

REQUEST FOR PROPOSAL &  
MINIMUM SPECIFICATIONS FOR  
  
THE MAINTENANCE OF RADIO EQUIPMENT  
FOR THE CATTARAUGUS COUNTY DEPARTMENT  
OF PUBLIC WORKS, FIRE, CIVIL DEFENSE AND  
HEALTH DEPARTMENT

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*

*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 PROPOSALS

Sealed proposals for **RADIO MAINTENANCE**, for the Cattaraugus County Department of Public Works, according to the enclosed specifications, will be received by the undersigned until **Wednesday, October 18, 2017 at 1:45 P.M.** after which time they will be opened by the undersigned, under the direction of the Public Works Committee of the Cattaraugus County Legislature at Cattaraugus County Department of Public Works, 8810 Route 242, Little Valley, New York. All proposals must be sealed and clearly marked:

**ATTENTION: DPW PROPOSAL NO. #17-206 - Radio Maintenance**

and sent or delivered to:

Cattaraugus County Department of Public Works,  
8810 Route 242  
Little Valley, NY 14755.  
Attention: Dawn Smith - Radio Maintenance Proposal

Those submitting proposals for the Radio Maintenance shall submit with the original Proposal Form and related signed forms, **FOUR (4) EXTRA COPIES** of the Proposal Form. They are to be marked EXTRA COPIES.

Any proposal not clearly marked will not be considered.

Proposal 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 (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 VENDORS

### 1. PROPOSAL BOND

PROPOSAL BOND OR CERTIFIED CHECK FOR FIVE HUNDRED DOLLARS (\$500) MUST BE SUBMITTED WITH THE PROPOSAL. The undersigned agrees that the proposal security may be retained by the County until contracts have been signed and Performance Bonds have been delivered to the County. SHOULD THE SUCCESSFUL VENDOR TO WHOM THE PROPOSAL IS AWARDED FAIL TO EXECUTE THE AGREEMENT SUBMITTED BY THE COUNTY IN ACCORDANCE WITH THE FORMAL PROPOSAL 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 PROPOSAL BOND AMOUNT SHALL BE FORFEITED TO THE COUNTY AS LIQUIDATED DAMAGES CAUSED BY SUCH FAILURE.

### 2. 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.

### 3. CHANGES.

ANY CHANGE IN WORDING OR INTERLINEATION BY A VENDOR OF THE INQUIRY AS PUBLISHED BY CATTARAUGUS COUNTY shall be reason to reject the proposal of such vendor, or in the event that such change in the Invitation to Propose is not discovered prior to entering into a contract, to void any contract entered into pursuant to such proposal.

### 4. 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 the responsible vendor submitting the lowest acceptable proposal. Conditional proposals will not be accepted.

### 5. 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.

### 6. INVESTIGATIONS.

The County may make such investigations as it deems necessary to determine the ability of the vendor to perform the work, and the vendor 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 vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

### 7. 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 vendor. If sent by mail, the sealed envelope containing the proposal must be enclosed in another envelope labeled as specified.

### 8. NON-COLLUSIVE CERTIFICATION.

Non-Collusive certification shall be made by each vendor on the form provided and shall be submitted as a part of the proposal. Proposals submitted without non-collusive 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 proposed 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 vendor has done work in the past must accompany the proposal.

11. PERFORMANCE BOND.

The successful vendor or vendors 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 \$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 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.

13. DELIVERY SCHEDULE.

FAILURE TO MEET DELIVERY 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 VENDOR 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 vendor 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 50 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 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. 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 proposer with proposal is submitted.**

18. CONTRACT ASSIGNMENTS.

The vendor 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. CASH DISCOUNT.

ANY CASH DISCOUNT which is a part of a proposal will be considered as a reduction in the proposal prices in determining the award of the proposal. 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.

20. ALTERNATE MANUFACTURERS.

PROPOSAL 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 vendor 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.

21. ALTERNATE ITEMS.

IF MATERIAL OR SERVICES OTHER THAN THOSE SPECIFIED IN THIS PROPOSAL DOCUMENT ARE OFFERED, the vendor must so state and furnish as the time of proposal opening, if so requested, and as part of his proposal 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 proposal to permit definite evaluation of any substitute item, the proposal 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.

22. ADDITIONAL INFORMATION.

ANY ADDITIONAL INFORMATION which vendor 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.

23. 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 and/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.

24. HOLD HARMLESS.

THE SUCCESSFUL VENDOR 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.

25. 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 trial period, a vendor 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. Upon withdrawal of the proposal pursuant to this paragraph, the County will forthwith return the vendor's security deposit.

26. 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.

27. OTHER CUSTOMERS.

PRICES CHARGED TO CATTARAUGUS COUNTY are to be no higher than those offered to any other governmental or commercial consumer. If a vendor has a New York State or a Federal GSA contract for any of the items covered in this proposal or any similar items, he shall so indicate that he has said contract on these proposal papers and supply a copy of this contract within five days if so requested by the County.

28. PRICE IS FIRM.

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

29. VENDOR AFFIRMATION.

IN EXECUTING THIS PROPOSAL, THE VENDOR AFFIRMS that all of the requirements of the specifications are understood and accepted by the vendor, and that the prices quoted include all required materials and services. The undersigned has checked all of proposed 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 or proposal security. In case of error in extension of prices in the proposal, the unit price will govern.

30. 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.

31. 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 TWO-WAY RADIO COMMUNICATIONS MAINTENANCE

### GENERAL

#### 1. SCOPE OF THE SPECIFICATIONS.

The purpose of these specifications is to provide routine and emergency maintenance for the two-way radio communications equipment of the Department of Public Works, Fire, Health and Civil Defense for the County of Cattaraugus, located in the State of New York. THIS WILL BE ON AN "AS NEEDED" BASIS.

#### 2. TERMS OF THE CONTRACT.

The contract shall be effective for a period of three (3) years beginning January 1, 2018, with the option by Cattaraugus County of an additional one (1) year at the proposed price specified in the proposal.

#### 3. DOCUMENTS FORMING THE CONTRACT.

The contract shall be deemed to include the Notice to Vendors, Instructions to Vendors, Specification Proposal Sheet, Legal Status Sheet, Non-Collusive Certificate and Iran Divestment Act of 2012.

#### 4. VENDOR'S QUALIFICATIONS.

- A) Vendors must be skilled and experienced in the class of work proposed and shall be required to furnish evidence of financial ability and of similar work satisfactorily completed.
- B) The vendor 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.
- C) The information requested in this section shall be presented with the proposal.
- D) Failure to supply such information as requested shall be considered sufficient grounds to reject the proposal.
- E) The vendor must have a qualified service facility in a location which will insure the County of having available rapid, efficient service.
- F) The vendor must have available from his facility at least one (1) mobile shop equipped with all necessary test equipment including a service

monitor of current specifications duly approved by the Federal Communications Commission and general parts supply.

- G) Further, he shall have one (1) full-time technician, holding at least a valid general radio telephone class commercial license, available from his total facility.
- H) The vendor shall file certified copies of technician's current **FCC Radiotelephone License, (minimum of 1 required) AS WELL AS certification as a Associate or Journeyman Electronic Technician (minimum of 3 required) and R56 installer certification (3 required)** with the Public Works Committee at the time of proposal.
- I) The vendor shall maintain a central supply stock of normal parts at his main facility to enable him to supply at least 90% of his repair parts directly from that facility without further parts order. Vendor must have a minimum of 3 Communication System Analyzers capable of Mototrbo and P25 operation. In addition at least 2 of the Communication Analyzers must be capable of automated test and alignment for Motorola Mototrbo series Mobiles and Portables. A minimum of 1 system analyzer must be capable of automated test and alignment of Motorola XTL and XTS mobile and portable subscribers. This requirement is to minimize the number of units that must be returned to the Factory Depot for repair.
- J) The majority of the County's radio equipment is MOTOROLA. The vendor must be able to test/repair and be factory authorized to perform warranty work on this equipment. Much or all of this equipment is digital. Vendor shall be familiar with Mototrbo IP Connect Technology & Subscriber unit programming as well as Motorola P25 digital subscriber programming.
- K) Vendor must have been in business under the same business name for at least a five (5) year period preceding the date of proposal, to insure stability of service to Cattaraugus County.



## THE LOWEST PROPOSAL

### DETERMINATION:

**STARTING 2018:** The lowest proposal will be the one considered by the County of Cattaraugus to be the most advantageous to the County and will be determined by the lowest service call charge, lowest labor rate charge (based on 25 service calls and 200 hours labor), 10 each of REMOVALS AND INSTALLATIONS (Frt Mount; Rear Mount; single and multiple units, for ALL vehicles listed) AND 750 miles of travel.. THE SERVICE CALL CHARGE SHALL INCLUDE ALL MILEAGE AND LABOR CHARGES TO THE FIRST WORK SITE OF THE DAY. If more than one work site in one day is involved under this proposal, verified mileage charges from the FIRST work site to any additional work sites in the same day may be submitted for payment. **NO HOURLY RATE WILL BE PAID BETWEEN SITES. THE BASIS OF AWARD DOES NOT REPRESENT ACTUAL INSTALLATION/REMOVALS, OR HOURS OF LABOR OR TRAVEL, OR NUMBER OF SERVICE CALLS, NONE OF WHICH ARE GUARANTEED.**

#### 5. FCC RECORDS.

Applications and statements of fact required by the Federal Communications Commission must be subscribed and sworn to by the County of Cattaraugus and the County of Cattaraugus is responsible for meeting FCC requirements. However, the successful vendor will provide the County of Cattaraugus with forms, advice, and technical assistance including frequency modulation and power measurements to aid in meeting these requirements.

#### 6. QUOTATIONS.

The quantities and types of equipment described in these specifications are presumed, but not guaranteed, to be correct. The County of Cattaraugus reserves the right to negotiate additional rates for new equipment as added, and to have these rates become a part of these specifications.

## *DETAILED*

## *SPECIFICATIONS*

#### 7. GENERAL.

- A) The work required under these specifications will be the maintenance of two-way radio equipment properly licensed and operated by the County of Cattaraugus.
- B) Such equipment will be hereinafter described as to type, locations, and use.
- C) The successful vendor shall maintain this equipment at satisfactory operation levels and in accordance with applicable rules and regulations of the Federal Communications Commission, and as described in detail in these specifications.
- D) Further, it is intended that this equipment shall at all times meet or exceed the manufacturer's specifications as to power output, frequency and modulation of transmitter and receiver sensitivity and alignment. Installations shall be approved by the Commissioner of Cattaraugus County DPW and/or the department when completed.

#### 8. PROVISIONS OF RECORDS.

Records of work performed shall be submitted to the heads or appointed representatives of departments with radios at the time of repair call. Statement of work performed to be printed or typed so as to be legible to all persons. The County Fire Advisory Board is to be sent a separate work statement and invoice of work performed for each vehicle or base station call.

#### 9. CONTRACT SUPERVISION.

The successful vendor shall visit the department heads or representative at least quarterly to determine that contractual obligations are being fulfilled. Successful vendor is to meet with Cattaraugus County Fire Chiefs Association every six (6) months.

10. PERSONNEL REQUIRED

- A) 2 Certified MCC7500 Console Technicians
- B) Minimum of 1 Certified Mobile Communications and Electronics Installers
- C) 2 Certified Microwave Networks Factory Trained Technicians
- D) 1 Microsoft Certified Industry Technology Professional

11. MATERIALS TO BE USED.

Only materials of the highest quality shall be used in performing the work described in these specifications.

12. MAINTENANCE SCHEDULES.

The primary objective of the work performed is to insure continuing use of the equipment. Towards this end, the successful vendor agrees to perform operative maintenance to all equipment as directed by the department head on a time and material basis.

13. TELEPHONE CALLS.

Successful vendor shall accept the expense of all toll calls in regard to all radio repairs.

14. MAINTENANCE WORK.

All maintenance work or repairs of mobile equipment shall be performed at the locations mutually agreed upon by each department head. The County of Cattaraugus reserves the right to assign various pieces of electronic equipment to a time-and-materials-rate most advantageous to the County of Cattaraugus.

15. EQUIPMENT REPAIRS

Repairs shall be affected as follows:

- A) If out of service notification is provided prior to 10 a.m., then repairs shall be started same day.
- B) If out of service notification is provided after 10 a.m., then repairs will be stated within 24 hours.
- C) Repairs to base stations and remote control consoles shall be made on a 24 hour basis and shall commence within four (4) hours of such out-of-service notification.
- D) Repairs to mobile units and extra desk sets and microphones shall be made between the hours of 8 a.m. and 5 p.m. Monday through Friday, holidays excepted, unless the department head deems repairs to a mobile unit is a priority unit; then in that event, it shall be repaired within four (4) hours of notification at no extra charge. When mobile unit or other equipment is removed from premises or vehicle, a written notice to person in charge at the time is required. Estimated time of return after

repair should also be included.

- E) Repairs to any unit are not to exceed \$250 for labor and \$250 for parts or any combination not to exceed \$500 plus service call, unless specifically approved by department head.
- F) A maximum turnaround time for repairs shall be no more than three (3) days unless unit requires extensive repairs or parts are temporarily out of stock.

16. 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, then the County of Cattaraugus reserves the right to terminate the contract upon ten (10) day notice of the breach and failure on the part of the vendor to correct the same.

17. EXCEPTIONS.

- A) Maintenance under this contract does not include the repair or replacement of equipment which has otherwise become defective from damage caused by accidents, physical abuse or misuse of the equipment, act of God, and by fires.
- B) The successful vendor's responsibility for any and all telephone remote control lines end at the telephone company's demarcation terminal points.
- C) The successful vendor has no responsibility for building thermostats, heaters, and air intake or exhaust equipment.
- D) Maintenance, or the repairs to the radio equipment building and emergency generator and controls, shall be the responsibility of the County of Cattaraugus.
- E) Maintenance under this contract does not include maintenance or repairs to antenna, transmission lines, building, tower or tower lighting. Such work will be performed as required at the quoted hourly rate in the proposal for the specific work involved. The successful vendor must have a minimum of three (3) employees who are certified to be "Competent Tower Climber" and have received fall protection training within the last two (2) years.
- F) The vendor MAY subcontract this work to another company. Provided that the sub-contracted company meets the criteria listed in section 17-E above.

The successful vendor shall **not** have exclusive rights to perform this work, since the County reserves the right to contract for this work with other parties.

18. COMMUNICATIONS.

All communications regarding equipment outage notification shall be with the successful vendor or his designated representative. Calls for repair of radios will be by the County agency radio coordinator designated by the department head.

19. COUNTY OF CATTARAUGUS TWO-WAY RADIO EQUIPMENT

- A) All removals, installations, and repairs to mobile equipment under time and materials contract shall be performed at locations mutually agreeable to the Public Works, Health, Civil Defense, or the Control Center for Fire Service and the vendor.
- B) Installations and removals to be broken down into the following categories: Heavy highway truck, pickup trucks with inside cab installations, cars, fire trucks, road graders, and ambulances.

- C) This work shall be scheduled at least forty-eight (48) hours in advance.
- D) All charges for installations and removals shall be total.
- E) No extra items such as mileage and overtime shall be added to job charges.
- F) If vendor cannot keep scheduled appointments for repair or installation, then within one (1) hour the vendor is to notify waiting party by phone or whatever means necessary to effect notification.
- G) Repairs to base stations to be done at the various locations in the County of Cattaraugus.

20. OTHER CONTRACTS.

The vendor shall agree, if requested and a contract is entered into, to maintain and repair base stations and mobile units for the various townships located in Cattaraugus County at the unit price quoted in this proposal and will adhere to these specifications.

**PROPOSAL FORMS OMITTED FROM  
SPECIFICATION BOOKS**

TO OBTAIN PROPOSAL 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.

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 #: \_\_\_\_\_

PRINCIPAL OFFICE:

Street \_\_\_\_\_

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

Area Code \_\_\_\_\_ Telephone \_\_\_\_\_

LOCAL OFFICE:

Street \_\_\_\_\_

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

Area Code \_\_\_\_\_ Telephone \_\_\_\_\_

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

PROPOSAL 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 **Radio Maintenance**, for Cattaraugus County Department of Public Works, does hereby accept all terms, conditions, and agreements contained and set forth in the, Minimum Specifications, Non-Collusive Bidding Certification, Legal Status Information and Proposal 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 proposal 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 proposed 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 proposer has abandoned his/her right to enter into the contract and thereupon the proposal and acceptance shall be null and void.

The full name and residences of all persons and parties interested in the foregoing proposal as principals are as follows: (Individuals or partnership proposers 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 proposal.

Name and Address of Proposer:

Authorized Signature and Title:

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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

## **SECTION J**

### **DEPARTMENT OF LABOR CONTRACT REQUIREMENTS AND PREVAILING WAGE RATE SCHEDULES**

As stated on the following page, the labor rates are available on the New York State Department of Labor web site by using the PRC # shown on the next page. Labor classifications not appearing on that web site under the PRC # shown, can only be used with the consent of the Commissioner of Public Works and the rate to be paid will be given by the Commissioner of Public Works after advising with the State Department of Labor.

All requests for minimum wage rates for additional occupations shall be directed through the County.

The bidder shall take into account in his bid all changes in wage rates and supplements that may be forthcoming during the time the contract is in force.

The Contractor in the execution of the work under the contract in accordance with the provisions of the specifications and the special provisions to the specifications may submit job orders to and may also request the referral of lists of qualified applicants for the work of the NEW YORK STATE EMPLOYMENT SERVICE.

# **CATTARAUGUS COUNTY DPW**

## **Maintenance of Radio Equipment for Cattaraugus County Department of Public Works, Fire, Civil Defense and Health Department**

### **NYSDOL PREVAILING WAGE RATES**

**PROJECT: Maintenance of Radio Equipment for Cattaraugus County Department of Public Works, Fire, Civil Defense and Health Department**

**NYSDOL PRC#: 2017010359**

The Contractor shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. Throughout the contract, the Contractor shall obtain and pay workers in accordance with periodic wage rate schedule updates from the New York State Department of Labor (NYSDOL). Wage rate amendments and supplements are available on the NYSDOL web site at [www.labor.state.ny.us](http://www.labor.state.ny.us). All changes or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Works.

The NYSDOL prevailing wage rate schedule for this contract has been determined and is available on the internet. The prevailing wage rate schedule is accessed by visiting the NYSDOL web site,

<http://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt>

Navigating to the appropriate web page, and entering the Prevailing Rate Case No. (PRC# 2017010359)

A copy of the project specific prevailing wage rate schedule will be provided to the successful bidder upon award of the contract. Upon written request, the schedule will be provided by the Owner to prospective Bidder without internet access.

Questions: Contact New York State Department of Labor in Buffalo, NY 716-847-7159