

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 Pipe & 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 Mix
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; 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 Highway Signs, Blanks and Posts.

2. Acquisition of Bid Documents:

- a. Bid documents are available for download at www.alleganyco.com; click on Government then Public Works Department. They are also available at the Office of 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 is 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 bid documents, unsolicited or otherwise, shall not be construed a predetermination on a contractor's qualifications to receive a contract reward. Nor shall said receipt on 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 (e.g. 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 bid 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 individual whose signature appears on the bid forms.

- c. The contractor shall submit the bid in accordance with the bid documents and shall not make any changes in the working of the bid forms or make any stipulations or qualify the bid in any manner.
- d. Prices shall be FOB any point in County of Allegany, 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. Bid Surety:

All bidders must submit a Bid Bond or Certified Check in the amount of Five Hundred (\$500.00) dollars payable to Allegany County Department of Public Works with their bid. Bid Bond or Certified Check will be refunded to unsuccessful bidders. The successful bidder(s) will be issued a Notice of Intent to Award and will be required to submit a Performance Bond in the amount of Five Thousand (\$5,000.00) dollars effective until May 1, 2019, within three weeks of the date of receipt of Notice of Intent. Upon receipt of the Performance Bond or Certified Check the successful bidder(s) will be issued a Notice of Award. The Bid Bond will be returned with the Notice of Award. The Performance Bond will be released upon completion of work and acceptance by the Superintendent of Public Works. Performance Bonds for towns and villages should be provided directly to the respective town or village.

6. Contract Term:

May 1, 2018 through April 30, 2019

7. Quantities:

- a. Quantities are not guaranteed. A minimum and/or maximum quantity shall not be established. All purchases, and therefore the cumulative annual purchase quantity shall be "as required" by Allegany County.
- b. If this bid specifies "estimated quantities", said quantities are specified for bid purpose only. These quantities are not intended, nor should they be construed, to reflect the actual purchase requirements of Allegany County.

8. 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.

9. 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.

10. 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 each 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).

This contractor shall submit a signed, notarized and dated Iranian Energy Sector Divestment Certification, included in this 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.

11. 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(s) shall have in effect prior to entering into a contract to do business with Allegany County. Said insurance(s) are required to remain in effect throughout 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 being 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 210, Belmont, New York 14813.
 - ii. Certificate Holder shall read – Allegany County, 7 Court Street, Room 210, 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 of cities and counties within the State of New York.

13. Protection from Claim Against or Equal:

In the event of any claim concerning or relating to the issue 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 of damage arising out of this transaction for any reason whatsoever.

14. 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 the County. Allegany County does not ensure the potential contractor's receipt of the addendum. It shall be the responsibility of each 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; click on 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 the addendum with its bid submittal. Failure to do so may result in rejection of bid.

15. Multiple/Alternate Bid Submittal(s):

For those contractors 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.

16. 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.
Highway Signs, Blanks and Posts
- 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 shall be opened and read publicly.
- 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 intend 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 on time a bid submittal must be received at the Public Works Department by the appointed hour.
- f. All bid proposal pages shall remain intact and be submitted with the bid.

17. 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 remain open before or beyond normal business hours in order to provide the County with material bid.

18. NYSDOT Standard Specifications or Source(s) & Material(s):

- a. All materials proposed or materials supplied by the bidder to the County shall conform to the requirements set forth in Standard Specifications (US CUSTOMARY UNITS), published by the New York State Department of Transportation, May 1,

2008, including all current amendments, or to any other standard or standard specifications. If the materials bid or the source of the materials bid are subject to certification or approval by the State of New York State Department of Transportation for materials or sources of materials bid or proposed and/or certified by the State of New York, the bidder certifies that the materials bid or proposed and/or certified by the State of New York Department of Transportation for use by the State of New York and the bidder shall furnish with his bid proof of such current approval or certification.

- b. The Superintendent of Public Works may order tests of the materials proposed by a bidder or supplied by a successful bidder, at any time, and that the costs of such testing shall be the responsibility of the bidder and/or successful bidder as the case may be. The bidder and/or successful bidder agree to pay the costs of any such tests when presented with an invoice by the Superintendent of Public Works or by the testing entity.

19. Order Acknowledgment:

Contractors shall promptly acknowledge in writing receipt of formal Allegany County purchase order/voucher. Such acknowledgment shall be sent within ten (10) days after receipt of order. Acknowledgment shall indicate projected date of shipment from bidder's plant.

20. Compensation:

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

21. Late Bids:

Contractors shall bear 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 shall be returned unopened.

22. 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).

23. Civil Rights:

The County of Allegany in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and New York State Labor Law; Article 8-Public Work, 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.

24. 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 shall 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.

25. Executory Clause:

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

26. Delivery:

Shall be F.O.B. Friendship Maintenance Shop, 31 South Branch, Friendship, New York. Maximum allowable delivery shall be ten (10) days after receipt of order. Should the contractor find that a delay is necessary due to his inability to obtain materials; such delay shall be documented from his suppliers, stating reason or reasons for delay and probable delivery date to bidder.

The bidder shall then notify Allegany County Department of Public Works of the date of shipment from his plant. Only with the aforementioned certification shall an order remain open. Prices quoted in this bid will cover all material in specifications ordered through May 1, 2019. **NO FRIDAY DELIVERIES DURING THE SUMMER HOURS, FROM THE 3RD FRIDAY IN APRIL TO THE LAST FRIDAY IN OCTOBER.**

Should the contractor fail to deliver within twenty (20) days after receipt of order, the contractor may be declared "NOT RESPONSIBLE" and be barred from future bids. In such case the award may go to the next low bidder or those items for which award was made.

27. 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 or corporation, without prior written consent of the Superintendent of Public Works.

28. 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.

29. 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 the satisfaction of Allegany County. Such action would not necessarily preclude further initiatives on the part of Allegany County to protect and preserve its interest.

30. 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
BID SPECIFICATIONS FOR HIGHWAY SIGNS, SIGN BLANKS AND POSTS
February 22, 2018**

HIGHWAY SIGNS:

Quantities: Indefinite

Thickness: Aluminum: 0.080 5052-H38 – Domestic Anodized

Reflectorization: Shall be Scotchlite

Compliance:

All signs shall be in compliance with the latest edition of the Federal Manual on Uniform Traffic Control Devices (MUTCD) or the latest revision of Title 17, Volume B of the Official compilation of Codes, Rules and Regulations of the State of New York (NYCRR).

Order:

A minimum order shall be twenty-five (25) signs consisting of one or more of any size or designation as outlined in the Federal MUTCD or Title 17B of the NYCRR including fluorescent yellow-green backgrounds. The Allegany County Department of Public Works shall be responsible for freight on orders of less than twenty-five (25) signs.

Price:

Prices quoted shall be for all materials delivered F.O.B. Allegany County DPW, 31 South Branch Street, Friendship, New York.

IN MINIMUM ORDER QUANTITIES

GROUP I:

REFLECTORIZATION SHALL BE 3M SCOTCHLITE DIAMOND GRADE FULL CUBE PRISMATIC WITH A 12 YEAR FIELD PERFORMANCE WARRANTY.

Price per square foot – Base Bids 1 & 2

Price per square inch – Base Bid 3

Base Bid #1:

Shall be aluminum with reflectorization one side with legend

- (A) One Color
- (B) Two Colors
- (C) M series 3 color County Route Markers

Base Bid #2:

Destination signs D-1, D-2, D-3 – series not to exceed 48” x variables

Base Bid #3:

Delineators reflectorized on aluminum (price per square inch)

REFLECTORIZATION SHALL BE 3M SCOTCHLITE HIGH INTENSITY PRISMATIC GRADE WITH A 10 YEAR FIELD PERFORMANCE WARRANTY

Prices quoted are per square foot (as in GROUP 1)

Base Bid #1:

Shall be aluminum with reflectorization one side with legend

(A) One color

(B) Two colors

(C) M series 3 color County Route Markers

Base Bid #2:

Destination signs D-1, D-2, D-3 – series not to exceed 48” x variables

Base Bid #3:

Delineators reflectorized on aluminum (price per square inch)

Packaging:

All cartons and/or packages shall be labeled indicating sign designation and quantity, also manufacturer of items contained.

Identification:

It is suggested that the manufacturer affix label on reverse side-showing date of manufacture as well as company name.

Successful bidders shall comply with invoice for signs supplied and a certificate of compliance for 3M Company, stating that said bidder has purchased sufficient quantity or material to manufacture those signs ordered.

Area Computation:

Square footage of area shall be computed by measuring in multiples of 6” to most extreme measurement both horizontally and vertically.

Example: 24” x 34” would go to 24” x 36” = 6 Square feet

NOTE: *ALL SIGNS SHALL HAVE WRITTEN WARRANTY AS SUPPLIED BY 3M COMPANY*

SIGN BLANKS:

All aluminum sheets (flat) shall be 5052-H38 alloy, allodized ready for application of reflective sheeting materials.

All aluminum sheets shall be furnished with standard 3/8" holes, location and corner radii as shown in the Federal Highway Administration Book, "Standard Highway Signs" along with the New York State and Federal editions of the "Manual on Uniform Traffic Control Devices".

Bidders shall submit two bids:

Price per square foot .080 gauge

Price per square foot .100 gauge

SIGN POSTS:

The 1-3/4" square tubing shall be 12-gauge material.

The 2" square tubing shall be 12-gauge material.

The 2-1/4" square tubing shall be 12-gauge material.

Steel Square Tubing 1-3/4" x 1-3/4" x 10', galvanized, punched, 4 sides.

Steel Square Tubing 2" x 2" x 4' or 10', galvanized, punched, 4 sides.

Steel Square Tubing 2-1/4" x 2-1/4" x 4' or 10', galvanized, punched, 4 sides.

Bid will be on a per foot basis. Prices to be quoted per foot on 1.12#, 1.5#, 2#, 2 1/4#, 2 1/2#, 3#, and 4# per foot posts. Quantity purchase will be made each time ordered.

U Type (Flanged Channel) Posts finished with deep green baked enamel or galvanized. Hot rolled high strength 50,000 PSI minimum yield. Punched with 3/8" holes on 1" centers.

Proposal

THE UNDERSIGNED PROPOSES TO PROVIDE SAID SERVICES 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 be 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 need 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**

**ALLEGANY COUNTY DEPARTMENT OF PUBLIC WORKS
BID PROPOSAL FOR HIGHWAY SIGNS, SIGN BLANKS AND POSTS
February 22, 2018**

GROUP 1 3M SCOTCHLITE DIAMOND GRADE SIGNS

Base Bid #1:

- (A) Aluminum One Side with legend one color \$ _____/sq. ft.
- (B) Aluminum One Side with legend two colors \$ _____/sq. ft.
- (C) M Series, 3 Color Routing Marking \$ _____/sq. ft.

Base Bid #2:

Destination Signs \$ _____/sq. ft.

Base Bid #3:

Delineators – reflectorized on Aluminum \$ _____/sq. in.

GROUP II 3M SCOTCHLITE HIGH INTENSITY SIGNS

Base Bid #1:

- (A) Aluminum One Side with legend one color \$ _____/sq. ft.
- (B) Aluminum One Side with legend two colors \$ _____/sq. ft.
- (C) M Series, 3 Color Routing Marking \$ _____/sq. ft.

Base Bid #2:

Destination Signs – reflectorized on Aluminum \$ _____/sq. ft.

Base Bid #3:

Delineators – reflectorized on Aluminum \$ _____/sq. in.

SIGN BLANKS:

- .080 GAUGE \$ _____/sq. ft.
- .100 GAUGE \$ _____/sq. ft.

SIGN POSTS:

Steel Square Tubing Galvanized, Punched 4 Sides

- 1-³/₄" x 1-³/₄" x 12 Gauge \$ _____ / ft.
- 2" x 2" x 12 Gauge \$ _____ / ft.
- 2 ¹/₄" x 2-¹/₄" x 12 Gauge \$ _____ / ft.

Sign Post Hardware Fasteners (per 500 pieces) \$ _____/500 pcs.

U Type Flange Channel,
3/8" holes on 1" centers

1.12 lb./ft.

1.33 lb./ft.

2.00 lb./ft.

2.25 lb./ft.

2.50 lb./ft.

3 lb./ft.

4 lb./ft.

PAINTED

\$ _____/ft.

\$ _____/ft.

\$ _____/ft.

\$ _____/ft.

\$ _____/ft.

\$ _____/ft.

\$ _____/ft.

GALVANIZED

\$ _____/ft.

\$ _____/ft.

\$ _____/ft.

\$ _____/ft.

\$ _____/ft.

\$ _____/ft.

\$ _____/ft.

Breakaway Strap Device for Flange Channel

(17" Long)

\$ _____/each

Breakaway Bar Device for Flange Channel

(5" Long)

\$ _____/each

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.