



NOTICE TO BIDDERS

Allegany County will receive sealed bids until 11:00 a.m., July 21, 2021. At that time, bids will be opened in the County Legislative Chambers, Room 221, County Office Building, 7 Court Street, Belmont, New York, on the following items:

Sale of Timber Products – Bennett / Rattlesnake Hill Lot – 105 acres, located in the Town of Grove, Allegany County on England Hill Road, north of County Route 70, Allegany County, New York.

Specifications for the above listed items may be obtained on the Internet: Allegany County Website at www.alleganyco.com. They are also available at the Allegany County Soil and Water Conservation District, 5390 County Route 48, Belmont, New York, 14813. Telephone number is (585) 268-5840. It shall be the responsibility of each bidder to contact the Allegany County Soil and Water Conservation District or the County's Website to determine if an addendum has been issued.

Allegany County 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.

David Decker, Chairman
Resource Management Committee
Allegany County Board of Legislators

GENERAL TERMS AND CONDITIONS:

1. Objective:

Pursuant to authorization of the Allegany County Board of Legislators, it is the intent of this document to obtain sealed written bids for the following forest products:

LOCATION AND DESCRIPTION:

Bennett / Rattlesnake Hill Lot – 105 acres, located in the Town of Grove, Allegany County on England Hill Road, north of County Route 70. Described as follows:

RED OAK-	16,678'	TSI	
RED MAPLE-	23,424'	ASH-	3041' 39 cull stems
HARD MAPLE-	11,399'	MAPLE-	3 cull stems
ASH-	165,675'	RED OAK-	13 cull stems
CHERRY-	4,661'	ASPEN-	6 cull stems
ASPEN-	10,298'	BEECH-	6 cull stems
TOTALING:	232,045'		

will be received by mail or by personal delivery at the Allegany County Clerk of the Board, 7 Court Street, Room 201, Belmont, New York 14813, until 11:00 a.m. on July 21, 2021, at which time such bids will be opened and read aloud. Bids shall remain open for a period of forty-five (45) days.

2. Acquisition of Bid Documents:

- a. Bid documents are available for download at www.alleganyco.com. They are also available at the Allegany County Soil and Water Conservation District, 5390 County Route 48, Belmont, New York 14813. The office is open Monday - Friday 8:30 a.m. to 4:00 p.m. Telephone number is (585) 268-5840. Interested bidders may receive a location map and a specification packet upon request.
- 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 qualifications to receive a contract reward. Nor shall receipt of these documents be interpreted as 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 Allegany County Soil and Water Conservation District. The County shall not be responsible for oral interpretations given by any county employee, representative, forester 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. All bids shall be firm for the period of forty-five (45) days from the bid opening date; during which time the County shall render its decision.

5. Contract Term:

The Buyer will remove all materials from County land and meet all the conditions of the sale contract by 24 months after contract date. Contract extensions may be granted, at the discretion of the Resource Management Committee (Allegany County Board of Legislators) upon written request of the buyer, when extenuating circumstances exist. No extension shall exceed 12 months in length, and the total of all extensions shall not exceed 24 months. **Requests for extensions shall be made in writing no less than 30 days prior to Contract termination date.**

6. Notifications:

The Buyer will notify the Forester no less than (5) business days prior to Buyer's intent to commence harvesting operations and at least (5) days prior to starting clean up. The Buyer will be required to meet with the Forester prior to commencing these operations.

It will be the Buyers responsibility to provide the workers actually performing the harvest with a copy of the NOTICE OF SALE OF FOREST PRODUCTS before work begins. These copies may be obtained from the Forester. The Buyer shall keep a copy of the NOTICE OF SALE OF FOREST PRODUCTS on site at all times while conducting work under contract.

Upon determination by the Seller / Forester that any of the terms of the contract are not being upheld, the Buyer may receive a Notice to Correct by certified mail, return receipt requested. If the required work is not completed within (7) calendar days following receipt of such Notice to Correct, unless a good faith effort has been demonstrated to the Sellers satisfaction, the contract may be terminated for cause by the Seller.

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

7. Quantities and Volume Estimations:

Quantities are not guaranteed. A minimum and/or maximum quantity shall not be established. The volume in the standard trees was estimated and is based on the Doyle Log Rule for saw timber and soft wood volume estimates are based on 100% tree count and a 10% volume estimate using 1/4" Log Rule. **The Seller / Forester does not guarantee the estimated tree count, volume or quality of the stumpage advertised.**

8. Harvesting:

NO MECHANICAL HARVESTING of Hardwood sawtimber will be permitted as defined: A Harvester is a type of heavy forestry mechanized vehicle employed in cut to length logging operations for felling, delimiting and bucking trees.

The Forester may in portion or wholly suspend harvesting operations during periods of wet and/or muddy conditions throughout the contract period.

The Buyer shall use existing skid roads where feasible and shall secure all roads,

trails and landings to restrict erosion at all times to the satisfaction of the Forester. The Forester reserves the right to require the Buyer to implement erosion and sediment control measures at any time, which includes but is not limited to, water bars, broad based dips, corduroy, culverts, temporary bridges, straw bales, seeding and mulching. (New York State Forestry Best Management Practices for Water Quality- BMP field Guide: <http://www.dec.ny.gov/lands/37845.html>)

The Buyer shall install a landing and driveway at the location designated by the Forester to the dimensions deemed necessary by the Forester to accommodate the egress of harvested timber in an environmentally sound manner, with any culverts or stabilization measures necessary installed to the specifications of the Forester. All brush, tree tops or other debris removed for landing construction will be deposited at a site approved by the Forester.

Any additional site work to improve the landings to accommodate the specific needs of the Buyer will be done at the Buyers expense and only with the approval of the Forester.

Landings will be kept free of any garbage, oil cans, or debris. The Buyer shall remove or return to the harvest area any unused wood brought to the landing from the harvest area. The Buyer shall prevent rutting on landings and driveways that may result in channelized sediment flow off the landing.

The Buyer shall block with earthen mounds or appropriately sized rip rap, the entrances to skid trails leading into the woods from landing areas at the completion of the sale to the satisfaction of the Forester.

The Buyer shall prevent ruts greater than 18" in depth during harvest activities or if such ruts should occur the Buyer shall cease harvesting in that area and ameliorate the damaged road or trail. Harvest activities resume only when conditions improve and measures have been taken to prevent further rutting. The Buyer shall prevent ruts on all roads and skid trails that may result in channelized sediment flow. The Buyer shall level all ruts and secure haul roads to restrict erosion at the completion of the sale to the satisfaction of the Forester.

Individual hitches shall be no wider than the skidder.

The Forester reserves the right to restrict the size of equipment used when, in the judgement of the Forester, said equipment is causing unacceptable damage to the site and residual stand.

No more than 5% of the residual trees greater than 5" dbh within the harvest area may be damaged during the harvest operation. A tree considered to be damaged may include but not limited to:

1. Damage to main stem of the residual tree which results in the loss of bark greater than 90 sq. inches.
2. Greater than 40% damage to the entire root system of the residual

tree from soil compaction or disturbance.

3. Greater than 25% damage to the live crown of the residual tree.

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

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

The Buyer shall keep the sale area free of litter including but not limited to: cans, papers, and equipment parts at all times.

If trees accidentally fall over boundary lines or into stream channels the Buyer shall pull back all material immediately.

9. 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.

10. 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.

11. Required Insurance:

- a. This bid documents 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 Insured & Certificate Holder:

- i. Allegany County shall be named as an "additional insured" for the purpose of coverage on direct, primary and 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 201, Belmont, New York 14813.

ii. Certificate Holder shall read - Allegany County, 7 Court Street, Room 201, Belmont, New York 14813.

c. Each contractor shall submit an original of its Certificate of Insurance and NYS Worker's Compensation Insurance Coverage Form (which indicates the contractor's compliance with the above sections a. and b.) to the following: **Clerk of the County Board of Legislators Office, County Office Building, 7 Court Street, Room 201, Belmont, New York 14813**

12. 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.

13. 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 bid documents and whose contact information is on file with Allegany 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 Allegany County Soil and Water Conservation District, (585) 268-5840, to determine if an addendum has been issued.
- b. Addendum shall be available online at www.alleganyco.com. They are also available at the Allegany County Soil and Water Conservation District, 5390 County Route 48, Belmont, New York 14813. The office is open Monday - Friday 8:30 a.m. to 4:00 p.m. Telephone number is (585) 268-5840.
- c. It is a requirement that the contractor sign, date, and include the addendum with its bid submittal. Failure to do so may result in rejection of bid.

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: July 21, 2021 11:00 a.m.
Forest Products – Bennett / Rattlesnake Hill Lot**

- b. The envelope shall be addressed to Allegany County Clerk of the Board, 7 Court Street, Room 201, Belmont, New York 14813.

- c. Bids will be received at the Allegany County Clerk of the Board, 7 Court Street, Room 201, Belmont, New York 14813.
- d. Facsimile transmitted bids are not acceptable and shall be rejected.
- e. To be considered delivered and on time a bid submittal must be received at the Allegany County Clerk of the Board by the appointed hour.
- f. Each bidder will be required to submit with this bid a deposit of 5% of the net amount bid.
- g. All bid proposal sheets shall remain intact and be submitted with the bid.

15. Compensation:

The successful bidder will be required to pay 100% of the bid price less the 5% bid deposit and to deposit a \$10,000 cash bond, such payment and deposit to be made upon the execution of a "Sale of Forest Products from County Forests Agreement." Such execution shall be within seven days of the mailing or delivery of the notification of award.

16. 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. Allegany County is NOT a priority zone for most carriers.

17. 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).**

18. 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 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.

19. Award of Bid:

For the purpose of this bid, it is intended that award (s) be made to the highest responsible bidder.

- 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 Resource Management Committee of the Allegany County Legislature before any award may be made.

20. Executory Clause:

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

21. 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 Allegany County.

22. Contractor's Failure to Comply:

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.

23. 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 United States Postal Service, First Class Mail shall be considered sufficient and delivered.

ALLEGANY COUNTY
BID SPECIFICATIONS FOR SALE OF TIMBER PRODUCTS –
**BENNETT / RATTLESNAKE HILL LOT- 105 acres, located in the Town of Grove,
Allegany County on England Hill Road, north of County Route 70, ALLEGANY
COUNTY, NEW YORK.**

Pursuant to provisions of the General Municipal Law, sealed bids properly labeled, will be received at the Allegany County Clerk of the Board, 7 Court Street, Room 201, Belmont, New York until 11:00 a.m. July 21, 2021. At that time all bids received will be publicly opened and read for the sale of timber products on the Bennett / Rattlesnake Hill Lot, 105 acres, located in the Town of Grove, Allegany County on England Hill Road, north of County Route 70 and owned by Allegany County.

Allegany County 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.

INSURANCE. LEGAL RESPONSIBILITY & SAFETY

The bidder shall take every precaution in his operations to avoid property damage and assume all liability for any damage resulting for his/her actions, errors or omissions and shall defend and hold the County of Allegany harmless. All damage complaints shall be investigated promptly by the bidder at the direction of Allegany County.

The low bidder shall within thirty (30) days of being awarded the contract submit satisfactory evidence that his operations are covered by liability insurance in the amount of \$1,000,000.00 for bodily injury and \$1,000,000.00 for property damage, and that under the coverage, or by separate policies in the above amounts, the County of Allegany, and/or the Allegany County Clerk of the Board, are named among the insured and are fully indemnified. This liability insurance is to remain in effect for a period of one year following the completion of the contract. The bidder shall, within thirty (30) days after the award, also submit satisfactory evidence that his operations are covered by Worker's Compensation Insurance, Unemployment Insurance and Social Security as required by law.

The bidder must comply with Section 103-d of the General Municipal Law, which requires that every bid or proposal made to a political subdivision shall contain the statement of non-collusion as attached. No contract will be awarded to any corporation, not incorporated in the State of New York, unless and until such corporation shall have qualified to do business within the State of New York, pursuant to Section 210 of the General Corporation Law.

Every bidder intending to make a proposal is expected, before submitting a bid, to become fully familiar with the work to be done. A bidder will be barred from pleading misunderstanding or deception because of estimates of quantities, character, scope of work, location or other conditions surrounding the same. Permission will not be given to withdraw, modify or explain any proposal or bid after the bid opening.

On acceptance of this proposal for said work, the bidder hereby binds themselves to enter into written contract within ten (10) days of notice to do so by Allegany County or the Allegany County Soil and Water Conservation District.

QUALIFICATION OF BIDDER

Allegany County reserves the right to make any investigations or inquiries necessary to determine the competence and ability of the bidder to properly perform the work. If after an investigation Allegany County is not satisfied the bidder is properly qualified to meet all requirements contained herein and to perform all work in a satisfactory manner, he/she may determine that the bid is non-responsive.

**COUNTY OF ALLEGANY
Sale of Forest Products**

PROPOSAL

David Decker, Chairman
Resource Management Committee
7 Court Street
County Office Building
Belmont, New York, 14813

Dear Sir:

I have examined the forest products offered for public sale by the County of Allegany located on the so-called Bennett / Rattlesnake Hill Lot, 105 acres, located in the Town of Grove, Allegany County on England Hill Road, north of County Route 70, and hereby bid the following price in accordance with the terms of the advertisement and agreement:

Mixed hardwoods as described in the Notice of Sale totaling 232,045' BF.

Bid Price : \$ _____

If I am the successful bidder, I agree to abide by the terms of the Agreement, to execute the Agreement within 7 days of the mailing or delivery of the notification of award, to pay 100% of the bid price less the 5% bid deposit and to deposit a \$10,000 cash bond, when the Agreement is executed, and to remove from County land on or before two years from the date of the Agreement all designated timber sold under this Agreement.

Enclosed is a 5% bid deposit in the amount of \$ _____

Also enclosed is an executed non-collusive bidding certification and hold harmless clause.

Company Name

By _____
Title _____

Address _____

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 restriction competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Subscribed and sworn to before me
this ___ day of _____, 2021.

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: