Legal Notice

Notice is hereby given that the Public Works Committee of the Steuben County Legislature and the Commissioner of Public Works will receive sealed bids per specifications for:

Title: Chip Spreader
Document Number: PW-20-106-B

Bid documents are available, as of this date, at the Purchasing Department, 3 East Pulteney Square, Bath, New York. Telephone number: 607-664-2484. These documents are also available on the internet; Steuben County website at www.steubencony.org.

Interested parties assume all responsibility to acquire bid information and forms.

To be considered, bids must be submitted on Steuben County bid forms and delivered in a sealed opaque envelope. Bids will be received at the Purchasing Department until 1:30 P.M. local time on Tuesday, February 25, 2020; at which time bids will be opened and read publicly.

Dated: February 5, 2020

Andrew G. Morse
Director of Purchasing
CHIP SPREADER

GENERAL TERMS AND CONDITIONS

1. Objective:
   (R042208)
   This bid document is published in order to obtain competitive prices for: Chip Spreader

   The vehicle(s) specified herein shall be used as a matter of routine to:
   a. travel a variety of road surfaces and road conditions, throughout Steuben County.
   b. operate on hilly terrain.
   c. Spread stone materials related to road/bridge construction and maintenance.

   Each unit (chassis, ancillary equipment, and all optional equipment) shall be new, unused, standard production (2020 or newer model year) equipment only. Shop worn, demonstrator, prototype, damaged and/or repaired equipment shall not be acceptable. All equipment shall be free of defect(s). Each and all units shall be delivered fully functional, with all standard, ancillary, and optional equipment installed.

2. Acquisition of Bid Documents:
   (R042208)
   a. Bid documents are available, as of this date, at the Steuben County Purchasing Department, 3 East Pulteney Square, Bath, New York. The office is open Monday – Friday, 8:30 A.M. – 4:30 P.M., except holidays. Telephone number 607-664-2484. These documents are also available on the internet; Steuben County website at www.steubencony.org.
   b. Each bidder bears sole responsibility for acquisition of bid documents. Request for bid documents to be forwarded is neither a guarantee nor an incurred obligation on the part of Steuben County to ensure requestor’s receipt of bid documents; timely or otherwise.
   c. Receipt of these bid documents, unsolicited or otherwise, shall not be construed a pre-determination of your company’s qualifications to receive a contract award. Nor shall said receipt of these bid documents be interpreted an endorsement that the recipient’s equipment, materials, products, and/or services are in compliance with the bid specifications.

3. Document Number:
   (R042208)
   a. This document has been assigned the following number: PW-20-106-B.
   b. Relevant award(s), contract(s), agreement(s), correspondence, etc. shall reference the assigned document number.
   c. It shall be understood by all interested parties that unless amended by, and only to the extent amended by, the Commissioner of Public Works or the Director of Purchasing, this document (as well as all requirements set forth herein) shall become an integral component of any and all relevant contract(s)/purchase order(s)/agreement(s).

4. Examination, Interpretation, Correction of Bid Documents:
   (R042208)
   Each bidder shall examine all bid documents and judge all matters relating to the adequacy and accuracy 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 Purchasing Department prior to the scheduled bid opening. 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 interpretation, clarification or additional information can be given.
5. **Requirements:**

(a) *Prevailing Law -*
   
   To all interested parties – any and all requirements specified herein notwithstanding, it is Steuben County’s intent that, in all instances and under any circumstance, the law of the land shall be in force. Steuben County does not knowingly request nor does it knowingly authorize action(s) which are contrary to the laws, regulations, mandates and all such statutes which are in force at any time during the term of any contract awarded as a result of this bid solicitation. Laws, regulations, mandates and all such statutes as promulgated by authorized government entities shall prevail.

(b) **Requirements –**
   
   It shall be understood and agreed by all interested parties that, unless amended (specifications modified and/or waived) by Steuben County, and only to the extent amended by the County, any and all information contained in this bid document is to be considered an essential component of the bid document and subsequent contract(s) **AND** that the bid document as published or amended represents the requirements acceptable to Steuben County. 

   **However,** any and all requirements specified herein notwithstanding, it shall be understood and agreed by all interested parties that the following shall apply:

   Steuben County reserves as its right, the right to amend (modify and/or waive) specifications where such amendment;
   
   i. does not alter the essential nature and/or performance (the form, function, and utility) of the equipment, product, or service.
   
   ii. encourages the proffer of equivalent equipment, product, or service from interested vendors and manufacturers.

(c) Unless amended (specifications modified and/or waived) by the County, and only to the extent amended by the County, this document (all information, terms and conditions, requirements, specifications, and addendum/addenda) shall prevail. If amended, said document as amended shall prevail.

   i. Award of a bid shall not be construed as approval, by the County, for the awardee to deviate from this document; regardless of whether said deviation(s) is stated in the bidder's attachment(s) to its bid.
   
   ii. Further, the County shall not be bound by the contents and language expressed in the bidder's bid attachment(s) to its bid; including any attachment(s) submitted to the bidder by manufacturers, sub-contractors, suppliers, and other parties.

6. **Preparation of Bid Documents:**

   (R042208)

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

   a. All bid forms shall be legibly completed using a permanent medium (e.g. ink, typewriter, laser printer, etc.).

      i. If the 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. In the event of a discrepancy between the price in words and that in figures, the lower price shall be considered the price bid.

      iv. 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 the bidder’s signature shall be signed by the bidder or the bidder’s authorized representative. Erasures and/or alterations shall be initialed by the individual whose signature appears on the bid forms.
c. The bidder shall submit the bid in accordance with the bid documents and shall not make any changes in the wording of the bid forms or make any stipulations or qualify the bid in any manner.

d. Unless otherwise specified by Steuben County, all bids are required to be: **FOB Destination, freight allowed. Destination to be designated by the County.**

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.

7. **Non-Collusive Bidding Clause and Certificate:**
   (R041811)
   a. Clause –
      “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 or not to submit a bid for the purpose of restricting competition.”
   
   b. The bidder shall submit a signed and dated Non-Collusive Bidding Certificate with its bid. Said certificate is mandated by Section 103-d of the General Municipal Law. Reference the “**NON-COLLUSIVE BIDDING CERTIFICATE**” form included in this bid document.

8. **Hold Harmless Clause and Form:**
   (R041811)
   a. Clause –
      “**HOLD HARMLESS.** The Agent shall at all times defend, indemnify and hold harmless the County of Steuben 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.”
   
   b. The bidder shall submit a signed and dated Hold Harmless Clause form with its bid. Reference the “**HOLD HARMLESS CLAUSE**” form included in this bid document.

9. **Iranian Energy Sector Divestment Certification:**
   (05/31/12)
   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”.
   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).

10. **Required Insurance(s) and OSHA Training:**

   a. This bid document includes an information sheet entitled: **STEUBEN COUNTY STANDARD INSURANCE REQUIREMENTS AND CERTIFICATE OF NYS WORKER’S COMPENSATION INSURANCE COVERAGE.** These requirements establish the minimum insurance(s) which the awardee(s) shall have in effect prior to entering into a contract to do business with Steuben County. Said insurance(s) are required to remain in effect throughout the term of the contract(s). In the event that the awardee’s insurance lapses during the term of the contract, the County reserves, as its right, the right to cancel the awardee’s contract(s) and to purchase the contracted product(s)/service(s) on the open market; with any increase in cost(s) to Steuben 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, and Bid Document Number**

   i. **Steuben County shall be named** as an “Additional Insured” in the contractor’s policy for all intents and purposes of contract(s) issued as a result of an award of this bid. *Note: “Additional Insured” shall read – **Steuben County**, 3 East Pulteney Square, Bath, NY 14810; reference 9.b.iii, herein.

   ii. “**Certificate Holder**” shall read – **Steuben County**, 3 East Pulteney Square, Bath, NY 14810; reference 9.b.iii, herein.

   iii. With regard to “**Additional Insured**” and “**Certificate Holder**”, unless specified to the contrary herein, the following shall not be acceptable to Steuben County:

   - Other designations such as “Steuben County Legislature”
   - Specific departments (committees, sub-groups, etc.) such as “Department of Public Works”
   - Other entities (public or private) and named individuals such as “ABC” Township, “XYZ” Corporation, “John and Mary Doe”, etc.

   iv. The **Bid Document Number and the Bid Title** shall be referenced in the “Description…” / “Additional Comments” section of the Certificate of Insurance form.

   c. Each awardee 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: Steuben County Department of Public Works, Attention: Debra Mess, Senior Acct. Clerk Typist, 3 East Pulteney Square, Bath, New York 14810 (607) 664-2460.

   d. The **Certificate of Insurance and NYS Worker’s Compensation Insurance Coverage form** must be approved by the County Risk Manager prior to the contractor’s acting on and/or performing any of the obligations it incurred as a result of the award and/or contract.

   e. Self-employed persons must carry such Worker’s Compensation coverage as directed by the Steuben County Risk Manager.

   f. **Workers’ Compensation Insurance Exemption**—

   Contractors claiming to be exempt from the requirement to carry/provide Workers’ Compensation Insurance shall submit a fully executed CE-200 form; the form to be complete, notarized, and stamped as received by the New York State Workers’ Compensation Board.

   g. **OSHA Training**—

   Wherein a contractor and Steuben County are both parties to a contract involving a public works project with an aggregate dollar value of **two hundred and fifty thousand dollars ($250,000.00) or more**; said contract shall be understood, by all parties, to include “the provisions that all of the contractor’s and sub contractors laborers, workers, and mechanics shall
be certified as having successfully completed a ten (10) hour OSHA approved course in construction safety and health.” Such requirement having been mandated by the New York State Laws of 2007, chapter 282.

In those instances where a Bid/RFP submittal is required, said certification(s) shall be included with the bidder’s/proposer’s submittal. The contractor shall not allow participation in the contracted work by its non-certified staff; i.e. all of the contractor’s non-certified laborers, workers, and mechanics.

11. **Sales Tax Exemption:**
   (R042208)
   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.

12. **NYS Labor Law; “Prevailing Wage and Supplements”:**
   (R040809)
   a. The attention of each and all bidders is directed to Articles 8 and 9 of the New York State Labor Law in general, but also specifically with regard to – “Prevailing Wage and Supplements”. Steuben County does, in good faith, identify those projects/services it believes to be – “Prevailing Wage and Supplements” projects/services. The failure of Steuben County to accurately assess the wage status of a particular project/service shall not relieve the awardee of its responsibility to perform in accordance with the above referenced articles. Interested parties are directed to contact the NYS Department of Labor, Binghamton District Office at (607) 721-8005 for a determination of project/service status.
   b. All interested parties (including, but not limited to, bidders, contractors, and sub-contractors) shall note, understand and comply with the following:
      In the event the New York State Department of Labor amends the “Prevailing Wage Rate Schedule” applicable to contracts entered into as a result of an award of this bid solicitation document, said interested party(ies) that are required to pay “Prevailing Wages and Supplements” shall be required to pay said “Prevailing Wages and Supplements” in accordance with the most current, applicable “Prevailing Wage Rate Schedule” in effect at the time the work is performed.
   c. The General Provisions of Laws Covering Workers; NYS-DOL requires as follows:
      “Every contractor and subcontractor shall submit to the Department of Jurisdiction (i.e. Steuben County), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (i.e. Steuben County) shall receive and maintain such payrolls.” As provided for, by the above referenced provisions, Steuben County is authorized to withhold payment(s) to contractors who are not in compliance with all NYS Department of Labor Law(s); with specific attention to Articles 8 and 9. **Therefore, Steuben County shall withhold payment(s) to contractors who have not submitted the initial “Certified Payroll” and the periodic “Certified Payroll(s)” as required herein.**

13. **Wicks Law Projects under $500,000.**
   (041811)
   Pursuant to Section 101 of the General Municipal Law, bidders on a public works contract, where the preparation of separate specifications is not required, shall submit with its bid a separate sealed list that names each subcontractor that the bidder will use to perform work on the contract, and the agreed-upon amount to be paid to each, for: (a) plumbing and gas fitting, (b) steam heating, hot water heating, ventilation and air conditioning apparatus and (c) electric wiring and standard illuminating fixtures. After the low bid is announced, the sealed list of subcontractors submitted with such low bid shall be opened and the names of such subcontractors shall be announced, and thereafter any change of subcontractor or agreed-upon amount to be paid to each shall require the approval of the public owner, upon showing presented to the public owner of legitimate construction need for such change, which
CHIP SPREADER
shall be open to public inspection. Legitimate construction need shall include, but not to be limited to, a change in project specifications, a change in construction material costs, a change to subcontractor status as determined pursuant to paragraph (e) of subdivision two of section two hundred twenty-two of the labor law, or the subcontractor has become otherwise unwilling, unable or unavailable to perform the subcontract. The sealed lists of subcontractors submitted by all other bidders shall be returned to them unopened after the contract award.

14. **Equivalents:**
   *(R042208)*
   Where, in the bid documents, one certain kind, type, brand, technology or product manufacturer is named, it shall be regarded as the required standard of quality. It is not meant to exclude competition in any way. Similar equipment, products, or service, which are equal in quality, performance, compatibility and equally adaptable for the intended purposes, as determined by the County, and are submitted as specified in the bid documents, will be considered and may be accepted. The decision of the County as to equal will be final.

15. **Supportive Documentation:**
   *(R042208)*
   In addition to specifications stated herein, all equipment/material/products/services shall meet or exceed current standards of the industry. All technical tolerances, ratings, power outputs or any technically specified criteria contained within these specifications are considered to be within the current state of the art and are currently being met by commercially available equipment/material/products/services. The fact that a manufacturer chooses not to produce equipment/material/products to meet these specifications shall not be considered sufficient cause to adjourn these specifications as restrictive. Bidder shall offer the equipment/material/products/services which comes closest to meeting these specifications. **Where deviation(s) from the specifications contained herein is necessary, the bidder shall note such deviation(s). Bidder shall include supportive documentation that clearly indicates the equipment/material/products/services they bid is equivalent to that specified herein. Failure to detail all such deviations will comprise sufficient grounds for rejection of the entire bid.**

16. **Protection from Claim Against “Or Equal”:**
   *(R042208)*
   In the event of any claim concerning or relating to the issue of “equal or better” or “equal”, the awardee agrees to hold the County of Steuben free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever. The County is to be free and harmless for any and all legal fees and court costs.

17. **Addendum/Addenda:**
   *(R041811)*
   a. If an addendum has been issued prior to the County’s receipt of bids; Steuben County shall attempt to notify potential bidders known to have received the bid documents and whose contact information is on file with the County. Steuben County does not ensure the potential bidder’s receipt of addendum. It shall be the responsibility of each bidder, prior to submitting its bid, to contact the Director of Purchasing (607) 664-2484, to determine if an addendum has been issued.
   b. Addendum shall be available for review and/or copy at the Purchasing Department, Room No. 217 of the Steuben County Office Building located in Bath, New York.
   c. It is a requirement that the bidder sign, date, and include the addendum with its bid submittal. Failure to do so may result in rejection of bid.

18. **Multiple/Alternate Bid Submittal(s):**
   *(R042208)*
   For those bidders intending to submit multiple/alternate bids in response to this bid solicitation; the bidder is required and shall submit a completed bid documents packet for each bid submitted.
19. **Submittal of Bid(s):**

   (R042808)
   a. For each bid it submits, the bidder shall submit two (2) sets of its bid; including all required documents (e.g. signed clauses, statements, forms, bonds, insurance, manufacturer’s specifications, etc.)
      i. One (1) set shall be stamped (or otherwise indicated) as being the “ORIGINAL.”
      ii. One (1) set shall be stamped (or otherwise indicated) as being the “DUPLICATE” or “COPY.”
      iii. Information presented in the “ORIGINAL” set of the bid submittal shall prevail.
   b. **Requirements for Addressing the Bid Submittal Envelope**:
      i. The bid shall be submitted in a sealed opaque envelope marked on the outside with: the bidder’s name and address and the designation: “Sealed Bid – Chip Spreader”
      ii. The envelope shall be addressed to Andrew G. Morse, Director of Purchasing, Steuben County Office Building, 3 East Pulteney Square, Bath, New York 14810.
   c. Bids shall be received at the Purchasing Department, Room #217 of the Steuben County Office Building, until 1:30 P.M. local time on **Tuesday, February 25, 2020**, 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 Steuben County Office Building. Interested parties, especially respondents who intend to hand deliver bids and/or conduct business with the Steuben County Purchasing Department 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 Purchasing Department by the appointed hour.

20. **Late Bids:**

   (R042208)
   Bidders 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 bidder’s risk. Late bids shall not be considered and shall be returned unopened.

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

   (R042208)
   a. Steuben County reserves as its right, the right to require clarification from bidders for the purpose of assuring a full understanding of the bidder’s responsiveness to the solicitation requirements.
   b. Steuben 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).

22. **Civil Rights:**

   (R042208)
   The County of Steuben, 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 bidders that it 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.

23. **Award of Bid:**

   (R042208)
   For the purposes of this bid and subsequent award(s), **it is intended that award be made on a line item basis to the lowest “Total Extended Line Item Price Bid” for the line item determined to best meet the needs of Steuben County; as determined by Steuben County.**
a. Award(s) shall only be made to bids submitted by qualified, responsive, and responsible bidders who sufficiently meet the terms, conditions, and specifications stated herein. However, under all circumstances and all statements to the contrary notwithstanding, Steuben County reserves as its right, the right to determine award(s)/awardee(s) in accordance with the best interest of Steuben County.

b. Award of bid is not made at the bid opening. All bids are subject to final review and acceptance by the appropriate committee(s) of the Steuben County Legislature before any award may be made. Receipt of bids by the County shall not be construed as authority to bind the County.

24. **Executory Clause:**
(R041811)
Steuben County shall have no liability under any contract or contracts to any awardee or to anyone else beyond funds appropriated and available for the purposes of this bid document and resultant contract(s).

25. **Assignability:**
(R042208)
The awardee shall not assign, transfer, convey, sub-contract, sublet or otherwise dispose of all or portions of the contract (and/or work to be performed as a result of the contract) or its right, title or interest therein, or its power to execute such contract, or its responsibility therein to any other person, company or corporation, without the prior written consent of the Commissioner of Public Works and the Steuben County Public Works Committee.

26. **Authorized Purchase(s):**
(R042208)
The County’s assumption of responsibility for any and all purchases made on its behalf is in the form of a Purchase Order which is numbered, dated, complete, and bears the signature of the Director of Purchasing or other official; as designated by the Steuben County Legislature. Steuben County shall not be responsible for unauthorized purchases.

27. **Awardee’s Failure to Comply:**
(R042208)
The awardee’s failure to perform in compliance with the bid award shall result in a withholding of payment. The payment shall be withheld until such time as the awardee fulfills its responsibilities. Compliance shall be determined by and to the satisfaction of Steuben County. Such action would not necessarily preclude further initiatives on the part of Steuben County to protect and preserve its interests.

28. **Sufficient Inventory, Equipment, and Staff:**
(R042208)
Awardee is required to have sufficient inventory, equipment and staff available and/or have guaranteed access to sufficient inventory, equipment and staff to fulfill its responsibility as a result of receiving the bid award.

Failure of the awardee to fulfill its responsibility shall be sufficient cause for and entitle Steuben County to:

a. **Damages**
and/or

b. Purchase the contracted product(s)/service(s) on the open market; with any increase in cost(s) to Steuben 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.

29. **Cancellation of Contract:**
(R042208)
Steuben County reserves, as its right, the right to cancel the contract(s) resulting from an award of this bid solicitation at any time during the contract period, without penalty to Steuben County and without
stated reason, by delivering a written ten (10) day notice of intent to the awardee(s) or its representative(s). Said notification mailed to the awardee or its representative via the US Postal Service; First Class Mail shall be considered sufficient and delivered.

30. **Standard(s):**
(R070208)
It shall be understood by all parties that:

a. Where in this bid document, compliance with a certain standard (or standards) is required, the awardee shall be required to comply with said standard(s) in its most recent revised form; i.e. the most current revision. The term “standard(s)” shall include, but is not limited to, all laws, mandates, regulations, etc. established by government bodies, as well as established industry and professional standards.

The following are by way of example only and shall not be considered “all-encompassing”:

<table>
<thead>
<tr>
<th>Standard:</th>
<th>Established By:</th>
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<tbody>
<tr>
<td>ASTM</td>
<td>American Society for Testing Materials</td>
</tr>
<tr>
<td>ANSI</td>
<td>American National Standards Institute</td>
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<tr>
<td>US-EPA/Federal EPA</td>
<td>United States Environmental Protection Agency</td>
</tr>
<tr>
<td>NYS DOT</td>
<td>New York State Department of Transportation</td>
</tr>
</tbody>
</table>

b. Regardless of whether or not standards* are specified herein, it shall be deemed a requirement that all awardees adhere to the most current Government, Industry and Professional standards; regardless of whether those standards are established via dictum or “common practice”.

*See a. above

31. **Interchangeable Terminology:**
(R042208)
For the purpose(s) of this bid solicitation, the following terms are used interchangeably:

a. Steuben County, County and Owner.

b. Steuben County Commissioner of Public Works and Commissioner.

c. Bid Documents, Bid Solicitation, and Bid Specifications.

d. Awardee, Contractor, and Vendor.

e. Vehicle(s), Equipment, and Machine/Machinery; where in this document it can readily be determined that any of these terms is specifically referring to the complete unit or the main component of the bid specifications.

32. **Bidder’s List:**
(R042208)
A “Bidder’s List” shall not be made available prior to the bid opening.

33. **Contact Personnel:**
(R041811)
Questions, concerns, and/or requests for clarification should be directed to:

Andrew G. Morse, Director of Purchasing.

Telephone (607) 664-2484.

34. **Purchases by Other Local Government and School Districts.**
New York State General Municipal Law allows all political subdivisions of New York State to make purchases through the resulting contract(s). Services subject to Article 9 of the NYS Labor Law are excluded from this participation.

a. The County of Steuben shall make all contract award information available to other political subdivisions through our website: [www.steubencony.org](http://www.steubencony.org).
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b. Any other political subdivision will issue purchase orders directly to vendors within the specified contract period referencing the County’s contract and shall be liable for any payments due on such purchase orders; and shall accept sole responsibility for any payment due.

c. All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made.

d. No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.

e. All bidders shall be on notice that as a condition of the award of a County contract, the successful bidder shall accept the award of a similar contract with any other political subdivision in New York State, if called upon to do so. The County, however, will not be responsible for any debts incurred by the participants pursuant to this or any other agreement.

f. Necessary deviations from the County’s specifications in the award of a participant contract, whether such deviations relate to quantities, color or delivery points shall be resolved between the successful bidder and the other political subdivisions.

g. At no time shall any change to price and product specification be permitted, except where an item has been replaced by another item due to obsolescence. In this instance, the County must approve a change of product in WRITING in order for it to be valid. In the event a product substitution is approved, no change in price will be permitted except when the price will be lower than the originally awarded price.

h. The successful awardee shall hold the bid price for ninety (90) days from date of award.
GENERAL INFORMATION AND REQUIREMENTS

Qualifications:

As part of its bid response, each bidder shall include its manufacturer’s authorization to sell/sell and install the manufacturer’s product(s), sell/sell and install OEM replacement parts, perform warranty work, and make repairs to the manufacturer’s product(s). The County shall be free to make any inquiry(ies) it deems necessary to ascertain the qualification(s) of the bidder and/or the accuracy of statements made by the bidder as to its qualification(s).

Quantity(ties):

Steuben County intends, but does not guarantee, to purchase a quantity of one (1) Chip Spreader; as specified in this bid document. Reference “Bid Page #1”.

Price Bid:

This document solicits pricing for: Chip Spreader.

1. The bidder shall submit pricing for one (1) line item:
2. The bidder shall submit an “In Toto Price Bid per Complete Unit” i.e. Chip Spreader; complete unit, including all ancillary equipment and all optional equipment specified herein. The term “In Toto Price Bid per Complete Unit” shall be understood to mean – the aggregate of all costs billable to Steuben County, as a whole cost, lump sum per complete unit. Said “In Toto Price Bid per Complete Unit” shall include, but is not limited to; delivery, New York State Inspection, dealer “prep”, training, manuals and software, and standard warranty. Further, the bidder shall submit the “Total Extended Line Item Price Bid” for the line item.

Method of Award:

The contract, if awarded, will be to the lowest responsive/responsible bidder(s) in part or in whole who meet(s) all the terms of the specifications. The County guarantees no minimum or maximum purchases or contracts as a result of award of this bid. Steuben County reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between Steuben County and the vendor. Additionally, the County reserves the right to purchase any goods or services included as a part of this bid from any means legally available to it at any time.

Bid Surety:

1. The bidder shall include a fully executed original bid bond with its submittal. The bid bond shall be issued by a surety company authorized to do business in New York State. The bond shall be in the amount of five thousand dollars ($5,000.00). A certified check, Cashier’s check, or a bank issued Irrevocable Standby Letter of Credit may be submitted in lieu of a bid bond.
2. The bid surety shall state the bid document title and document number. Said surety shall be made payable to: Steuben County Finance.
3. Requirement for additional bid bond(s) -
   a. A bidder submitting more than one (1) bid shall be required to submit a fully executed original bid bond with each bid submittal. Exception(s) shall not be made for this requirement.
   b. This clause requires the bidder to submit “a fully executed original bid bond with each bid submittal” the bidder submits. Where a bidder submits a bid for a specific cab-chassis but also submits various configurations, brands and/or choices for the components comprising the complete
vehicle, each of the “various configurations, etc.” of the complete vehicle shall be considered a separate bid (“stand alone bid”, “free standing bid”, “unencumbered by a relationship with/reliance on another of its bid submittals”) and therefore, the bidder shall be required to submit a “fully executed original bid bond with each bid submittal” for and with each of the “various configurations, etc” of the complete vehicle it submits for consideration of award.

Standards, Codes, and Laws:

The equipment proposed for sale to Steuben County shall comply with all applicable standards, codes, laws, rules, and regulations; including, but not limited to, those promulgated by OSHA, MSHA, New York State Department of Motor Vehicles, the National Highway Safety Administration, and Federal – EPA Engine Emissions Standards.

Title:

The awardee shall furnish the County with a free and clear title to the equipment at the time of delivery.

Manufacturer(s):

The manufacturer shall be a company recognized within the industry as an experienced, reliable, and competent producer of the category of equipment specified herein.

Product Information and Literature:

1. A complete description of the proposed equipment; including, but not limited to, the following information: manufacturer, model, year.
2. Manufacturers’ literature and specification sheets; supporting documentation which clearly indicates the proposed equipment is in compliance with bid specifications.
3. Engine performance and flow chart(s).

Vehicle Service Information:

The bidder’s submittal shall include information regarding its service work/service capabilities; including, but not limited to, service manager’s name, telephone number, service location, service response time, and standard hours of operation.

Instruction/Staff Training:

The awardee shall provide designated County personnel with on-site instruction/training in the proper operation and maintenance of the equipment. Said instruction/training shall be conducted on three (3) occasions for a period of time not less than twenty-four (24) hours in duration. Said instruction/training shall be conducted at a time and date acceptable to Steuben County.

Manuals, Maintenance and Diagnostic & Repair Software:

1. The awardee shall be required to furnish, at no additional cost to Steuben County, one (1) complete set of manuals (maintenance, operation, service, and parts listing) for each vehicle purchased. All manuals shall be furnished at time of vehicle delivery.
2. The awardee shall be required to furnish, at no additional cost to Steuben County, one (1) complete set of Maintenance and Diagnostic & Repair software; including, but not limited to, software applicable to the engine, transmission and hydraulic system and all applicable data links to connect to lap top. All software shall be furnished at the time of the vehicle delivery.
CHIP SPREADER

3. Manufacturers of said product(s) shall provide diagnostic information to be accessible by Steuben County to make all necessary repairs provided from software.

Delivery:
(R042208)

1. **Delivery Time** – The equipment purchased as a result of an award of this bid solicitation shall be delivered to the specified County site on or within **ninety (90)** calendar days of the County’s date of bid award.

2. **Delivery Site** – The equipment shall be delivered to the **Steuben County Department of Public Works, Station #2, 7029 County Route 113, Bath, NY 14810**.

3. **Delivery Notification** – The vendor shall notify the County of its intent to deliver the equipment at least seventy-two (72) hours prior to delivery. **Contact Person – Jerry Miller, Machine Shop Supervisor (607) 664-2393**.

4. All responsibility, liability, and cost associated with the delivery of the equipment shall be borne by the vendor.

Parts and Components Availability and Delivery:
(R061208)

1. **Short Term Parts Availability and Delivery:**
   This requirement shall be enforce for the term of the warranty. The awardee shall have sufficient inventory of new, OEM parts and components available and/or have guaranteed access to sufficient inventory of new, OEM parts and components to fulfill its responsibility as a result of this bid award. Parts and/or components shall be delivered to the County no later than five (5) standard Steuben County work days after receipt of order (ARO).

2. **Long Term Parts Availability:**
   New OEM parts and/or components must be available for a minimum period of ten (10) years from date of equipment delivery.

Warranty:
(R042208)
The bidder shall submit manufacturer’s standard warranty information with its bid. Warranty coverage must be acceptable to Steuben County. Any and all warranty requirements specified herein notwithstanding, the County reserves as its right, the right to negotiate an acceptable warranty with any and all bidders. Said negotiation would transpire after the bid opening but prior to award. Said negotiation would not allow for modification of bid price(s). Further, the County reserves as its right, the right to reject any and all bids where an acceptable warranty cannot be agreed upon.

Contact Person:
(R042208)
Questions, concerns, and/or requests for clarification which are specific to the technical requirements stated in this bid document should be directed to:

Jerry Miller, Machine Shop Supervisor
Steuben County Department of Public Works
3 East Pulteney Square, Bath, NY
(607) 664-2393
1. It is the intent of these specifications to describe a Chip Spreader in sufficient detail to secure bids on comparable equipment. All parts not specifically mentioned, but which are necessary to provide a complete Chip Spreader, shall be understood to be a required specification of this bid document and said parts shall conform in strength and quality of material and workmanship to what is generally provided by the industry.

2. The Chip Spreader; including all ancillary equipment and all optional equipment specified herein, shall be new, unused, current production (2020 or newer model year) equipment only. Reference – GENERAL TERMS AND CONDITIONS section, Objective clause of this bid document.

3. “EQUIPMENT SPECIFICATIONS” section and Product Equivalence – The “EQUIPMENT SPECIFICATIONS” section is an integral portion of the bid document and bidder’s response. It shall be completed by the bidder and submitted as part of its bid response. It is the bidder’s responsibility to indicate whether or not the equipment it bids, MEETS or DOES NOT MEET each listed specification. In those instances where the proposed equipment does not meet specification, the bidder shall describe the equipment it is proposing and explain the equipment’s deviation and equivalence. Note: It is accurate to deduce that many of the specifications reflect a Etnyre Standard Chip Spreader. However, be advised and assured that the County intends to comply fully with New York State General Municipal Law in its entirety and specifically, NYS-GML Section 103. Reference the General Terms and Conditions section, Equivalents clause, and Supportive Documentation; Exceptions to Specifications clause, of this bid document.

4. Equipment Uniformity Requirements – Irrespective of the number of units (quantity of complete vehicle)* to be purchased by Steuben County; where in its bid submittal, the bidder offers “units” (plural) of complete vehicle for sale to Steuben County, all “units of complete vehicle”, including all components of said vehicles shall be identical in composition, i.e. the manufacturer, model, and model year for each vehicle and vehicle component shall be identical. It shall not be acceptable for the vendor to “mix and match” the vehicles and/or vehicle components. *Reference applicable clause(s) and “Bid Page(s)”.

5. The County will accept and consider bid submittals proposing machinery/equipment with structural and/or performance characteristics which exceed those specified herein. However, no additional merit (no increased benefit in consideration) shall be given to proposed machinery/equipment simply on the basis of characteristics which exceed the specifications stated herein; an exception to this would be allowed in the evaluation of tie bids.

6. The Chip Spreader; including all ancillary equipment and all optional equipment specified herein, not conforming to the awarded specifications shall be rejected. It shall be the responsibility of the manufacturer, manufacturer’s representative, and awardee to conform to all specifications and requirements unless deviations have been specifically cited by the bidder and award made on the basis of such deviations.
**CHIP SPREADER**

**EQUIPMENT SPECIFICATIONS;**

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<tr>
<th>BIDDING COMPANY NAME:</th>
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<th>MANUFACTURER'S NAME:</th>
<th>MODEL:</th>
<th>MODEL YEAR:</th>
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**EQUIPMENT SPECIFICATIONS**

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<th>MEETS SPECIFICATION</th>
<th>DOES NOT MEET SPECIFICATION; EXPLAIN</th>
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It is the intent of this specification to describe a Hydrostatically Driven, Self-Propelled, Four (4) Wheel Drive Chip Spreader:

**Capacity / Dimensions:**
1. The Hydrostatically Driven Chip spreader shall have the capability, while operating, to tow a 56,000 pound GVW loaded dump truck up at least an 18% grade.
2. The self-propelled 4 Wheel Drive Chip Spreader shall be designed and constructed to supply a uniformly distributed application of cover and seal coat aggregates over a width ranging from 11 ft. to 22 ft. in 1'-0" increments.
3. The overall length shall be not more than 27 feet. and transport width of less than 11'-6".
4. Total wheel base shall be not more than 160".

**Engine:**
1. Six (6) cylinder turbo-charged diesel engine with a minimum rating of 275 horsepower and to include electric start, alternator, voltage regulator and 1400 cca 12 volt batteries. Engine shall have dry type air cleaner, disposable element type oil filter, heavy-duty cooling, electric throttle actuator. Engine shall have high water temperature / low oil pressure warning system.
2. Engine to meet all E.P.A. Tier III requirements.
3. Fuel capacity; minimum 75 gallons.
4. Must include engine warning system.

**Four (4) Wheel Hydrostatic Drive:**
1. Four wheel hydrostatic drive providing infinitely variable forward and reverse speeds from 0 to no less than 19 mph.
2. The front and rear drives shall be driven by 160 cc variable displacement hydraulic motors through a differential and planetary drive wheel ends.

**Transmission:**
1. The Electronically controlled variable hydrostatic 125 cc pump driven by direct engine bell housing mount, electronically controlled variable hydrostatic motors directly coupled to the front and rear axles. Infinite working speed range 0 to 19 M.P.H.
2. Engine fan cooled oil cooler with total return flow capacity.
3. Hydraulic reservoir minimum capacity to be 85 gallons.

(R011420)
## EQUIPMENT SPECIFICATIONS CONTINUED;

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<tr>
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### EQUIPMENT SPECIFICATIONS

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<tr>
<td><strong>Tires &amp; Wheels:</strong></td>
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<tr>
<td>1.385/65R22.5 tubeless, radial, wide base tires mounted on heavy duty painted steel disc wheels or equivalent.</td>
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<tr>
<th><strong>Operator’s Station:</strong></th>
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<tbody>
<tr>
<td>1. One control console station which can be manually moved from side to side for total operational control from either side of the chip spreader.</td>
</tr>
<tr>
<td>2. Joystick to control forward/reverse and rate of speed.</td>
</tr>
<tr>
<td>3. Instruments panel shall have digital display for application rate, product size, speed, oil pressure, coolant temperature, battery voltage, hydraulic oil temperature, percent of fuel remaining, engine hours and engine RPM’s.</td>
</tr>
<tr>
<td>4. All engine and hydraulic alarm system with lights and buzzer shall be included.</td>
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<tr>
<td>5. Shall include a lockable control panel cover for vandal protection and one adjustable suspension seat with armrests.</td>
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<tr>
<td>6. Speed adjustments for conveyor and auger functions.</td>
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<tr>
<td>7. Unit to include secondary control unit to allow second operator to increase the width of the hopper while the main operator is driving/steering the machine.</td>
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<tr>
<th><strong>Steering:</strong></th>
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<tr>
<td>1. Full hydrostatic power steering from 1.22 cc fixed displacement gear pump, with dedicated flow independent of engine speed. Turning radius shall be approximately 17 feet.</td>
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<tr>
<th><strong>Conveyors:</strong></th>
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<tr>
<td>1. Must have two independently activated conveyors with minimum 24 inch wide belts.</td>
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<tr>
<td>2. Each powered by a load sensing 74 cc variable displacement pressure compensated hydraulic pump and a high torque 19.0 C.I.R. hydraulic motor, with direct drive to the head pulley.</td>
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<tr>
<td>3. Electric switches for each conveyor control to have easy access mechanical override.</td>
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<tr>
<td>4. Hooded, aggregate deflectors to be located at the head of each conveyor.</td>
</tr>
<tr>
<td>5. 24 degree troughing idlers are to be of quick removable type and the tail pulley to be adjustable for insuring proper belt alignment.</td>
</tr>
<tr>
<td>6. Each belt to have automatic on/off controls to control aggregate level in the spread hopper.</td>
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<tr>
<td>7. There shall be an override control to enable the operator to manually start or stop the conveyors as needed.</td>
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(R011420)
### Variable Width Spread Hopper:

1. Shall be 10 feet to 20 feet variable width, two section hopper system. Hoppers shall be capable of varying the spreading width on the run.
2. No bolt-on sections excepted.
3. Each hopper shall include hydraulic driven augers and spread rollers. Spread rolls to be no less than 6” in diameter and constructed of heavy wall tubing.
4. Spread rolls shall be hydraulically driven and actuated by power gate opening control.
5. The hydraulic system to have all pumps, hoses, valves, cylinders and controls to operate system.
6. Operating controls shall be capable of being located at both the driver and front co-operator stations.
7. The hoppers shall have expandable metal in the top of each hopper with replacement grates under the conveyor hoods.
8. Include, individual electric / air controlled one foot gates, to allow aggregate spreading in one foot increments across the variable width hopper by individual gate controls which can be open/close from the operator’s station.

### Application Rate Computer:

1. The Application Rate Computer shall monitor the actual speed of the Chip spreader, and varies gate opening in order to maintain the set application rate in lbs./ square yard, of the selected aggregate, regardless of the speed of the unit.
2. The computer shall be able to store five different aggregate / application rate setting in its memory.
3. The application rate should be able to vary as desired while operating or to select a different 7 pre-set combination at any time.
4. Unit to include sensor for height of head off ground so head automatically raises or lowers to correct distance off the road surface as terrain and elevation changes.

### Receiving Hopper:

1. Hopper shall be a minimum of 120 inches wide with a capacity of approximately 4 cubic yards.
2. Hopper to have hydraulically folding paver style wings controlled from the operator’s station.
3. Shall include heavy duty hopper skirt ing and an adjustable flow gate for each conveyer belt.
## EQUIPMENT SPECIFICATIONS CONTINUED;

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<tr>
<th>BIDDING COMPANY NAME:</th>
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<th>MODEL YEAR:</th>
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<tr>
<td>MANUFACTURER’S NAME:</td>
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### Equipment Specifications

#### MEETS SPECIFICATION

<table>
<thead>
<tr>
<th>Brakes</th>
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<tbody>
<tr>
<td>1. Mechanical axles front and rear having hydraulic internal drum brakes controlled by pressing down on the foot pedal actuator.</td>
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<tr>
<td>2. Include a spring applied, hydraulic release fail safe parking brake in the driveline that automatically applies if hydraulic or electrical power is lost.</td>
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#### DOES NOT MEET SPECIFICATION; EXPLAIN

<table>
<thead>
<tr>
<th>Truck Hitch</th>
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<tr>
<td>1. This unit shall be equipped with a positive, self-locking “railroad” type adjustable truck hitch, which can be electronically released from the drivers or front operators positions.</td>
</tr>
<tr>
<td>2. Hitch height to be electrically controlled from the drivers position. Adjustment range 8” to 20” in height and 4” fore and aft.</td>
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<tr>
<td>3. Bidder to coordinate the Steuben County to ensure provided hitch will connect to owner’s existing equipment.</td>
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</table>

#### Miscellaneous:

| 1. This unit is to have headlights, double strobe light beacons, LED stop and tail lights and turn signals with flashers switch. |
| 2. Unit also to have front fender on each side. |
| 3. An electric horn and electric back-up warning alarm is to be furnished. |
| 4. The unit to have one full length walkway with skid resistant surface adjacent to one side of the conveyor system. |
| 5. A steel lockable toolbox shall be mounted under the main deck. Minimum Size to be 30” Long x 12” Deep x 12” Tall with trays within for smaller items. |

#### Paint:

| 1. Unit is to be painted Omaha Orange or equivalent color to match counties current fleet of equipment. |

#### Accessories to be included:

| 1. Umbrella for Operator’s Station. |
| 2. Unit to include removal standard 40 channel CB radio. Radio to be located in covered protective box or within operator’s control station for use by the operator. |
| 3. Vendor to supply two (2) extra sets of filters; Fuel, Air and Hydraulic. |
| 4. Vendor to supply Factory Mounter Fire extinguisher. |
| 5. Vendor to supply seat cover. |

#### Other Requirements:

| 1. Ability to raise and lower the head to allow easier maneuverability on and off the transport trailer. |

#### Warranty:

| 1. Warranty will be for a period of twelve (12) months from the date the chip spreader is placed in service by Steuben County. |
CHIP SPREADER

FILE DAY, DATE & TIME: **Tuesday, February 25, 2020**, 1:30 p.m. local time
LOCATION: Steuben County Office Building
          Purchasing Department
          3 East Pulteney Square
          Bath, New York 14810

BID PAGE 1

The undersigned, having an integral understanding of the objective/scope, terms and conditions, specifications and awardee’s responsibility as stated in the bid documents, does hereby bid to provide items and/or services as stated below and pursuant to the bid documents.

(R042208)

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Model</th>
<th>Model Year</th>
<th>Warranty Term</th>
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Bidder must check one box:

☐ The equipment proposed by the bidder is compliant with the specifications exactly as written.

☐ The equipment proposed by the bidder is compliant with the overall specifications **but** includes deviations as indicated and explained.

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<th>Intoto Price Bid per Complete Unit</th>
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$“Intoto Price Bid per Complete Unit” written in words:

PLEASE PRINT OR TYPE:

Company Name: ___________________________ Federal Employee ID #: ___________________________

Company Address: _______________________________________________________________________

Name: ___________________________ Title: ___________________________

Signature: ___________________________ Date: ___________________________

Telephone No.: ___________________________ Fax No.: ___________________________

(R042208)
NON-COLLUSIVE BIDDING CERTIFICATE

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 or not to submit a bid for the purpose of restricting competition.

PLEASE PRINT OR TYPE:

Company Name: ______________________________________ Federal Employee ID #: ____________________________

Company Address: __________________________________________________________________________________________

Name: __________________________________________________ Title: _____________________________________________

Signature: ___________________________________________ Date: _____________________________

Telephone No.: ______________________________________ Fax No.: ____________________________________________
HOLD HARMLESS CLAUSE

The Agent shall at all times defend, indemnify and hold harmless the County of Steuben 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.”

(R041811)
Certification Pursuant to Section 103-g of the New York State General Municipal Law

Page 1

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 is 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).”

   Steuben 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 cannot make the certification as set forth in subdivision (a) above, 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 Steuben 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 Steuben 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.

(05/31/12)

____________________________   ______________________________
Signature     Title

____________________________ ________________________________
Company Name    Date

STATE OF NEW YORK)
COUNTY OF ___________________) 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 of 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 the instrument.

____________________________________ Notary Public
CHIPS SPREADER

STEUBEN COUNTY STANDARD INSURANCE REQUIREMENTS

Prior to commencement of work, delivery of services, acquisition of merchandise or equipment a Certificate of Insurance and a policy endorsement covering items A, B & C must be delivered to the County Department responsible for the agreement, and to the County Risk Manager. A Certificate of insurance may be used to show coverage only.

ITEMS:

A. Steuben County, 3 East Pulteney Square, Bath, N.Y., 14810 shall be named as an additional insured (for the purposes of coverage but not the payment of premium).

B. ACKNOWLEDGEMENT: The insurance companies providing coverage acknowledge that the named insured is entering into a contract with Steuben 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 will cover the liability assumed under the County-Contractor agreement.

C. Prior to non-renewal, cancellation or a change of coverage on this policy, at least thirty (30) days advance written notice shall be given to Steuben County Risk Manager at Steuben County Offices, 3 Pulteney Square East, Bath, N.Y. 14810

Workers’ Compensation Coverage will be required for anyone doing any kind of work for Steuben County. This includes self-employed individuals. The Steuben County Risk Manager may waive this requirement. Proof of Workers’ Compensation Coverage must be submitted on NYS Workers’ Compensation Board Approved Forms.

MINIMUM COVERAGES AND LIMITS ARE

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<thead>
<tr>
<th>TYPE OF CONTRACT</th>
<th>COVERAGES REQUIRED</th>
<th>LIMITS REQUIRED</th>
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<tbody>
<tr>
<td>PROFESSIONAL SERVICES</td>
<td>PROFESSIONAL LIABILITY</td>
<td>MINIMUM $1,000,000</td>
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<td>AUTO LIABILITY TO INCLUDE: OWNED, HIRED &amp; NON OWNED</td>
<td>MINIMUM $1,000,000</td>
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<td>WORKERS’ COMPENSATION</td>
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<td>EMPLOYERS LIABILITY</td>
<td>STATUTORY</td>
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<td>DISABILITY BENEFITS</td>
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</tr>
<tr>
<td>CONSTRUCTION &amp; MAINTENANCE</td>
<td>COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES &amp; OPERATIONS, PRODUCTS &amp; COMPLETED OPERATIONS, CONTRACTUAL, BROAD FORM PROPERTY DAMAGE, (XCU HAZARDS)</td>
<td>MINIMUM $1,000,000</td>
</tr>
<tr>
<td></td>
<td>AUTO LIABILITY TO INCLUDE: OWNED, HIRED, &amp; NON OWNED</td>
<td>MINIMUM $1,000,000</td>
</tr>
<tr>
<td></td>
<td>WORKERS’ COMPENSATION</td>
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</tr>
<tr>
<td></td>
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</tr>
<tr>
<td></td>
<td>DISABILITY BENEFITS</td>
<td>STATUTORY</td>
</tr>
<tr>
<td>ACQUISITION OF SUPPLIES OR EQUIPMENT</td>
<td>COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PRODUCTS &amp; COMPLETED OPERATIONS, CONTRACTUAL, BROAD FORM PROPERTY</td>
<td>MINIMUM $1,000,000</td>
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<tr>
<td>COUNTY PROPERTY USED BY OTHERS</td>
<td>COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES &amp; OPERATIONS, PRODUCTS &amp; COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR LEGAL LIABILITY</td>
<td>MINIMUM $1,000,000</td>
</tr>
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<td></td>
<td>AUTO LIABILITY TO INCLUDE: OWNED, HIRED, &amp; NON OWNED</td>
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<tr>
<td>CONCESSIONAIRE SERVICES</td>
<td>COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES &amp; OPERATIONS, PRODUCTS &amp; COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR</td>
<td>MINIMUM $1,000,000</td>
</tr>
<tr>
<td></td>
<td>AUTO LIABILITY TO INCLUDE: OWNED, HIRED, &amp; NON OWNED</td>
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<td></td>
<td>DISABILITY BENEFITS</td>
<td>STATUTORY</td>
</tr>
</tbody>
</table>

Bid specifications, particular contracts, leases or agreements may require increased limits and/or additional coverage. If there are questions please contact the Steuben County Risk Manager 607-664-2104

(R042011)
# CERTIFICATE OF NYS WORKER’S COMPENSATION INSURANCE COVERAGE

<table>
<thead>
<tr>
<th>1a. Legal Name and Address of Insured (Use street address only)</th>
<th>1b. Business Telephone Number of Insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)</td>
<td>1c. NYS Unemployment Insurance Employer Registration Number of Insured</td>
</tr>
<tr>
<td>1d. Federal Employer Identification Number of Insured or Social Security Number</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</th>
<th>3a. Name of Insurance Carrier</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steuben County 3 E. Pulteney Sq. Bath, NY 14810</td>
<td>3b. Policy Number of entity listed in box “1a”:</td>
</tr>
<tr>
<td>3c. Policy effective period: to</td>
<td>3d. The Proprietor, Partners or Executive Officers are:</td>
</tr>
<tr>
<td>3d. all included. (Only check box if all partners/officers included)</td>
<td>3d. all excluded or certain partners/officers excluded.</td>
</tr>
</tbody>
</table>

This certifies that the insurance carrier indicated above in box “3” insures the business referenced above in box “1a” for workers’ compensation under the New York State Workers’ Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers’ compensation insurance policy.) The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box “2”.

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent or until the policy expiration date listed in box “3c”, whichever is earlier.

Please Note: Upon the cancellation of the workers’ compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers’ Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers’ Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: ____________________________
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: ____________________________
(Signature) (Date)

Title: ____________________________

Telephone Number of authorized representative or licensed agent of insurance carrier: ____________________________

Please note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are NOT authorized to issue it.