

MINIMUM SPECIFICATIONS FOR  
PEST CONTROL SERVICES

FOR  
CATTARAUGUS COUNTY DEPARTMENT OF PUBLIC WORKS

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

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# CATTARAUGUS COUNTY

## DEPARTMENT OF PUBLIC WORKS

*Development – Progress – Workmanship*

*Joseph T. Pillittere  
Commissioner*

*Ryan J. Ferguson  
Deputy Commissioner*

*Mark C. Burr, P.E.  
Director of Engineering*



*Jack Ellis Drive  
8810 Route 242  
Little Valley, New York 14755  
Phone (716) 938-9121  
FAX (716) 938-2753*

TO: BIDDERS OF THE ENCLOSED SERVICES

FROM: Dawn Smith, Procurement Specialist DPW

RE: EXTRA COPIES OF PROPOSAL

\*\*\*\*\*

Please submit with bid, FIVE (5) EXTRA COPIES of the Price Sheet only (PROPOSAL) that are being submitted.

Please clearly mark on each extra proposal sheet, "EXTRA COPY".

**IF THE PRICE SHEET IS TWO OR MORE PAGES IN LENGTH, PLEASE STAPLE THE PAGES TOGETHER IN COMPLETE SETS.**

THANK YOU,  
  
DAWN SMITH

# CATTARAUGUS COUNTY

## DEPARTMENT OF PUBLIC WORKS

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Sealed proposals for **Pest Control Service**, for the Cattaraugus County Department of Public Works, according to the enclosed specifications, will be received by the undersigned until **Friday, November 21, 2014 at 1:45 P.M.** after which they will be 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 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. #207 - Pest Control Service**

and sent or delivered to:

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

Any proposal not clearly marked will not be considered.

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

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

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

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



# INSTRUCTIONS TO PROPOSER

## 1. PROPOSAL FORM

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

## 2. CHANGES

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

## 3. 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 proposer submitting the lowest acceptable proposal. Conditional proposals will not be accepted.

## 4. 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.

## 5. INVESTIGATIONS

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

## 6. PROPOSAL ENVELOPE

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

## 7. NON-COLLUSIVE CERTIFICATION

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

## 8. CONTRACT AWARD

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

## 9. REFERENCES

A list of references for whom the proposer has done work in the past must accompany the bid. If a proposer cannot provide a list of references, including at least one reference located in Western New York, the County reserves the right to require a performance bond in an amount to be determined by the Public Works Committee in a format acceptable to the County Attorney.

## 10. 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.

## 11. DELIVERY SCHEDULE

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

## 12. 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.



13. COMPLIANCE WITH LAWS

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

14. DISCRIMINATION

The successful proposer agrees:

- (a) that in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
- (b) that no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national origin;
- (c) that there may be deducted from the amount payable to the contractor by Cattaraugus County under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;
- (d) that this contract may be canceled or terminated by Cattaraugus County and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this 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)

15. CONTRACT ASSIGNMENTS

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

16. ADDITIONAL INFORMATION

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

17. HOLD HARMLESS

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

18. PROPOSAL VALIDITY

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

19. 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.

20. PRICE IS FIRM

The unit prices proposed shall remain firm, and any other charges proposed shall also remain firm, for work, and/or services described in this proposal in accordance with the detailed specifications for those services. No cost increase shall be charged for any reason whatsoever.

21. PROPOSER AFFIRMATION

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



22. 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 nonrenewal or cancellation of these policies.

**Certificate of Insurance shall be furnished by the proposer with its proposal submittal.**

23. 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.

24. 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.

25. WAGE RATES

Construction, reconstruction, or repair contracts for public works facilities are subject to minimum wage rates, as established by the State of New York Department of Labor. The successful bidder on any contract for public works to which the provisions of the New York State Labor Law Article 8 apply agrees that:

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

(Section 220, subd. 3, N.Y. State Labor Law)

A schedule of prevailing hourly wage rates is attached to this packet.

## MINIMUM SPECIFICATIONS FOR PEST CONTROL SERVICES

1. It is the intent of these specifications to describe the need of Cattaraugus County for pest control service at various County buildings located throughout the county.
  2. The County reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and request re-submission. The County reserves the right to award the contract to the lowest responsible proposer submitting a responsive proposal meets the specifications
  3. The contractor shall be responsible for the all labor, material, equipment and supervision necessary to provide the required services. The contractor shall guarantee that all persons applying pesticides are certified and have the appropriate license as described in the Specification section of this document.
  4. All damages to county property, caused by the successful vendor's equipment or employees will be the responsibility of the successful vendor. All repairs to such damages are the successful vendor's responsibility after approval from County Building Maintenance Supervisor pertaining to materials and methods used for repairs.
  5. The contract period is for two (2) years starting JANUARY 1, 2015 ending DECEMBER 31, 2016.
  6. VISITATION OF COUNTY FACILITIES:  
Each bidder is required to visit each County facility under this contract to totally familiarize himself/herself with the buildings and areas involved in the pest control service. The prices submitted are to be as indicated on the Proposal Form. Appointments for visiting facilities must be made with maintenance supervisor at each facility.
  7. Proposers are to bid ALL of the locations. Award will be made to ONE vendor with the lowest TOTAL PROPOSAL PRICE for all locations.
  8. The County **WILL NOT PAY** additional service or delivery charges such as **"FUEL SUR-CHARGES"**.
  9. **PREVAILING WAGES:**  
All vendors submitting bids are required to conform to all current NYS prevailing wage laws. The County has included a copy of the most current prevailing wage rates as of the printing of this document. However, this has been done as a reference only. The vendor is responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. Current rates are available by calling the NYS Department of Labor at (585) 258-4505. Rates are also available via the internet at:  
[http://www.labor.state.ny.us/business\\_ny/employer\\_responsibilities/prevwage/county/homeREG.htm#Cattaraugus](http://www.labor.state.ny.us/business_ny/employer_responsibilities/prevwage/county/homeREG.htm#Cattaraugus)  
  
The County will only pay and the vendor agrees to only charge prevailing wage rates to those employees of any organization that are required by New York State law to receive said rates in the course doing work for the County of Cattaraugus.  
The contractor agrees to verify all rates with the New York State Department of Labor prior to submitting a proposal and prior to doing any work for the County as well as to establish which of the those workers involved in any part of a contract for the County are required by law to receive said rates.
- NOTE: Vendors currently on the NYS Labor Department Debarred list will not be considered for award of this contract. By submitting a proposal for consideration, the vendor is indicating to the County that they are currently in good standing with the NYS Department of Labor at the time of the proposal



## **TERMINATION AT WILL:**

The County reserves the right to terminate any contract resulting from this proposal with (10) ten calendar days written notice to the vendor. The County agrees to show cause and allow the vendor the opportunity to rectify problems. However, if in the sole opinion of the County, the vendor has not resolved or shown a good faith effort to rectify the problem to the satisfaction of the County in a timely and workman like manner, said contract shall be terminated and the County shall take whatever actions are allowed by New York State General Municipal Law.

## **SCOPE OF SERVICES**

1. Provide monthly, semi-annually or as needed maintenance of various Cattaraugus County Buildings including the treatment (use of spray and/or bait) of any and all forms of insects and rodents **inside and/or outside** the facilities. Some of the facilities will include kitchen and eating areas. Each facility is to be invoiced separately. A breakdown of buildings and requirements is found on the proposal form attached.  
A service report is to be sent after each treatment to the contact person listed for that building. **A report shall be given to the Administrator of the two Pine Healthcare and Rehabilitation Centers (Olean & Machias) at time of treatment before leaving the facilities.** All maintenance shall be performed during regular business hours; Monday through Friday from 8 AM until 5 PM.

Service to include but not limited to:

- A) Inspect the food serving and food storage areas for the presence of insects/rodents, and treat as necessary.
  - B) Inspect all other interior areas of the buildings for insects and rodents; provide treatment and control. The vendor will include with the proposal a list of any additional services, mechanical devices and specialty products not included in monthly service fee and will itemize costs of such services, mechanical devices, and specialty services.
  - C) Inspect exterior of the buildings for possible bee nests, other insect problems and entry ports for insect and rodents and treat as necessary.
  - D) Both of the Pines Healthcare and Rehabilitation Centers; 2245 West State Street, Olean, NY 14760, and Route 16, Machias, NY 14101, shall have **three (3) Indoor/Outdoor treatments One in the spring, one in the summer, and one in the fall,** to be coordinated with the maintenance supervisor of that particular facility as to the exact date.
2. Special projects may be required for various facilities **as needed**. These projects would include cluster fly treatment (with Demon W/P) AND rodents. The various facilities and requirements are listed on the proposal form attached.
  3. Non-covered/Emergency services B Please quote hourly rates for weekdays, weeknights, weekends, and holidays. Required response time: The contractor shall be on site within (4) four hours of the request for emergency services.
  4. Provide and Install EPA approved Protecta (or equal) outside bait stations with anchors, if requested by the contact person. This shall be for any of the listed locations and outlying buildings at these locations (including Gazebos).
  5. Provide the County with Material Safety Data Sheets (MSDS) for all products used upon award of contract.

## **LICENSE**

**All** persons who apply pesticides must be a certified applicator and are to have the appropriate N.Y.S. D.E.C. licensing. **A list of all personnel who will be applying the pesticide and their individual license number MUST BE SUBMITTED with your proposal or the proposal WILL NOT BE CONSIDERED.**

## **TRAVEL, EQUIPMENT, AND MATERIAL CHARGES**

All pricing must include any travel charges, along with all equipment and materials need to safely and effectively complete the services. No additional up-charges will be allowed.

## **LIST OF REFERENCES:**

Each vendor shall provide a list of references, with contact names and numbers, of clients in Cattaraugus County and/or adjacent counties.

## **COUNTY CONTACT**

The contact person for the various locations are as follows:

### **Cattaraugus County Jail,**

301 Court Street, Little Valley, NY 14755

Dan French

716-938-9111 ext.2254

### **Pines Healthcare and Rehabilitation Center,**

2245 West State Street, Olean, NY 14760

9822 Route 16, Machias, NY 14101

Christopher Klemann

716-373-1910 ext. 4426

David Kosinski

716-353-8516 ext. 4610

### **Stonehouse Building**

9822 Route 16, Machias, NY 14101

David Kosinski

716-353-8516 ext. 4610

### **Cattaraugus County Office Building,**

1 Leo Moss Dr. Olean, NY 14760

Garth Johnston

716-373-8010 ext. 3230

### **Health and Youth Building**

200 Erie Street, Little Valley, NY 14755

Brian Binger

716-938-9111 ext. 2202

**NOTE: #1 >>** THE TWO (2) PINES HEALTHCARE AND REHABILITATION CENTERS (OLEAN & MACHIAS) AND THE COUNTY JAIL ARE TO BE TREATED WITH **HOSPITAL/ NURSING HOME APPROVED BAIT AND/OR SPRAY.**

**Award** of this proposal will be determined by the lowest responsible proposed prices for all sites as follows.

1. 12 (monthly) pest control visits to the Jail (Indoor)
2. 12 (monthly) pest control visits to the Pines Healthcare & Rehab. - Olean (9 Indoor & 3 Indoor/Outdoor)
3. 12 (monthly) pest control visits to the Pines Healthcare & Rehab. - Machias (9 Indoor & 3 Indoor/Outdoor)
4. 2 Insect pest control & 2 rodent control visits to the Stonehouse Building
5. 2 pest control visits to Cattaraugus County Office Building - Olean (Indoor/Outdoor)
6. 2 pest control visits to Cattaraugus County Health & Youth Building – Little Valley (Indoor)



# PROPOSAL FORM

## MONTHLY MAINTENANCE

### CATTARAUGUS COUNTY JAIL, (NOTE #1 Page 7)

#### 301 COURT ST. LITTLE VALLEY

|  |                 |                      |
|--|-----------------|----------------------|
| INDOOR TREATMENT                           | \$ _____        | PER VISIT            |
| INDOOR/OUTDOOR TREATMENT                   | \$ _____        | PER VISIT            |
| <i>(CLUSTER FLY TREATMENT (AS NEEDED))</i> | <i>\$ _____</i> | <i>PER TREATMENT</i> |

### PINES HEALTHCARE AND REHAB. - OLEAN (NOTE #1 Page 7)

|  |                 |                      |
|--|-----------------|----------------------|
| INDOOR TREATMENT                           | \$ _____        | PER VISIT            |
| INDOOR/OUTDOOR TREATMENT                   | \$ _____        | PER VISIT            |
| <i>(CLUSTER FLY TREATMENT (AS NEEDED))</i> | <i>\$ _____</i> | <i>PER TREATMENT</i> |

### PINES HEALTHCARE AND REHAB. - MACHIAS (NOTE #1 Page 7)

|  |                 |                      |
|--|-----------------|----------------------|
| INDOOR TREATMENT                           | \$ _____        | PER VISIT            |
| INDOOR/OUTDOOR TREATMENT                   | \$ _____        | PER VISIT            |
| <i>(CLUSTER FLY TREATMENT (AS NEEDED))</i> | <i>\$ _____</i> | <i>PER TREATMENT</i> |

## SEMI-ANNUAL TREATMENT: (spring and fall (or as otherwise stated))

### STONEHOUSE BUILDING - MACHIAS

|   |          |           |
|---|----------|-----------|
| OUTDOOR INSECT PEST CONTROL<br>TWO VISITS (Spring & Summer)                                       | \$ _____ | PER VISIT |
| RODENT CONTROL (2 VISITS) Fall & Early Winter<br>Combination <b>3 Traps &amp; 3 Bait Stations</b> | \$ _____ | PER VISIT |

### CATTARAUGUS COUNTY OFFICE BUILDING

#### 1 LEO MOSS DRIVE, OLEAN, NY

|  |                 |                      |
|--|-----------------|----------------------|
| INDOOR TREATMENT                           | \$ _____        | PER VISIT            |
| INDOOR/OUTDOOR TREATMENT                   | \$ _____        | PER VISIT            |
| <i>(CLUSTER FLY TREATMENT (AS NEEDED))</i> | <i>\$ _____</i> | <i>PER TREATMENT</i> |
| RODENT TREATMENT (AS NEEDED)               | \$ _____        | PER VISIT            |

### CATTARAUGUS COUNTY OFFICE BUILDING

#### 200 ERIE STREET, LITTLE VALLEY, NY

|                              |          |           |
|------------------------------|----------|-----------|
| INDOOR TREATMENT             | \$ _____ | PER VISIT |
| RODENT TREATMENT (AS NEEDED) | \$ _____ | PER VISIT |

ADDITIONAL BAIT STATIONS (any location or outlying buildings) \$\_\_\_\_\_ EACH

COST PER **MOLE TRAP**, any of the listed locations above \$\_\_\_\_\_ EACH

**NON-COVERED/EMERGENCY TREATMENT: (TIME AND MATERIALS)**

HOURLY RATE FOR WEEK DAYS \$\_\_\_\_\_ PER HOUR

HOURLY RATE FOR WEEK NIGHTS \$\_\_\_\_\_ PER HOUR

HOURLY RATE FOR WEEKENDS \$\_\_\_\_\_ PER HOUR

HOURLY RATE FOR HOLIDAYS \$\_\_\_\_\_ PER HOUR

MILEAGE RATE: (for Non-Covered/Emergency Treatment) \$\_\_\_\_\_ PER MILE

**PAYMENT:** THE COUNTY'S PREFERRED METHOD OF PAYMENT IS BY "*CREDIT CARD*". WILL YOU, THE VENDOR, ACCEPT CREDIT CARD PAYMENT?

YES:\_\_\_\_\_ NO:\_\_\_\_\_

REFER QUESTIONS OF PAYMENT TO THE TREASURER'S OFFICE 938-9111.

NOTE: By signing this proposal 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  |
| <b>** COMMERCIAL GENERAL LIABILITY</b> |                                      |                                      |                                     |  |                                      |   |                                     |
| Prem. - Ops.                           | \$2,000,000 Agg.<br>\$1,000,000 Occ. | \$2,000,000 Agg.<br>\$1,000,000 Occ. | \$1,000,000 Agg.<br>\$ 500,000 Occ. | \$2,000,000 Agg.<br>\$1,000,000 Occ.           | \$2,000,000 Agg.<br>\$1,000,000 Occ. | \$2,000,000 Agg.<br>\$1,000,000 Occ.      | \$1,000,000 Agg.<br>\$ 500,000 Occ. |
| 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>               |                                      |                                      |                                     |  |                                      |   |                                     |
| Owned                                  | \$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                     |
| 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.<br>\$1,000,000 Occ. | \$1,000,000 Agg.<br>\$ 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

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 proposal to provide services **PEST CONTROL SERVICE**, for Cattaraugus County Department of Public Works, does hereby accept all terms, conditions, and agreements contained and set forth in the Notice to Proposers, Instructions to Proposers, 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 proposal 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 proposals 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



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

**Pest Control in County Buildings Throughout the County**

NYSDOL PREVAILING WAGE RATES

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PROJECT: Cattaraugus County DPW – Pest Control in County Buildings Throughout the County

NYSDOL PRC#: 2014901012

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# 2014901012)

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



## **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.