



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

BID REFERENCE: OTGOV-018-21

Date: August 26, 2021

BID PROPOSAL

Sealed Revenue bids for Timbers Sales for Dozen Dads and Taylor Hill for Otsego County 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 September 9, 2021.

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 **\$4,680.00 for Dozen Dads** and **\$13,000.00 for Taylor Hill** 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 submit bids in a securely sealed envelope that is clearly marked with your company name, and the date the bid is due when submitting their proposals. Envelopes must be sealed when submitted. Faxed bids are unacceptable.

Required for: Otsego County Soil and Water

Daniel Hammer
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 Timber Sales at the 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.: () _____

Minimum Bids:

This bid is for two locations : Dozen Dads and Taylor Hill .Vendors can bid on one or both locations If Both locations are Bid one Performance Security can be submitted at time of award..

Taylor Hill Minimum Bid is set at \$214,000.00 with a Performance Security of \$13,000.00

Dozens Dads Minimum bid is set at \$72,000.00 with a Performance Security of \$4,680.00

Payment: This is a revenue bid. The bid amount shall be paid to Otsego County for Harvesting of Select Timber at Dozen D and or Taylor Hill.

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>

Contact Person: Please refer any questions to Mr. Daniel Zimmerman Otsego County, at: zimmermand@otsegosoilandwater.com. Contact .# 607-437-3795

Item 1:

**Otsego County Parcel #8
Taylor Hill Road
Town of Edmeston
Otsego County, NY.**

Species	No. of Trees	Estimated Quantity (MBF) (International ¼" Log Rule)	Estimated Quantity (MBF) (Doyle Log Rule)	Cords
White Ash	2482	498.254 MBF more or less	363.579 MBF more or less	
Red (Soft) Maple	395	83.504 MBF more or less	60.847 MBF more or less	
Sugar (Hard) Maple	202	42.525 MBF more or less	31.864 MBF more or less	
Black Cherry	165	33.633 MBF more or less	25.000 MBF more or less	
American Basswood	4	1.822 MBF more or less	1.466 MBF more or less	
Yellow Birch	9	1.260	.757 More or less	
Norway Spruce	1	.171	.135 more or less	

Pulp/Firewood	682			83.14 more or less
Culls	121			
Total	4061	661.169 MBF more or less	483.648 MBF more or less	83.14 cords more or less

VOLUME ESTIMATION The volume in the standing trees was estimated and is based on the International ¼” Kerf Log Rule, and Doyle log rule for saw timber Form class 78 and the standard 4’ x 4’ x 8’ cord for cordwood. Firewood volume was determined by using the US 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.

The trees for sale are marked with Blue paint at breast height (dbh) and on the stump. Trees tallied for saw timber are marked with a horizontal stripe (—). Trees tallied for pulp/firewood are marked with a vertical stripe (I), cull trees are marked with a (X). All trees so marked are to be cut unless a safety concern is encountered.

The sale boundaries are shown on the attached Sale Map. Trees on the sale boundary are marked with Blue painted three stripes (≡) and or blue blazes. All boundary trees so marked must be left uncut and are not included in this sale. In addition, the Contractor shall not cross the three striped/blazed sale / property boundaries with any equipment.

At the area where section 2, 3, and 4 meet a pink flagged and blue three stripe harvesting line with a North East bearing is marked and is not be crossed with equipment. Four trees to the west of said line – three White Ash and One Black Cherry are marked with red paint “NO CUT” and are not to be harvested. However the road to the west of the three blue stripes can be used for access and skidding.

The Contractor shall meet with the county at the sale location prior to: the beginning of any section operations, and any new start-ups following periods of inactivity, and again prior to final clean up. Exceptions to this requirement may be made only by the county when appropriate.

There are 5 sections of the timber sale area. Harvesting shall begin in section #3, the back of the sale area with work progressing toward the front, cutting all designated trees as the job progresses. Exceptions must be approved by the county. Once harvesting has begun in a section, the harvesting must be completed in that section before beginning work in a new section.

Main trails shall be left open and free of tops to the satisfaction of the county. Existing primary and secondary skid roads will be utilized for timber skidding at all times.

The Contractor is expected to employ directional felling techniques to minimize damage to the remaining stand. The Contractor shall fell trees away from private land, designated recreation trails, ponds, and water courses whenever possible. If trees accidentally fall over private property boundary lines, across designated recreation trails, roads, ponds, or into stream channels, the Contractor shall pull back all material immediately. Damage to the residual stand is to be held to a minimum to county satisfaction.

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 and debris 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). Forwarding or skidding will generally not be allowed during November and December unless site conditions are favorable for the continuation of harvesting operations due to good drainage patterns or persistent freezing conditions. Exceptions may be granted by the county based upon specific site conditions.

Harvesting operations will be suspended during the month of April and between November 1 st and December 15th due to the likelihood of wet conditions. This restriction may be altered by the county depending on weather conditions. Exceptions must be approved by the county. The county may partially or wholly restrict harvesting operations during periods of wet and/or muddy conditions throughout the contract period. Harvesting operations will be suspended between May 1st and July 1st due to bark slip season. No exceptions will be considered.

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

The county reserves the right to restrict the size of the equipment used when, in the judgment of the county, 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.

Whole tree harvesting will not be permitted. The Contractor shall limb and top all trees in the harvest 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 county according to guidelines in the publication New York State Forestry Best Management Practices for Water Quality – BMP Field Guide (BMP Field Guide). The BMP Field Guide may be viewed on-line by going to: <http://www.dec.ny.gov/lands/37845.html>. The county 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 county. 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 ameliorate the damaged road or trail. The Contractor shall resume harvesting activities only when conditions improve or actions are taken to prevent further rutting. The county 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 at the completion of the sale to the satisfaction of the county.

Four landing locations (L) exist on the attached timber sale map to be utilized in the harvest of the timber, three existing, one to be opened and cleared if needed by mutual agreement between the county and the contractor. A log matt or portable bridge is required for wet area crossing located to the west, northwest of landing #1 (L1).

Any additional site work to improve the landings to accommodate the specific needs of the Contractor will be done at the Contractor's expense and only with the approval of the county. Landings will be kept in a neat condition at all times during the sale. The Contractor shall keep landings free of any garbage, oil cans, or debris. The Contractor shall remove or return to the harvest area unused wood brought to the landing from the harvest area. The Contractor shall prevent rutting on landings which may result in channelized sediment flow off the landing.

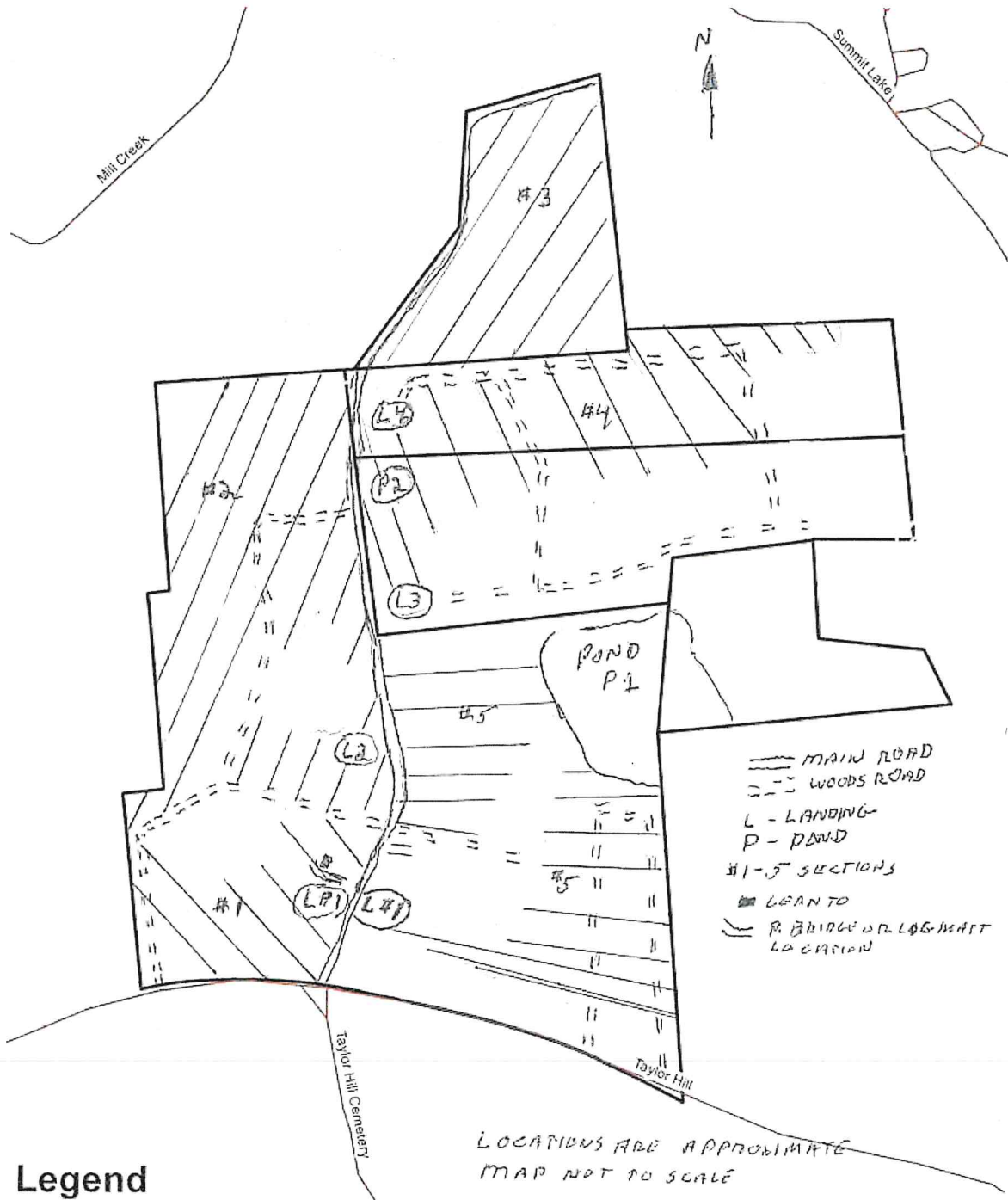
At the completion of the sale, the Contractor shall grade and stabilize the landings, and apply grass seed to the satisfaction of the county. All cut-off log end pieces must be removed from the log landing. The Contractor shall take measures to ensure that no water or mud shall flow from the log landing into the road ditches or onto any road.

Gravel and culvert are to be applied to the road crossing of the drainage of pond #2 (P2) before harvesting commences and maintained during harvesting operations at contractors expense. Said gravel and culvert should be able to accommodate logging and trucking requirements. Any and all DEC/government permits are the responsibility of the contractor. At the completion of the harvest, said crossing condition to accommodate vehicle access to county satisfaction. The installed culvert and gravel should be left in place after work has been completed.

It is the contractor's responsibility to adhere to all state and federal regulations to firewood and the emerald ash borer. The county 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.

All OSHA safety regulations are to be observed while harvesting county timber. Personal Protective Equipment (PPE) is required of all persons working on county lands. 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. The contractor will furnish proof of certification to the county.

The contractor will notify the town of Edmeston and the snowmobile club upon beginning of harvesting operations.



Legend

Timber and Harvesting Sketch Map Of Otsego Parcel #8, Taylor Hill, Town of Edmeston, Otsego County, New York.

Pricing Item #1

Revenue-Lump sum to be paid to Otsego County for Taylor Hill

Price:

(words)

\$ _____

(figures)

Item #2

**Otsego County Parcel #1
Forest of The Dozen Dads
Blacks Road
Town of Middlefield
Otsego County, NY.**

Timber Sale

Species	# of Trees	Estimated Quantity (MBF) (International ¼" Log Rule)	Estimated Quantity (MBF) (Doyle Log Rule)	Cords
White Ash	784	178,331	132,591	
Sugar (Hard) Maple	155	32,238	24,629	
Red (Soft) Maple	34	9,351	7,296	
Red Oak	18	3,850	3,148	
American Basswood	7	1,430	1,031	
White Birch	2	242	172	
Pulp	184			21.74
Culls	26			
Total	1210	225,442	168,867	21.74

VOLUME ESTIMATION The volume in the standing trees was estimated and is based on the International ¼" Kerf Log Rule, and Doyle log rule for saw timber Form class 78 and the standard 4' x 4' x 8' cord for cordwood. Firewood volume was determined by using the US 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.

The trees for sale are marked with Blue paint at breast height (dbh) and on the stump. Trees tallied for saw timber are marked with a horizontal stripe (—). Trees tallied for pulp/firewood are marked with a vertical stripe (I), cull trees are marked with a (X). All trees so marked are to be cut unless a safety concern is encountered.

The sale boundaries are shown on the attached Sale Map. Trees on the sale boundary are marked with Blue painted three stripes (≡) and or blue blazes. All boundary trees so marked must be left uncut and are not included in this sale. In addition, the Contractor shall not cross the three striped/blazed sale / property boundaries with any equipment.

Forest of the Dozen Dads Timber Sale

Orange two stripe as depicted on the timber sale map denotes American Beech clear cut. Said two stripes face the area to be cut. All Beech six inches on the stump and larger are to be felled. The cut beech are the purchaser's decision as to what forest product they may be utilized for. Beech within this clear cut maybe left where they fall within the sale area or skidded out to the landing for utilization. Care in felling and skidding beech to be exercised in regard to several large Red Oak seed trees that are not to be damaged.

This is a winter harvesting job during the closed season for the park. January 1, 2022 through March 20, 2022 and January 1, 2023 through March 20, 2023 harvesting to be allowed during frozen ground. . This restriction may be altered by the county depending on weather conditions. Exceptions must be approved by the county. The county may partially or wholly restrict harvesting operations during periods of wet and/or muddy conditions throughout the contract period.

The Contractor shall meet with the county at the sale location prior to: the beginning of any section operations, and any new start-ups following periods of inactivity, and again prior to final clean up. Exceptions to this requirement may be made only by the county when appropriate.

Main trails shall be left open and free of tops to the satisfaction of the county. Existing primary and secondary skid roads will be utilized for timber skidding at all times. The main skid road is to be utilized for egress of timber to the landing/header, said road is depicted on the timber sale map in red, and orange flagged in the lower section. Any desired changes will require county permission.

The Contractor is expected to employ directional felling techniques to minimize damage to the remaining stand. The Contractor shall fell trees away from private land, designated recreation trails, ponds, and water courses whenever possible. If trees accidentally fall over private property boundary lines, across designated recreation trails, roads, ponds, or into stream channels, the Contractor shall pull back all material immediately. Damage to the residual stand is to held to a minimum to county satisfaction.

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 and debris including cans, papers and equipment parts at all times.

Forest of the Dozen Dads Timber Sale

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

The county reserves the right to restrict the size of the equipment used when, in the judgment of the county, 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.

Whole tree harvesting will not be permitted. The Contractor shall limb and top all trees in the harvest 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 county according to guidelines in the publication New York State Forestry Best Management Practices for Water Quality – BMP Field Guide (BMP Field Guide). The BMP Field Guide may be viewed on-line by going to: <http://www.dec.ny.gov/lands/37845.html>. The county 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 county. Several existing water bars/broad based dips have been marked in orange paint on the main skid road and are to be maintained where possible and restored at completion of harvesting. 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 ameliorate the damaged road or trail. The Contractor shall resume harvesting activities only when conditions improve or actions are taken to prevent further rutting. The county 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 at the completion of the sale to the satisfaction of the county.

Any additional site work to improve the landing to accommodate the specific needs of the Contractor will be done at the Contractor's expense and only with the approval of the county. Landings will be kept in a neat condition at all times during the sale. Landing location will be situated on either the park entrance road or on Blacks Road within the confines of the Norway spruce clear cut. The Contractor shall keep landings free of any garbage, oil cans, or debris. The Contractor shall remove or return to the harvest area unused wood brought to the landing from the harvest area. The Contractor shall prevent rutting on landings which may result in channelized sediment flow off the landing.

At the completion of the sale, the Contractor shall grade and stabilize the landings, and apply grass seed to the satisfaction of the county. All cut-off log end pieces must be removed from the log landing. The Contractor shall take measures to ensure that no water or mud shall flow from the log landing into the road ditches or onto any road.

It is the contractor's responsibility to adhere to all state and federal regulations to firewood and the emerald ash borer. The county 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.

All OSHA safety regulations are to be observed while harvesting county timber. Personal Protective Equipment (PPE) is required of all persons working on county lands. 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. The contractor will furnish proof of certification to the county.

The contractor will notify the town of Middlefield upon beginning of harvesting operations.

Forest of the Dozen Dads Timber Sale



Approximate locations. Map not to scale.

Red: Main Forest Access Road

Green: Main park Entrance Road

Yellow: Proposed timber Egress skid road, partially orange flagged

Blue: Timber location

Orange: Beech clear cut

Pricing Item #2

Revenue-Lump sum to be paid to Otsego County for Dozen Dads

Price:

(words)

\$ _____

(figures)

Option. Pricing for Item #1 and Item #2

Revenue-Lump sum to be paid to Otsego County for Dozen Dads and Taylor Hill Combined

Price:

(words)

\$ _____

(figures)

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.

**REFER TO MINIMUM SPECIFICATIONS
AND PRICING PAGE**

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!***

PREVENTION OF SEXUAL HARASSMENT

Section 201-g of the New York State Labor Law requires employers to adopt a sexual harassment prevention policy, make such policy available to its employees, and provide sexual harassment training to its employees, consistent with model policies, guidance, and regulations developed by the New York State Department of Labor. (<https://www.ny.gov/combating-sexual-harassment-workplace/employers>)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Such certification is consistent with the requirements of New York State Finance Law Section 139-L, which provides that **a bid shall not be considered for award nor shall any award be made to a bidder who has not completed this certification**; provided, however, that if the bidder cannot make the foregoing certification, such bidder shall so state at the time of bid submission and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

By signing below, this bid shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the corporation.

Under penalty of perjury, by signing below, I submit this bid on behalf of the firm, and certify that the firm has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees.

Firm Name: _____ Date: _____

Signature of Authorized Person: _____

Printed Name and Title
of Authorized Person: _____

BID PROPOSAL

BID TITLE: _____

BID NUMBER: # _____

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.

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.

18 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.

19 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:

- (a) 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
- (b) 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

17.1 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.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)																																																													
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																																													
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																																													
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Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Addendum # 1

The official contract will start October 1, 2021 and officially end December 31, 2023. All contractual requirements shall be completed by December 31, 2023. Unforeseen extenuating circumstances will be addressed as they arise. Final determinations will be made by Otsego County.

