

MINIMUM SPECIFICATIONS FOR

TWO (2) NEW AND UNUSED
TRI-AXLE EJECTOR TRAILERS

FOR
CATTARAUGUS COUNTY DEPARTMENT OF PUBLIC WORKS
REFUSE 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
Exception Sheet.....	5
Detailed Specifications.....	6
Bid Form	9
Insurance Requirements	10
Non-Collusive Bidding Certification	11
Legal Status Information	12
Bid for Performance	13
Iran Divestment Act of 2012.....	14
 DRAWING	 ATTACHED

CATTARAUGUS COUNTY

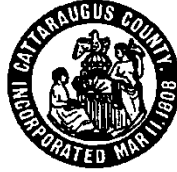
DEPARTMENT OF PUBLIC WORKS

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 **Thursday, August 25, 2016 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 #62 – Two (2) New and Unused, Tri-Axle Ejector Trailer

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 938-2465.

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:

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

2. PERFORMANCE BOND.

NOT REQUIRED

3. BID FORM:

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

4. CHANGES:

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

5. INFORMALITIES:

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

6. BID TIME:

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

7. INVESTIGATIONS:

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

8. BID ENVELOPE:

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

9. NON-COLLUSIVE CERTIFICATION:

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

10. CONTRACT AWARD:

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

11. EXECUTORY CLAUSE.

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

12. DELIVERY SCHEDULE.

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

13. PRICES.

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

14. TRANSPORTATION CHARGES.

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

15. TAXES.

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

16. COMPLIANCE WITH LAWS.

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

17. CONTRACT ASSIGNMENTS.

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

18. CASH DISCOUNT.

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

19. ALTERNATE ITEMS.

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

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

20. ADDITIONAL INFORMATION.

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

21. WORKMANSHIP.

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

22. HOLD HARMLESS.

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

23. BID VALIDITY.

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

24. CONTRACT INTEREST.

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

25. OTHER CUSTOMERS.

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

26. PRICE IS FIRM.

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

27. BIDDER AFFIRMATION.

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

28. INSURANCE

The (Contractor, Vendor, Etc.) shall secure and maintain, at its own cost and expense, insurance coverage specified in Appendix (A) attached hereto, complying with Classification "(selected on form)", with insurance companies licensed in the State of New York. Cattaraugus County must be named as an additional insured for purposes of coverage, but not for payment of premium. The (Contractor, Vendor, Etc.) shall file a certificate of insurance with the Cattaraugus County Risk Manager covering all acts performed by the (Contractor, Vendor, Etc.) prior to performing pursuant to this Agreement or receiving any payment thereunder and shall be responsible for updating the certificate as necessary throughout the term of the Agreement. All certificates of insurance shall provide that Cattaraugus County be given thirty (30) days' notice prior to non-renewal or cancellation of these policies. **Certificate of Insurance shall be furnished by the bidder within five (5) days of the "Intent to Award" and prior to signing of contract.** Failure to supply a satisfactory certificate within five (5) days after the "Intent to Award" may result in the cancellation of award and for the forfeiture of the Contractor's bid security, in the sole discretion of the County.

29. STATE CONTRACTS:

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

31. LITIGATION:

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

32. ALTERNATE SOURCE:

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

EXCEPTION SHEET

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

COMPANY NAME

SIGNATURE:

MINIMUM SPECIFICATIONS FOR TWO (2) NEW AND UNUSED, TRI-AXLE EJECTOR TRAILERS

General:

This specification is intended to describe the requirements for a new Tri-Axle Ejector Refuse Trailer. The trailer shall be used by the Cattaraugus County DPW, Refuse Division.

NOTE: The trailer manufacturer must have a minimum of five (5) year experience in building this type of trailer.

		YES	NO
	Manufacturer model and current specification data to be supplied with bid.	[]
<u>UnderCarriage & Suspension</u>	<u>SHALL BE OR HAVE:</u>		
	A) Tri-axle air ride, TURNER, Model HT-300, 60 inch spread,	[]
	1. Front axle: shall lift and be steerable or trackable.	[]
	B) King Pin: 36 inch on a 3/8 inch Pin Plate,	[]
	C) Chassis, 10 inch by 17# I-Beam rear to landing gear.....	[]
<u>Axles:</u>	Hendrickson, HT300, 30,000 LB. Capacity.	[]
<u>Brakes:</u>	<u>SHALL BE OR HAVE:</u>		
	A) 16 1/2 inch by 7 inch Air Quick-Change with automatic slack adjusters,	[]
	B) 4S/2M Anti-lock Braking System.	[]
<u>Bumper:</u>	<u>SHALL BE OR HAVE:</u>		
	<u>(See Attached Drawing – Not to Scale)</u>		
	A) Heavy duty push/pull bumper with a minimum capacity of 250,000 pounds.	[]
	B) Center pull swivel hook on heavy duty pin with two 3/4" stiffener plates evenly spaced on either side of center pin	[]
	C) Legs – roughly 28" from top of I-Beam to bumper bottom; roughly 45" outside diameter.....	[]
	D) Two 3" solid round extending beyond legs of bumper on center, with lower piece placed 3 1/2" up from bottom of bumper	[]
<u>Flaps:</u>	Full rear plastic fenders over the rear tridem	[]
<u>Wheels:</u>	10-hole, HUB Piloted, outboard drums.	[]
<u>Rims:</u>	24.5 inch by 8.25 inch TUBELESS Steel disc	[]
<u>Tires:</u>	11-R22.5 inch Yokohama RY023 16 ply radials.....	[]
<u>Tire Carrier:</u>	None	[]
<u>Fifth Wheel:</u>	Height: 49 inch standard.....	[]
<u>Landing Gear:</u>	JOST, 2 speed Heavy Duty H450, 200,000#.....	[]
<u>Lights:</u>	<u>SHALL BE OR HAVE:</u>		
	A) 12-volt,	[]
	B) L.E.D. mounted in door, vapor proof, D.O.T. lights and reflectors.	[]
<u>Ladder:</u>	Aluminum tubular, on front of trailer passenger side, with grab-handle on left side of ladder on roof.....	[]
<u>Body:</u>	<u>SHALL BE OR HAVE:</u>		
	A) Length - 48 feet, overall.....	[]
	B) Width - 102 inches,.....	[]
	C) Over all height – not to exceed 13 ft. 6 inches.....	[]
	D) Sides - 84 inches by 1/8" HARDOX AR450 grade steel.....	[]
	E) Top Rail - 6 inch wide by 4 inch tall by 1/4 inch Structural tubing	[]

		YES	NO
	F) Side Posts - 6 inch by 10 Ga. On 24 inch centers	[]
	G) Rear Posts - 4 inch by 3 inch by 3/8 inch Structural Tubing	[]
	H) Box bracing - Three rows each side.....	[]
	I) Cleaner Plate - outside,	[]
<u>Tailgate:</u>	<u>SHALL BE OR HAVE:</u>		
	A) Compaction barndoor hinged curbside, 5 heavy duty hinges.....	[]
	B) 5 wrap around, ratchet style manual lock on driver side for release control	[]
	C) Extra reach cams for compaction support over center locks with ratchet and safety chains	[]
	D) Tail lights and license plate holder to be installed on rear door	[]
<u>Lid:</u>	<u>SHALL BE OR HAVE:</u>		
	A) Front flip top with 200 inch by full width of trailer opening,	[]
	1. Flip top to be one (1) piece, 212" by width to fit opening, hinged on curb side, must open at least 120 degrees.	[]
	2. Flip top to be mounted with six evenly-spaced heavy duty hinges; 3 bushings on the wall and 2 on the lid per hinge. The 2 outer hinges shall straddle the opening.....	[]
	B) Flip section 3/16 inch HARDOX reinforced,	[]
	C) Two (2) 3 inch double acting cylinders to operate flip top; cylinders to attach to lid 18" higher than roof of trailer.	[]
	D) Solid surface with anti-skid paint applied on lid and entire front half of roof ...	[]
<u>Roof:</u>	<u>SHALL BE OR HAVE:</u>		
	A) Top restrained with hydraulic hold downs,.....	[]
	B) Roof Posts - 6 inch by 10 gauge on 24 inch centers,	[]
	C) Roof Boxes - one row center, double row last 8 posts.	[]
<u>Floor:</u>	1/4 inch HARDOX.....	[]
<u>Floor Guide:</u>	4 inch by 3 inch by 1/4 inch angle with 5 inch fabricated shelf.....	[]
<u>Crossmember:</u>	Four (4) inch JR I-Beam on 12 inch on center 7.7# @ roof hole.	[]
<u>Blade:</u>	3/16 inch HARDOX.....	[]
	A) Must be fitted properly with sufficient clearance so it operates smoothly in all temperature conditions.....	[]
<u>Cylinder:</u>	96-48-492 with dual mid stage carrier	[]
<u>Bulkhead:</u>	48 inch bottom up with two (2) doors.	[]
<u>Cleanout Doors:</u>	Two (2) (one each side of trailer) 36 inches high by 24 inches wide (minimum) cleanout doors behind blade.	[]
<u>Control Valve:</u>	Four (4) spool, electric over hydraulic compatible with Control Chief wireless remote.	[]
<u>Wireless Remote:</u>	Control Chief wireless remote system (SK-1400) to remotely operate ram, flip top roof, roof lock & Vquip system.....	[]
<u>Hydraulic Hoses & Fitting:</u>	To fit application compatible with hydraulic tanks mounted on county road tractors; fittings to be mounted in center of trailer (bulkhead).....	[]

Paint:

SHALL BE OR HAVE:

YES NO

- A) Each container shall be thoroughly cleaned prior to painting to remove grease, dirt and foreign matter. Weld slag and corrosion spots shall be removed by wire brushing. [|]
- B) Two coats of **Chassis Saver™ UCP934 Silver-Aluminum Rust Preventive Underbody Coating** shall be applied according to manufacturer's specifications.. [|]
- 1) At time of delivery the County will check a random area to ensure that the underbody coating was applied. [|]
- C) Two finish coats of **MAGNACRYL™ High Solids Acrylic Enamel 9000 Non-Smudge Silver-Aluminum #9099 with Magnathane™ 79HS High Solids Super Wet Look Catalyst** at manufacturer's recommended mix rate of 1 pint Catalyst per 1 gallon Enamel shall be applied according to manufacturer's specifications.. [|]

Manuals:

VENDOR SHALL FURNISH:

- A) One illustrated parts manual, (on CD if available)..... [|]
- B) One service manual, (only one)(on CD if available)..... [|]
- C) One Operator's Manual [|]
- D) One Electrical Schematic Manual.(on CD if available) [|]

BID FORM

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

Year of Trailer: _____ Make of Trailer: _____ Model of Trailer: _____

Total cost to Cattaraugus County DPW for Two (2) Tri-Axle
Ejector Trailers as per specifications (**DELIVERED**): \$ _____

OPTION #1:

Cost to Cattaraugus County DPW for **EACH ADDITIONAL** Tri-Axle Ejector Trailer
DELIVERED to DPW FACILITY, 8810 ROUTE 242, Little Valley, NY
IF ORDERED WITHIN 12 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 _____

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 **Tri-Axle Ejector Trailer**, 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 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

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