

ALLEGANY COUNTY DEPARTMENT OF

# PUBLIC WORKS

7 Court Street, Room 210

Belmont, NY 14813-1078

Telephone: 585-268-9230 Fax: 585-268-9648

## NOTICE TO BIDDERS

The Allegany County Department of Public Works will receive sealed bids until 10:00 a.m., February 22, 2018. At that time, bids will be opened in Room 221, County Office Building, Belmont, New York on the following items.

1. Culvert Pipes & Bands
2. Galvanized Corrugated Steel Beam Guide Rail, Posts, Block-Outs and Back-Up Plates
3. Steel
4. Washed Crushed Gravel- Crushed Limestone
5. Highway Signs, Blanks and Posts
6. Bituminous Materials
7. 1311 Calcium Chloride
8. Crushed Gravel, Screened & Bank Run Gravel
9. Stone Fill (Rip Rap)
10. Ready Mix Concrete, Flowable Fill and Concrete Blocks
11. Sand and Salt Mixture
12. Rust Preventative Paint
13. **Equipment Rental**
14. Fiber Reinforced Bituminous Membrane Surface Treatment
15. Cold In-Place Recycled Asphalt Pavement
16. Pavement Markings

Specifications for the above listed items may be obtained on the Internet: Allegany County Website at [www.alleganyco.com](http://www.alleganyco.com); click on Government then Public Works Department. They are also available at the Office of the Superintendent of Public Works, Room 210, County Office Building, Belmont, New York. It shall be the responsibility of each bidder to contact this office to determine if an addendum has been issued.

The Allegany County Department of Public Works reserves the right to reject any or all bids and to accept the bid it determines to be in the best interest of Allegany County.

Upon mutual agreement of the parties, Allegany County reserves the right to renew the contract(s) awarded as a result of this bid for an additional one (1) year period by resolution of the Public Works Committee of the Allegany County Board of Legislators in accordance with the specifications and NYS GML 103 and 104b.

Guy R James  
Superintendent  
Allegany County  
Department of Public Works

## **GENERAL TERMS AND CONDITIONS:**

### **1. Objective:**

This document is published in order to obtain competitive prices for equipment rental.

### **2. Acquisition of Bid Documents:**

- a. Bid documents are available for download at [www.alleganyco.com](http://www.alleganyco.com); click on Government then Public Works Department. They are also available at the Office of the Superintendent of Public Works, 7 Court Street, Room 210, Belmont, New York 14813. The office is open Monday – Friday 8:00 a.m. to 4:00 p.m. Telephone number is (585) 268-9230.
- b. Each contractor bears sole responsibility for acquisition of bid documents. Requests for bid documents to be forwarded are neither a guarantee nor an incurred obligation on the part of Allegany County to ensure contractors requested receipt of bid documents, timely or otherwise.
- c. Receipt of these documents, unsolicited or otherwise, shall not be construed a predetermination of a contractor's qualification to receive a contract reward. Nor shall said receipt of these documents be interpreted an endorsement that the contractor's equipment, materials, products, and/or services are in compliance with the bid specifications.

### **3. Examination, Interpretation, Correction of Bid Documents:**

Each contractor shall examine all bid documents and judge all matters relating to the adequacy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this bid solicitation shall be in writing and submitted to the Public Works Department. The County shall not be responsible for oral interpretations given by any county employee, representative or others. The issuance of written addendum/addenda is the only official method whereby clarification or additional information can be given.

### **4. Preparation of Bid Documents:**

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

- a. All forms shall be clearly legibly completed using a permanent medium (i.e. ink, typewriter, laser printer, etc.) Illegible entries may be rejected.
  - i. If submittal of unit price(s) is a requirement, said unit price(s) shall prevail.
  - ii. All mathematical functions (extensions, additions, etc.) are subject to audit.
  - iii. Each price shall be expressed as a numerical dollar value, indicators such as ditto marks, arrows, etc. are not acceptable.
- b. All forms requiring a contractor's signature shall be signed by the contractor or the contractor's authorized representative. Erasures and/or alterations shall be initialed by the representative whose signature appears on the forms.
- c. The contractor shall submit the bid in accordance with the bid documents and shall not make any changes in the wording or the bid forms or make any stipulations or qualify the bid in any manner.
- d. Prices shall be F.O.B. any point in Allegany County, New York. Price quoted shall include all delivery charges.

- e. All bids shall be firm for a period of forty-five (45) days from the bid opening date; during which time the County shall render its decision.

**5. Contract Term:**

May 1, 2018 through April 30, 2019.

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

The contractor shall submit a signed and dated Non-Collusive bidding certificate with its bid which is included in this bid document. Said certificate is mandated by Section 103-d of the General Municipal Law.

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

The contractor shall submit a signed and dated Hold Harmless Clause form with its bid, which is included in this bid document.

**8. Iranian Energy Sector Divestment Certification:**

Contractor hereby represents that said contractor is in compliance with New York State General Municipal Law, Section 103-g entitled "Iranian Energy Sector Divestment." By submission of this bid, each contractor and said person signing on behalf of any contractor certifies and in case of a joint bid, each party hereto certifies as to its own organization, under penalty of perjury, that the best knowledge and belief, that each contractor is not on the list created pursuant to NYS Finance Law Section 165-A (3) (b).

The contractor shall submit a signed, notarized and dated Iranian Energy Sector Divestment Certification, included in this bid document, with its bid.

Said certificate is mandated by Section 103-g of the General Municipal Law. Reference the Iranian Energy Sector Divestment Certificate Form included in this document.

**9. Required Insurance(s):**

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

b. Additional Insurance & Certificate Holder:

- i. Allegany County shall be named as an "additional insured" for the purpose of coverage on direct, primary, non-contributory basis in the contractor's policy for all intents and purposes of contract(s) issued as a result of an award of this bid. Additional insured shall read- Allegany County, 7 Court Street, Room 210, Belmont, New York 14813.
- ii. Certificate Holder shall read- Allegany County, 7 Court Street, Room 210, Belmont, New York 14813.

**10. Sales Tax Exemption:**

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

**11. Protection from Claim Against or Equal:**

In the event of any claim concerning or relating to the issues of equal or better, the contractor agrees to hold the County of Allegany free and harmless from any and all claims, legal fees and court costs for loss or damage arising out of this transaction for any reason whatsoever.

**12. Addendum/Addenda:**

- a. If an addendum has been issued prior to the County's receipt of bids; Allegany County shall attempt to notify contractors known to have received the sealed bid documents and whose contact information is on file with the County. Allegany County does not ensure the potential contractor's receipt of the addendum. It shall be the responsibility of the contractor, prior to submitting its bid to contact the Department of Public Works (585) 268-9230, to determine if an addendum has been issued.
- b. Addendum shall be available online at [www.alleganyco.com](http://www.alleganyco.com); click on Government then Public Works Department. They are also available at the Office of the Superintendent of Public Works, 7 Court Street, Room 210, Belmont, New York 14813.
- c. It is a requirement that the contractor sign, date and include any addendum with its bid submittal. Failure to do so may result in rejection on bid.

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

For those contractor's intending to submit multiple/alternate bids in response to this bid solicitation; the contractor is required and shall submit a complete bid document for each bid submitted. Note: If there is a bid surety requirement, one (1) surety instrument written for the highest amount, shall suffice.

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

- a. The bid shall be submitted in a sealed envelope with the following marked on the outside:
  - i. Print your company's name in the upper left corner
  - ii. In the lower left corner print:  
Sealed Bid: February 22, 2018, 10:00 a.m.  
Equipment Rental
- b. The envelope shall be addressed to Allegany County DPW, 7 Court Street, Room 210, Belmont, New York 14813.
- c. Bids will be received at the Public Works Department at the time specified. At which time bids will be opened.
- d. Facsimile transmitted bids are not acceptable and shall be rejected.
- e. Security procedures are in effect at the Allegany County Office Building. Interested parties, especially contractors who intent to hand deliver bids and/or conduct business with Allegany County Department of Public Works should allow sufficient time for any delay which may arise

as a result of security procedures. To be considered delivered and on time a bid submittal must be received at the Public Works Department by the appointed hour.

f. All bid proposal sheets shall remain intact and be submitted with the bid.

**15. Business Hours:**

Contractors will maintain normal business hours during the time in which the material bid will be needed by the County. Bidders agree that normal business hours shall mean 8:00 a.m. to 4:00 p.m. Bidders acknowledge and agree that on some occasions it may be necessary to open before and remain open beyond normal business hours in order to provide the County with material bid.

**16. Compensation:**

Payment shall be rendered to the contractor(s) for satisfactory compliance with the general terms and conditions of this bid. Invoice terms shall be net 30 days. The county normally processes invoices for payment bi-monthly, according to regular established schedule.

**17. Late Bids:**

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

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

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

**19. Civil Rights:**

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

**20. Award of Bid:**

For the purpose of this bid and subsequent award(s), it is intended that award(s) will be made on a line item basis:

- a. Bids will be awarded to qualified and responsible contractor(s) who sufficiently meet the terms, conditions and specifications stated herein. However, under all circumstances and all statements to the contrary notwithstanding, Allegany County reserves as its right, the right to determine award(s)/awardee(s) in accordance with the best interest of Allegany County.
- b. Award of bid is not made at the bid opening. All bids are subject to final review and acceptance by the Public Works Committee of the Allegany County Legislature before any award may be made.

**21. Executory Clause:**

Allegany County shall have no liability under any contract or to anyone else beyond funds appropriated and available for the purpose of this document and resultant contract(s).

**22. Assignability:**

The contractor shall not assign, transfer, convey, sub-contract, sublet or otherwise dispose of all or portions of this contract (and/or work to be performed as a result of the contract) or its right, title, or interest to any other person, company, corporation, without prior written consent of the Superintendent of Public Works.

**23. Extension of Contract Usage by Political Subdivisions:**

**Political subdivisions within Allegany County (Towns, Villages, School Districts and Fire Districts), as defined in Section #103 of the General Municipal Law may participate in any contract awarded as a result of this bid document. Additionally, per section 408-a (2) of County Law and Allegany County Resolution No. 202-15, all political subdivisions within the state of New York may piggyback off this competitive bid as long as it is mutually agreed to by both parties. Responsibility, financial or otherwise, for purchase(s) made by other parties as a result of the extension of this contract, shall not be borne by Allegany County.**

**24. Contractor's Failure to Comply:**

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

**25. Cancellation of Contract:**

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

**ALLEGANY COUNTY DEPARTMENT OF PUBLIC WORKS  
EQUIPMENT RENTAL SPECIFICATIONS**

1. Equipment offered for rent to the County shall be mechanically sound and all required safety devices in place.
2. Equipment rental shall include delivery, pick up, fuel, service, and maintenance as necessary to keep equipment in good working order.
3. The contractor shall deliver and pick up the rental equipment unless the County prefers to transport the equipment themselves. Mobilization is to be included in the bid price.
4. Equipment rented by the County shall be covered by the County insurance for loss while in the possession of the County.
5. Any mechanical failures of the machine(s) will not be the responsibility of the County unless the cause is determined to be negligence on the part of the County.
6. The County reserves the right to accept and reject any and all bids and to award the bids it believes to be in the best interest of Allegany County.
7. **If the County elects to use the option including the operator, the contractor shall pay the appropriate prevailing wage rates and all supplemental benefits according to the most current NYSDOL published wage schedule for Allegany County.**
8. **To expedite the bid opening process, please submit ten (10) extra copies of your bid pages for distribution to other bidders.**

**These copies should not be attached to your bid package.**

## Proposal

THE UNDERSIGNED PROPOSES TO PROVIDE SAID SERVICE required by the County of Allegany as set forth in the enclosed bid. The successful bidder shall be obligated to furnish said services as set forth in this bid. The successful bidder shall be the person or corporation submitting the lowest bid meeting all specifications.

Where a definite brand is specified, it is not intended that a definite quality level is established. The determination as to whether an alternate product is or is not equal shall be made by Allegany County.

Sufficient information must be submitted with your bid to allow Allegany County to determine if the product is acceptable and meets the needs of Allegany County. Final determination shall be made by the County.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Signed By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

**YOU MUST COMPLETE AND RETURN THE BID PRICING FORM  
AT THE END OF THIS DOCUMENT**



# RENTAL OF EQUIPMENT

## Without Operator

	BID PRICE PER HOUR	BID PRICE PER DAY	BID PRICE PER WEEK	BID PRICE PER MONTH
Vibratory roller: Double Drum	\$ _____	\$ _____	\$ _____	\$ _____
Vibratory roller: Single Drum	\$ _____	\$ _____	\$ _____	\$ _____
10-12 Ton Tandem Static Roller	\$ _____	\$ _____	\$ _____	\$ _____
10-12 Ton Rubber Tired Roller	\$ _____	\$ _____	\$ _____	\$ _____
Tandem Axle Dump Truck	\$ _____	\$ _____	\$ _____	\$ _____
Tri Axle Dump Truck	\$ _____	\$ _____	\$ _____	\$ _____
Articulated Back Dump Truck (20 cu.yd. or Larger)	\$ _____	\$ _____	\$ _____	\$ _____
Water Truck with Pump	\$ _____	\$ _____	\$ _____	\$ _____
0.5 cu.yd. Track Excavator	\$ _____	\$ _____	\$ _____	\$ _____
1.25 cu.yd. Track Excavator	\$ _____	\$ _____	\$ _____	\$ _____
Power Broom Self-propelled	\$ _____	\$ _____	\$ _____	\$ _____
Brush Chipper up to 40 hp.	\$ _____	\$ _____	\$ _____	\$ _____
Stump Grinder up to 60"	\$ _____	\$ _____	\$ _____	\$ _____
Small Milling Machine (Raygo 100 or Equal)	\$ _____	\$ _____	\$ _____	\$ _____
Large Milling Machine Up to 7' Mill Head	\$ _____	\$ _____	\$ _____	\$ _____
D-3 Size Dozer or Equal	\$ _____	\$ _____	\$ _____	\$ _____
D-5 Size Dozer or Equal	\$ _____	\$ _____	\$ _____	\$ _____
D-7 Size Dozer or Equal	\$ _____	\$ _____	\$ _____	\$ _____
Variable width Self-propelled Chip Spreader	\$ _____	\$ _____	\$ _____	\$ _____
Asphalt Paver Blaw-Knox 200 or Equal	\$ _____	\$ _____	\$ _____	\$ _____

## RENTAL OF EQUIPMENT

### Without Operator - Continued

	BID PRICE PER HOUR	BID PRICE PER DAY	BID PRICE PER WEEK	BID PRICE PER MONTH
Road Widener Blaw-Knox RW-100B or Equal	\$ _____	\$ _____	\$ _____	\$ _____
Motor Grader Cat 120H or Equal	\$ _____	\$ _____	\$ _____	\$ _____
Motor Grader Cat 160H or Equal	\$ _____	\$ _____	\$ _____	\$ _____
Backhoe 1.25 cu.yd. capacity	\$ _____	\$ _____	\$ _____	\$ _____
Wheel Loader 2 cu.yd. capacity	\$ _____	\$ _____	\$ _____	\$ _____
Wheel Loader 3 cu.yd. capacity	\$ _____	\$ _____	\$ _____	\$ _____
Wheel Loader 4 cu.yd. capacity	\$ _____	\$ _____	\$ _____	\$ _____
Aerial Lift - Self propelled 70' height capacity	\$ _____	\$ _____	\$ _____	\$ _____
Piling Extractor - Vibratory Hammer, Hose Bundle & Stand	\$ _____	\$ _____	\$ _____	\$ _____
50-Ton Lowboy	\$ _____	\$ _____	\$ _____	\$ _____
Guide Rail Post Driver, GRT Utilicorp Self-Contained Driver Or Equal	\$ _____	\$ _____	\$ _____	\$ _____
Crane Up to 115 Ton Cap	\$ _____	\$ _____	\$ _____	\$ _____
Crane Up to 165 Ton Cap	\$ _____	\$ _____	\$ _____	\$ _____

## RENTAL OF EQUIPMENT With an Operator

	BID PRICE PER HOUR	BID PRICE PER DAY	BID PRICE PER WEEK	BID PRICE PER MONTH
Vibratory roller: Double Drum	\$ _____	\$ _____	\$ _____	\$ _____
Vibratory roller: Single Drum	\$ _____	\$ _____	\$ _____	\$ _____
10-12 Ton Tandem Static Roller	\$ _____	\$ _____	\$ _____	\$ _____
10-12 Ton Rubber Tired Roller	\$ _____	\$ _____	\$ _____	\$ _____
Tandem Axle Dump Truck	\$ _____	\$ _____	\$ _____	\$ _____
Tri Axle Dump Truck	\$ _____	\$ _____	\$ _____	\$ _____
Articulated Back Dump Truck 20 cu.yd. or Larger	\$ _____	\$ _____	\$ _____	\$ _____
Water Truck with Pump	\$ _____	\$ _____	\$ _____	\$ _____
0.5 cu.yd. Track Excavator	\$ _____	\$ _____	\$ _____	\$ _____
1.25 cu.yd. Track Excavator	\$ _____	\$ _____	\$ _____	\$ _____
Power Broom Self-propelled	\$ _____	\$ _____	\$ _____	\$ _____
Brush Chipper up to 40 hp.	\$ _____	\$ _____	\$ _____	\$ _____
Stump Grinder up to 60"	\$ _____	\$ _____	\$ _____	\$ _____
Small Milling Machine (Raygo 100 or Equal)	\$ _____	\$ _____	\$ _____	\$ _____
Large Milling Machine Up to 7' Mill Head	\$ _____	\$ _____	\$ _____	\$ _____
D-3 Size Dozer or Equal	\$ _____	\$ _____	\$ _____	\$ _____
D-5 Size Dozer or Equal	\$ _____	\$ _____	\$ _____	\$ _____
D-7 Size Dozer or Equal	\$ _____	\$ _____	\$ _____	\$ _____
Variable width Self-propelled Chip Spreader	\$ _____	\$ _____	\$ _____	\$ _____

## RENTAL OF EQUIPMENT With an Operator - Continued

	BID PRICE PER HOUR	BID PRICE PER DAY	BID PRICE PER WEEK	BID PRICE PER MONTH
Asphalt Paver Blaw-Knox 200 or Equal (including operator and screed man)	\$ _____	\$ _____	\$ _____	\$ _____
Road Widener Blaw-Knox RW-100B or Equal	\$ _____	\$ _____	\$ _____	\$ _____
Motor Grader Cat 120H or Equal	\$ _____	\$ _____	\$ _____	\$ _____
Motor Grader Cat 160H or Equal	\$ _____	\$ _____	\$ _____	\$ _____
Backhoe 1.25 cu. yd. capacity	\$ _____	\$ _____	\$ _____	\$ _____
Wheel Loader 2 cu. yd. capacity	\$ _____	\$ _____	\$ _____	\$ _____
Wheel Loader 3 cu. Yd. capacity	\$ _____	\$ _____	\$ _____	\$ _____
Aerial Lift- Self-propelled 70' height capacity	\$ _____	\$ _____	\$ _____	\$ _____
Piling Excavator – Vibratory Hammer, Hose Bundle & Stand	\$ _____	\$ _____	\$ _____	\$ _____
50-Ton Lowboy	\$ _____	\$ _____	\$ _____	\$ _____
Guide Rail Post Driver, GRT Utilicorp Self-Contained Driver Or Equal	\$ _____	\$ _____	\$ _____	\$ _____
Crane Up to 115 Ton Cap.	\$ _____	\$ _____	\$ _____	\$ _____
Crane Up to 165 Ton Cap.	\$ _____	\$ _____	\$ _____	\$ _____
Turn-Key Crushing Operation Gravel, Millings	\$ _____/ton			
Turn-Key Crushing Operation Concrete	\$ _____/ton			

**To expedite the bid opening process, please submit ten (10) extra copies of your bid pages for distribution to other bidders.  
These copies should not be attached to your bid package.**

NON-COLLUSIVE BIDDING CERTIFICATION

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

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, a bid for the purpose of restricting competition.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

Subscribed and sworn to before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

Note: If bidder is a corporation, the corporate name and title of officer signing must be stated.

## HOLD HARMLESS CLAUSE

The agent shall at all times defend, indemnify and hold harmless the County of Allegany and its employees from any and all claims, damages or judgments or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of Agent and in particular as may arise from the performance under this contract. Such obligation to the County shall not be construed to negate, abridge or reduce other rights of indemnity which would otherwise exist. This provision shall supersede any other provision in this Agreement deemed to be in conflict, unless specifically stated otherwise. In the event of an injury by the subcontractor or its employees, they shall cause notice to be served upon the County within twenty-four (24) hours of any such injury.

PLEASE PRINT OR TYPE:

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

Federal Employee ID# \_\_\_\_\_

Bid Name: \_\_\_\_\_

## IRANIAN ENERGY SECTOR DIVESTMENT

1. Contractor/proposer hereby represents that said contractor/proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said contractor/proposer has not
  - a. Provided goods or services of \$20 million or more in the energy sector of Iran including but not limited to the provision of 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; or
  - b. Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
2. Any contractor/proposer who has undertaken any of the above and it identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
3. Except as otherwise specifically provided herein, every contractor/proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:
  - a. "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b)."

Allegany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.
4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The County reserves its rights in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:
  - a. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder/proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
  - b. The County of Allegany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Allegany would be unable to obtain the goods or

services for which the bid/proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

State of New York)  
County of Allegany) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis on satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his /her/their capacity (ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual (s) acted, executed as instrument.

\_\_\_\_\_  
Notary Public



**ALLEGANY COUNTY STANDARD INSURANCE REQUIREMENTS**

Insurance shall be procured and certificates of Insurance delivered to the County Attorney’s Office, the County department responsible for the agreement, and the Clerk of the County Board of Legislators prior to commencement of work or delivery of merchandise or equipment. The Certificates of Insurance shall be made to the County of Allegany, County Office Building, Belmont, New York 14813 must comply with all coverage specifications of the contract; and must be executed by an insurance company and/or agency or broker licensed by the Insurance Department of the State of New York. The “ACCORD” form certificate may be used, provided the following two additions are added to the form verbatim:

- A. **ACKNOWLEDGMENT:** The insurance companies providing these coverages acknowledge that the named insured is entering into a contract with Allegany County in which the named insured agrees to defend, hold harmless, and indemnify the County, its officials, employees and agents against all claims resulting from work performed, material handled and services rendered. The contractual liability coverage evidenced above covers the liability assumed under the County-Contractor agreement.
- B. Prior to non-renewal or cancellation of these policies, at least thirty (30) days advance written notice shall be given to Allegany County Attorney’s Office and the County Department requesting this certificate before such change shall be effective, except that five (5) days advance written notice shall be sufficient for Certificates from the State Worker’s Compensation Fund.

**MINIMUM COVERAGE LIMITS ARE AS FOLLOWS:**

Policy	Construction and Maintenance	Professional Services	Property Leased to Others or Use of Facilities or Grounds	Concessionaires Services	Livery Services	All Purposes Public Entity Contracts
Comp. Gen. Liab*	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Prem. & Ops.	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Prods/Compl Ops	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Independent Cont	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Contractual	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE					
X.C.U	INCLUDE					
Personal Injury		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Liquor Law			INCLUDE			
Host Liquor						INCLUDE
Auto Liability	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-owned	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess Umbrella Liability*	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Worker’s Compensation & Employers Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Professional Liab.		\$1,000,000				

Allegany County shall be named as additional named insured on all policies for purposes of coverage but not the payment of premium.  
 \*The comprehensive general liability can be met by one or more policies or in combination with an excess umbrella liability policy. No umbrella policy is required if underlying coverage is at least \$1,000,000.  
 Bid specifications or particular contracts, leases or agreements may require alternative coverage and limits, which must be evidenced on the certificate in lieu of the coverages specified above.  
 The expiration date for any claims made policy must be at least ninety (90) days after the expiration of the contract for services or final delivery of any products.