

MINIMUM SPECIFICATIONS FOR

**OVERHEAD DOOR REPAIR, REPLACEMENT,  
INSTALLATION & PREVENTIVE MAINTENANCE**

FOR  
CATTARAUGUS COUNTY

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*

*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*

### Request for Proposal

Sealed proposals for **OVERHEAD DOOR REPAIR, REPLACEMENT, INSTALLATION AND PREVENTIVE MAINTENANCE** 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 **Tuesday, August 1, 2017 at 2:00 P.M.** after which it will be opened by the undersigned, under the direction of the Public Works Committee of the Cattaraugus County Legislature at the Department of Public Works Facility, 8810 Route 242, Little Valley, New York, 14755. Each proposal, at the time it is received, will be stamped showing the date and time of receipt.

All proposals must be sealed and clearly marked:

#### ATTENTION:

**DPW PROPOSAL NO. 17-203 - OVERHEAD DOOR REPAIR, REPLACEMENT, INSTALLATION AND PREVENTIVE MAINTENANCE**

**Proposal must be delivered to Cattaraugus County DPW, 8810 Route 242, Little Valley, NY 14755 ATTN: Dawn Smith.**

Proposal sheets and instructions may be obtained at the Cattaraugus County Department of Public Works, 8810 Route 242, Little Valley, New York 14755. Phone Dawn Smith at (716) 938-9121, Ext. 2465.

All proposals received are subject to all federal and state controls concerning said item(s).

All proposals must be accompanied by a NON-COLLUSIVE CERTIFICATION. Any proposal submitted without such certification will not be accepted. Any proposal not meeting **ALL** specifications will not be considered.

The County Legislature reserves the right to reject any or all proposals, to waive any informalities, and to accept the lowest responsible proposal.

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

## INSTRUCTIONS TO PROPOSER

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### 1. PROPOSAL DEPOSIT:

**NOT REQUIRED**

### 2. PERFORMANCE BOND.

**NOT REQUIRED**

### 3. PROPOSAL FORM

Proposal shall be submitted on these Cattaraugus County Proposal forms or proposal will not be considered. Proposal must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. All blanks must be filled in with required information or, if no proposal on an item, the designation N/B (no proposal).

### 4. CHANGES

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

### 5. INFORMALITIES

The County may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all proposals. The contract award will be made to a responsible proposer submitting the proposal deemed to be most advantageous to the County. Conditional proposals will not be accepted.

### 6. PROPOSAL TIME

Any proposal may be withdrawn prior to the above scheduled time for the opening of proposals, or authorized postponement thereof. Any proposal 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 proposer to perform the work, and the proposer 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 proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

### 8. PROPOSAL ENVELOPE

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

### 9. NON-COLLUSIVE CERTIFICATION

Non-collusive bidding certification shall be made by each proposer in the form provided and shall be submitted as a part of the proposal. Proposals 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 proposed to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed delivery date.

### 11. REFERENCES

A list of references for whom the proposer has done work in the past must accompany the proposal.

### 12. EXECUTORY CLAUSE

This executory clause shall be a part of any agreement entered into pursuant to this proposal:

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.

or conditions of this section of the contract; and

### 13. DELIVERY SCHEDULE

Failure to meet delivery or completion schedule as per accepted proposal may result in legal action by Cattaraugus County to recover damages.

### 14. TAXES

No taxes are to be billed to the County. Proposal 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 proposal.

### 15. COMPLIANCE WITH LAWS

The successful proposer 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 proposer 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

- (e) the aforesaid provisions of this section covering every contract for or on behalf of 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 provisions 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 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. CONTRACT ASSIGNMENTS

The proposer 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.

### 19. ADDITIONAL INFORMATION

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

## 20. HOLD HARMLESS

The successful proposer to whom the proposal 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 proposal.

## 21. PROPOSAL VALIDITY

This proposal is firm and irrevocable for a period of 45 days from the date and time of the proposal opening. If a contract is not awarded within the 45 day period, a proposer to whom the proposal has not been awarded may withdraw his proposal by serving written notice of his intention to do so upon the Clerk of the County Legislature.

## 22. 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.

## 23. PRICE IS FIRM

The unit prices proposed shall remain firm, and any other charges proposed shall also remain firm, for work, and/or services described in this proposal in accordance with the detailed specifications for those services.

## 24. PROPOSER AFFIRMATION

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

## 25. 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.

## 26. 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.

## 27. 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.

MINIMUM SPECIFICATIONS  
for  
OVERHEAD DOOR REPAIR, REPLACEMENT,  
INSTALLATION & PREVENTIVE MAINTENANCE  
for  
CATTARAUGUS COUNTY FACILITIES

**INTENT**

These specifications are to obtain contracted services for on call repair, replacement/installation, and preventative maintenance of Overhead Door systems at various facilities throughout Cattaraugus County. Contract shall be for routine, general work as per the Uniform Building Code on an on call basis from the Cattaraugus County Department of Public Works. There is no minimum guaranteed amount of work hereunder. Payment shall be for only work and material requested by the Commissioner of Cattaraugus County DPW or designated employee. Any new sites that are discovered that need service but are not listed above will be added during the term of this proposal.

**OBLIGATION OF PROPOSER**

**Every person intending to make a proposal is expected, before submitting the proposal, to make himself fully familiar with the work to be done.** A contractor will be debarred from pleading misunderstandings or deception because of estimates of quantities, character, scope of work, location, parts availability or other conditions surrounding the same. Permission will not be given to withdraw, modify, or explain any proposal or bid after the time of opening. **Contractor must be able to provide ALL material and labor warranties and any parts needed for the work.**

**RESPONSE TIME**

Response time for Cattaraugus County overhead door repairs is requested as follows:

- 1) Non-Emergency Repairs: Response preferred within Twenty-four (24) hours but not longer than Five (5) days.
- 2) Non-Preventive Maintenance: Response preferred within Twenty-four (24) hours but not longer than Five (5) days.
- 3) Emergency Repairs: Respond same day

Proposer shall clearly note his response time on proposal for both routine and emergency work. If contractor cannot meet the time stated, Cattaraugus County reserves the right to go elsewhere whenever it deems necessary.

Emergency work response time will require priority service that may be out of normal work hours. Overtime and off hour work will be paid in accordance with prevailing wage rate schedule.

**PREVENTIVE MAINTENANCE**

Preventive Maintenance Service to include the following:

- 1) Level and Align Doors and Tracks
- 2) Adjust Torsion Springs for proper balance with opener disconnected for a true balance inspection.
- 3) Tighten all Fasteners
- 4) Inspect and Replace any worn or frayed cables
- 5) Replace any worn or damaged minor hardware including rollers and hinges
- 6) Lubricate all moving parts
- 7) Lubricate door openers to include chain and sprocket alignment and adjustment
- 8) Set limits to proper open/close settings
- 9) Lubricate all moving parts
- 10) Inspect and Test Safety Strip

The County will require that the proposer performs annual preventive maintenance service visits for each door listed. PM visits will be scheduled at a mutually agreeable time.

#### **ADDITIONAL SERVICE**

Discovery of additional necessary repairs during the course of a Preventive Maintenance Service visit shall be quoted and brought to the attention of the Commissioner of Cattaraugus County DPW for approval, prior to completing work.

#### **PRICE**

The proposal prices shall be for an Overhead Door Mechanic and apprentice with an equipped field truck. One qualified Mechanic must be sent by contractor for any maintenance work done for Cattaraugus County. If a second employee is needed for the work, such as door replacement, an apprentice shall be sent to assist. ALL COSTS SHALL BE INCLUDED IN THE HOURLY RATE BID PRICE.

**Upon completion of service, Mechanic shall present the Cattaraugus County employee at the job site with a Service Ticket in writing listing clearly any and all hours, work performed, parts, and any other services performed. This is to be signed by the County employee at the job site. Invoice submitted to the County shall contain same items as service ticket.**

Standard equipment and tools required to perform work must be furnished with Mechanic's field truck. The winning proposer shall also furnish all safety equipment necessary to comply with prevailing OSHA and New York State Department of Labor codes such as hard hats, goggles, ear plugs, lockout, tagout devices, and fall protection.

When invoicing the County, the Contractor shall list their cost for the materials and parts used plus the percentage markup submitted with their proposal. It is the County's option to provide some or all of the material and parts needed.

When invoicing the County, the Contractor shall list their cost for any specialized rental equipment needed (such as lifts) plus the percentage markup submitted with their proposal. Prior approval must be provided to the Contractor by the Commissioner of Cattaraugus County DPW, or other designee before specialized equipment is used.

#### **ESTIMATED PROJECT COSTS**

Successful Contractor shall provide, whenever required, an estimated cost before each project begins which includes the number of hours expected to complete said project with a total anticipated cost. This shall be given to the designated County employee for approval before starting work, with final evaluation of project and price to be determined by the County.

#### **WARRANTY**

The vendor shall guarantee all parts and workmanship provided by the vendor for one (1) year with no additional charges to be made to the County.

#### **PREVAILING WAGE**

This project has been submitted to the New York State Department of Labor and has been assigned PRC#2016007113. If you have received this bid specification via e-mail, a copy of this schedule is available from their website at: [www.labor.state.ny.us](http://www.labor.state.ny.us). If unable to obtain a copy from the website, please contact Dawn Smith, Procurement Specialist at the Cattaraugus County DPW.

It is the responsibility of the contractor to pay the New York State Department of Labor prevailing wage to all employees involved in this contract as indicated in the DOL Prevailing Wage Schedule. Contractors are required to post the schedule on the jobsite and provide copies of the schedule to all their contractors. The requirement that contractors obtain affidavits from the subcontractors that such schedules have been provided is also in effect. Updates to this schedule are also available on the website.

Certified copies of payrolls shall be submitted with invoice. Forms are available on the above NYS Department of Labor website.

## **TERM**

Initial contract shall be from September 1, 2017 through August 31, 2018.

## **EARLY TERMINATION**

Cattaraugus County reserves the right, in its sole discretion and without reason, to terminate this contract upon thirty days written notice, upon termination as set forth herein. The County's sole obligation shall be to pay Contractor for services rendered to date. The County shall have no other liability or responsibility for lost compensation, lost profit, or damages of any kind or nature arising from the said termination.

Failure on the part of the Contractor to meet the requirements of this contract shall result in immediate termination at the option of the County.

## **SITES TO BE SERVICED ARE LISTED AS FOLLOWS:**

<b>Main DPW Facility:</b>			
DPW Little Valley	8810 Route 242, Little Valley, NY 14755	Jeff Harrison	716-938-2466
Little Valley County Center	303 Court Street, Little Valley, NY 14755	Brian Bingerman	716-938-2202
The Pines Healthcare – Olean	2245 West State Street, Olean, NY 14760	Chris Klemann	716-373-4426
The Pines Healthcare – Machias	9822 Route 16, Machias, NY 14101	Chris Klemann	716-373-4426
Onoville Marina	704 W. Perimeter Road, Steamburg, NY 14783	James Welch	716-354-2615
<b>Highway Barns:</b>			
Allegany Hwy Barn	3108 North 7th Street, Allegany, NY 14706	Scott Andrews	716-373-8020
Franklinville Hwy Barn	8600 Olean-Buffalo Rd., Machias, NY 14101	Brian Golley	716-353-4440
Markhams Hwy Barn	9196 Dayton-Markham Rd., Dayton, NY 14041	Blake Phinney	716-532-2120
Randolph Hwy Barn	10 Borden St., Randolph, NY 14772	Eric Moffit	716-358-2221
West Valley Hwy Barn	5630 Fox Valley Rd., West Valley, NY 14171	Doug Steffenhagen	716-942-3491
Cold Storage / Five Points Garage	8810 Route 242, Little Valley, NY 14755	Jim Flora	716-938-9648
<b>Refuse Facilities:</b>			
Salamanca Transfer Station	289 Center St., Salamanca, NY 14779	Linda McAndrew	716-938-2486
Dayton Transfer Station	9270 Cubic Rd., Dayton, NY 14041	Linda McAndrew	716-938-2486
Farwell Transfer Station	1430 Farwell Rd., Ischua, NY 14743	Linda McAndrew	716-938-2486

## **COMPLETE LIST OF DOORS**

See Attached Door Inventory List

## **FLOOR PLANS**

See Attached Floor Plans

## **METHOD OF AWARD**

The contract will be awarded to the vendor with the proposal deemed to provide the best value to the County. Heavy emphasis will be placed on price, but other factors will be considered.

**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:

	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
<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.

\*\* '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: \_\_\_\_\_

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 ***Overhead Door Repair, Replacement, Installation and Preventive Maintenance*** 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:

\_\_\_\_\_  
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

## OVERHEAD DOOR INVENTORY

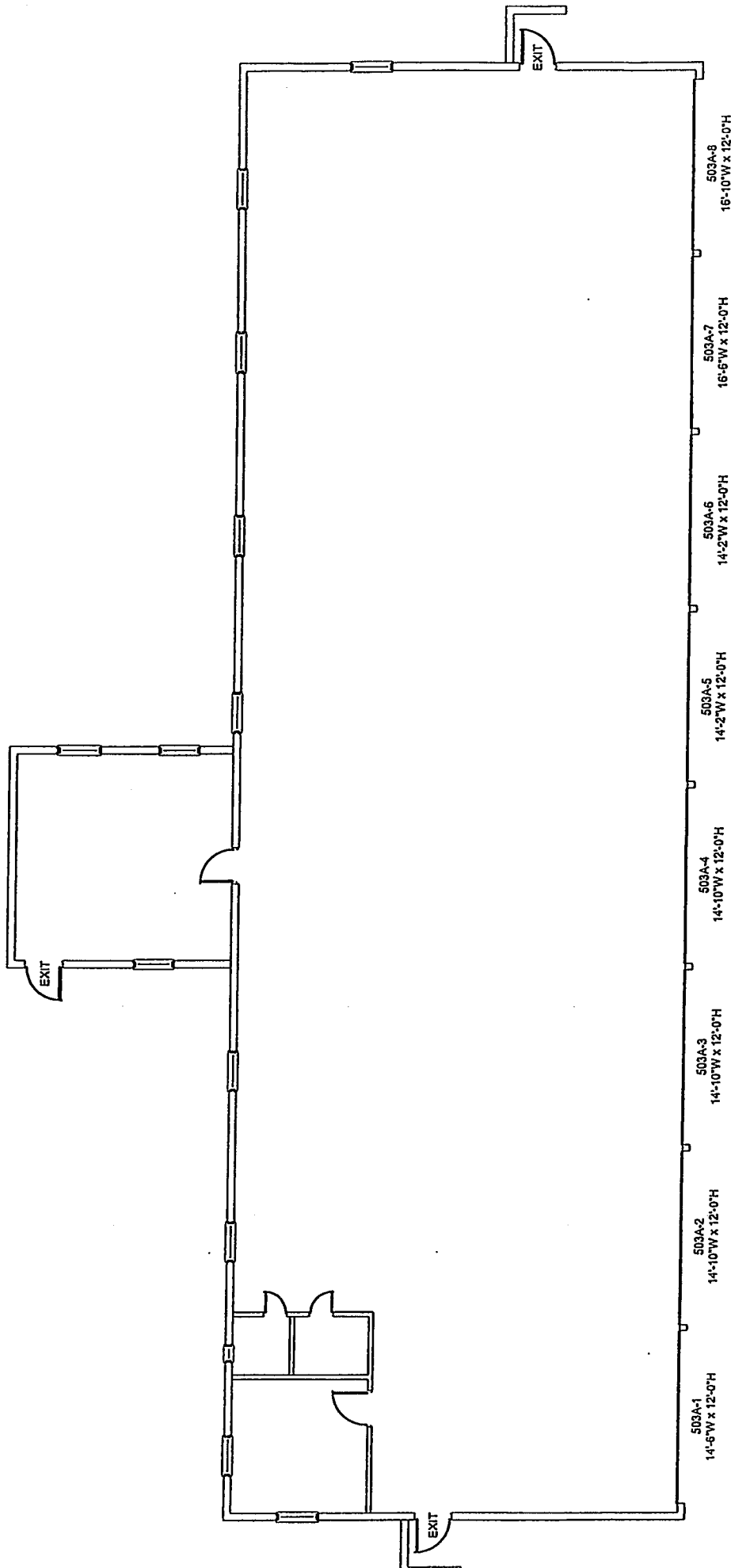
LOCATION	DOOR	DOOR WIDTH	DOOR HEIGHT	COMMENTS
Allegany Highway Barn	503A-1	14'-6"	12'-0"	
	503A-2	14'-10"	12'-0"	
	503A-3	14'-10"	12'-0"	
	503A-4	14'-10"	12'-0"	
	503A-5	14'-2"	12'-0"	
	503A-6	14'-2"	12'-0"	
	503A-7	16'-6"	12'-0"	
	503A-8	16'-10"	12'-0"	
Franklinville Highway Barn	503F-1	16'-2"	12'-0"	
	503F-2	16'-2"	12'-0"	
	503F-3	16'-2"	12'-0"	
	503F-4	16'-2"	12'-0"	
	503F-5	16'-2"	12'-0"	
	503F-6	16'-2"	12'-0"	
	503F-7	16'-2"	12'-0"	
	503F-8	16'-2"	12'-0"	
	503F-9	16'-2"	12'-0"	
	503F-10	18'-2"	12'-0"	
Markhams Highway Barn	503M-1	14'-0"	12'-0"	
	503M-2	14'-0"	12'-0"	
	503M-3	14'-0"	12'-0"	
	503M-4	14'-0"	12'-0"	
	503M-5	16'-0"	12'-0"	
	503M-6	16'-0"	12'-0"	

## OVERHEAD DOOR INVENTORY

LOCATION	DOOR	DOOR WIDTH	DOOR HEIGHT	COMMENTS
Randolph Highway Barn	503R-1	14'-5"	12'-0"	
	503R-2	14'-2"	12'-0"	
	503R-3	14'-4"	12'-0"	
	503R-4	16'-6"	12'-0"	
	503R-5	16'-9"	12'-0"	
West Valley Highway Barn	503W-1	14'-2"	12'-0"	
	503W-2	16'-2"	12'-0"	
	503W-3	16'-2"	12'-0"	
	503W-4	16'-2"	12'-0"	
	503W-5	12'-2"	12'-0"	
Little Valley DPW Building	LV-1	20'-0"	14'-0"	
	LV-2	16'-0"	14'-0"	
	LV-3	24'-0"	14'-0"	
	LV-4	14'-0"	14'-0"	
	LV-5	10'-0"	14'-0"	
	LV-6	12'-0"	14'-0"	
	LV-7	14'-0"	14'-0"	
	LV-8	8'-0"	10'-0"	
	LV-9	12'-0"	10'-0"	
	LV-10	12'-0"	10'-0"	
Little Valley Cold Storage	LVCS-1	14'-0"	12'-0"	
	LVCS-2	20'-0"	14'-0"	
	LVCS-3	12'-0"	12'-0"	
	LVCS-4	12'-0"	12'-0"	
	LVCS-5	20'-0"	14'-0"	
	LVCS-6	14'-0"	12'-0"	
Little Valley Wash Bay	LVWB-1	14'-0"	14'-0"	
	LVWB-2	14'-0"	14'-0"	

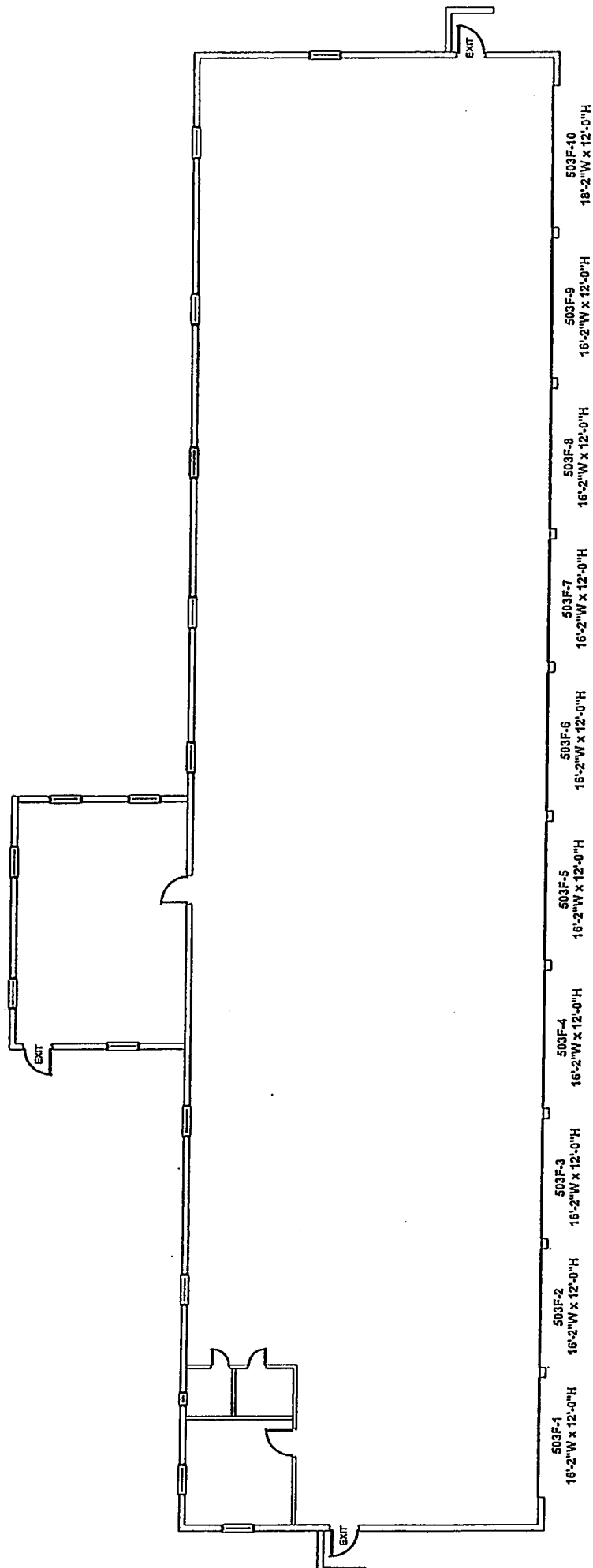
## OVERHEAD DOOR INVENTORY

LOCATION	DOOR	DOOR WIDTH	DOOR HEIGHT	COMMENTS
Little Valley County Center	LVCC-1	9'-0"	7'-4"	
	LVCC-2	9'-10"	9'-8"	
	LVCC-3	8'-0"	8'-10"	
	LVCC-4	8'-0"	8'-10"	
	LVCC-5	8'-0"	8'-10"	
	LVCC-6	8'-0"	8'-10"	
	LVCC-7	9'-8"	10'-6"	
	LVCC-8	9'-8"	10'-6"	
Dayton Transfer Station	DT-1	16'-6"	24'-0"	
	DT-2	16'-6"	24'-0"	
Farwell Transfer Station	FT-1	16'-6"	12'-0"	
	FT-2	16'-6"	12'-0"	
	FT-3	16'-6"	24'-0"	
	FT-4	16'-6"	24'-0"	
Salamanca Transfer Station	ST-1	16'-6"	24'-0"	
	ST-2	16'-6"	24'-0"	
Machias Pines	MP-1	8'-0"	8'-0"	
	MP-2	10'-0"	9'-10"	
	MP-3	10'-0"	9'-10"	
	MP-4	12'-0"	12'-0"	
Olean Pines	OP-1	12'-0"	12'-0"	
	OP-2	12'-0"	12'-0"	
	OP-3	12'-0"	12'-0"	
	OP-4	8'-0"	9'-0"	
Onoville Maint. Building	ON-1	12'-2"	14'-1"	
	ON-2	12'-2"	14'-1"	

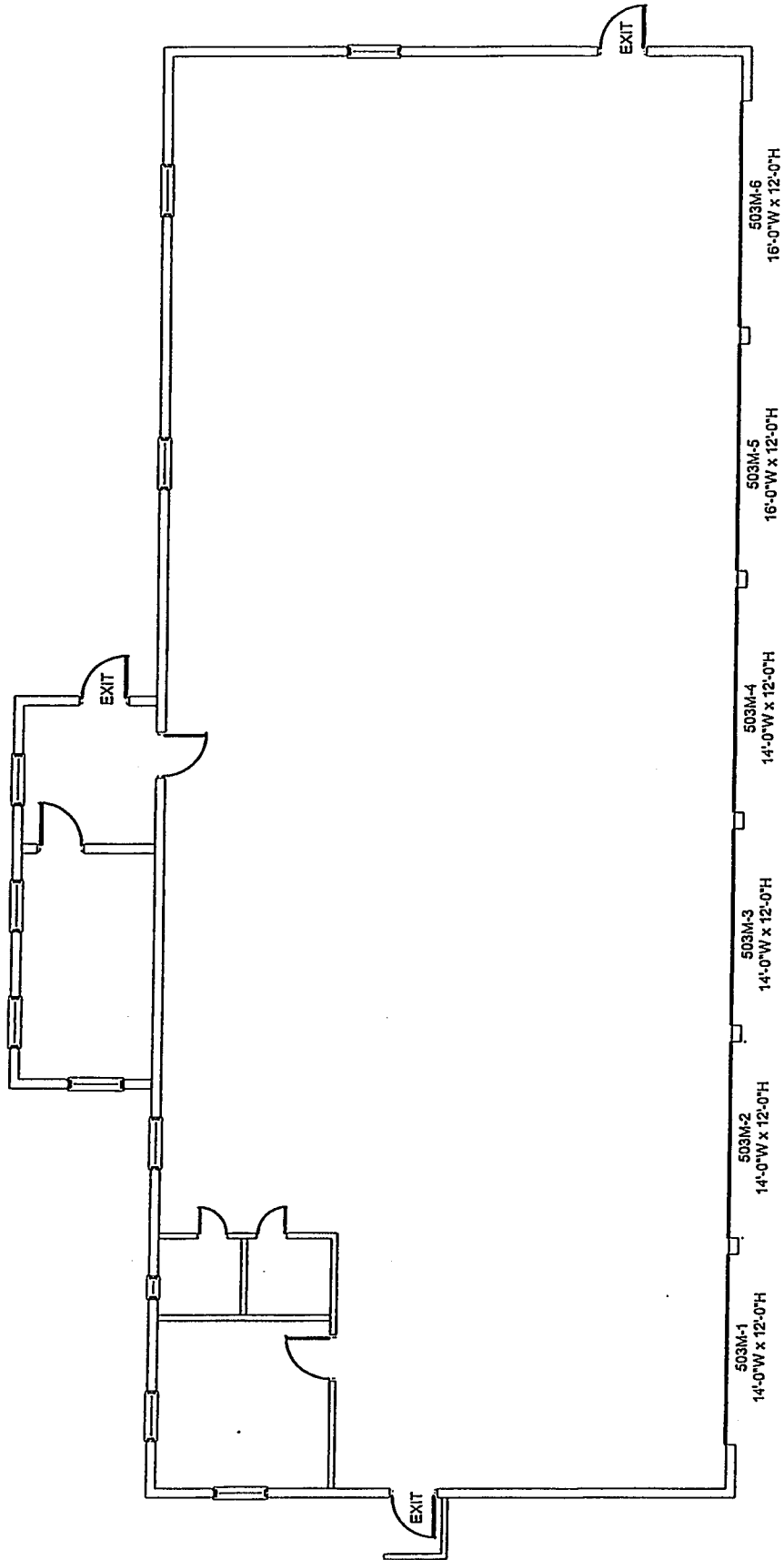


503A-1 14'-6"W x 12'-0"H 503A-2 14'-10"W x 12'-0"H 503A-3 14'-10"W x 12'-0"H 503A-4 14'-10"W x 12'-0"H 503A-5 14'-2"W x 12'-0"H 503A-6 14'-2"W x 12'-0"H 503A-7 16'-5"W x 12'-0"H 503A-8 16'-10"W x 12'-0"H

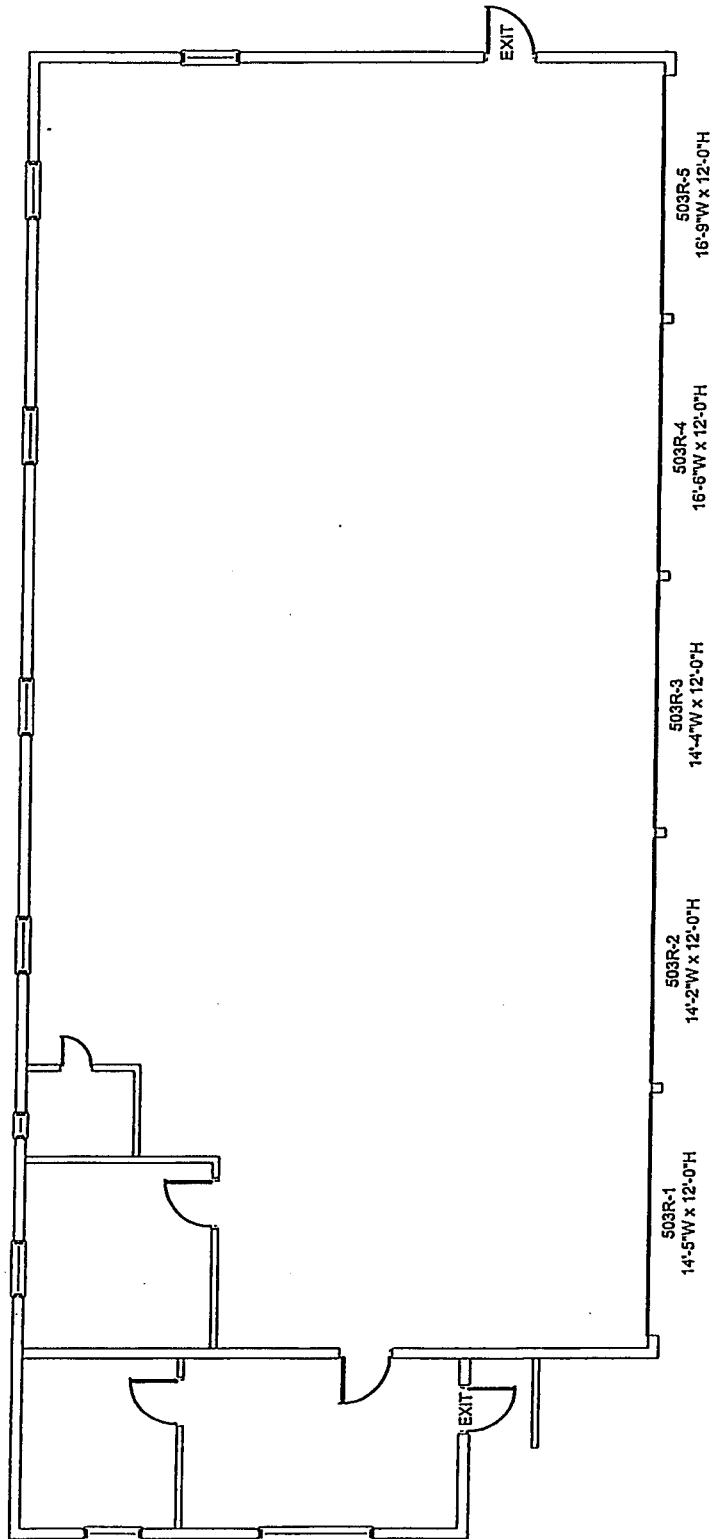
CATTARAUGUS COUNTY	
DEPARTMENT OF PUBLIC WORKS	
OVERHEAD DOOR PLAN, ALLEGANY BARN	
SEVENTH STREET., ALLEGANY	
SCALE: NONE	DATE: FEB. 2014



CATTARAUGUS COUNTY	
DEPARTMENT OF PUBLIC WORKS	
OVERHEAD DOOR PLAN, FRANKLINVILLE BARN	
8600 NYS ROUTE 16, MACHIAS	
SCALE: NONE	DATE: FEB. 2014



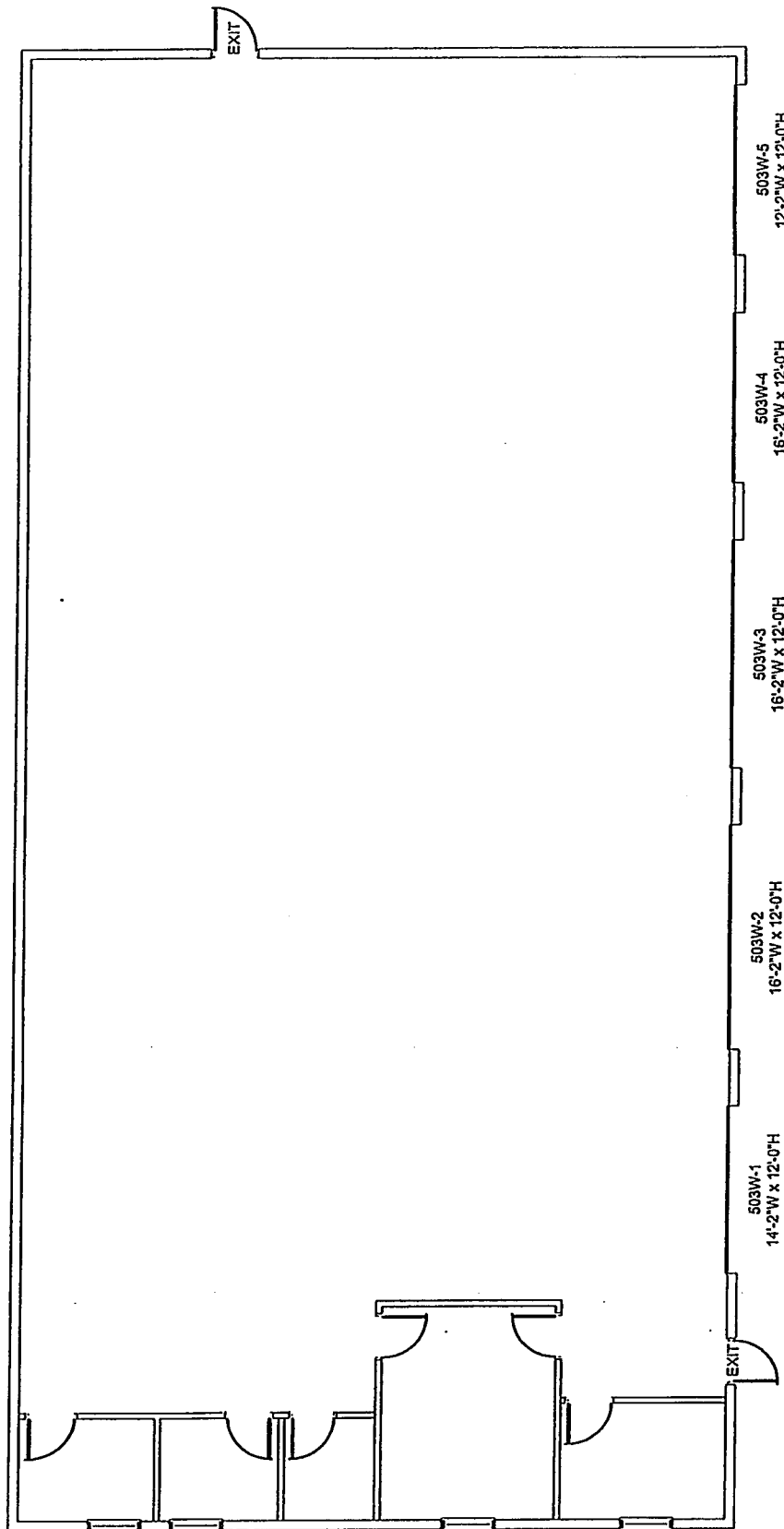
CATTARAUGUS COUNTY	
DEPARTMENT OF PUBLIC WORKS	
OVERHEAD DOOR PLAN, MARKHAMS BARN	
N.Y.S. ROUTE 62, DAYTON	
SCALE: NONE	DATE: FEB. 2014



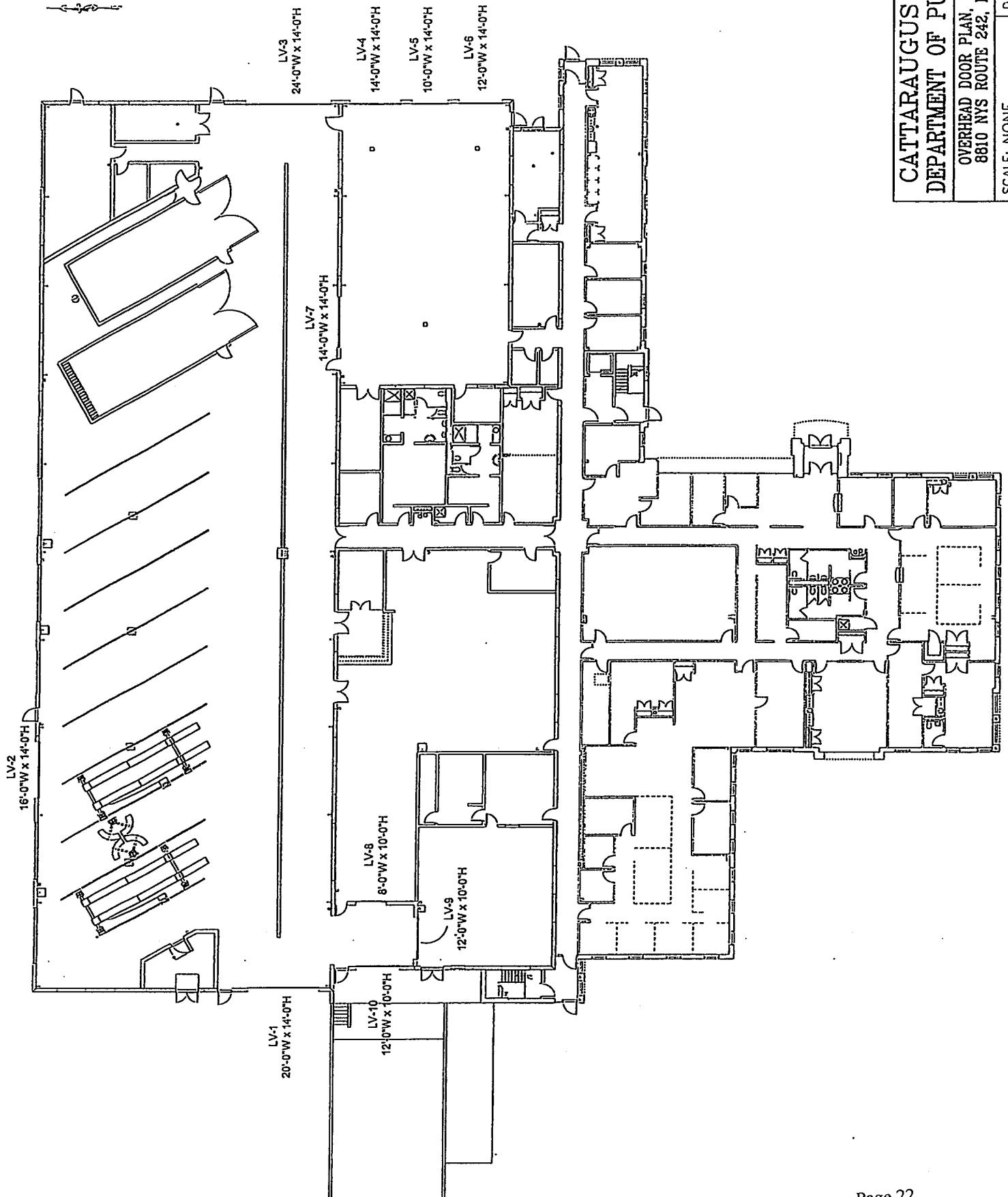
**CATTARAUGUS COUNTY  
DEPARTMENT OF PUBLIC WORKS**

OVERHEAD DOOR PLAN, RANDOLPH BARN  
BORDEN STREET, RANDOLPH

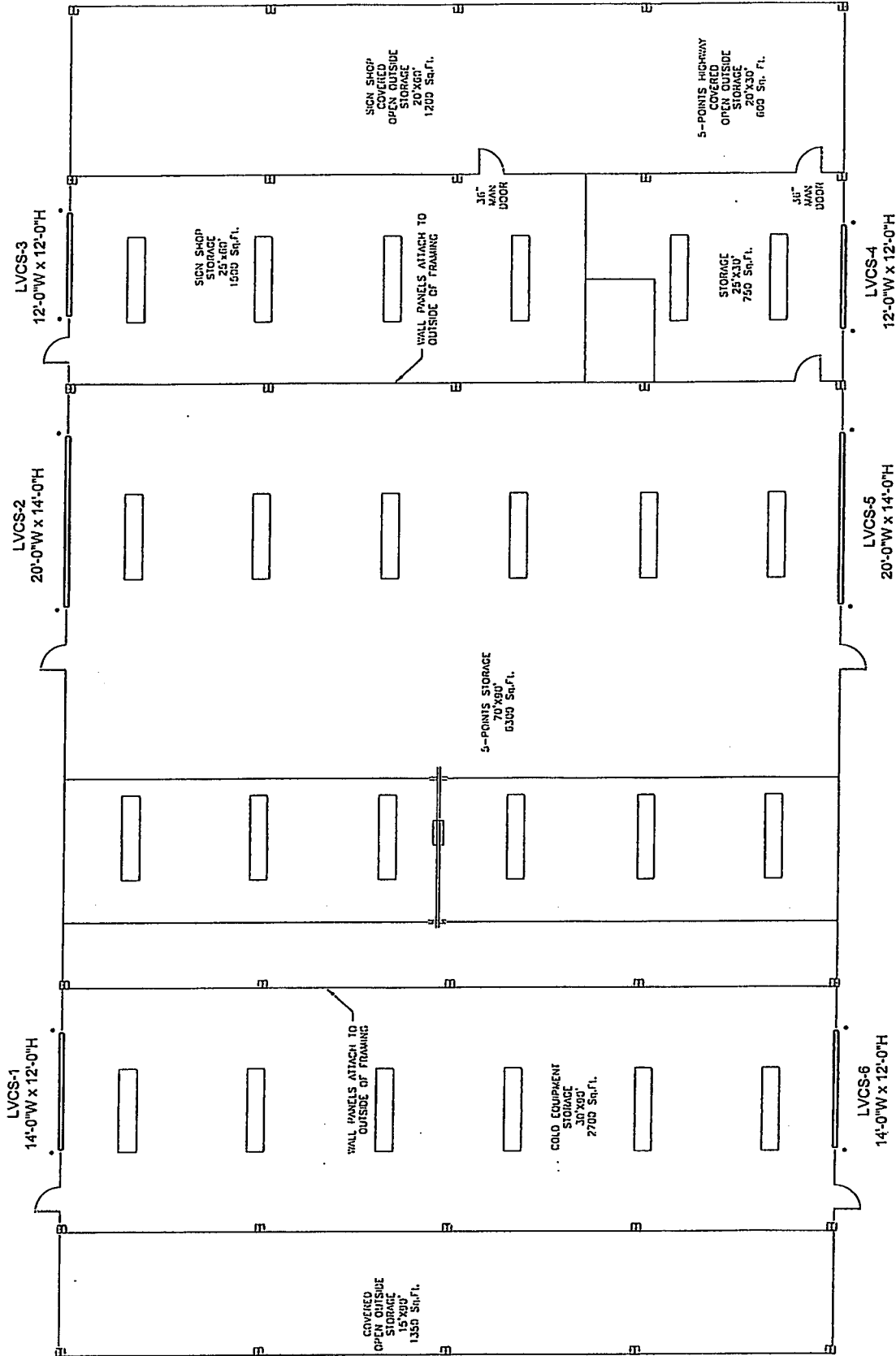
SCALE: NONE | DATE: FEB. 2014



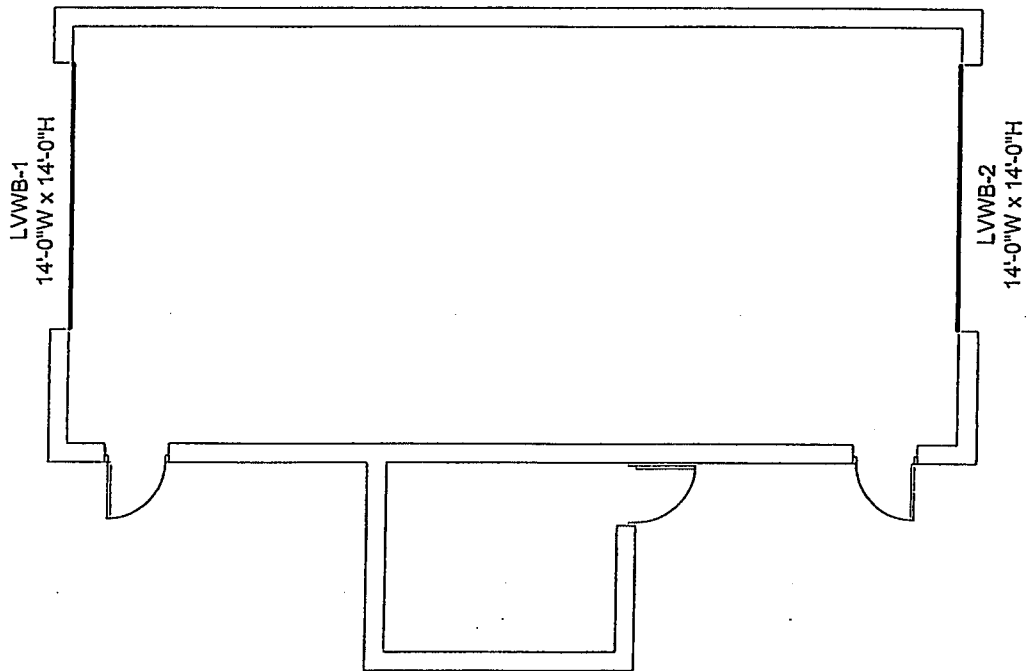
CATTARAUGUS COUNTY	
DEPARTMENT OF PUBLIC WORKS	
OVERHEAD DOOR PLAN, WEST VALLEY BARN	
FOX VALLEY RD., ASHFORD	
SCALE: NONE	DATE: FEB. 2014



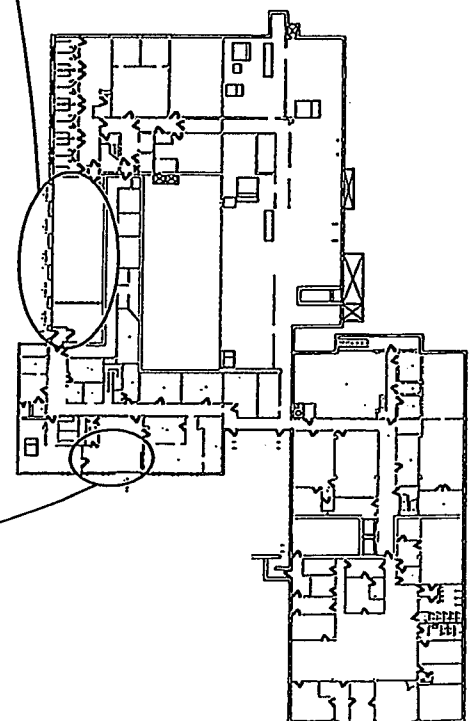
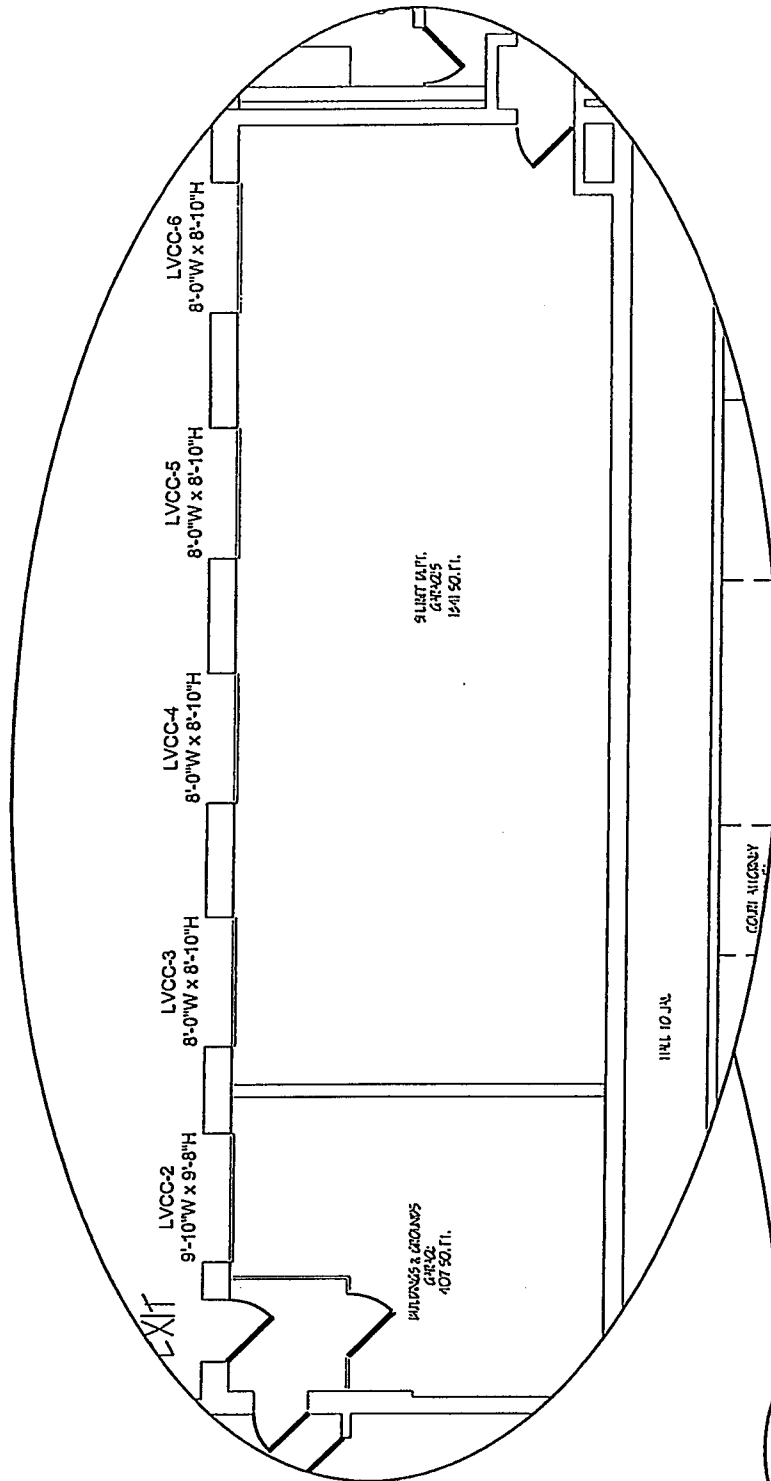
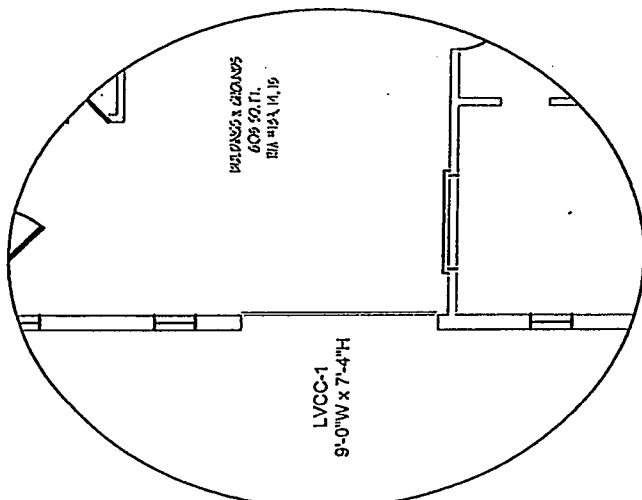
CATTARAUGUS COUNTY  
DEPARTMENT OF PUBLIC WORKS  
OVERHEAD DOOR PLAN, DPW BUILDING  
8810 NYS ROUTE 242, LITTLE VALLEY  
SCALE: NONE DATE: FEB. 2014



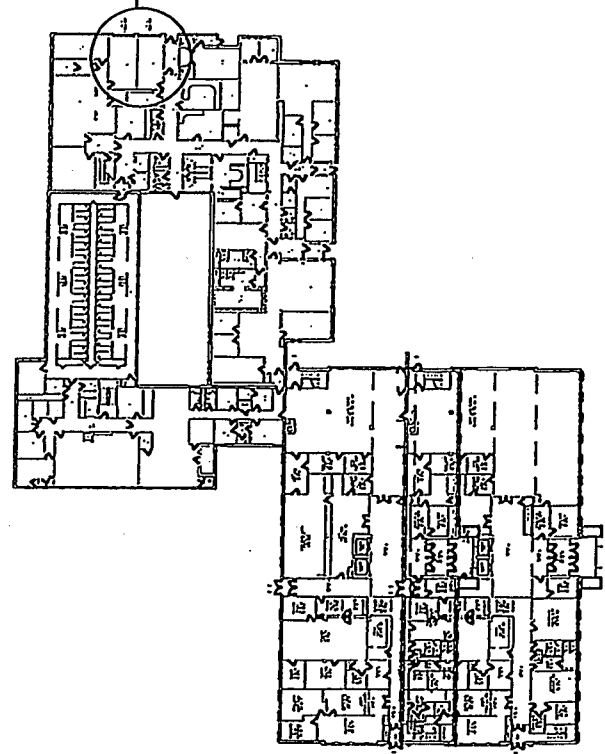
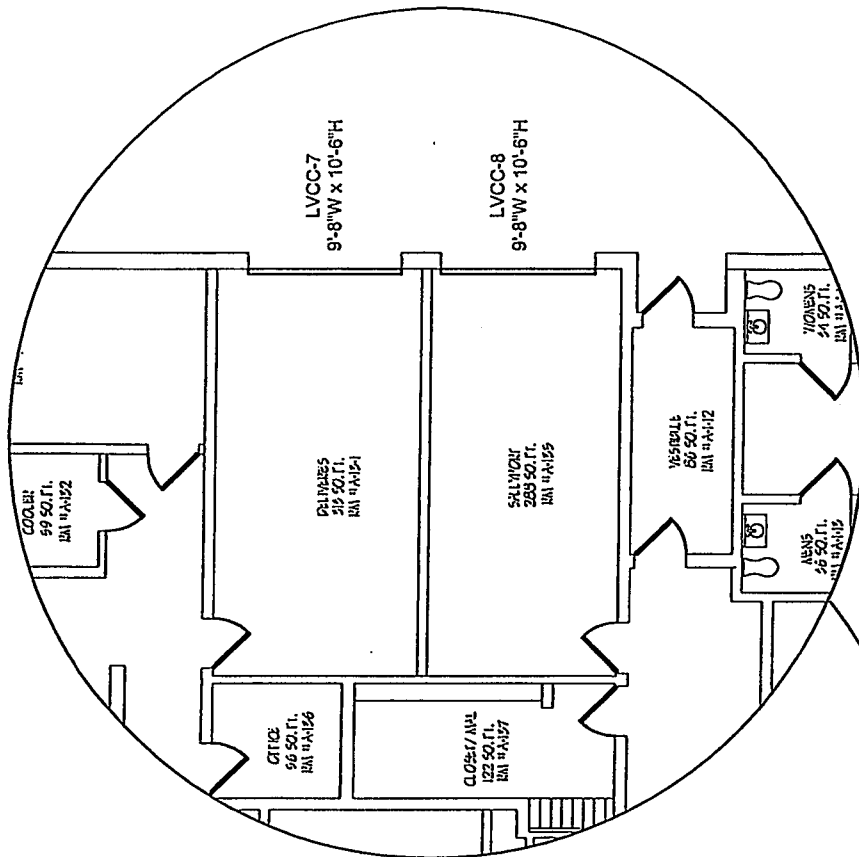
**CATTARAUGUS COUNTY**  
**DEPARTMENT OF PUBLIC WORKS**  
 OVERHEAD DOOR PLAN, COLD STORAGE BUILDING  
 8810 NYS ROUTE 242, LITTLE VALLEY  
 SCALE: NONE      DATE: FEB. 2014



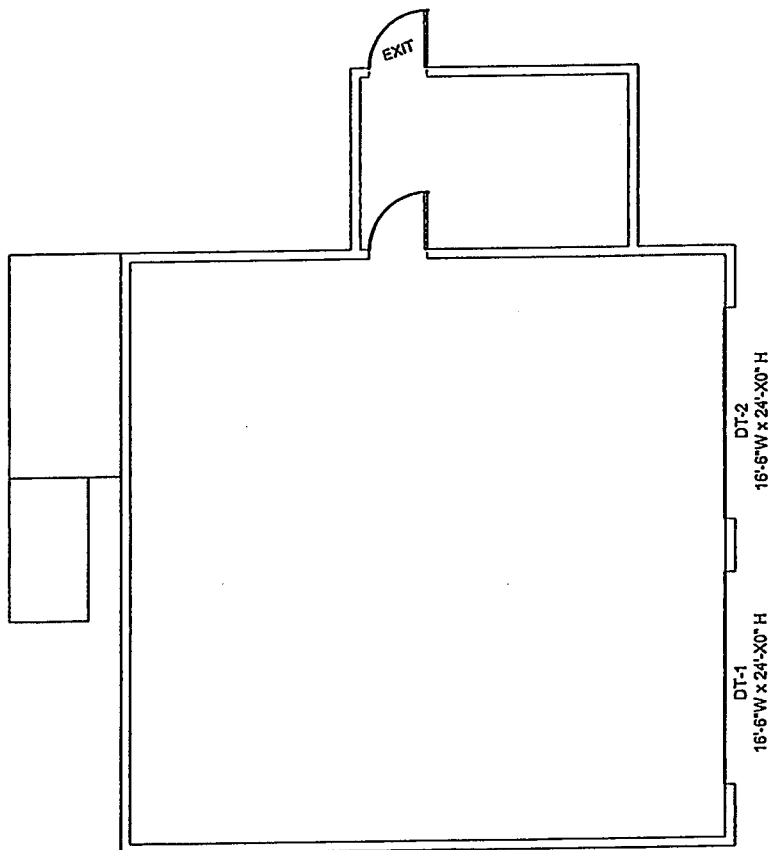
CATTARAUGUS COUNTY	
DEPARTMENT OF PUBLIC WORKS	
OVERHEAD DOOR PLAN, WASH BAY 8810 NYS ROUTE 242, LITTLE VALLEY	
SCALE: NONE	DATE: FEB. 2014



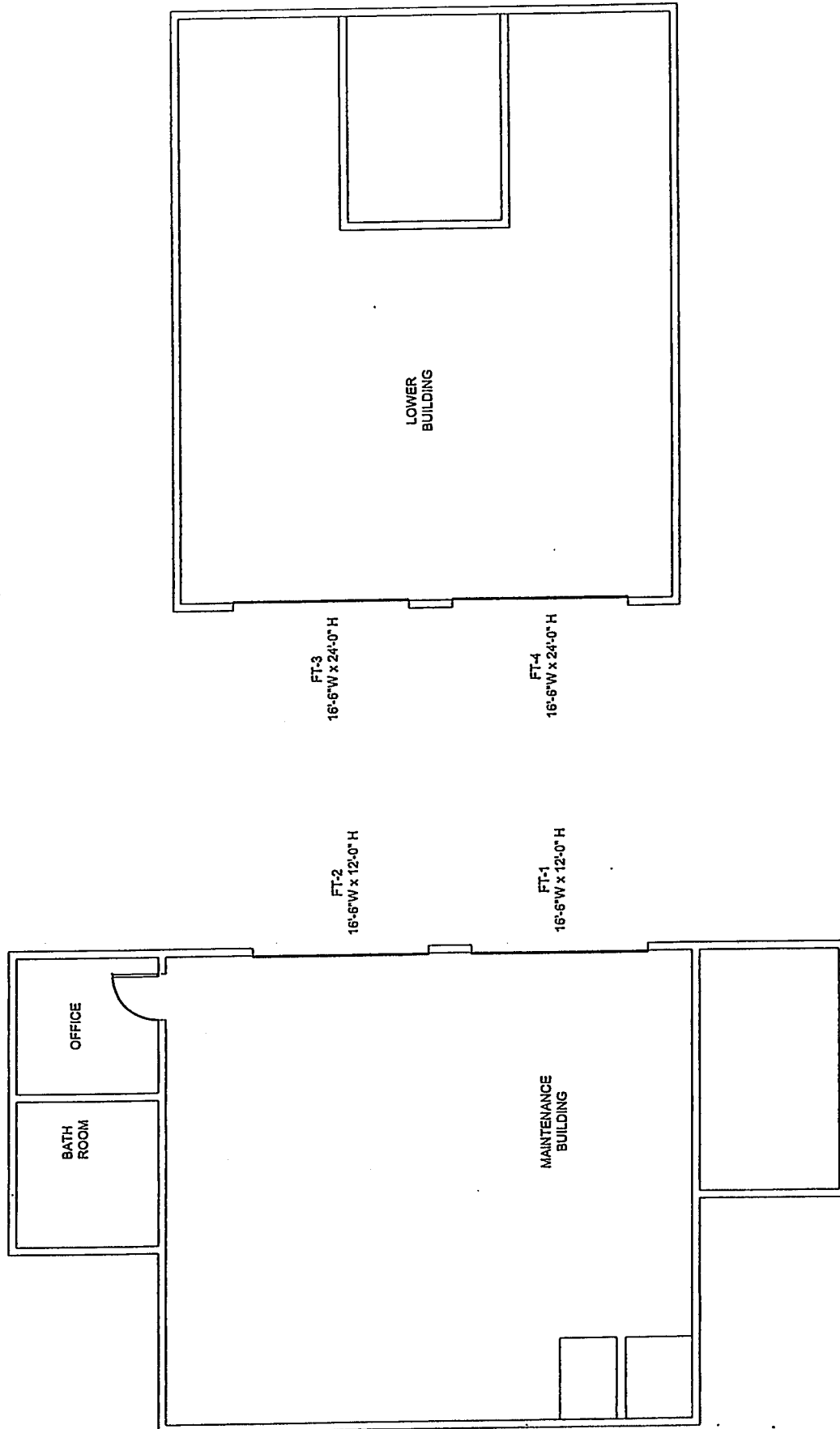
CATTARAUGUS COUNTY	
DEPARTMENT OF PUBLIC WORKS	
OVERHEAD DOOR PLAN, COUNTY CENTER,	
BASEMENT, 303 COURT ST., LITTLE VALLEY	
SCALE: NONE	DATE: FEB. 2014



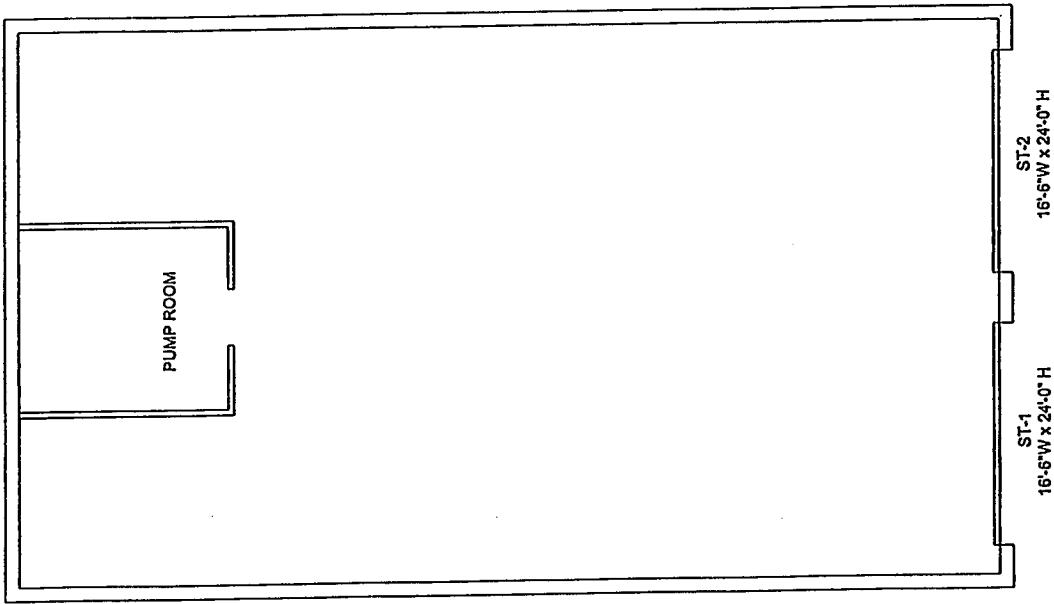
CATTARAUGUS COUNTY	
DEPARTMENT OF PUBLIC WORKS	
OVERHEAD DOOR PLAN, COUNTY CENTER	
1ST FLOOR, 303 COURT ST., LITTLE VALLEY	
SCALE: NONE	DATE: FEB. 2014



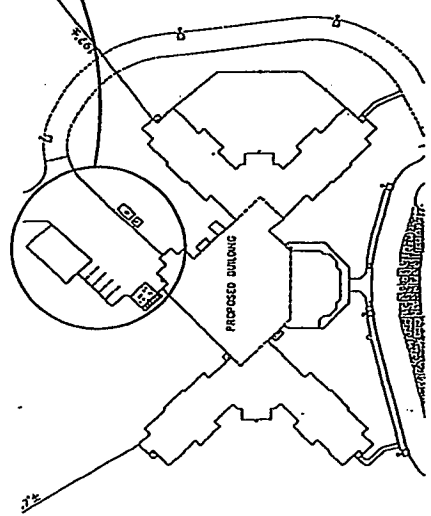
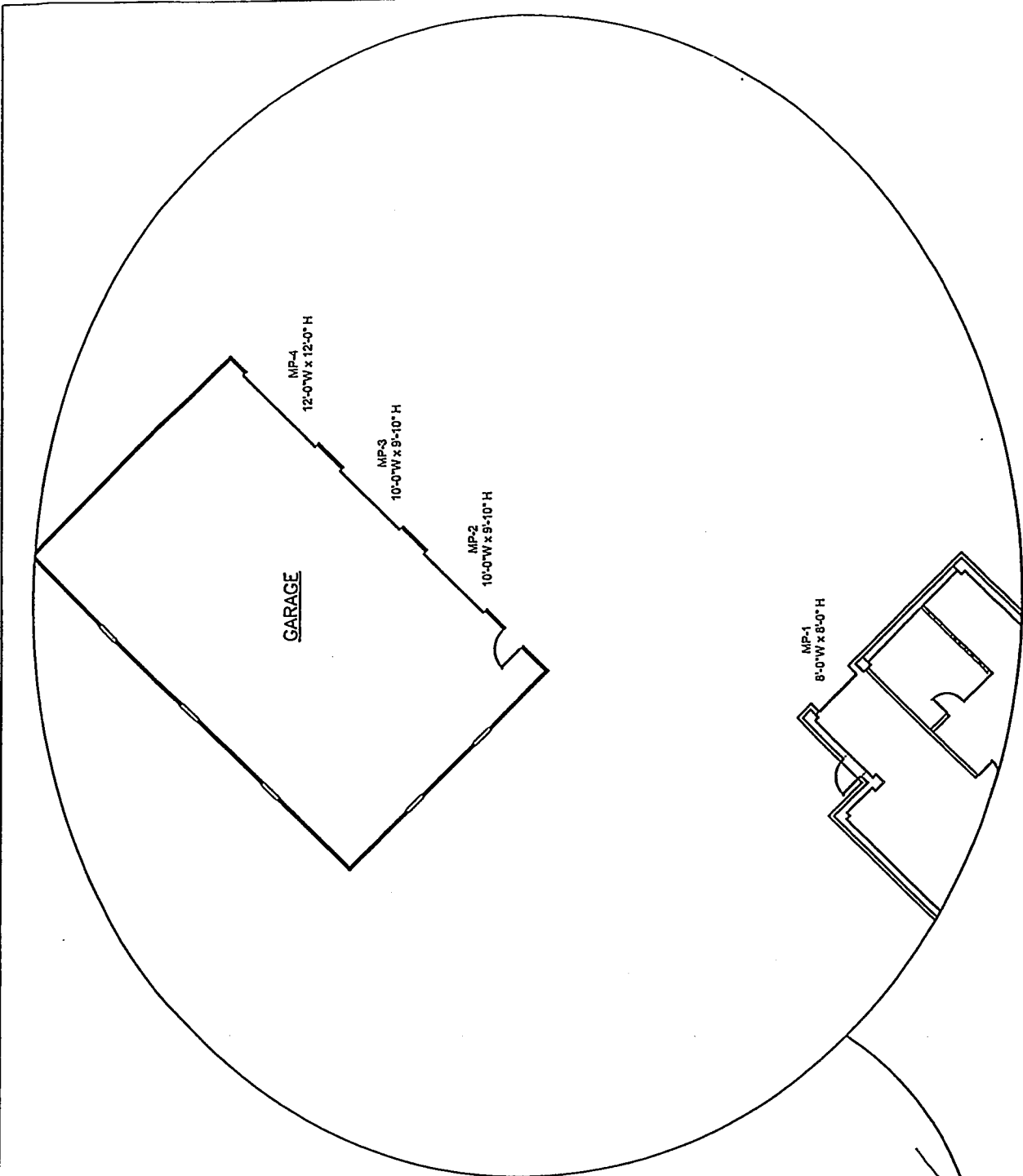
CATTARAUGUS COUNTY			
DEPARTMENT OF PUBLIC WORKS			
OVERHEAD DOOR PLAN, TRANSFER STATION			
9270 CABIC RD., DAYTON			
SCALE: NONE	DATE: FEB. 2014	TRAC	CK



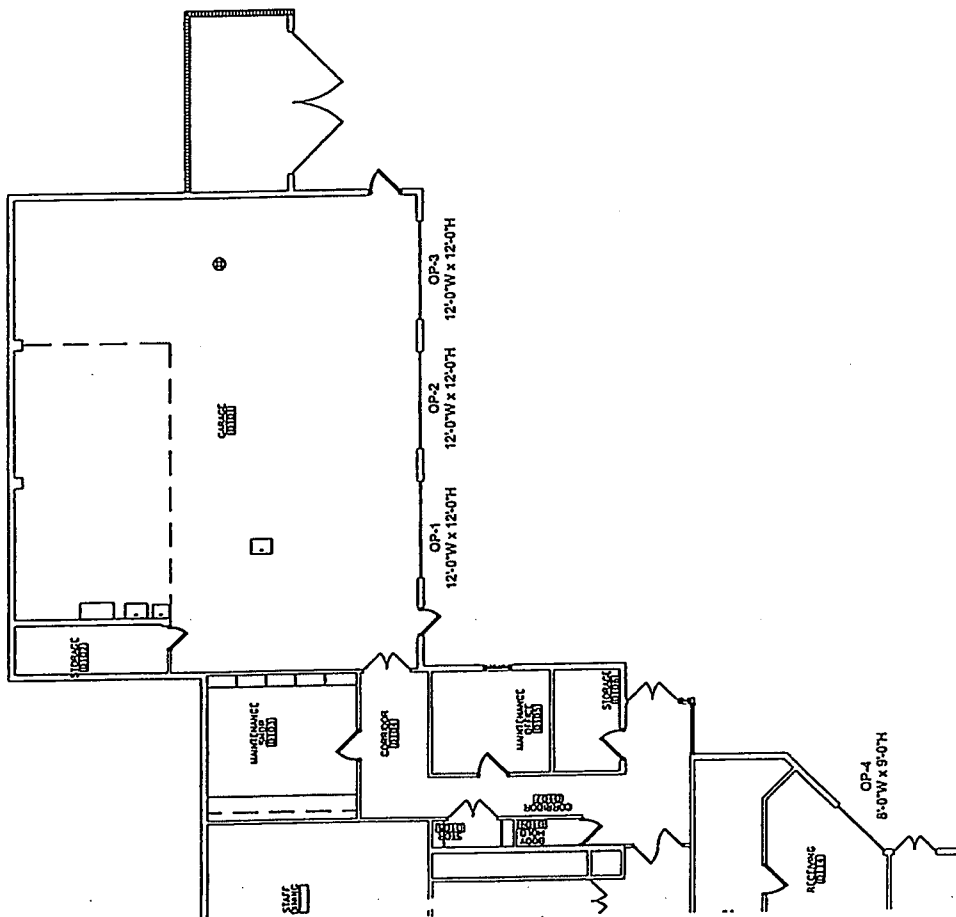
CATTARAUGUS COUNTY			
DEPARTMENT OF PUBLIC WORKS			
OVERHEAD DOOR PLAN, TRANSFER STATION			
FARWELL RD., ISCHUA			
SCALE: NONE		DATE: FEB. 2014	
DATE	NOV	TO DATE	1/4



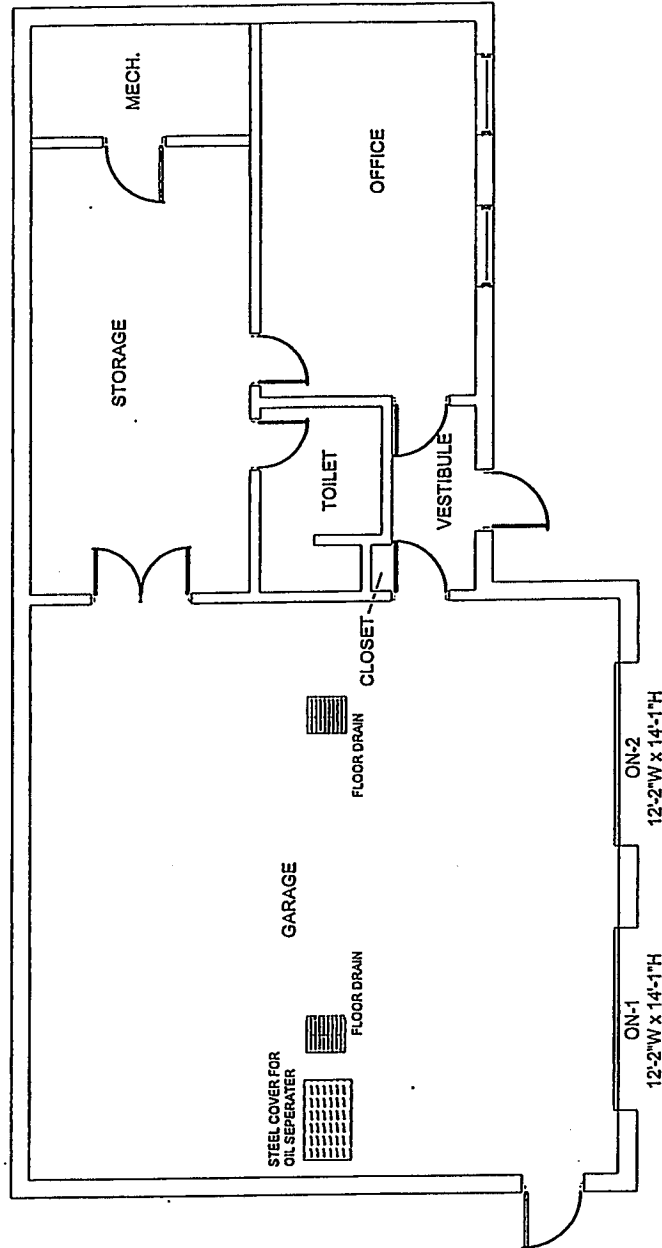
CATTARAUGUS COUNTY			
DEPARTMENT OF PUBLIC WORKS			
OVERHEAD DOOR PLAN, TRANSFER STATION 289 CENTER ST., SALAMANCA			
SCALE: NONE		DATE: FEB. 2014	
NAME	DESIGN	TRACE	CHECK



CATTARAUGUS COUNTY			
DEPARTMENT OF PUBLIC WORKS			
OVERHEAD DOOR PLAN, PINES			
9822 NYS ROUTE 16, MACHIAS			
SCALE: NONE		DATE: FEB. 2014	
NAME	DATE	SCALE	PROJECT



CATTARAUGUS COUNTY	
DEPARTMENT OF PUBLIC WORKS	
OVERHEAD DOOR PLAN, PINES	
2245 W. STATE ST., OLEAN	
SCALE: NONE	DATE: FEB. 2014



CATTARAUGUS COUNTY	
DEPARTMENT OF PUBLIC WORKS	
OVERHEAD DOOR PLAN, ONOVILLE MAINT. BLDG.	
W. PERIMETER RD., SOUTH VALLEY	
SCALE: NONE	DATE: FEB. 2014