

MINIMUM SPECIFICATIONS FOR  
GENERATOR INSPECTION, TESTING  
& MAINTENANCE AGREEMENT  
FOR COUNTY BUILDINGS

FOR  
CATTARAUGUS COUNTY DEPARTMENT OF PUBLIC WORKS

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*

*Joseph T. Pillittere  
Commissioner*

*Ryan J. Ferguson  
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, May 17, 2017 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 the date and time of receipt.

#### ALL BIDS MUST BE SEALED AND CLEARLY MARKED:

Any bid not clearly marked will not be considered.

#### **DPW BID #39 - Generator Maintenance - County Buildings**

Bidding sheets and instructions may be obtained online at [www.cattco.org/bid-request](http://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, materials and/or services.

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.

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

INSTRUCTIONS TO BIDDERS FOR  
GENERATOR INSPECTION, TESTING &  
MAINTENANCE AGREEMENT

1. BID BOND

BID BOND OR CERTIFIED CHECK FOR FIVE HUNDRED DOLLARS (\$500) MUST BE SUBMITTED WITH THE BID. The undersigned agrees that the bid security may be retained by the County until contracts have been signed and Performance Bonds have been delivered to the County. SHOULD THE SUCCESSFUL BIDDER TO WHOM THE BID AWARDED FAILS TO EXECUTE THE AGREEMENT SUBMITTED BY THE COUNTY IN ACCORDANCE WITH THE FORMAL BID AND OTHER CONTRACT DOCUMENTS AND TO FURNISH THE REQUIRED PERFORMANCE BOND WITHIN FOURTEEN (14) CALENDAR DAYS AFTER THE NOTICE OF AWARD, THE CERTIFIED CHECK OR THE BID BOND AMOUNT SHALL BE FORFEITED TO THE COUNTY AS LIQUIDATED DAMAGES CAUSED BY SUCH FAILURE.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. REFERENCES.

A list of references, with name, addresses, and phone numbers, for whom the bidder has done work in the past must accompany the bid.

11. PERFORMANCE BOND.

The successful bidder or bidders shall, within two weeks after notice of the award, enter into a contract with Cattaraugus County and furnish a performance bond running to the County of Cattaraugus in the amount of two thousand dollars (\$2,000.00), in a format acceptable to the Cattaraugus County Attorney.

12. 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.

13. DELIVERY SCHEDULE.

FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by Cattaraugus County to recover damages.

14. 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.

15. 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.

16. DISCRIMINATION.

The successful bidder agrees:

- (a) that in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by

reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

- (b) that no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national origin;
- (c) that there may be deducted from the amount payable to the contractor by Cattaraugus County under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;
- (d) that this contract may be canceled or terminated by Cattaraugus County and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of the section of the contract; and
- (e) the aforesaid provisions of this section covering every contract for or on behalf on Cattaraugus County for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York. (N.Y. State Labor Law Article 8, Section 220-e)

17. WAGE RATES.

CONSTRUCTION, RECONSTRUCTION, OR REPAIR CONTRACTS FOR PUBLIC WORKS FACILITIES are subject to minimum wage rates, as established by the State of New York Department of Labor. The successful bidder on any contract for Public Works to which the provision of the New York State Labor Law Article 8 apply agrees that:

- (a) No laborer, workman or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. (Section 220, subd. 2, N.Y. State Labor Law)
- (b) Each laborer, workman, or mechanic employed by the contractor, subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the contract shall be paid not less than the hourly minimum rate of wage and provided

supplements not less than the prevailing supplements as designated by the New York State Industrial Commission. (Section 220, subd. 3, N.Y. State Labor Law)

18. 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 with its bid submittal.

19. 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.

20. 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.

21. ALTERNATE MANUFACTURERS.

BID OFFERING MATERIAL OTHER THAN THAT OF SPECIFIED MANUFACTURER OR TRADE NAME will not be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used

equally as well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.

22. ALTERNATE ITEMS.

IF MATERIAL OR SERVICES OTHER THAN THOSE SPECIFIED IN THIS BID DOCUMENT ARE OFFERED, the bidder must so state and furnish as 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.

23. 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.

24. 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.

25. 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.

26. 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 trial 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.

27. CONTRACT INTEREST.

No official, or employee of the County, who is authorized in such capacity, and on behalf of the County, to negotiate, make, or 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.

28. 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 five days if so requested by the County.

29. 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.

30. 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 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.

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.

SPECIFICATIONS  
FOR

Revised 2017

GENERATOR SYSTEMS  
INSPECTION, TESTING & MAINTENANCE

A) GENERAL

1. SCOPE OF THE SPECIFICATIONS.

The purpose of these specifications is to provide full service inspection, testing and maintenance for emergency generator, transfer switches AND related equipment for Cattaraugus County generators; locations include; Department of Public Works facility, the County Center Building and Jail in Little Valley, the County Office Building in Olean, the County Nursing Homes in Olean and Machias, AND six radio towers located throughout the County, for the County of Cattaraugus, located in New York State. **ALL INSPECTIONS, TESTING AND MAINTENANCE SHALL BE DONE ACCORDING TO THE STANDARDS OF THE INDUSTRY.**

2. Contract Term and Service Intervals

A. The effective dates for this contract period will be **August 1, 2017** and will remain in effect through **July 31, 2020**. This contract may be cancelled by either party with 30 days written notice.

B. The service schedule dates will be performed every October and April of each calendar year for the three year period of this contract.

3. DOCUMENTS FORMING THE CONTRACT.

The contract shall be deemed to include the Notice To Bidders, Instructions to Bidders, Specification, Bid Sheet, Legal Status Sheet, Non-Collusive Bid Certification and New York State Prevailing Wage Schedules.

4. The contract will be awarded to one contractor that submits the lowest "TOTAL OF ALL SITES" for the total of the three year period, bid for the inspecting, testing, and maintenance of emergency generators.

5. The County will NOT PAY additional service or delivery charges such as "FUEL SUR-CHARGES".

6. **PREVAILING WAGES:**

All vendors submitting bids are required to conform to all current NYS prevailing wage laws. The County has included a copy of the most current prevailing wage rates as of the printing of this document. However, this has been done as a reference only. The vendor is responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. Current rates are available by calling the NYS Department of Labor at (585) 258-4505. Rates are also available via the internet at:

[http://www.labor.state.ny.us/business\\_ny/employer\\_responsibilities/prevwage/county/homeREG.htm#Cattaraugus](http://www.labor.state.ny.us/business_ny/employer_responsibilities/prevwage/county/homeREG.htm#Cattaraugus)

The County will only pay and the vendor agrees to only charge prevailing wage rates to those employees of any organization that are required by New York State law to receive said rates in the course doing work for the County of Cattaraugus. The contractor agrees to verify all rates with the New York State Department of Labor prior to submitting a proposal and prior to doing any work for the County as well as to establish which of the those workers involved in any part of a contract for the County are required by law to receive said rates.

NOTE: Vendors currently on the NYS Labor Department Debarred list will not be considered for award of this contract. By submitting a proposal for consideration, the vendor is indicating to the County that they are currently in good standing with the NYS Department of Labor at the time of the proposal.

B) BIDDER REQUIREMENTS

**All bidders must comply and provide supporting documentation at the time of bid submittal for the following requirements listed below to be considered for this bid package, all electrical code requirements, OSHA requirements and insurance requirements must be kept current and up to date throughout the duration of this contract. Failure to supply and or maintain such information as requested shall be considered sufficient grounds to reject the bid.**



1. Bidder must be skilled and experienced in the class of work proposed and shall be required to furnish evidence of financial ability and of ability to perform the services satisfactorily.
2. The bidder shall also be required to show evidence of sufficient machinery and equipment to do the work called for in these specifications within the specified time.
3. The bidder must have available from its facility at least one (1) mobile shop equipped with all necessary supplies and equipment to make inspection, repairs, and necessary testing of generator equipment.
4. Bidder must have a service facility within a sixty (60) mile radius of the facilities being serviced and maintain a central supply stock of normal parts and testing and inspection equipment at his main facility to enable him to supply at least 90% of his repair parts directly from that facility without further parts order.
5. Bidder's service technicians shall be certified in accordance with the National Electric Code NEC70E - Electrical Safety 70E with Arc Flash Protection Course.
6. The Bidder shall use only skilled, competent, trained power generation personnel having a minimum experience of five (5) years maintaining generator systems to those in this specification.
7. Bidder must be QUALIFIED on a specific generator manufacture with trained service technicians, please supply with the bid submittal training documentation on the Onan, Kohler, Generac, Cummins and Detroit Diesel Product line.
8. The bidder shall be a qualified generator sales/service company with a full understanding of all generator standards and regulations of this work.
9. Bidder must have a twenty-four (24) hour emergency service line and be able to guarantee a minimum of a Two (2) hour response time from time of call to arrival on site.
10. Bidder must have a drug and alcohol testing policy in place.
11. Bidder must provide a certificate of insurance direct from the policy holder, documenting \$ 5,000,000.00 umbrella coverage. Insurance coverage includes general, automotive, workers comp, garage and inland marine liability. Bidder must possess the minimal insurance requirements outlined in the attachment of the example insurance certificate.

## DETAILED SPECIFICATIONS.

### A. GENERAL.

The work required under these specifications will be for testing, inspection and the maintenance of backup generator systems at buildings or other sites owned by the County of Cattaraugus. The successful bidder shall inspect and maintain the County owned generator needs at satisfactory levels and in accordance with applicable rules and regulations of **relative local, state, federal, OSHA, DEC and EPA laws. Any and all fines or judgments will be born by the successful bidder.** Further, it is intended that the supplies used shall at all times meet, or exceed, the manufacturer's specifications and those of the Local and State laws. Installations shall be approved by the Commissioner of Cattaraugus County DPW and/or the department head, when completed.

### B. PROVISIONS OF RECORDS.

Records of work performed shall be submitted to the County Maintenance Supervisor, identifying what work was done and at which building/generator the work was performed. A copy of work performed is to be left by the successful bidder in a folder, provide by the successful bidder, at each generator location, to reference all maintenance and inspection work performed. Statement of work performed to be printed or typed so as to be legible to all persons.

#### Service Records

Each visit shall be followed up with a report providing the history of the generator maintenance and services.

Successful Bidder shall maintain appropriate records of the Service, including dates, supervisor's initials and description of all tasks performed according to schedule.

### C. MATERIALS TO BE USED.

Only materials that meet UL Listings and are manufacture approved as substitute shall be used in performing the work described in these specifications. Parts and components shall be functionally equal and/or of better quality and performance than the existing or original equipment.

### D. FAILURE TO MEET SPECIFICATIONS.

If there is any deviation from these specifications or failure to perform the conditions of the contract to be entered into, the County of Cattaraugus reserves the right to terminate the contract upon ten (10) days written notice of the breach and failure on the part of the bidder to correct the same.

E. EXCEPTIONS.

Maintenance under this contract does not include the repair or replacement of equipment, at the successful bidder's expense, which has otherwise become defective from damage caused by accidents, physical abuse or misuse of the equipment, act of God, or by fires not related to malfunction of equipment. Such work will be performed as required at the quoted hourly rate in bid for the specific work involved. ALL ADDITIONAL WORK NOT COVERED BY THIS MAINTENANCE AGREEMENT SHALL BE APPROVED BY THE COUNTY MAINTENANCE SUPERVISOR AT THE FACILITY IN WHICH MAINTENANCE IS BEING PERFORMED. A WRITTEN ESTIMATE OF THE COST SHALL BE SUBMITTED TO THE MAINTENANCE SUPERVISOR.

F. COMMUNICATIONS.

All communications for visits other than scheduled routine visits regarding generator testing, inspection, and maintenance shall be with the successful bidder or his designated representative. Calls for such work will be by the County Maintenance Supervisor.

G. BUILDINGS AND GROUNDS COVERED UNDER CONTRACTS.

The bidder shall agree, if requested and a contract is entered into, to provide generator inspection, testing and maintenance for the various County buildings which include; the County Center Building and Jail, and the Dept. of Public Works facility at Little Valley, New York, the County Office Building, Olean; the County Nursing Homes at Olean and Machias, AND six radio towers, at the unit prices quoted in this bid and will adhere to these specifications.

H. VISITATION OF COUNTY FACILITIES:

Each bidder is required to visit each County facility under this contract to totally familiarize himself/herself with the equipment involved in the inspection, testing and maintenance. The prices submitted are to reflect charges to inspect, test and maintain each particular system according to these specifications. Appointments for visiting facilities must be made with maintenance supervisor at each facility.

Phone numbers are:

COUNTY CENTER BLDG. 716-938-2202  
303 COURT ST., LITTLE VALLEY, NY

CATTARAUGUS CO. DPW 716-938-2466  
8810 ROUTE 242, LITTLE VALLEY, NY

COUNTY BLDG. - OLEAN 716-373-8010 ext. 3230  
1 LEO MOSS DRIVE, OLEAN, NY

THE PINES HEALTHCARE & REHABILITATION CENTER 716-373-1910 ext. 4426  
2245 W. STATE ST., OLEAN, NY

THE PINES HEALTHCARE & REHABILITATION CENTER 716-373-1910 ext. 4426  
ROUTE 16, MACHIAS, NY

RADIO TOWERS 716-938-9111 ext. 2334  
VARIOUS LOCATIONS

I. It should be understood and noted that the County will be performing various departmental operational functions during the prosecution of any work required by this contract to be performed. The successful bidder is to make all necessary provisions as to make interruptions to any department as infrequent as possible.

J. A list of references with company names, addresses, and contact person, for contracted work of similar size and scope of work shall be included with the submittal of this bid.

K. **Each bidder** is to submit with his/her bid, a 3-ring binder, or equivalent, highlighting in detail a "custom" designed maintenance program for all generator equipment in the various county building listed herein. It shall include all testing and inspection, all preventive maintenance, repair and replacement, all component parts and supplies related to that equipment.

## Scope of Services

The Generator semi-annual preventive maintenance tasks are identified in Attachment 2, Generator PM Tasking. Each required task is identified as annually and semi-annually as designated by the X in the appropriate column heading. Please Note that this is a three year contract and will include one (1) one hour resistive load bank test at 100% rated load for each generator only upon approval by Cattaraugus County DPW supervisor. Pricing that is provided for the semi-annual services and additional service labor rates will remain the same for the duration of this three year contract.

All service visits shall be coordinated to jointly test the performance of the emergency power generation system. This test shall be performed during normal business hours. Frequency modulation shall be adjusted if warranted.

Facility Load tests shall be at the direction of each facility and will minimally occur every (1) one year.

#### Power Equipment

All electric equipment and components will be UL approved. Under no circumstances will Successful Bidder use gasoline or propane powered equipment inside the premises

#### Bidder Responsibilities

It shall be the responsibility of the bidder to examine and thoroughly read all specifications provided in this Agreement, as well as informed itself and become familiar with the nature and extent of all divisions of work necessary to perform the Services in full. Further, the bidder has thoroughly examined the Premises and is fully aware regarding conditions under which Bidder will be obligated to operate, or that in any way may affect the Services.

#### Cutting and Patching of Services

Successful Bidder shall be responsible for all cutting, fitting or patching that may be required to complete the Services or to make its several parts fit together properly. Successful Bidder shall provide protection of existing improvements as required. Successful Bidder shall not damage or endanger any portion of the Premises by cutting, patching or otherwise altering any work.

#### Cleaning Up

Successful Bidder shall, at all times, keep the Premises free from accumulation of materials or rubbish caused by its operations. At the completion of the Services, the Successful Bidder shall remove all waste materials and rubbish from and about the Premises as well as all tools, construction equipment, machinery and surplus materials.

#### Identification Badges

All Successful Bidder personnel, where required, to display an official identification badge issued by Company at all times. Successful Bidder will reimburse Company for all replacement Identification badges.

#### Visitors

Successful Bidder shall not allow any visitors or animals to accompany their employees while at the Premises. Successful Bidder shall not bring any clients on Premises without Company's prior written approval.

#### Hazards

Successful Bidder will not introduce any procedure, equipment or products that might increase or tend to increase the risk of fire or create an environment that might be dangerous to the Premises or any of its occupants, nor violate any laws, rules, codes or regulations.

#### Signs

Successful Bidder will not post any signs, advertisements or notices at the Premises without written approval from the Company.

#### Inspections

Successful Bidder shall conduct periodic evaluations of the Service. Following such evaluation, the Successful Bidder shall perform adjustments or modifications necessary to maintain the highest possible level of performance as required by this Agreement. A copy of all evaluations shall be forwarded to the Cattaraugus County Facilities Maintenance Supervisor. Company may retain a Consultant to perform Service evaluations at varying intervals. All deficiencies found will be corrected immediately upon receipt of a formal quotation and a firm purchase order is provided from Cattaraugus County.

#### Load Bank Testing

**\* Resistive load bank testing will be required as an item to be performed in reference to this scope of work. The performance of this test will be required once (1) during the second year of this three year period upon approval of Cattaraugus County DPW department at the pricing provided on the bid price sheet The Successful Bidder providing these services must adhere to all NEC70E and NFPA110 guidelines and will adhere to the requirement listed below.**

1. Test the performance of a generator set for a minimum of one (1) hour at its 100% KW nameplate rating
2. Test and adjust the engine speed governor at varying loads
3. Test and/or troubleshoot the voltage regulator and other electrical components of the generator set.
4. Test and/or troubleshoot the engine performance and engine systems, such as ignition or fuel systems.

5. Allow optimum settling of engine tunable adjustments.
6. Provide detailed load bank test reports with recorded performance readings every 15 minutes during the resistive load bank test.

### **Operational and Safety Factor Considerations**

1. Load bank should be properly grounded prior to connecting any electrical power.
2. Ensure that conductors used to connect the load bank are properly sized for the current at which the unit will be operated and that all connections are of the proper type and approved for the connection and cable.
3. Verify that there is no possibility of short circuit between connections or the generator/load bank frames. Assure proper ventilation for the hot air discharged during the operation of the load bank test (if the generator area ambient temperature is increased the performance of the generator will be reduced or, in extreme cases, damage to the generator may occur).
4. Keep all personal and other items clear of the load bank discharge areas.
5. Never leave an operating load bank unattended unless it is specifically designed for unattended operation and is equipped with the proper sensors and safety devices.
6. Trained personnel should only perform load bank tests.

### **Miscellaneous (Successful Bidder shall)**

1. Have samples analyzed for contaminants, metals, incorrect fluids and all other procedures normally undertaken to provide optimum protection to mechanical components. ALL REPORTS ARE TO BE FORWARDED TO THE MAINTENANCE SUPERVISOR.
2. Maintain all utilities systems operational during working hours. All shut downs must be performed and scheduled with the approval of County maintenance personnel.
3. Must be able to provide the equipment necessary to provide standby power in the event replacement or repairs become necessary.

### **EQUIPMENT, WIRING AND CIRCUIT CHANGES:**

1. The successful bidder shall not make any changes or alterations to the existing mechanical equipment, circuits, circuit wiring, or sequencing, nor alter the original circuit or wiring design of the emergency generator and transfer switch unless changes are authorized in writing by the Maintenance Supervisor.

### **REPORTING REQUIREMENTS:**

1. Successful Bidder shall submit the following reports:
  - A) Technician's inspection.
  - B) Coolant Spectro Analysis
  - C) DDEC Readout
  - D) Material Safety Data Sheets
  - E) Operational Test Results
  - F) Oil Spectro Analysis
  - G) Fuel Spectro Analysis
  - H) Microprocessor Control Data
  - I) Annual Baseline Data Trend. (where applicable)

### **DRAWINGS AND WIRING DIAGRAMS:**

1. Drawings, schematics, wiring diagrams, operating manuals and similar technical materials that the County has on the generators may be obtain for review, by contacting the Maintenance Supervisor. If changes are made to the emergency generator system, it is the responsibility of the successful bidder to revise such drawings, wiring diagrams, etc. At the expiration of the contract, the successful bidder shall turn over to the County, one copy of revisions to all drawing, schematics, wiring diagrams, etc., showing all modification.

### **ADDITIONAL CONDITIONS:**

1. All service performed will be covered by a job ticket and signed by County Maintenance Supervisor or designated representative.
2. A full equipment listing including: make, model, and serial number must accompany each facility quoted.
3. Approximately six (6) months prior to the end of the contract term, the Maintenance Supervisor will make a thorough maintenance inspection of all equipment covered under this contract. At the conclusion of this inspection, the Maintenance Supervisor shall give the successful bidder written notice of any deficiencies found. The successful bidder shall be responsible for correction of these deficiencies within 30 days after receipt of such notice.

RADIO TOWER LOCATIONS: **DUTCH HILL**, 5473 Narrows Road, Town of Napoli; **McCARTY HILL**, 6964 Mutton Hollow Road, Town of Great Valley; **YORKSHIRE**, 4426 Town Line Road, Town of Yorkshire; **DAYTON**, 9851 Peck Hill Road, Town of Dayton; **KNAPPS CREEK**, 253 Route 16, Town of Allegany; **OLDRO HILL TOWER**, 10887 Oldro Road, Town of Steamburg; **FOURTH STREET**, 4<sup>th</sup> Street, Town of Little Valley; **LYNDON**, 828 Lyndon Center Rd, Town of Lyndon; **NICHOLAS**, Indiana Avenue, Olean; **ALLEGANY STATE PARK**, Stone Tower Road, Town of Red House;

**NOTIFICATION:>>** THE SUCCESSFUL BIDDER SHALL NOTIFY, VIA TELEPHONE NUMBERS ON PAGE 10, EACH LOCATION 48 HOURS PRIOR TO ARRIVING FOR INSPECTION & TESTING. CONTACT PERSONAL: DPW FACILITY, JEFF HARRISON; LITTLE VALLEY COUNTY CENTER & JAIL, BRIAN BINGERMAN; COUNTY OFFICE BUILDING-OLEAN, GARTH JOHNSTON; RADIO TOWERS, JORDAN HAINES; PINES – OLEAN AND MACHIAS, CHRISTOPHER KLEMANN;

**NOTE:>>** ALL PARTS/MATERIALS THAT ARE USED FOR REPAIRS ON THE SPECIFIED EQUIPMENT, THAT ARE NOT COVERED UNDER THIS AGREEMENT WILL BE PAID FOR AT **"COST PLUS 15% MARKUP"**. A COMPLETE BREAK DOWN AND EXPLANATION OF WORK, HOURS, AND PROOF OF COST OF PARTS TO SUCCESSFUL BIDDER MUST BE SUBMITTED WITH VOUCHER FOR PAYMENT.

**NOTE:>>** DURING THE TERM OF THIS CONTRACT, THE MAINTENANCE SUPERVISOR MAY AUTHORIZE THE SUCCESSFUL BIDDER TO USE OVERTIME IN ORDER TO EXPEDITE MAJOR REPAIRS. THIS AUTHORIZATION WILL BE GRANTED ONLY IN THOSE INSTANCES WHERE THE MAINTENANCE SUPERVISOR HAS MADE THE DETERMINATION THAT SUCH ACTION IS IN THE BEST INTEREST OF THE COUNTY. OVERTIME WILL BE PAID AT "TIME AND A HALF" RATE BASED ON THE HOURLY RATE STATED ON THE BID FORM.

**NOTE:>>** The successful bidder shall charge only the "TOTAL COST PER YEAR" bid amounts for each location submitted on the BID FORM for that particular year (First Year, Second Year or Third Year). This amount is a total of all scheduled preventive maintenance per location. The bid amounts for the three years **"SHALL NOT"** be added together and then divided according to the number of "PM" services for the three years.

A COMPLETE LIST OF ALL GENERATORS AND THE LOCATIONS FOLLOW THE "**GENERATOR AND TRANSFER SWITCH MAINTENANCE SCOPE OF WORK**". THE LIST IS PART OF THE **"BID FORM"**

## GENERATOR AND TRANSFER SWITCH MAINTENANCE SCOPE OF WORK

<b>Three Year Maintenance Items</b>	<b>INTERVAL</b>	<b>INTERVAL</b>
Flush cooling system during second year of this contract	YEAR 2	
Install new coolant during second year of this contract	YEAR 2	
Install new coolant hoses and clamps during second year of contract	YEAR 2	
Install new spark plugs, ignition cables, distributor cap, rotor, points and condenser during year three of this contract		YEAR 3
Perform one (1) hour resistive load bank test at 100% rated load for each generator set during year three of this contract and provide reports		YEAR 2

<b>Annual Maintenance Items</b>	<b>Inspection</b>	<b>Full Service PM</b>
Change oil filters		X
Change primary and secondary fuel filters		X
Change engine oil		X
Legally and professionally dispose of waste oil and filters		X
Lubricate fan drive with OEM bearing lubricant for high speed applications and temperatures: -30 degree F to 325 degree F		X
Replace inlet filter for day tank		X

<b>Cooling System Semi-Annual Maintenance Items</b>	<b>Inspection</b>	<b>Full Service PM</b>
Analyze coolant for proper antifreeze percentage	X	X
Analyze coolant conditioner level and add additional supplemental coolant additive as needed (up to 2 quarts)	X	X
Tighten hose clamps as needed	X	X
Inspect pulleys for excessive wear	X	X
Visual inspection of radiator/heater exchanger for leaks, damage and obstruction	X	X
Add coolant (up to 1 gallons) to bring the coolant to correct level	X	X
Inspect condition of radiator cap, gasket, and sealing surface	X	X
Visual inspection of water pump and cooling system gaskets for leaks	X	X
Inspect belts for cracking and fraying	X	X
Check jacket water heater(s) for proper operation and adjust thermostat setting as needed	X	X
Check belt tension	X	X
Inspect flexible water connections for cracking, leaks and pliability	X	X

<b>Lubrication System Semi-Annual Maintenance Items</b>	Inspection	Full Service PM
Clean crankcase breather, inspect hose and connections	X	X
Take oil sample for analysis provide report (after operational checks)	X	
Add crankcase oil (up to 1 gallons) to bring the oil to correct level	X	
Inspect oil heater for proper operation and leaks	X	X
Check for excessive crankcase blow-by with engine running	X	X
Visual inspection of front and rear crankshaft seals and lubrication system gaskets for leaks	X	X
<b>Fuel System Semi-Annual Maintenance Items</b>	Inspection	Full Service PM
Clean primary fuel filter (if screen type)	X	
Drain water and sediment from day tank (if accessible)	X	
Test day tank alarms	X	
Inspection of steel fuel lines for cracks, leaks and proper line bracket support	X	
Inspect flexible fuel lines for cracking, leaks and pliability	X	X
Test day tank pump for proper operation and level	X	X
Operate fuel priming pump and check for proper operation and leaks	X	X
Drain water from water separator	X	X
Check fuel system for leaks	X	X
Check governor oil level and add oil as needed	X	X
Record fuel level in main fuel tank	X	X
<b>Starting System Semi-Annual Maintenance Items</b>	Inspection	Full Service PM
Test and record batter cells' electrolyte specific gravity	X	X
Check and record battery voltage dip level during overcrank test for minimum voltage required to maintain controls during start-up	X	X
Clean and apply corrosion inhibitor to the terminals of lead acid batteries as needed	X	X
Tighten battery cable connections as needed	X	X
Inspect and tighten starter motor(s), connections and wiring	X	X
Top off electrolyte level	X	X
Check and record battery charger amperage and cranking voltage	X	X
Check battery charger and adjust float rate for optimum batter performance and life	X	X
Check and record alternator for proper charge rate with engine running	X	X
Check for proper cranking termination upon starting	X	X

<b>Exhaust System Semi-Annual Maintenance Items</b>	<b>Inspection</b>	<b>Full Service PM</b>
Inspect flexible exhaust copuling for cracks and excessive leakage	X	X
Check for abnormal exhaust characteristics with engine running (signs of wet stacking)	X	X
Inspect exterior of exhaust manifolds for oil/fuel slobbering (signs of wet stacking)	X	X
Inspect exhaust rain protection and exhaust outlet screening	X	X
Drain water in exhaust moisture traps	X	X
Inspect exhaust manifold(s) for broken or missing hardware	X	X
<b>Air Intake System Semi-Annual Maintenance Items</b>	<b>Inspection</b>	<b>Full Service PM</b>
Inspection of air cleaner seal for pliability and sealing	X	X
Inspection of turbocharger for excessive end play clearance (if accessible) and seal leakage	X	X
Inspect air filters for plugging and deterioration	X	X
Test air cleaner indicator	X	X
Check all air intake piping for damage and loose connections	X	X
<b>Operational Semi-Annual Maintenance Items</b>	<b>Inspection</b>	<b>Full Service PM</b>
Make walk around inspection of complete installation	X	X
Cold start engine	X	X
Record amps, volts, oil pressure, water temp, fuel pressure, frequency and KW output	X	X
Inspect generator set vibration isolators	X	X
Check for unit on-line capability in less than 10 seconds	X	X
Check for abnormal noise or vibration	X	X
Re-check oil level with engine running	X	X
Re-check for leaks with engine running	X	X
Check for proper operation of remote fan motors, thermostats, circulation pumps and solenoid valves	X	X
Check inlet and discharge louvers for proper operation with engine running and stopped	X	X



<b>Control Panel Semi-Annual Maintenance Items</b>	Inspection	Full Service PM
Check for and tighten loose terminals on the generator set and the generator control panel	X	X
Check tightness of relays in the generator control panel	X	X
Inspect for excessive dirt accumulation and clean as needed	X	X
Test auto-start system	X	X
Test safeties and prealarms on control and annunciator panels	X	X
Operational check of safety devices and illumination of safety lamps	X	X
Check proper operation of engine and generator instruments with generator running	X	X
Adjust governor control for optimum performance and frequency	X	X
Adjust voltage regulator for proper voltage	X	X
Verify operation of exerciser switch/timer if equipped	X	X
<b>Generator &amp; Regulator Semi-Annual Maintenance Items</b>	Inspection	Full Service PM
Check rotor air for correct clearance	X	X
Inspection of rotor and stator for damage and excessive oil or dirt build-up	X	X
Inspection of coupling and guards for loose or missing parts	X	X
Check tightness of generator leads and voltage regulator control wiring	X	X
Inspect brushes and slip rings or rotating rectifier	X	X
Clean and adjust voltage droop potentiometer	X	X
Inspect exciter field	X	X
<b>Completion of Services Semi-Annual Maintenance Items</b>	Inspection	Full Service PM
Reset all controls to automatic	X	X
Set circuit breaker to correct position	X	X
Check fuel valves for correct position	X	X
Check voltage regulator is ON and NOT tripped	X	X
Check battery charger is ON	X	X
Check day tank controls are ON	X	X
Louver controls are ON	X	X
Jacket water heater(s) are ON	X	X
Remote radiator fan controls are ON	X	X
Auxiliary water pump controls are ON	X	X

**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](mailto: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:**

	<b>A</b>	<b>C</b>	<b>Ca</b>	<b>D</b>	<b>F</b>	<b>G</b>	<b>Ga</b>
	<b>Construction &amp; Maintenance</b>	<b>Professional</b>	<b>Low Risk Professional</b>	<b>Property Leased to Others or Use of Facilities</b>	<b>Livery</b>	<b>All Purpose Public Entity, Concessionaire</b>	<b>Low Risk All Purpose Public Entity</b>
<b>* ** COMMERCIAL GENERAL LIABILITY</b>	\$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			
<b>** AUTO LIABILITY</b>	\$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
<b>* ** EXCESS LIABILITY</b>	\$3,000,000	\$1,000,000		\$1,000,000	\$3,000,000	\$1,000,000	
<b>WORKERS' COMP.</b>	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
<b>EMPLOYER'S LIABILITY</b>	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
<b>*** PROFESSIONAL LIAB.</b>		\$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 at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(SEAL OF THE CORPORATION)

\_\_\_\_\_  
Secretary

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

By \_\_\_\_\_  
Title

## 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 \_\_\_\_ (\_\_\_\_) \_\_\_\_\_

LOCAL OFFICE:

Street \_\_\_\_\_

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

Telephone \_\_\_\_ (\_\_\_\_) \_\_\_\_\_ Fax \_\_\_\_ (\_\_\_\_) \_\_\_\_\_

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 ***Generator Inspection, Testing & Maintenance Agreement at Various County Locations***, 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)

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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:

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Authorized Signature and Title:

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Signature

---

Title

---

Date

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

# **PREVAILING WAGE SCHEDULE**

## **FOR ARTICLE 8 PUBLIC WORK PROJECT**

**Location:** Cattaraugus County

**Project Type:** Generator Maintenance – County Buildings

**PRC#:** 2017004302

**Effective dates of schedule provided by NYS DOL:** July 2016 through June 2017.

A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for this project.

The current schedule(s) of the prevailing rates and prevailing hourly supplements for the project referenced above may be accessed at the New York State Department of Labor website @ <http://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt>. Updated PDF copies of your schedule can be accessed by entering the assigned PRC# at the proper location on the website.

For policy or rate questions call the NYS Department of Labor in Buffalo at (716) 847-7159. If you do not have internet access, you may contact the Cattaraugus County DPW, **Dawn Smith** at (716) 938-2465 to request a copy of the prevailing rate schedule provided for this project.