

MINIMUM SPECIFICATIONS FOR
ONE (1) NEW AND UNUSED, 2014 OR NEWER
33,000 GVWR CAB & CHASSIS WITH ROSCO RA-400
SPRAY PATCHER OR EQUIVALENT
FOR
CATTARAUGUS COUNTY DEPARTMENT OF PUBLIC WORKS
HIGHWAY DIVISION

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

TABLE OF CONTENTS

	PAGE
Notice to Bidders.....	1
Instructions to Bidders.....	2-4
Exception Sheet.....	5
Detailed Specifications.....	6-11
Bid Form.....	12
Insurance Requirements	13
Non-Collusive Bidding Certification	14
Legal Status Information	15
Bid for Performance	16
Iran Divestment Act of 2012	17

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 **Tuesday, October 21, 2014 at 1:45 P.M.** after which they will be publicly opened at **2:00 P.M. (at the same location)**, by the undersigned, under the direction of the Public Works Committee of the Cattaraugus County Legislature. Each bid, at the time it is received, will be stamped showing date and time of receipt.

ALL BIDS MUST BE SEALED AND CLEARLY MARKED:

Any bid not clearly marked will not be considered.

DPW BID #56 - One (1) New and Unused, 2014 or Newer 33,000 GVWR Cab & Chassis with Rosco RA-400 Spray Patcher or Equivalent

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

Bidding 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 938-9121 Ext. 2465.

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

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

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

INSTRUCTIONS TO BIDDERS

1. BID DEPOSIT:

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

2. PERFORMANCE BOND.

NOT REQUIRED

3. BID FORM:

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

4. CHANGES:

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

5. INFORMALITIES:

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

6. BID TIME:

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

7. INVESTIGATIONS:

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

8. BID ENVELOPE:

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

9. NON-COLLUSIVE CERTIFICATION:

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

10. CONTRACT AWARD:

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

11. EXECUTORY CLAUSE.

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

12. DELIVERY SCHEDULE.

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

13. PRICES.

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

14. TRANSPORTATION CHARGES.

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

15. TAXES.

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

16. COMPLIANCE WITH LAWS.

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

17. CONTRACT ASSIGNMENTS.

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

18. CASH DISCOUNT.

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

19. ALTERNATE ITEMS.

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

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

20. ADDITIONAL INFORMATION.

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

21. WORKMANSHIP.

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

22. HOLD HARMLESS.

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

23. BID VALIDITY.

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

24. CONTRACT INTEREST.

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

25. OTHER CUSTOMERS.

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

26. PRICE IS FIRM.

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

27. BIDDER AFFIRMATION.

In executing this bid, the bidder affirms that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid.

28. INSURANCE

The (Contractor, Vendor, Etc.) shall secure and maintain, at its own cost and expense, insurance coverage specified in Appendix (A) attached hereto, complying with Classification "(selected on form)", with insurance companies licensed in the State of New York. Cattaraugus County must be named as an additional insured for purposes of coverage, but not for payment of premium. The (Contractor, Vendor, Etc.) shall file a certificate of insurance with the Cattaraugus County Risk Manager covering all acts performed by the (Contractor, Vendor, Etc.) prior to performing pursuant to this Agreement or receiving any payment thereunder and shall be responsible for updating the certificate as necessary throughout the term of the Agreement. All certificates of insurance shall provide that Cattaraugus County be given thirty (30) days notice prior to non-renewal or cancellation of these policies. **Certificate of Insurance shall be furnished by the bidder with its bid submittal.**

29. STATE CONTRACTS:

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

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.

EXCEPTION SHEET

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

COMPANY NAME

SIGNATURE

**MINIMUM SPECIFICATIONS FOR ONE (1)
NEW AND UNUSED, 2014 OR NEWER, 33,000 GVWR CAB &
CHASSIS with ROSCO RA-400 SPRAY PATCHER OR EQUIVALENT**

It is the intention of Cattaraugus County to have a Rosco Model RA-400 Spray Patcher or equivalent installed on this chassis.

Rev'd 9/2014

INSTRUCTIONS TO BIDDERS

Please check the appropriate box after each specification.

	<u>SHALL BE OR HAVE:</u>	YES	NO
<u>DIAGNOSTIC:</u>	A) Dealer must Provide the software that matches this vehicle that will perform all diagnostic, and service analysis, along with a parts on-line/web-based and programing software for the engine, transmission and chassis (body) computer systems. This software needs to be updated as updates come available.....[]
	B) One (1) year on-line subscription per truck.....[]
<u>DIMENSIONS:</u>	A) Chassis shall have 158 inch Wheel Base.....[]
	B) Chassis shall have 147 inch Cab to Axle.[]
	C) Chassis shall have 480 inch Overall Length.[]
	D) Chassis shall have a minimum 33,000 GVW rating.....[]
	E) Chassis shall be able to mount ROSCO RA-400 Spray Patcher or equivalent without moving fuel tanks, exhaust system or other key components[]
<u>ENGINE, DIESEL:</u>	A) PACCAR PX-7 (or equivalent), 240 h.p. at 2400 RPM, 560 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 240 Peak HP[]
	B) Engine must meet current Federal Emissions Standards.[]
	C) Engine shall be turbo charged.[]
	D) Delco Starter 12V.....[]
	E) Engine Block Heater.[]
	F) 18.7 CFM Air Compressor[]
	G) Engine Idle Shutdown Timer Disabled[]
	H) Spin on oil and fuel filters.....[]
	I) Dry type Air Cleaner.[]
	J) Extended Life Anti-Freeze to -40 degrees F.....[]
	K) Magnetic Drain Plug.[]
	L) Temperature controlled fan clutch.....[]
	M) 5 year or 250,000 mile warranty with 100% parts and labor.....[]
	N) Provision for remote mounted engine control. Include wiring for body builder installation of PTO Control; with Ignition Switch Control[]
<u>TRANSMISSION:</u>	A) Allison 2500 RDS-P, Gen 5, Load based shift schedule[]
	B) PTO mount on transmission.....[]
	C) SPL 100 Driveline, Single Midship Bearing.....[]
<u>FRONT AXLE:</u>	A) Capacity - 12,000 lbs. Dana Spicer E1202I, I-Beam Type.....[]
	B) With Low Air Leaf, 12,000 lb. Capacity Suspension.....[]
	C) Equipped with 16.5" x 5.0"; ES-Cam Brakes[]

		<u>SHALL BE OR HAVE:</u>	YES	NO
<u>REAR AXLE:</u>	A)	Capacity – 21,000 lbs. Dana Spicer P22060.	[]
	B)	Reyco 79KB Taper Leaf 21,000 lbs.	[]
	C)	Diff Lock Rear (Driver controlled from rocker switch)	[]
	D)	With Synthetic Oil.....	[]
	E)	Gear Ratio to be 5.57	[]
	F)	Equipped with 16.5" x 7.0"; S-Cam Brakes, Including MGM TR3030 Long Stroke Brake Chamber and Heavy Duty Spring Actuated Parking Brake.....	[]
<u>SLACK ADJUSTERS:</u>		A) Front and Rear to be HALDEX/DANA Automatic SELF-ADJUSTING with ABS-6 Brakes.....	[]
<u>TIRES:</u>	Front	11R22.5 Bridgestone R268 14 ply.....	[]
	Rear	11R22.5 Bridgestone M770 14 ply.....	[]
<u>WHEELS:</u>	A)	Front Disc 22.5" Painted Steel, 10 Stud (285.75 MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs.....	[]
	B)	Rear Dual Disc 22.5" Painted Steel, 10 Stud (285.75 MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs	[]
	C)	Backing Plates on front and rear axle	[]
	D)	Front and Rear Wheel Guards between Hub and Rim	[]
	E)	One (1) Spare wheel, Disc 22.5" 10 Stud (285.75 mm BC Hub Piloted) 8.25 DC Rim	[]
<u>WHEEL SEALS:</u>		A) Oil Wheel Seal	[]
<u>AIR DRYER:</u>		A) Wabco SS1200 or Equivalent	[]
<u>ELECTRICAL:</u>	A)	2 ea. 12 Volt Maintenance Free Batteries 1400 CCA.	[]
	B)	160 Amp Alternator.	[]
	C)	Battery Disconnect mounted on battery box.....	[]
	D)	Single electric horn.....	[]
	E)	Back up alarm	[]
	F)	Fog Lights	[]
	G)	Warning lights & buzzer for:		
		1) Engine oil pressure.....	[]
		2) Engine water temperature.	[]
	H)	Two (2) post radio power supply.....	[]
	I)	AM/FM Radio w/CD, MP3	[]
	J)	Data Link Connector in Cab for vehicle programming and diagnostics.	[]
	K)	Electric Windshield Wipers.....	[]
	L)	Electric Powered Windows, Left and Right sides	[]

	<u>SHALL BE OR HAVE:</u>	YES	NO
<u>CAB:</u>	A) Steel 63.5 in. BBB Cab, LH Drive.....[]
	B) High Back Fabric Air-ride Driver's Seat.....[]
	C) Standard Fabric Passenger Seat.....[]
	D) Adjustable Steering Column[]
	E) Heater, Defroster and Air Conditioning[]
	F) Rubber floor mats.....[]
	G) DUAL:		
	1) Sun visors,[]
	2) Heated, Motorized Mirrors,[]
	H) Seat Belts[]
<u>INSTRUMENTATION:</u>	A) Low oil pressure and high water temp. warning system.....[]
	B) Tachometer and Speedometer (with clock/air temp gauge).....[]
	C) Water Temperature gauge.[]
	D) Oil Pressure gauge.....[]
	E) Volt meter gauge.[]
	F) Dual Air Pressure gauge.....[]
	G) Fuel Level gauge.....[]
	H) Hour Meter[]
	I) DEF level gauge.....[]
	J) Air Filter Restriction gauge[]
<u>FUEL TANK:</u>	A) 45 Gallon Rectangular Fuel Tank LH BOC.[]
	B) DEF Tank Mounted LH BOC[]
<u>PAINT:</u>	A) Dupont Single Stage Non-Metallic.....[]

ROSCO MODEL RA-400 SPRAY PATCHER OR EQUIVALENT

	<u>SHALL BE OR HAVE:</u>	YES	NO
<u>DIMENSIONS:</u>	A) Length: 26' 0" with Boom retracted.[]
	38'5" with Boom fully extended[]
	B) Width: 8'6"[]
	C) Height: 10'[]
	D) Weight: 18,000 lbs. with standard chassis[]
<u>CHASSIS:</u>	A) Refer to specifications above		
<u>HYDRAULICS:</u>	A) Dual hydraulic pump with 43 GPM for blower function, 13 GPM for all other functions driven from Auxiliary Engine. Hydraulic Tank Reservoir: 38 Gallons[]
<u>AUXILIARY ENGINE:</u>	A) Output (Gross Intermittent): 66.8 HP @ 2600 RPM Tier 4 Interim, naturally aspirated 4 cylinder Kubota diesel engine In-cab Aux Engine controls at operators station with tach, hour-meter and warning system[]
<u>AIR SYSTEM:</u>	A) High volume, low pressure, positive displacement blower driven by truck hydraulics motor and capable of 850 CFM @ 2,850 RPM.[]
<u>AGGREGATE SYSTEM:</u>	A) Low Profile 5 cubic yard hopper or 11,000 lbs. Rectangular welded 123" x 84" Aggregate Hopper with Cold Weather Heat Kit[]
	B) In-cab controlled Vibration System, Dual Electric over Hydraulic activated hopper lids with rear access open/close switch.[]
	C) Cab Controlled, adjustable, feed slide gate meters aggregate flow.....[]
	D) System will accept aggregates up to 3/4"[]
	E) Plus 1 System stored settings: Rock Flow, Emulsion Flow and Air Flow.....[]
	F) VORTEC (Vacuum Operated Rock Transfer Emulsion Coating System) system utilizes no mechanical or moving parts to move aggregate, ease of access to clean and service the slide gate and sub systems. (CONVEYORS AND/OR PADDLE FEEDERS ARE NOT ACCEPTABLE.)[]
	<u>LIQUID ASPHALT EMULSION TANK:</u>		
	A) Insulated liquid asphalt emulsion tank.....[]
	B) Two 4500 Watt, 240 Volt Thermostatically controlled heater elements located in a water heat exchanger tube[]
	C) Alternate heat source provided to maintain heat on work site and regulated automatically to prevent over or under heating of materials.....[]
	D) Asphalt line heated to prevent clogging during operation[]
	E) Tank mounted 5" dial thermometer and emulsion level indicator, (Both Visible from cab).....[]
	F) Tank size: 300 Gallons.....[]
	G) Tank Fill Opening: 12"[]
<u>ASPHALT EMULSION FEED & FLUSH SYSTEM:</u>			
	A) Air pressurized system to deliver sufficient asphalt to completely cover aggregate at full feed capacity. Delivery system capable of maintaining 60 PSI. Flush system has a 30 gallon minimum capacity with provisions for storing used flush material. Asphalt tank is equipped with a three-way valve for flush, delivery and shut-off.....[]

SHALL BE OR HAVE:**YES NO**

- OPERATOR CONTROLS:
- A) One Man Operation from the driver's seat, All patching functions are in the cab; including cleaning, tack coating, patching and dust coating.[|]
- B) DP 200 LCD display controlled from Plus 1 Can-Bus system in cab monitors; boom location, blower speed, rock & emulsion flow, hydraulic temperature, emulsion level, and system faults[|]
- C) Single joystick controls boom swing, extend/retract and push button for up/down, push buttons operate; blow out mode, emulsion on/off, aggregate gate on/off and extension/retraction.[|]
- D) Operator control center includes: Auxiliary engine on/off switch, blower on/off, blower inc./dec., rock flow inc./dec., emulsion inc./dec.; engine alarm, tachometer, pre-treat, engine start/on/off, RPM min/max; boom auto stow and override; vibrator on/off, beacon light switch, hourmeter, circuit breakers[|]
- E) Separate arrow board control panel[|]

- TELESCOPIC BOOM:
- A) Side mount boom storage system, eliminating windshield obstruction in stow position, one piece, double acting boom with three-stage telescoping...[|]
- B) Aggregate delivery tube with cable/hose carrier, heater water lines with individual nozzle shut offs. Double acting swing and hoist hydraulic cylinders.[|]
- C) Position sensed safety system that does not allow boom swing into traffic beyond center line. Capable swing operations to shoulder and center with caution.[|]

- ARROW BOARD:
- A) Multi-function arrow board mounted on rear. (Size 30" x 60")[|]
- B) 15 LED Lights[|]

- PATCH ON THE GO:
- A) Electric hydraulic flow control for independent operation allows patching while moving at low speeds.[|]

- OTHER OPTIONS:
- A) Jet Flush System[|]

MANUALS: SHALL BE PROVIDED BY SUCCESSFUL BIDDER: (FOR TRUCK)

- A) One Illustrated Parts Manual,[|]
- B) One Service Manual,[|]
- C) One Operator's Manual[|]
- D) One Electrical Diagnostic Trouble Shooting Guide Manual[|]
- E) One Electrical Schematic Manual[|]
- F) CD's or Flash Drive is acceptable[|]

- TRAINING:
- The successful bidder shall provide adequate training from a factory authorized technician, to county employees, on basic operation and preventive maintenance recommendations of bid vehicle.[|]

- WARRANTY:
- A) The warranty on the Cab and Chassis shall be 3 year / 300,000 mile, a copy of which shall be submitted with bid[|]
- B) The warranty on the Spray Patcher shall be 3 year / 4,000 hours, a copy of which shall be submitted with bid[|]

SUCCESSFUL BIDDER SHALL PROVIDE ONE ADDITIONAL COMPLETE
SET OF FILTERS PLUS ANY ADD ON COMPONENTS, AT TIME OF DELIVERY

PAYMENT:

Bidder shall not be paid for the cab and chassis until the completed vehicle
is delivered to Cattaraugus County DPW[|]

BID FORM

DELIVERY WITHIN _____ DAYS AFTER RECEIPT OF ORDER, F.O.B. CATTARAUGUS CO. DPW, 8810 Route 242. LITTLE VALLEY

YEAR OF CAB & CHASSIS: _____

MAKE OF TRUCK CAB & CHASSIS: _____ MODEL _____.

Cost of **One (1) Truck** equipped as specified:

\$ _____

Option #1 - Cost to Cattaraugus County DPW for the purchase of **ONE (1) ADDITIONAL TRUCK** equipped as specified above, DELIVERED to DPW FACILITY, 8810 ROUTE 242, Little Valley, NY 14755 **IF ORDERED WITHIN 6 MONTHS OF AWARD OF CONTRACT.** \$ _____

NOTE: By signing this bid form and submitting a bid, the vendor acknowledges that they have read, understand and agree to all aspects of this document as presented. Conditional bids will not be accepted.

NAME OF FIRM _____

SIGNATURE _____

Federal ID No. _____

PRINT/TYPE NAME: _____

ADDRESS _____

DATE _____

PHONE NO. _____

IF PAYMENT IS TO BE MADE TO OTHER THAN THE ABOVE NAMED COMPANY, PLEASE FILL IN COMPANY NAME AND ADDRESS HERE.

APPENDIX "A"
COUNTY OF CATTARAUGUS STANDARD INSURANCE REQUIREMENTS

The insurance companies providing these coverages acknowledge that the Named Insured is entering into a contract with the County of Cattaraugus in which the Named Insured agrees to defend, hold harmless, and indemnify the County, its officials, employees, and agents against all claims resulting from work performed, material handled, and services rendered. In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternate coverage and limits should be evidenced on the certificate in lieu of the standards printed below.

Minimum Coverage Limits are as Follows:

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

* The Comprehensive/Commercial General Liability limits can be met by one or more policies, or in combination with an Excess and/or Umbrella Liability policy.

The COI must indicate if the coverage trigger in an 'Occurrence' form or a 'Claims-made' form.

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

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

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

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

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

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

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor, and

No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

(For use of individual bidder)

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

d/b/a _____

(For use of partnership bidder)

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

Partnership Name

By _____
Co-Partner

(For use of corporate bidder)

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

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

Dated 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 _____

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

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

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

The undersigned, desiring to interpose a bid to provide services for **One (1) New and Unused, 2014 or Newer, 33,000 GVWR Cab & Chassis with Rosco RA-400 Spray-Patcher or Equivalent**, for Cattaraugus County Department of Public Works, does hereby accept all terms, conditions, and agreements contained and set forth in the Notice to Bidders, Instructions to Bidders, Minimum Specifications, Non-Collusive Bidding Certification, Legal Status Information and Bid for Performance of Contract with Cattaraugus County Legislature and does hereby certify, agree and propose as follows:

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

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

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

INDIVIDUAL, PARTNERSHIP OR CORPORATE USE

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

Name and Address of Bidder:

Authorized Signature and Title:

Signature

Title

Date

"Iran Divestment Act of 2012" "Iranian Energy Sector Divestment"

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

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

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

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

- a. "By submission of this bid, the bidder identified herein and each person signing on behalf of the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and behalf that this bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the state finance law."

Corporate or Company Name

By:

Signature

Title

Sworn to before me this

____ day of _____, 20 ____

Notary Public