereof in this contract or within any specifications or plans made a part hereof is held by proper authority to be unconstitutional, illegal or invalid, such findings shall neither affect nor impair such provisions, sentences or clauses which remain. Except for so much that is held to be unconstitutional, illegal or invalid this agreement shall remain in full force and effect.

20. Changes or Deviations:

20.1 This specification as well as any contract, plans, drawings, exhibits or schedule to which is attached and made apart of constitutes the entire agreement and understanding between the parties hereto and shall be binding upon each party as their successors. Any additions, changes or deviations to or from said specifications, contracts, plans, drawings, exhibits or schedule will invalidate the agreement between the parties in its entirety unless in every case such changes shall be previously agreed upon by the parties hereto in consideration of all applicable legislation.

21. Definitions:

Municipality(ies): Unless otherwise noted, Municipality(ies) means any and all participating entities with Onondaga or Otsego County as the lead agency. If a specific municipality is identified that municipality alone is responsible for all terms and conditions.

22. Agent:

Anywhere in this document where Otsego County is referenced, Onondaga County Purchasing may act as agent for Otsego County at Otsego County's request.