

MINIMUM SPECIFICATIONS FOR

One (1) NEW AND UNUSED
2018 MODEL YEAR
4 to 4.5 CUBIC YARD, 4 WHEEL DRIVE, ARTICULATED
WHEEL LOADER

FOR
CATTARAUGUS COUNTY DEPARTMENT OF PUBLIC WORKS
HIGHWAY DIVISION

OFFICE OF THE CLERK
CATTARAUGUS COUNTY LEGISLATURE
303 Court Street
Little Valley, NY 14755

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CATTARAUGUS COUNTY

DEPARTMENT OF PUBLIC WORKS

Development – Progress – Workmanship

Commissioner

*Kathleen M. Ellis
Deputy Commissioner*

*Mark C. Burr, P.E.
Director of Engineering*



*Jack Ellis Drive
8810 Route 242
Little Valley, New York 14755
Phone (716) 938-9121
FAX (716) 938-2753*

ADVERTISEMENT FOR BIDS

Sealed bids for the purchase of certain materials, equipment, and/or services, for the Cattaraugus County Department of Public Works, according to specifications, will be received by the undersigned, at the Department of Public Works Facility, 8810 Route 242, Little Valley, New York, until **Wednesday, February 7, 2018 at 1:45 P.M.** after which they will be publicly opened at **2:00 P.M.** (at the *same location*), by the undersigned, under the direction of the Public Works Committee of the Cattaraugus County Legislature. Each bid, at the time it is received, will be stamped showing date and time of receipt.

ALL BIDS MUST BE SEALED AND CLEARLY MARKED:

Any bid not clearly marked will not be considered.

DPW BID # 22 - One (1) New & Unused, 2018, 4 to 4.5 Cu. Yd., 4 Wheel Drive, Articulated Wheel Loader

Bidding sheets and instructions may be obtained online at www.cattco.org/bid-request, or at the Cattaraugus County Department of Public Works, 8810 Route 242, Little Valley, New York, 14755. Phone Dawn Smith at 938-9121 Ext. 2465.

All bids must be sent or delivered to Cattaraugus County Department of Public Works, 8810 Route 242, Little Valley, NY 14755, Attention: Dawn Smith.

All bids received are subject to all federal and state controls concerning any such equipment.

All bids must be accompanied by a NON-COLLUSIVE BIDDING CERTIFICATE. Any bid submitted without such certification will not be accepted. Any bid not meeting ALL specifications will not be considered. The County Legislature reserves the right to reject any or all bids, to waive any informalities, and to accept the lowest responsible bid.

John Searles
County Administrator
County Center - 303 Court Street
Little Valley, New York 14755

INSTRUCTIONS TO BIDDERS

1. BID DEPOSIT:

For a bid amount of \$10,000 or LESS a certified check for Five Hundred dollars (\$500) must be submitted with the bid. For a bid amount GREATER than \$10,000 a BOND or certified check for five percent (5%) of bid amount must be submitted with the bid. The undersigned agrees that the bid security may be retained by the County until such time that the procuring department has received notice that the commodity/equipment has been delivered to and accepted by the County. When notification of delivery and acceptance is made, the bid security will be returned. Should the successful bidder to whom the bid is awarded fail to execute the agreement submitted by the county in accordance with the formal bid and other contract documents, or fails to deliver the commodity/equipment in acceptable condition to the County within the time provided in the contract documents, the certified check or the bid bond amount shall be forfeited to and retained by the County as liquidated damages. However, the bidder does not forfeit the deposit if the County finds that the bidder's failure is excused by extraordinary circumstances beyond the bidder's control.

2. PERFORMANCE BOND.

NOT REQUIRED

3. BID FORM:

Bid shall be submitted on these Cattaraugus County bid forms or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted.

4. CHANGES:

Any change in wording or interlineation by a bidder of the inquiry as published by Cattaraugus County shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.

5. INFORMALITIES:

The County may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. The contract award will be made to the responsible bidder submitting the lowest acceptable bid. Conditional bids will not be accepted.

6. BID TIME:

Any bid may be withdrawn prior to the above scheduled time for the opening of bids, or authorized postponement thereof. Any bid received after the time specified shall not be considered.

7. INVESTIGATIONS:

The County may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

8. BID ENVELOPE:

Each bid must be submitted in a sealed envelope clearly marked as to contents therein, bearing on the outside the name and address of the bidder. If sent by mail, the sealed envelope containing the bid must be enclosed in another envelope labeled as specified.

9. NON-COLLUSIVE CERTIFICATION:

Non-collusive bidding certification shall be made by each bidder in the form provided and shall be submitted as a part of the bid. Bids submitted without non-collusive bidding certification will be considered irregular and may be rejected by the County.

10. CONTRACT AWARD:

Contract(s) or purchase order(s) will be awarded after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.

11. EXECUTORY CLAUSE.

This EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid: It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the County of Cattaraugus and appropriated therefor, and no liability on account thereof shall be incurred by the County beyond the monies available and appropriated for the purpose thereof.

12. DELIVERY SCHEDULE.

Delivery must be made within the period of time set forth in specification. Delivery time is of the essence of the contract to be awarded pursuant to this bid. Failure to meet delivery schedule as per accepted bid may result in legal action by Cattaraugus County to recover damages.

13. PRICES.

Prices shall be quoted F.O.B. destination, delivered inside and installed, or as otherwise specified in the specifications. "Tailgate Delivery" will not be accepted unless specified by the County.

14. TRANSPORTATION CHARGES.

Collect transportation charges will not be paid by the County. All freight, cartage, rigging, postage or other transportation charges shall be prepaid.

15. TAXES.

No taxes are to be billed to the County. Bid shall not include any Federal, State, or local excise, sales, transportation, or other tax unless Federal or State law specifically levies such tax on purchases made by a political subdivision. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net bid.

16. COMPLIANCE WITH LAWS.

The successful bidder shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to its performance under this contract.

17. CONTRACT ASSIGNMENTS.

The bidder shall not assign, transfer, sublet, or otherwise dispose of this contract, or of its right, title or interest in the contract, or its power to execute the same, to any other person or corporation without the previous consent, in writing, of the Chairman of the Cattaraugus County Legislature.

18. CASH DISCOUNT.

ANY CASH DISCOUNT which is a part of a bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The County policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the County will take the discount when payment is made. If this is unsatisfactory, please quote net. The County will not pay any interest charges.

19. ALTERNATE ITEMS.

If material or services other than those specified in this bid document are offered, the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:

- (a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Department Head, sufficient detail is not presented as a part of the sealed bid to permit definite evaluation of any substitute item, the bid will not be considered.
- (b) Descriptive literature of item offered, for evaluation.
- (c) List of installations in Cattaraugus County of the item offered.
- (d) List of other installations.

20. ADDITIONAL INFORMATION.

Any additional information which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.

21. WORKMANSHIP.

Workmanship must meet with the approval of the department head or heads involved, and shall be first class in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what state of completion, may be rejected and shall be made good by the contractor at his own expense.

22. HOLD HARMLESS.

The successful bidder to whom the bid is awarded shall indemnify and hold harmless Cattaraugus County and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.

23. BID VALIDITY.

This bid is firm and irrevocable for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded, may withdraw his bid by serving written notice of his intention to do so upon the Clerk of the County Legislature. Upon withdrawal of the bid pursuant to this paragraph, the County will forthwith return the bidder's security deposit.

24. CONTRACT INTEREST.

No official, or employee of the County, who is authorized in such capacity, and on behalf of the County, to negotiate, make, accept or approve or to take part in negotiating, making, accepting, or approving this contract shall become directly or indirectly interested personally in this contract or in any part hereof. No officer or employee of, or for the County, who is authorized in such capacity, and on behalf of the County, to exercise any supervisory, administrative, or other function, in connection with this contract, shall become directly or indirectly interested personally in this contract or in any part hereof.

25. OTHER CUSTOMERS.

Prices charged to Cattaraugus County are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and supply a copy of this contract within 5 days if so requested by the County.

26. PRICE IS FIRM.

The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.

27. BIDDER AFFIRMATION.

In executing this bid, the bidder affirms that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations, or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.

28. INSURANCE

The (Contractor, Vendor, Etc.) shall secure and maintain, at its own cost and expense, insurance coverage specified in Appendix (A) attached hereto, complying with Classification "(selected on form)", with insurance companies licensed in the State of New York. Cattaraugus County must be named as an additional insured for purposes of coverage, but not for payment of premium. The (Contractor, Vendor, Etc.) shall file a certificate of insurance with the Cattaraugus County Risk Manager covering all acts performed by the

(Contractor, Vendor, Etc.) prior to performing pursuant to this Agreement or receiving any payment thereunder and shall be responsible for updating the certificate as necessary throughout the term of the Agreement. All certificates of insurance shall provide that Cattaraugus County be given thirty (30) days notice prior to non-renewal or cancellation of these policies.

Certificate of Insurance shall be furnished by the bidder within five (5) days of the "Intent to Award" and prior to signing of contract. Failure to supply a satisfactory certificate within five (5) days after the "Intent to Award" may result in the cancellation of award and for the forfeiture of the Contractor's bid security, in the sole discretion of the County.

29. STATE CONTRACTS:

The County reserves the right to purchase the commodity being bid, from State Contract when it is most beneficial to the County to do so.

31. LITIGATION:

In the event any litigation shall arise from this contract, the laws of the State of New York shall control any litigation, regardless of which party shall institute such action.

32. MUNICIPAL EXTENSION:

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. Cattaraugus 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 (materials and equipment) and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104 and County Law Section 408-a. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to the contract between Cattaraugus County and the vendor.

33. ALTERNATE SOURCE:

Where a New York State bid or a bid from another municipality results in an award for an item herein at a total price which is more favorable than that of the bidder to whom an award is made herein, and such price is available to County, County reserves the right to purchase from the State bid or from such other, alternate bid, notwithstanding its award to the lowest responsible bidder herein, after offering the County bid awardee an opportunity to meet or better the item price.

EXCEPTION SHEET

PLEASE STATE ON THIS SHEET, ALL EXCEPTION TAKEN TO THE SPECIFICATIONS THAT FOLLOW:

COMPANY NAME

SIGNATURE:

**MINIMUM SPECIFICATIONS FOR
One (1) NEW AND UNUSED, 2018 MODEL YEAR, 4 to 4.5 CUBIC YARD,
4 WHEEL DRIVE ARTICULATED WHEEL-LOADER**

PURCHASE AGREEMENT: There shall be a GUARANTEED BUY BACK of this unit at the end of two (2) years. Estimated usage will be 3,000 hours. The unit shall have three (3) years FULL WARRANTY coverage, with no deductible. A loaner shall be available from successful bidder for duration of any repair time.

General: The intent of this specification is to describe two new and unused 2018 current production model rubber tired loaders for use by the Cattaraugus County Department of Public Works. A copy of the manufacturer's current specification must be included with the bid.

Engine:	<u>SHALL BE OR HAVE:</u>	YES	NO
	A) Diesel powered, 4 cycle, Liquid cooled, six cylinder.	[]
	B) Develop at least 222 SAE Net HP, @ 2200 RPM'S.	[]
	1) Minimum 408 cu. in. displacement	[]
	2) Engine Protection & Self Diagnosis System.	[]
	C) Charge air cooled Direct injection and liquid cooled turbo-charger	[]
	D) Dry air cleaner with restriction indicator, audible & visual. Two Stage Dual Element.....	[]
	E) Remote hydraulic cooling fan, Automatic Reversing	[]
	F) 120 volt engine block heater installed.	[]
	G) Minimum 770 ft. lbs. torque / 1500 RPM	[]
	H) Must meet EPA Tier IV emission regulations	[]
	I) Fuel filter system	[]
	J) Extended life coolant with anti-freeze protection to -35 deg.	[]
	K) Fuel/Water separator.....	[]
	L) Air Cleaner with auto dust eject	[]
	M) Coolant level sight gauge.....	[]
	N) Fuel Heater	[]
	O) Starting Aid (Air Intake Heater)	[]
	P) Clean Emission Module DOC and SCR.....	[]
	Q) Tier 4 Final /Stage 4	[]
	R) Replaceable cylinder liners.....	[]

Loader Height:	Not to exceed 11 foot 4 inches.	[]
Width:	Not to exceed 9 foot 6.2 inches with Bucket.	[]

Torque Converter:	Shall have 3 elements, single stage, single phase type.	[]
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Transmission:	<u>SHALL BE OR HAVE:</u>		
	A) Full automatic power shift countershaft type with soft shift.	[]
	B) At least 4 forward & 3 reverse speeds.	[]
	C) Minimum forward high speed 24.5 MPH.....	[]
	D) Automatic shift selection mode.	[]
	E) Single grip twist shifter control.	[]
	F) On-board diagnostic system.....	[]
	G) Kickdown control feature on shifter & bucket control.	[]
	H) Transmission oil cooler.....	[]
	I) Transmission oil sight gauge	[]

Axles:	<u>SHALL BE OR HAVE:</u>		
	A) Torque proportional differential,	[]
	B) Heavy duty mounted planetary gear reduction.	[]
	C) Rear Axle oscillation minimum of 22 degrees.....	[]
	D) Front Limited slip OR Hydraulic locking differential.	[]
	E) Four wheel drive system.....	[]

Brakes:	<u>SHALL BE OR HAVE:</u>	YES	NO
	A) Wet Disc type service brakes on all four wheels, Inboard/Outboard type, dual circuit braking, that meet current OSHA standards.	[]
	B) Parking brakes - spring applied, hydraulic released disc. (Audible warning)	[]
	C) Single pedal braking with clutch cut out switch	[]
	D) Emergency Brake - Parking brake automatically applies when brake Oil pressure drops with Indicator Light to alert operator.	[]
	E) Independent axle by axle system	[]
Tires:	Shall be 23.5 x R25, L3 Radial tread. (Prefer Hankook Kumho L-3, Goodyear, Firestone, Michelin or Triangle).....	[]
	A) <u>NO</u> calcium chloride solution in tires. State here tires being proposed. _____.	[]
Steering:	<u>SHALL BE OR HAVE:</u>		
	A) Fully Hydraulically Controlled	[]
	B) Center point articulation with all wheels tracking	[]
	C) Articulated frame with minimum 40 degree articulation	[]
	D) Load-sensing, pressure compensated system	[]
	E) Adjustable steering console, tilt and telescopic.	[]
	F) Steering cylinder pivot pins and bearings shall have zerk fittings	[]
Electrical:	<u>SHALL HAVE:</u>		
	A) Heavy duty maintenance free batteries, (2) 900 CCA each	[]
	B) Minimum 95 amp H. DUTY alternator for 24 volt system..... 1) 12 volt converter for accessories if machine has 24 volt system. (2-way radio)	[]
	C) Headlights, HIGH/LOW BEAMS	[]
	D) Stop & tail lights.....	[]
	E) Turn signals with hazard warning (4)	[]
	F) Brake Lights,	[]
	G) Working lights front, rear & Cab mounted.	[]
	H) Back-up alarm.	[]
	I) Master disconnect switch.	[]
	J) Low oil pressure, high engine temperature warning system, Shut down to Idle.	[]
Gauges:	<u>SHALL HAVE:</u>		
	A) Voltmeter,	[]
	B) Hour Meter,	[]
	C) Engine oil pressure, (audible warning as well).....	[]
	D) Engine coolant temperature, (audible warning as well).....	[]
	E) Torque converter temperature,	[]
	F) Air filter restriction, (audible warning as well).....	[]
	G) Low Transmission oil pressure	[]
	H) Fuel level.....	[]
	I) Hydraulic oil Temperature, (audible warning as well).....	[]
	J) Low Voltage, (audible warning as well).....	[]
	K) Low Brake Oil Pressure, (audible warning as well).....	[]
	L) Speedometer	[]
Cab:	<u>SHALL HAVE:</u>		
	A) Integral ROPS/FOPS cab	[]
	B) Heavy duty heater (29,500 BTU) and defroster	[]
	C) Intermittent Front & Rear windshield wiper with washer.	[]
	D) Cab Pressurized with filter.	[]
	E) Adjustable air suspension seat with belt.	[]
	F) Sound suppression cab. (inside noise level not to exceed 70dB).....	[]
	G) HEATED West Coast mirrors left and right.....	[]
	H) Rearview Mirror inside.....	[]
	I) Sliding side windows.....	[]
	J) Air conditioning minimum (19,500 BTU).....	[]

	YES	NO
K) Dome light.....	[]
L) Floor Mats.....	[]
M) Sun visor for front window.....	[]
N) Tinted safety glass.....	[]
O) Horn.....	[]
P) AM/FM radio with Blue Tooth and USB.....	[]
Q) Remote Management System (access vital service, diagnostics, location, etc.).....	[]
R) Mira Cast.....	[]
S) Magazine Pocket.....	[]
T) Holder for cups or cans.....	[]
U) Console Box.....	[]
V) Cigar Lighter & Ashtray.....	[]
W) Coat Hook.....	[]
X) Come with a 7" Touch Screen Display, with Mebrane Switches in Monitor.....	[]
Y) Monitor must have ECO gauge.....	[]
Z) Must have ECO Pedal to distinguish between economical and power operations..	[]

Bucket:

SHALL BE OR HAVE:

A) Shall be heavy duty 4 to 4.5 cubic yard general purpose bucket with reversible bolt on cutting edge, and spill guard on rear of bucket.....	[]
B) Machine equipped with sealed loader linkage.....	[]

Hydraulic
System:

SHALL BE OR HAVE:

A) A full filtered, closed-center, variable-displacement, open-centered, tandem circuit system.....	[]
B) Axial piston type pump(s) to operate all functions. (65 GPM).....	[]
C) Pilot operated controls.....	[]
D) Closed with pressure and vacuum relief.....	[]
E) Cycle time not exceed 10.3 seconds.....	[]
F) Automatic bucket positioner.....	[]
G) Automatic lift kick-out.....	[]
H) Float control on bucket.....	[]
I) Hydraulic oil cooler.....	[]
J) Steering Pump capacity (32 GPM).....	[]
K) Main relief valve not exceed 3,556 psi.....	[]
L) 3rd spool valve.....	[]
M) Ride Control, Automatic with monitor-adjustable speed settings.....	[]
N) Should offer Soft End Stop.....	[]

Accessories:

SHALL HAVE:

A) Drawbar.....	[]
B) Muffler.....	[]
C) SMV emblem.....	[]
D) Anti-vandalism kit (LOCKABLE DOORS, FILLER CAPS, ETC.).....	[]
E) One extra wheel, (ONLY ONE , NOT PER LOADER).....	[]
F) Sight glass fluid level checks for hydraulic reservoir, radiator, and transmission level.....	[]
G) Cold weather starting aid.....	[]
H) Full fenders for all wheels and entrance deck.....	[]
I) Engine Coolant filter.....	[]
J) Equip. Tie Down Hooks to secure loader to LowBoy trailer for transporting.....	[]
K) Rotating Beacon Light.....	[]
L) On Board Scale System.....	[]

Loader:

SHALL BE OR HAVE:

A) Minimum break out force of 35,160 lbs.....	[]
B) Minimum operating weight of 41,450 lbs.....	[]
C) Static tipping load at full turn shall not be less than 27,227 lbs.....	[]
D) Minimum tipping load, Straight; 31,085 lbs.....	[]
E) Bucket dump clearance at full lift & 45 deg. discharge, at least 115.5 inches.....	[]

- | | | | | |
|----|--|---|-----|----|
| D) | Minimum tipping load, Straight; 31,085 lbs..... | [| |] |
| E) | Bucket dump clearance at full lift & 45 deg. discharge, at least 115.5 inches..... | [| |] |
| | | | YES | NO |
| F) | Dumping Reach at full lift and 45 deg. discharge to be at least 51 inches..... | [| |] |
| G) | Bucket hinge pin clearance at full height shall be at least 13 ft. 5.6 inches..... | [| |] |
| H) | Digging depth minimum 3.5 inches..... | [| |] |
| I) | Centralized remote pressure check ports | [| |] |
| J) | Single stick loader control with down shift button, | [| |] |

Qualifications:

SHALL BE OR HAVE:

- A) Vendor shall have been a dealer for at least 5 years [|]

Instruction:

Vender shall, at no additional cost, at time of delivery, provide instruction on care, maintenance and operation of machines. Instructor shall be available for a minimum of eight hours. [|]

Manuals:

VENDOR SHALL PROVIDE:

- A) Two Operators Manuals, [|]
 B) One Illustrated Parts Manuals [|]
 C) One Service & Repair Manual. [|]

Warranty:

Three (3) year / 3000 hours FULL WARRANTY coverage, with no deductible..... [|]

VENDOR IS TO PROVIDE ONE EXTRA COMPLETE SET OF FILTERS. (PER LOADER, AT TIME OF DELIVERY)

Trade-in:

One (1) 2008 Hundai, HL757-7A – S/N LD0710124 ASSET #2608 3019 Hrs. (Approx. on 01/01/2018)

Records may be viewed at Cattaraugus County DPW, 8810 Route 242, Little Valley, NY 14755

VIEW DATE, TUESDAY, January 23, 2018
between the hours of 9 A.M. and 3:00 P.M.
AT FOLLOWING DPW FACILITIES:

Loader No. 2608, Cattaraugus County Highway Barn, 8810 Route 242, Little Valley, NY. Contact: Jeff Harrison, Phone No. (716) 938-9121, Cell Phone (716) 498-3278

**BID FORMS OMITTED FROM
SPECIFICATION BOOKS**

TO OBTAIN BID FORMS PLEASE CONTACT

DAWN SMITH AT 716-938-9121 EXT. 2465

OR SEND EMAIL REQUEST TO:

dasmith@cattco.org

APPENDIX "A"
COUNTY OF CATTARAUGUS STANDARD INSURANCE REQUIREMENTS

The insurance companies providing these coverages acknowledge that the Named Insured is entering into a contract with the County of Cattaraugus 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. In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternate coverage and limits should be evidenced on the certificate in lieu of the standards printed below.

Minimum Coverage Limits are as Follows:

	A	C	Ca	D	F	G	Ga
	Construction & Maintenance	Professional	Low Risk Professional	Property Leased to Others or Use of Facilities	Livery	All Purpose Public Entity, Concessionaire	Low Risk All Purpose Public Entity
** COMMERCIAL GENERAL LIABILITY	\$2,000,000 Agg. \$1,000,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$1,000,000 Agg. \$ 500,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$1,000,000 Agg. \$ 500,000 Occ.
Prem. - Ops.	Include	Include	Include	Include	Include	Include	Include
Prods. - Compl. Ops.	Include	Include	Include	Include	Include	Include	Include
Indep. Contractor	Include	Include	Include	Include	Include	Include	Include
Contractual	Include	Include	Include	Include	Include	Include	Include
BF Property Damage	Include			Include			
X,C,U	Include						
Personal Injury	Include	Include	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	\$1,000,000 CSL
Owned	Include	Include	Include	Include	Include	Include	Include
Hired	Include	Include	Include	Include	Include	Include	Include
Non-Owned	Include	Include	Include	Include	Include	Include	Include
** EXCESS LIABILITY	\$3,000,000	\$1,000,000		\$1,000,000	\$3,000,000	\$1,000,000	
	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption
WORKERS' COMP.							
EMPLOYER'S LIABILITY	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
*** PROFESSIONAL LIAB.		\$3,000,000 Agg. \$1,000,000 Occ.	\$1,000,000 Agg. \$ 500,000 Occ.				

* The Comprehensive/Commercial General Liability limits can be met by one or more policies, or in combination with an Excess and/or Umbrella Liability policy. The COI must indicate if the coverage trigger in an 'Occurrence' form or a 'Claims-made' form.

All 'Claims-made' policies shall continue to provide evidence of coverage three (3) years after completion of work or product delivery.

** Cattaraugus County MUST be named as Additional Insured for all acts of Named Insured pursuant to this contract.

*** Professional Liability policies are not required to have the County as Additional Insured

Each policy, as allowed by law, shall be endorsed stating that the contractor's insurers agree to waive any rights of subrogation against the County of Cattaraugus because of payments for any injury or damages arising out of work performed under this contract.

The following statement must be subscribed by the bidder and affirmed by such bidder as true, under the penalties of perjury.

Pursuant to Section 103-d of the General Municipal Law.

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:

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;

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

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.

(For use of individual bidder)

IN WITNESS WHEREOF, I, _____, doing business under the style and name of _____ at _____ have hereunto subscribed my name under the penalties of perjury at _____ on this _____ day of _____, 20____.

d/b/a _____

(For use of partnership bidder)

IN WITNESS WHEREOF, this non-collusive bidding certification has been subscribed, under the penalties of perjury, at _____ on this _____ day of _____, 20____, by _____, one of the partners or co-partners of the partnership composed of _____ and _____ doing business under the style, partnership, and firm name of _____ at _____.

Partnership Name

By _____
Co-Partner

(For use of corporate bidder)

RESOLVED, that _____ (name of corporation) be authorized to sign and submit the bid or proposal of this corporation for the following project _____ and to include in such bid or proposal the certificate as to non-collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate, this corporate bidder shall be liable, under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by _____ Corporation at a meeting of its board of directors held on the _____ day of _____, 20____.

Dated on this _____ day of _____, 20____.

(SEAL OF THE CORPORATION)

Secretary

Name of Bidder

By _____

LEGAL STATUS INFORMATION

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME: _____

Federal ID No.: _____

PRINCIPAL OFFICE:

Street _____

City, State, Zip _____

Telephone (____) _____ Fax (____) _____ Email: _____

LOCAL OFFICE:

Street _____

City, State, Zip _____

Telephone (____) _____ Fax (____) _____ Email: _____

CONTRACT TO BE SENT TO: Principal Office: _____ Local Office: _____

CHECK ONE: Corporation _____ Partnership _____ Individual _____

(Incorporated under the Laws of the State of _____)

(If foreign corporation, state if authorized to do business in the State of New York:

Yes _____ No _____ Not Applicable _____)

TRADE NAMES: _____

NAMES AND ADDRESSES OF PARTNERS:

NAME, TITLE, AND ADDRESS OF PERSON AUTHORIZED TO SIGN CONTRACT ON BEHALF OF BIDDER:

Name: _____

Title: _____

Address: _____

PLEASE TYPE OR PRINT

BID FOR PERFORMANCE OF CONTRACT WITH CATTARAUGUS COUNTY LEGISLATURE
LITTLE VALLEY, NEW YORK

TO: Cattaraugus County Legislature, Little Valley, New York, herein after called the County.

The undersigned, desiring to interpose a bid to provide services for ***One (1), 2018, 4 to 4.5 Cubic Yard, 4 Wheel Drive Articulated Wheel Loader***, for Cattaraugus County Department of Public Works, does hereby accept all terms, conditions, and agreements contained and set forth in the Notice to Bidders, Instructions to Bidders, Minimum Specifications, Non-Collusive Bidding Certification, Legal Status Information and Bid for Performance of Contract with Cattaraugus County Legislature and does hereby certify, agree and propose as follows:

The undersigned declares that he/she has examined all of the attached documents, and hereby proposes and agrees that, if this bid is accepted, he/she will contract with the County, such contract incorporating the provisions of the documents attached hereto, to furnish all the materials and services and do all the work specified in the attached documents in the manner and time herein specified and according to the requirements as herein set forth, and to take in full payment therefore the bid prices set forth on the preceding specification sheets.

If this proposal is accepted by the County and the undersigned fails to contract as aforesaid, within ten days (not including Sunday) from the date of notice from the County to him/her, then the County may at its option, determine that the bidder has abandoned his/her right to enter into the contract and thereupon the bid and acceptance shall be null and void.

The full name and residences of all persons and parties interested in the foregoing bid as principals are as follows: (Individuals or partnership bids only)

INDIVIDUAL, PARTNERSHIP OR CORPORATE USE

The undersigned certifies, under penalty of perjury, that he is fully authorized to sign this bid.

Name and Address of Bidder:

Authorized Signature and Title:

Signature

Title

Date

“Iran Divestment Act of 2012”

“Iranian Energy Sector Divestment”

Pursuant to State Finance Law '165-a, the Commissioner of General Services is required to develop a list of persons it determines engage in investment activities in Iran, which is defined as provision of goods, services or credit of \$20,000,000 or more, relating to the energy sector.

General Municipal Law '103-g(4) states as follows:

Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or service performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under penalties of perjury.

The below signed bidder affirms the following as true under penalties of perjury:

- a. “By submission of this bid, the bidder identified herein and each person signing on behalf of the 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 behalf that this bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the state finance law.”

Corporate or Company Name

By:

Signature

Title

Sworn to before me this

_____ day of _____, 20 _____

Notary Public