



Carissa Knapp, County Administrator
 7 Court Street, Room 213
 Belmont, New York 14813
 Phone : (585) 268-9217
 E-mail: carissa.knapp@alleganyco.gov

SOLICITATION TO BID
TIMBERING ON THE BENNETT LOT IN THE TOWN OF GROVE
Notice to Bidders

SEALED BIDS are requested for timbering on the Bennett Lot, also known as Rattlesnake Hill, located in the Town of Grove; Tax Map ID #22.-1-3. The Bennett Lot is comprised of just over 100 acres of county forest land. The timber volume totals for this lot include:

Rattlesnake Hill / Bennett Lot Timber Volumes

Timber	Board Feet
Red Oak- 74 stems	27,488
Red Maple- 217 stems	38,113
Hard Maple- 61 stems	12,606
White Ash- 1158 stems	164,081
Black Cherry- 14 stems	3,712
Aspen- 38 stems	10,647
Cucumber- 7 stems	<u>897</u>
Total:	257,544

The following timber stand improvement cuts will also be included in the bids:

- Ash- 39 cull stems
- Maple- 3 cull stems
- Red oak- 13 cull stems
- Aspen- 6 cull stems
- Beech- 6 cull stems

The County Attorney is currently working on securing the proper DEC permits necessary to utilize the roadway for hauling logs from the property.

Sealed bids are due to the County Administrator Carissa Knapp, 7 Court Street, Room 213, Belmont, New York, 14813 by 1:00 p.m. on Friday, October 13, 2023. Bids will be officially opened and read aloud at this time in the Legislative Chambers (Room 221) of the County Office Building 7 Court Street, Belmont, New York.

Bid Release Date	September 25, 2023
Bid Issuing Department	Allegany County Administrator
Bid Contact Information	Allegany County Soil and Water Conservation District, 5390 County Route 48, Belmont, New York 14813 or by calling (585) 268-5840. The office is open Monday – Friday, 8:30 a.m. to 4:00 p.m.
Bids are to be sent to	Carissa Knapp, Allegany County Administrator 7 Court Street, Room 213 Belmont, New York 14813
Bid Due Date and Time	October 13, 2023, by 1:00 p.m.
Bid Opening	October 13, 2023, at 1:00 p.m.

Clearly write on the outside of the sealed envelope **“Bennett Lot Timber Bid.”**

Bidders must comply with regulatory and licensing requirements of the State of New York, and other applicable New York statutes.

Specifications for the above-listed items may be obtained on the Internet: Allegany County Website at www.alleganyco.gov. It shall be the responsibility of each bidder to reach out to the contacts to determine if an addendum has been issued.

Allegany County reserves the right to reject any or all bids and to accept the bid it determines to be in the best interest of Allegany County.

Upon mutual agreement of the parties, Allegany County reserves the right to award and enter into a contract as a result of this bid by resolution of the Resource Management Committee of the Allegany County Board of Legislators in accordance with the specifications of the bid.

GENERAL TERMS AND CONDITIONS

Objective

Allegheny County is requesting bids for timbering on the Bennett Lot, also known as Rattlesnake Hill, located in the Town of Grove. Timbering the property will assist the county with maintaining a healthy county forest and will promote vegetation diversity and growth, and habitat and wildlife diversity.

I. CONTRACT TERM:

The Successful bidder will remove all materials from County land and meet all the conditions of the contract within 24 months. Contract extensions may be granted at the discretion of the Resource Management Committee of the Allegheny County Board of Legislators, upon written request of the bidder, when extenuating circumstances exist. No extension shall exceed 12 months in length, and the total of all extensions shall not exceed 24 months. **Requests for extensions shall be made in writing no less than 30 days prior to Contract termination date.**

II. NOTIFICATIONS

The bidder will notify the Allegheny County Forester no less than (5) business days prior to Bidder's intent to commence harvesting operations and at least (5) days prior to starting clean up. The Bidder will be required to meet with the Forester prior to commencing these operations.

It will be the bidder's responsibility to provide the workers actually performing the harvest with a copy of the NOTICE OF SALE OF FOREST PRODUCTS before work begins. These copies may be obtained from the Forester. The bidder shall keep a copy of the NOTICE OF SALE OF FOREST PRODUCTS on site at all times while conducting work under contract.

Upon determination by the Allegheny County Forester that any of the terms of the contract are not being upheld, the bidder may receive a Notice to Correct by certified mail, return receipt requested. If the required work is not completed within (7) calendar days following receipt of such Notice to Correct, unless a good faith effort has been demonstrated to the County's satisfaction, the contract may be terminated for cause.

The contract may be terminated or suspended by the County if the bidder abandons the work under contract; is in violation of any conditions of contract; fails or refuses to conform with the requirements of the contract; or if the Allegheny County Forester is of the opinion that the bidder is willfully violating any of the conditions of the contract or executing same in bad faith; or that bidder has failed to promote work in a diligent manner. Upon such default or termination, Allegheny County shall have the right to proceed to enforce the bond posted by the bidder in connection with the contract.

III. VOLUME ESTIMATIONS

The volume in the standard trees was estimated and is based on the Doyle Log Rule for saw timber. Soft wood volume estimates are based on 100% tree count and a 10% volume estimate using 1/4" Log Rule. The Allegheny County Forester does not guarantee the estimated tree count, volume, or quality of the stumpage advertised.

IV. MARKING

The trees for sale are marked with blue/purple paint at breast height (dbh) and on stump. All trees so marked must be felled; in addition, all cull trees marked with an "x" shall also be felled. Girdling

cull trees will NOT be permitted.

County property boundary trees marked with white, yellow, OR any boundary trees shall not be cut and are not part of the sale.

Only those trees which have been marked or otherwise designated to be cut by the Allegany County Forester shall be cut under the terms and conditions of the contract. In the event that any unmarked or otherwise undesignated trees should be cut, destroyed, or injured, the bidder may be liable for a penalty per tree or treble damages or both.

V. HARVESTING

NO MECHANICAL HARVESTING of Hardwood sawtimber will be permitted as defined: A Harvester is a type of heavy forestry mechanized vehicle employed in cut to length logging operations for felling, delimiting, and bucking trees.

The Allegany County Forester may, in whole or in part, suspend harvesting operations during periods of wet and/or muddy conditions during the contract period.

The bidder shall use existing skid roads where feasible and shall secure all roads, trails, and landings to restrict erosion at all times to the satisfaction of the Forester. The Forester reserves the right to require the bidder to implement erosion and sediment control measures at any time, which includes but is not limited to, water bars, broad based dips, corduroy, culverts, temporary bridges, straw bales, seeding and mulching. (New York State Forestry Best Management Practices for Water Quality-BMP field Guide: <http://www.dec.ny.gov/lands/37845.html>)

The bidder shall install a landing and driveway at the location designated by the Allegany County Forester to the dimensions deemed necessary by the Forester to accommodate the egress of harvested timber in an environmentally sound manner, with any culverts or stabilization measures necessary installed to the specifications of the Forester. All brush, treetops, and other debris removed for landing construction will be deposited at a site approved by the Forester.

Any additional site work to improve the landings to accommodate the specific needs of the bidder will be done at the bidder's expense and only with approval from the Allegany County Forester. Landings will be kept free of any garbage, oil cans, and debris. The bidder shall remove or return to the harvest area unused wood brought to the landing from the harvest area. The bidder shall block with earthen mounds or appropriately sized rip rap the entrances to skid trails leading into the woods from landing areas at the completion of the sale to the satisfaction of the Allegany County Forester.

The bidder shall prevent ruts greater than 18" in depth during harvest activities or, if such ruts should occur, the bidder shall cease harvesting in that area and ameliorate the damaged road or trail. Harvest activities resume only when conditions improve and measures have been taken to prevent further rutting. The bidder shall prevent ruts on all roads and skid trails that may result in channelized sediment flow. The bidder shall level all ruts and secure haul roads to restrict erosion at the completion of the sale to the satisfaction of the Allegany County Forester.

Individual hitches shall be no wider than the skidder.

The Allegany County Forester reserves the right to restrict the size of equipment used when, in the judgement of the Forester, said equipment is causing unacceptable damage to the site and residual stand.

No more than 5% of the residual trees greater than 5” (dbh) within the harvest area may be damaged during the harvest operation. A tree considered to be damaged may include, but not be limited to:

1. Damage to the main stem of the residual tree which results in the loss of bark greater than 90 sq. inches.
2. Greater than 40% damage to the entire root system of the residual tree from soil compaction or disturbance.
3. Greater than 25% damage to the live crown of the residual tree.

The Bidder shall leave stump heights, measured on the uphill side, no greater than the diameter of the stump unless otherwise directed by the Forester.

The Bidder shall not leave trees or treetops hung up in the harvest area and must pull any hung trees or tops down immediately. The Bidder shall keep the sale area free of liter including cans, papers, and equipment parts at all times. If trees accidentally fall over boundary lines or into stream channels, the Bidder shall pull back all material immediately.

VI. TSI

A designated TSI area has been marked and mapped and ALL harvest criteria stated in Section V. Harvesting applies. The TSI must be completed to secure release of bond.

VII. BIDDING

A Non-Collusive Bidding Certification must be included with the submitted bid. Each bidder will be required to submit with this bid, a deposit of 5% of the net amount bid.

The successful bidder will be required to pay 100% of the bid price, less the 5% bid deposit, and a \$5,000 cash bond deposit. Such payment and deposit will be due upon the execution of a “Sale of Forest Products from County Forests Agreement.” Such execution shall be within seven days of the mailing or delivery of the notification of award.

Acquisition of Bid Documents

Bid documents are available for download at www.alleganycounty.gov. They are also available by contacting the Allegany County Soil and Water Conservation District, 5390 County Route 48, Belmont, New York 14813, or by calling (585) 268-5840. The office is open Monday – Friday, 8:30 a.m. to 4:00 p.m.

Each contractor bears sole responsibility for the acquisition of bid documents. Requests for bid documents to be forwarded are neither a guarantee nor an incurred obligation on the part of Allegany County to ensure contractors requested receipt of bid documents, timely or otherwise.

Receipt of these bid documents, unsolicited or otherwise, shall not be construed as a pre-determination of a contractor’s qualifications to receive a contract award. Nor shall said receipt of these documents be interpreted as an endorsement that the contractor’s equipment, materials, products, and/or services are in compliance with the bid specifications.

Examination, Interpretation, Correction of Bid Documents

Each bidder shall examine all bid documents and judge all matters relating to the adequacy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to this bid solicitation shall be directed to the Allegany County Soil and Water Conservation District, 5390 County Route 48, Belmont, New York 14813, or by calling

(585) 268-5840. The office is open Monday – Friday, 8:30 a.m. to 4:00 p.m. The County shall not be responsible for oral interpretations given by any county employee, representative, or others. The issuance of written addendum/addenda is the only official method whereby clarification or additional information can be given.

Preparation of Bid Documents

Bids must be submitted on the forms provided in the bid documents and prepared in the following manner:

All bid forms shall be clearly legibly completed using a permanent medium (e.g. ink, typewriter, laser printer, etc.). Illegible entries will be rejected.

If submittal of unit price(s) is a requirement, said unit price(s) shall prevail. All mathematical functions (extensions, additions, etc.) are subject to audit. Each price bid shall be expressed as a numerical dollar value; indicators such as ditto marks, arrows, etc. are not acceptable.

All forms requiring the contractor's signature shall be signed by the contractor or the contractor's authorized representative. Erasures and/or alterations shall be initialed by the individual whose signature appears on the bid forms.

Bids shall be submitted in accordance with the bid documents, and bidders shall not make any changes in the wording of the bid forms or make any stipulations or qualify the bid in any manner.

All bids shall be firm for a period of sixty (60) days from the bid opening date; during which time, the County shall render its decision.

Contract Term

The successful bidder will be required to pay 100% of the bid price, less the 5% bid deposit, and a \$5,000 cash bond deposit. Such payment and deposit will be due upon the execution of a "Sale of Forest Products from County Forests Agreement." Such execution shall be within seven days of the mailing or delivery of the notification of award. The term of the contract will be two years.

Quantities

Quantities are not guaranteed. A minimum and/or maximum quantity shall not be established. All purchases, and therefore the cumulative annual purchase quantity, shall be "as required" by Allegany County. If this bid document specifies "estimated quantities," said quantities are provided for bid purposes only. These quantities are not intended, nor should they be construed, to reflect the actual purchase requirements of Allegany County.

Non-Collusive Bidding Clause and Certificate

- a. Clause – “By submission of this bid/proposal, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - i. The prices in this bid/proposal 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 contractor or with any competitor; and
 - ii. Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to opening, directly or indirectly, to any other bidder/proposer or to any competitor; and
 - iii. No attempt has been made or will be made by the contractor to induce any other person, partnership, or corporation to submit or not to submit a bid/proposal for the purpose of restricting competition.”
- b. The contractor shall submit a signed and dated Non-Collusive Bidding Certificate with its bid. Said certificate is mandated by Chapter 956 of the Laws of New York State, pursuant to Section 103-D of the General Municipal Law. Reference the “NON-COLLUSIVE BIDDING CERTIFICATE” form included in this bid document.

Hold Harmless Clause and Form

- a. Clause – “The contractor agrees that it shall at all times hold harmless Allegany County, to the extent permitted by law, from all claims, damages or judgements or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of the contractor and in particular as may arise from the performance under this contract. In the event of an injury by the subcontractor or its employees, they shall cause notice to be served upon Allegany County within twenty-four (24) hours of any such injury.”
- b. The contractor shall submit a signed and dated Hold Harmless Clause form with its bid. Reference the “HOLD HARMLESS CLAUSE” form included in this bid document.

Iranian Energy Sector Divestment Certification

Contractor hereby represents that said contractor follows New York State General Municipal Law

Section 103-g entitled “Iranian Energy Sector Divestment”.

By submission of a bid, each contractor and each person signing on behalf of any contractor 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 belief, that each contractor is not on the list created pursuant to NYS Finance Law Section 165-a(3)(b).

The contractor shall submit a signed, notarized, and dated Iranian Energy Sector Divestment Certification with its bid. Said certificate is mandated by Section 103-g of the General Municipal Law. Reference to the Iranian Energy Sector Divestment Certificate form is included in this bid document.

Required Insurance(s)

- a. This document includes an information sheet entitled: ALLEGANY COUNTY STANDARD INSURANCE REQUIREMENTS. These requirements establish the minimum insurance(s) which the contractor(s) shall have in effect prior to entering into a contract to do business with Allegany County. Said insurance(s) are required to remain in effect throughout the term of the contract(s) plus 90 days.
- b. In the event that the contractor’s insurance lapses during the term of the contract, the Allegany County reserves its right to cancel the contractor’s contract(s) and to purchase the contracted product(s)/service(s) on the open market; with any increase in cost(s) to Allegany County being charged to the contractor. Credit shall not be issued to the contractor where open market cost(s) to Allegany County are less than the cost(s) contracted with the contractor.
- c. Allegany County shall be named as an additional insured in the contractor’s policy for all intents and purposes of contract(s) issued as a result of an award. The document number and title shall be referenced in the description/additional comments section of the certificate of insurance form. PLEASE NOTE: Additional insured and certificate holder must read: Allegany County, 7 Court Street, Belmont, New York 14813.
- d. The contractor will be indemnifying and insuring for cloud-based breaches not caused by the fault of Allegany County.
- e. Each contractor shall submit an original of its Certificate of Insurance (which indicates the contractor’s compliance with the above sections a) and b)) to the Allegany County Administrator’s Office, Room 213, 7 Court Street, Belmont, New York 14813.
- f. The Certificate of Insurance must be approved by the County Attorney prior to the contractor’s acting on and/or performing any of the obligations it incurred as a result of the award and/or contract.
- g. Self-employed persons must carry Worker’s Compensation coverage as directed by the Allegany County Attorney. Contractor shall submit an original Certificate of New York State Worker’s Compensation Insurance Coverage form WC 88 31 21 C, which indicates the

contractor's compliance, to be approved by the County Attorney prior to the contractor's acting on and/or performing any of the obligations it incurred as a result of the award and/or contract.

- h. Worker's Compensation Insurance Exemption: Contractors claiming to be exempt from the requirement to carry/provide Workers' Compensation Insurance shall submit a fully executed CE-200 form; the form to be complete, notarized, and stamped as received by the New York State Workers' Compensation Board.

Sales Tax Exemption

The County is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties within the State of New York.

Protection from Claim Against or Equal

In the event of any claim concerning or relating to the issue of equal or better, the bidder agrees to hold Allegany County free and harmless from any and all claims, legal fees, and court costs for loss or damage arising out of this transaction for any reason whatsoever.

Addendum/Addenda

Addendum issued prior to the County's receipt of bids: It shall be the responsibility of each bidder, prior to submitting its bid, to check the Allegany County website: www.alleganyco.gov for any addendums or by contacting the Allegany County Soil and Water Conservation District, 5390 County Route 48, Belmont, New York 14813 or by calling (585) 268-5840. The office is open Monday – Friday, 8:30 a.m. to 4:00 p.m.. It is a requirement that the bidder sign, date, and include addendum(s), if applicable, with the bid submittal. Failure to do so may result in rejection of bid.

Submittal of Bid(s)

Bids shall be submitted in a sealed envelope with the following marked on the outside:

Print your company's name in the upper left corner

In the lower left corner print: "Bennett Lot Timber Bid"

Sealed Bid: Friday, October 13, 2023, 1:00 p.m.

Bids should be addressed to the County Administrator, 7 Court Street, Room 213, Belmont, New York 14813. Bids will be received until 1:00 p.m. on Friday, October 13, 2023, at which time bids will be opened and read publicly in the Legislative Chambers (Rm 221) of the County Office Building. **Facsimile transmitted bids are not acceptable and shall be rejected.**

Security procedures are in effect at the Allegany County Office Building. Interested parties, especially contractors who intend to hand deliver bids and/or conduct business with the County Administrator's Office, should allow sufficient time for any delay which may arise as a result of security procedures.

All bid proposal pages shall remain intact and be submitted with the bid.

Late Bids:

Contractors shall bear sole responsibility for the delivery of their bids in a timely manner. Reliance upon the U.S. Postal Service or other carriers is at the contractor's risk. Late bids will not be considered and shall be returned unopened.

Right of County to Seek Clarification, Accept or Reject Bid(s)

Allegany County reserves the right to require clarification from the contractor for the purpose of assuring a full understanding of the bidder's responsiveness to the solicitation requirements. Allegany County reserves its right to reject any and all bids (or separable portions thereof); the right to waive irregularities and technicalities; and the right to request resubmittal of bids (re-bid).

Civil Rights

Allegany County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and New York State Labor Law, Article 8- Public Work, Section 220e hereby notifies all contractors it will affirmatively ensure that any contract awarded as a result of this bid solicitation will be awarded without discrimination on the grounds of race, color, sex, or natural origin.

Award of Bid

For the purpose of this bid and subsequent award, the bid shall be awarded to the highest responsible qualified bidder who sufficiently meets the terms, conditions, and specifications stated herein. However, under all circumstances and all statements to the contrary notwithstanding, Allegany County reserves the right to determine the award/awardee in accordance with the best interest of Allegany County.

Award of bid is not made at the bid opening. All bids are subject to final review and acceptance by the County Attorney and by the Allegany County Board of Legislators.

Executory Clause

Allegany County shall have no liability under any contract or contracts to any contractor or to anyone else beyond funds appropriated and made available for the purposes of this bid document and resultant contract(s).

Assignability

The bidder shall not assign, transfer, convey, sub-contract, sublet, or otherwise dispose of all or portions of this contract (and/or work to be performed as a result of the contract) or its right, title, or interest to any other person, company, or corporation, without prior written consent of the County Attorney.

Cancellation of Contract

Allegany County reserves the right to cancel the contract resulting from an award of this bid solicitation at any time during the contract period, without penalty to Allegany County and without stated reason, by delivering a written ten (10) day notice of intent to the contractor(s) or its representative(s). Said notification mailed to the contractor or its representative via the US Postal Service; First Class mail shall be considered sufficient and delivered.

COUNTY OF ALLEGANY
Sale of Forest Products

BID

Carissa M. Knapp
County Administrator
7 Court Street, Rm 213
County Office Building
Belmont, New York, 14813

Dear Administrator Knapp:

I have examined the forest products offered for public sale by the County of Allegany located on the so-called Bennett / Rattlesnake Hill Lot, 105 acres, located in the Town of Grove, Allegany County on England Hill Road, north of County Route 70, and hereby bid the following price in accordance with the terms of the advertisement and agreement:

Mixed hardwoods as described in the Notice of Sale totaling 257,544' BF.

Bid Price :\$ _____

If I am the successful bidder, I agree to abide by the terms of the Agreement, to execute the Agreement within 7 days of the mailing or delivery of the notification of award, to pay 100% of the bid price less the 5% bid deposit and to deposit a \$5,000 cash bond when the Agreement is executed, and to remove from County land on or before two years from the date of the Agreement all designated timber sold under this Agreement.

Enclosed is a 5% bid deposit check payable to Allegany County in the amount of \$ _____

Also enclosed is an executed non-collusive bidding certification and hold harmless clause.

Company Name

Name: _____

Title: _____

Address: _____

Phone: : _____

Email: : _____

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, a bid for the purpose of restricting competition.

Name of Bidder

Signature of Bidder

Date

State of _____) County of _____) ss:

On the__ day of_____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis on satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his /her/their capacity (ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual (s) acted, executed as instrument.

Notary Public

Note: If bidder is a corporation, the corporate name and title of officer signing must be stated.

HOLD HARMLESS CLAUSE

The agent shall at all times defend, indemnify and hold harmless the County of Allegany and its employees from any and all claims, damages or judgments or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of Agent and in particular as may arise from the performance under this contract. Such obligation to the County shall not be construed to negate, abridge, or reduce other rights of indemnity which would otherwise exist. This provision shall supersede any other provision in this Agreement deemed to be in conflict, unless specifically stated otherwise. In the event of an injury by the subcontractor or its employees, they shall cause notice to be served upon the County within twenty-four (24) hours of any such injury.

PLEASE PRINT OR TYPE:

Company Name: _____

Company Address: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Telephone No: _____ Fax No: _____

Federal Employee ID# _____

Bid Name: _____

IRANIAN ENERGY SECTOR DIVESTMENT

Contractor/proposer hereby represents that said contractor/proposer is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said contractor/proposer has not

Provided goods or services of \$20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five (45) days or more if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

Any contractor/proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

Except as otherwise specifically provided herein, every contractor/proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:

“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 its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b).”

Allegany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The County reserves its rights in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by- case basis under the following circumstances:

The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the bidder/proposer has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

The County of Allegany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Allegany would be unable to obtain the goods or services for which the bid/proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

Signature

Title

Company Name

Date

State of _____) County of _____) ss:

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis on satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his /her/their capacity (ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual (s) acted, executed as instrument.

Notary Public

ALLEGANY COUNTY STANDARD INSURANCE REQUIREMENTS

Insurance shall be procured and certificates of Insurance delivered to the County Attorney’s Office, the County department responsible for the agreement, and the Clerk of the County Board of Legislators prior to commencement of work or delivery of merchandise or equipment. The Certificates of Insurance shall be made to the County of Allegany, County Office Building, Belmont, New York 14813 must comply with all coverage specifications of the contract; and must be executed by an insurance company and/or agency or broker licensed by the Insurance Department of the State of New York. The “ACCORD” form certificate may be used, provided the following two additions are added to the form verbatim:

ACKNOWLEDGMENT: The insurance companies providing these coverages acknowledge that the named insured is entering into a contract with Allegany County 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. The contractual liability coverage evidenced above covers the liability assumed under the County-Contractor agreement.

Prior to non-renewal or cancellation of these policies, at least thirty (30) days advance written notice shall be given to Allegany County Attorney’s Office and the County Department requesting this certificate before such change shall be effective, except that five (5) days advance written notice shall be sufficient for Certificates from the State Worker’s Compensation Fund.

MINIMUM COVERAGE LIMITS ARE AS FOLLOWS:

Policy	Construction and Maintenance	Professional Services	Property Leased to Others or Use of Facilities or	Concessionaires Services	Livery Services	All Purposes Public Entity Contracts
Comp. Gen.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Prem. & Ops.	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Prods/Compl	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Independent Cont	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Contractual	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE					
X.C.U	INCLUDE					
Personal Injury		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
Owned	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-owned	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess Umbrella	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Worker’s	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Professional Liab.		\$1,000,000				

- Allegany County shall be named as additional named insured on all policies for purposes of coverage but not the payment of premium.
- *The comprehensive general liability can be met by one or more policies or in combination with an excess umbrella liability policy. No umbrella policy is required if underlying coverage is at least \$1,000,000.
- Bid specifications or particular contracts, leases or agreements may require alternative coverage and limits, which must be evidenced on the certificate in lieu of the coverages specified above.
- The expiration date for any claims made policy must be at least ninety (90) days after the expiration of the contract for services or final delivery of any products.

AGREEMENT
SALE OF FOREST PRODUCTS FROM COUNTY FORESTS
TIMBERING ON THE BENNETT LOT IN THE TOWN OF GROVE

THIS AGREEMENT, made this ____ day of _____, 20__ between the COUNTY OF ALLEGANY, a municipal corporation with offices located at 7 Court Street, Belmont, New York, 14813 (hereinafter referred to as “the County”), and _____, with an address located at _____ (hereinafter referred to as “the Buyer”).

WITNESSETH:

WHEREAS, the County wishes to sell timber located on the Bennett Lot, also known as Rattlesnake Hill, located in the Town of Grove, Tax Map ID #22.-1-3 (hereinafter referred to as the “ the Forest Products”); and

WHEREAS, the Buyer submitted a bid in compliance with the County’s requirements set forth in “Solicitation to Bid – Timbering on the Bennett Lot in the Town of Grove,” and was declared the successful bidder pursuant to General Municipal Law § 103; and

WHEREAS, the sale of the Forest Products shall be facilitated by the Allegany County Soil and Water Conservation District (hereinafter referred to as “the Forester”), with offices located at 5390 County Road 48, Belmont, New York 14813 (hereinafter referred to as “the Forest Products”);

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties hereby agree as follows:

1. Contract Documents.

a. The Contract Documents consist of the following, including all current and future appendices, attachments, addendum, adjustments, incorporated references, updates, and amendments: this Agreement; the County’s bid solicitation documents, including the Notice of Sale of Bid Package and Solicitation to Bid; the Buyer’s bid, to the extent it does not conflict with the other Contract Documents; the bond, as applicable; and all applicable federal, state, and local laws, rules, regulations, requirements, best management practices, licenses, and permits. The Contract Documents are as fully a part of this Agreement as if attached hereto or repeated herein.

b. All services, including those provided by subcontractors, shall be provided in furtherance of and in conformance with the Contract Documents. It is the Buyer’s responsibility to make itself and any subcontractors aware of any applicable Contract Document requirements.

c. In the event of a conflict between the terms of this Agreement and the terms of another Contract Document, the terms of this Agreement shall apply; however, where the other Contract Document provides greater detail about or elaborates on an obligation set forth in this Agreement, the provisions of the other Contract Document shall be considered as additional requirements to the duty or obligation found in this Agreement, which is enforceable at the option of the County.

2. Location and Description of the Forest Products.

a. Location of the Forest Products – Bennet Lot, also known as Rattlesnake Hill, located in the Town of Grove, Tax Map ID #22.-1-3. All boundaries are marked with three hashes, flagging, and ribbon.

b. Description of the Forest Products – Please see description of the Forest Products listed on the Notice of Sale of Bid Package and Solicitation to Bid – Timbering on the Bennett Lot in the Town of Grove. Please note that M.B.F. means “thousand board feet” as calculated by the Doyle Log Rule. All volumes are estimates, and no guarantees are made with respect to quantity or quality.

3. Sale of All Marked Timber.

a. The County agrees to sell, and the Buyer agrees to buy and cut for a total purchase price of _____ all timber marked for cutting as described above, which is marked by a blue paint mark at a point approximately four to six feet above the ground level and on the stump at ground level.

4. Promises of the County.

a. The County guarantees the Buyer title to the timber, and agrees to defend the Buyer against any claims of this nature made against it whatsoever.

b. The County agrees to allow the Buyer, its officers, employees, and agents to enter upon the above-described land for the purposes of effectuating this Agreement, and to do such other things that may be necessary in connection with such purposes, including the right and privilege of the Buyer to use sufficient and necessary space, with the approval of the County and/or the Forester in and upon said land, to skid, load, and haul timber covered by this Agreement, and no other.

c. The County agrees to allow the Buyer to construct suitable roads or skid ways from which said timber will be removed from the above-described land, the location to be by mutual agreement with the Forester. The mutual agreement between the Buyer and the Forester shall include obtaining all necessary rights-of-way for crossing lands of others.

d. The County agrees that upon successful completion of this Agreement by the Buyer, the performance bond specified in paragraph shall be returned to the Buyer upon request by the Forester.

5. Specifications for Cutting.

a. All work performed under this Agreement shall be done in accordance with sound forest management principals, the approval of the County/the Forester, and the following specific conditions:

b. All trees marked for removal under the terms of this Agreement shall be cut. The Buyer shall pay \$100 per tree or triple its stumpage value, as determined by a forester, for each unmarked merchantable tree cut or wantonly injured by it or its agents in violation of the terms of this Agreement.

c. The Buyer agrees to obtain all permits from all authorities having jurisdiction concerning the cutting and removal of trees and forest products, and provide a copy of the same with specifications to the County/the Forester.

d. Stumps shall be low, the felling cut to be above the stump paint mark, but no higher than the diameter of the tree at the cut, with the exception of multiple stem trees.

e. All trees marked with **blue** paint strips on the stem will be cut and removed. All trees marked with an "X" must be cut and removed except when removal would cause damage to residual forest stand. No trees will be left hung up.

f. The Buyer in removing said products shall use due care to protect the residual forest stand against unnecessary injury and shall use equipment with a blade width that does not exceed skidder width. The Buyer shall also avoid damage or injury to the property of the Seller and leave the premises and surrounding areas used by the Buyer for any purposes in a neat and clean condition per the County's bid solicitation documents and sound forest management principals.

g. The Buyer will use due care to prevent fire, and will use its employees to extinguish all fires.

h. The Buyer shall keep free of obstruction and repair all existing roads to the satisfaction of the Forester upon completion of the logging operations.

i. The Buyer agrees to clear all skid trails and newly constructed roads of debris and back blade them, and install necessary erosion control structures (e.g. water bars, etc.) upon completion of the logging operations or at an point during the Agreement at the request of the Forester because of conservation concerns.

j. The Buyer agrees that all tops and other logging debris will be promptly removed from fields, cropland, spring hole, and streambeds, and that no trees will be felled onto neighboring property.

k. The Buyer agrees to repair damages to roads, bridges, ditches, fences, trails, or other improvements that by mutual agreement with the County/the Forester are

judged to be in excess of reasonable wear and tear in the harvesting of the Forest Products. All property corners, line stakes, and monumentations will be carefully protected.

l. The Buyer agrees to all terms as per the County's Notice of Sale of Bid Package, Solicitation to Bid – Timbering on the Bennett Lot in the Town of Grove, and the related bid specifications.

m. The Buyer agrees to conduct logging operations in accordance with the "Timber Harvesting Guidelines for New York" published by the Society of American Foresters and the Empire Forest Products Association.

n. The Buyer agrees that no skidding shall be done in any stream, and stream crossings shall be made only at locations approved by the County and pursuant to any required New York State Department of Environmental Conservation stream disturbance permits prior to commencement of any of the harvesting operation.

o. The Buyer understands and agrees that the County shall not be responsible for any damage or loss to the Buyer's equipment in the event of vandalism, burglary, or fire.

6. Payments.

a. The Buyer shall pay the County the sum of \$ _____ upon the execution of this Agreement.

b. All checks covering payments shall be certified and drawn upon a legally incorporated bank in the United States of America, and shall be made payable to Allegany County.

c. Title to the material purchased under this Agreement shall pass to the Buyer upon payment as set forth herein.

7. Contract Term.

a. The Buyer will remove all Forest Products from the County land and meet all of the conditions of this Agreement two (2) years from the date this Agreement is executed by both parties.

b. An extension of this Agreement may be granted upon written request of the Buyer at least thirty (30) days prior to its termination date, and upon mutual written agreement of the parties, when extenuating conditions exist. Final approval of an extension is at the discretion of the County Board of Legislators. No extension shall exceed twelve (12) months in length, and the total cumulative length of all extensions grant shall not exceed twenty-four (24) months in length.

8. Insurance and Bond.

a. The Buyer shall file at the time of execution of this Agreement a Certificate of Insurances meeting or exceeding the insurance requirements contained in Schedule "A" entitled "Allegany County Standard Insurance Requirements," attached hereto as Appendix A. Said policy shall include the following clause: "Policy extended to include the interests of the County of Allegany as respects this location."

b. The Buyer agrees to defend, save harmless, and to indemnify the County to the extent permitted by law against any and all claims for injury to property, person, or death arising out of the operations of the Buyer under this Agreement, and that this Instrument will act as a release to the County from any and all claims arising out of the removal of the above materials.

c. This Agreement shall be void and of no effect unless the Buyer secures compensation for the benefit of and keeps insured during the life of this Agreement such employees engaged thereon as are required to be insured by the provisions of the Workers' Compensation Law and acts amendatory thereof. If by reason of partnership status or some other reasons of exemption, compensation insurance is not required of Buyer, then proof of exemption must be furnished in writing. Persons under the age of 18 and under the supervision of Buyer are not allowed on the property of the County.

d. Before this Agreement shall be in force and effect, the Buyer shall give a cash bond in the sum of \$5,000 as surety for the faithful performance of this Agreement and for the indemnification of the County for any unnecessary injury to property of the County, forest growth, or other material not marked or otherwise designated for removal under this Agreement.

9. Independent Contractor.

a. It is understood and agreed that the relationship of the Buyer to the County is that of an independent contractor. Said contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that said Buyer, its officers, employees, or agents will not hold themselves out as, nor claim to be, an officer, employee, or agent of the County, and that it will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Seller, including but not limited to, workers' compensation coverage, social security coverage, or retirement benefit or credit.

10. Assignment and Approvals

a. This Agreement shall not be assigned or transferred without the express written consent of the County, which shall be obtained prior to any such assignment or transfer.

b. All operations under this Agreement shall be conducted in accordance with the laws of the State of New York and the United States of America, including but not limited to, all laws, rules, or regulations prohibiting discrimination.

11. Cancellation

a. This Agreement may be canceled by the County if the Buyer abandons the work under this Agreement, or fails or refuses to conform with the requirements of this Agreement, or if at any time the County is of the opinion that the Buyer is willfully violating any of the conditions of the Agreement or executing same in bad faith; or, that the Buyer has failed to promote work in a diligent manner. Upon such default or cancellation, the County shall have the right to proceed to enforce the bond posted by the Buyer in connection with this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

COUNTY OF ALLEGANY

By: _____
W. Brooke Harris, Chairman
Allegany County Board of Legislators

_____ Date

By: _____
Signatory's Name

_____ Date

STATE OF NEW YORK)
COUNTY OF ALLEGANY) ss:

On the _____ day of _____ in the year 2023 before me, the undersigned, personally appeared W. BROOKE HARRIS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF _____) ss:

On the _____ day of _____ in the year 2023 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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