

Chemung County-City of Elmira Purchasing Department

John H. Hazlett Building - 4th Floor

203 Lake Street PO Box 588

Elmira, NY 14901

PH: 607-737-3577 or 607-737-2090 FX: 607-737-2073

NOTICE IS HEREBY GIVEN, that sealed bids are sought and requested by the County of Chemung for the performance of the following contract:

RFB-1815 - FUEL EQUIPMENT AND SERVICE - (2015-2016)

Sealed bid will be received in the Chemung County-City of Elmira Purchasing Department, Room 403, Fourth Floor, John H. Hazlett Building, 203 Lake Street, Elmira, New York 14901, until **1:45 P.M. on April 28, 2015**, where they will be publicly opened and read aloud at 2:00 P.M. on the same date.

Each bid shall be accompanied by a deposit in the amount of **Five hundred dollars (\$500.00) in the form of a Certified Check, Bank Draft, or Bid Bond**. Cash will not be acceptable as a deposit. If an awarded bidder fails to enter into a contract with the County following notice of bid acceptance, the bid security shall be forfeited to and become the property of Chemung County. No bidder may withdraw their bid within forty-five (45) days after the date of the bid opening.

Please take notice:

The Purchasing Office is **closed** between 12:00 Noon to 1:00 P.M. daily.

The Purchasing Office receives one daily US Mail delivery **after 2:00 P.M.**

Any bid received **in the Purchasing Department after 1:45 P.M. on the due date will not be considered.**

Bids received via facsimile or electronically **will not be considered.**

Bid proposals must be submitted in **duplicate** (one original and one exact copy)

The County of Chemung reserves the right to reject any and all bids submitted and to waive any informality.

Proposals must be made upon and in accordance with bid documents. Bid documents can be obtained from the Purchasing Department between the hours of 9:00 A.M. to 12:00 Noon and 1:00 P.M. to 4:00 P.M. on or after April 14, 2015.

Documents may also be obtained on line at www.empirestatebidsystem.com. Vendors must first register for either the free service or the paid service at that site. The paid service **is not required** to obtain County or City bids. After registration, click on *Chemung County/City of Elmira* from the list of participating agencies; click on the *title of the bid* or search the *NIGP codes*.

Tricia A. Wise
Purchasing Coordinator

Inserted in the Star Gazette: April 14, 2015

Inserted in the Corning Leader: April 14, 2015

SECTION 1 - CONDITIONS OF WORK

1.01 Receipt and Opening of Proposals: The County of Chemung, New York (herein called the Owner) invites Bids on the form attached hereto. Each bidder shall submit their bid in a sealed envelope which shall bear thereon the following inscription:

RFB-1815 – FUEL EQUIPMENT AND SERVICE – (2015-2016)

Mail or deliver the bid document in person to the address specified in the Notice to Bidders. The outside of the bid envelope must bear the name and address of the company submitting the bid. The bidder shall submit the following **in the sealed bid envelope (one original and one exact copy):**

The Bid Submission Form
Non-Collusion Form
Waiver of Immunity
Certification Regarding Equal Employment Opportunity
Iranian Energy Divestment Certification
Documentation Required by Specifications
Bid Bond

All forms must be signed and witnessed according to the bid document instructions.

The original bid document shall be clearly marked **“ORIGINAL.”** If any discrepancy exists between the original document and the copy, the original document **shall be binding.**

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informality or reject any or all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. No bid may be withdrawn within forty-five days after actual date of the opening thereof.

Bids delivered prior to the day the bids are actually opened will be deemed received upon the day of the actual opening of the bids and will be retained in the interim only as a courtesy to the Bidder.

1.02 Description of Service (Contract Work Specifications): See specifications section (1.02).

1.03 Commencement of Work: This pertains to bids for a construction or service contract. Upon execution and delivery of the Contract and the delivery of the required insurance certificates, proof of insurance by the Contractor to the Owner and the approval thereof by the Owner’s legislative body and attorney, the Contractor will be notified to proceed with the work of the Contract. Upon receipt of the **Notice to Proceed**, the contractor shall provide the contracting agency with the performance and payment bonds required by that agency.

1.04 Taxes: The County of Chemung is a tax exempt entity.

1.05 Contractor’s Insurance: The Contractor and each subcontractor, at his own expense, shall procure and maintain, until final acceptance by the Owner of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State covering all operations under the Contract whether performed by the Contractor or by subcontractors. Before commencing the work, the

Contractor and each subcontractor shall furnish to the Owner one duplicate original policy together with two certificates of insurance for each of the kinds of insurance required satisfactory in form to the Owner showing that the Contractor and each subcontractor has complied with this Section. The policies and certificates shall provide that the policies shall not be changed or cancelled until 15 days after written notice to the Owner. Property damage insurance must in all instances include coverage for explosion, collapse, and underground operations (XCU hazards).

All insurance coverage required to be purchased and maintained by the Contractor under this Agreement shall be primary for the defense and indemnification of any action or claim asserted against the Owner and/or the Contractor for work performed under this agreement, regardless of any other collectible insurance or any language in the insurance policies that may be to the contrary.

Owner is to be named as an additional insured on a primary basis on all policies including completed operations with the exception of workers' compensation and a certificate of insurance will be provided within 48 hours of request by Owner. All certificates of insurance will provide 30 days notice to Owner of cancellation or non-renewal. Contractor waives all rights of subrogation against Owner and will have all policies endorsed setting forth this waiver of subrogation.

The kinds and amounts of insurance are as follows:

A. Commercial General Liability Insurance - Unless otherwise specifically required, each policy with limits of not less than:

\$ 1,000,000.00 PER OCCURRENCE; \$ 2,000,000.00 AGGREGATE

All damages arising during the policy period shall be furnished in the following specified types:

- 1) Contractor's Liability Insurance issued to and providing coverage to the Contractor for liability for damages imposed by law upon the Contractor with respect to all work performed by him under the Contract.
- 2) Contractor's Liability Insurance issued to and providing coverage to each sub-subcontractor for liability for damages imposed by law upon each subcontractor with respect to all work performed by said subcontractor under the Contract.
- 3) Contractor's Protective Liability Insurance issued to and providing coverage to the Contractor for liability for damages imposed by law upon the Contractor with respect to all work under the Contract performed for the Contractor by subcontractors.
- 4) Protective Liability Insurance issued to and providing coverage to the Owner for all liability for damages imposed by law upon the Owner with respect to all operations under the Contract by the Contractor or by his subcontractors, including omissions and supervisory acts of the Owner.
- 5) Contractual Liability Insurance issued to and providing coverage to the Owner for liability imposed by Contract upon the Owner for work performed on private land with respect to all operations under the Contract by the Contractor or by his contractors.
- 6) Completed Operations Liability Insurance issued to and providing coverage to the Contractor for liability for damages imposed by law upon the Contractor and each subcontractor arising between the date of the certificate of completion of the work and the date of expiration of the guarantee.

7) Said policy shall cover as Primary “additional insured” or, at the option of the Contractor, as Primary co-insured with the Contractor, the County of Chemung and all employees or other representatives of each of them, both officially and personally without liability for premiums.

B. Umbrella Excess Liability - Unless stated otherwise in specifications, policy must have limits of not less than:

\$ 1,000,000.00 PER OCCURRENCE; \$1,000,000.00 AGGREGATE

C. Automobile Insurance - Automobile public liability and property damage insurance covering all claims against the Contractor, each subcontractor and the Owner, as a result of work under the Contract, shall be provided by the Contractor in the following amounts:

COMBINED SINGLE LIMIT OF \$ 1,000,000.00

D. State Provisions for Workers’ Compensation - Pursuant to Section 108 of the General Municipal Law, it is stipulated that the Contractor shall at all times during the life of this Contract provide adequate Workers’ Compensation at his own cost and expense, and this Contract shall be void and of no effect unless the said Contractor shall secure compensation for the benefit of, and keep insured during the life of said Contract, such employees in compliance with the provisions of Chapter 41 of the Laws of 1914, as amended.

E. Installation Floater - The Contractor is responsible for damage or theft of their materials and supplies. All materials and supplies will be covered by the Contractor's insurance until the acceptance of the Project by the Owner.

1.06 Indemnification Clause: The Contractor agrees to defend, indemnify and hold harmless the County, its officers and agents, against all liability, judgments, costs, and expenses upon any claims arising from the negligence of the Contractor, its agents, officers or employees, in performing the work under this Agreement.

1.07 Guarantee: The Contractor guarantees all the work and equipment furnished under the Contract against any defects in workmanship or materials for a period of one (1) year following the date of final acceptance of the work by the Owner. Under this guarantee, the Contractor agrees to make good, without delay, at his own expense, any failure of any such parts due to faulty materials, construction or installation or to the failure of any such equipment to successfully perform all the work put upon it within the limits of the specifications and further shall make good any damage to any part of the work caused by such failure. The Contractor also agrees that the Contractor’s Bond provided for in the following paragraph shall fully cover all guarantees contained in this paragraph. Items replaced or rebuilt shall carry a one-year guarantee from the date of acceptance of the replacement or repairs.

1.08 Security for Faithful Performance: not applicable.

1.09 Additional Security: If at any time the Owner shall be or become dissatisfied with any surety or sureties then upon the Performance Bond, or if for any other reason such Bond shall cease to be adequate Security to the Owner, the Contractor shall within five (5) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other sureties as may be paid by the Contractor. No payments on current estimates shall be deemed due nor shall be made until the new sureties shall have qualified.

1.10 Executory Clause: It shall be understood by and between the parties that this agreement shall be deemed executory to the extent of the monies available to the County of Chemung for said purposes and no liability on account thereof shall be incurred by the County of Chemung beyond monies available for said purposes.

a. Cancellation: This Contract may be terminated by the County of Chemung, with written notice being given to the Contractor 30 days prior to cancellation and said agreement shall be null and void and have no further effect 30 days after the Contractor's receipt of said written notice from the County.

1.11 Contractor Status: The relationship of the Contractor to the County of Chemung shall be that of an independent Contractor. That the said Contractor in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as nor claim to be an officer or employee of the County of Chemung by reason thereof and that it will not by reason thereof, make any claim, demand, or application to or for any rights, or privilege applicable to an officer or employee of the County of Chemung, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credits.

1.12 Pertaining to General Municipal Law: The Contractor shall agree that Section 103-a and 103-b of the General Municipal Law relative to ground for cancellation of Contract by municipal corporation, and disqualification to contract with municipal corporations, are made parts hereof as though fully set forth herein.

1.13 Specification Discrepancy: Should a discrepancy be found in, or omissions from the specifications, requirements for contract, or bid proposal form, or should the bidder be in doubt as to their meaning, they shall at once notify in writing the Purchasing Director, who will send written instructions to all bidders. The County of Chemung will not be responsible for any oral instructions.

1.14 Assignment and Subletting: The Contractor shall not assign, transfer, sublease, pledge, hypothecate, surrender, or otherwise encumber or dispose of this Contract or any estate created by this Contract, or any interest in any portion of the same, or permit any other person or persons, company or corporation to perform, without the written consent of the County first being obtained.

1.15 Non-waiver: Any waiver of any breach of covenants herein contained to be kept and performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

1.16 Default: Provided always, these entire agreements are upon this condition, that if Contractor shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failure or neglect shall continue for a period of not less than seven (7) days, after the County has notified Contractor in writing of Contractor's default hereunder and the Contractor has failed to correct such default within said seven (7) days, or if Contractor shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors, then in either of said cases or events, the County, or those having its estate in the premises, lawfully may, at its option, immediately or at any time thereafter without demand or notice, cancel the whole and expel Contractor and those claiming by, through or under Contractor, and remove Contractors and their effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used.

1.17 Rejection or Acceptance: The right is reserved by the County to waive any irregularities or informalities in any bid, to accept or reject any or all bids, to re-advertise for bids if desired, and to accept the bid which, in the judgment of the County is deemed the most advantageous for the public and the County. Any bid proposal which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection of the bid. In the event of default of the successful applicant, or refusal to enter into a contract with the County, the County reserves the right to accept the bid of any other applicant without necessity of re-advertisement.

1.18 License Requirement: Contractor shall agree to maintain continuously applicable state, county, city and federal licenses. The County of Chemung reserves the right to investigate thoroughly the finances, character, experience and record of each bidder and the final award will consider these aspects with the actual bid. The company submitting the proposal shall fully cooperate in providing information necessary to facilitate the investigation herein stated above.

1.19 Contract Period: See Specifications **Section 1.02.**

1.20 Weight Certification: Where materials are purchased by weight, the supplier shall use scales certified by the County of Chemung or the State of New York and the supplier shall furnish the County with certified weight tickets upon delivery of materials and as necessary and/or requested by the County.

1.21 Tax Exempt Purchasing By Contractor: The Contractor (or approved subcontractor) MAY be considered exempt from the payment of State Sales Tax, ONLY when purchasing those materials that will be incorporated in the County owned real property involved in the Contract, by obtaining a CONTRACTOR EXEMPT PURCHASE CERTIFICATE and presenting it when making such purchases. One source for obtaining this certificate is the Department of Taxation and Finance, Technical Services Bureau, W.A. Harriman Campus, Building 8, Room 104, Albany, New York 12227. THE CONTRACTOR SHALL NOT USE ANY COUNTY TAX EXEMPTION LETTER OR NUMBER.

1.22 Prevailing Wage Rate Requirement - Prevailing wage rates and payroll transcript records: Contractors will be required to adhere to NYS DOL prevailing wage schedules in paying wages to employees. The prevailing wage schedules in effect at the time of the contract execution shall control.

a. Section 220(3-a) of the New York State Labor Law: Pursuant to Section 220 (3-a) of the NYS Labor Law, the successful bidder to whom the County awards the contract, and any subcontractor performing work under said contract, shall submit to the County Department a transcript of its original payroll records within thirty (30) days of the issuance of the contract, or within five (5) days of first entering the work site, whichever occurs first, and thereafter the contractor and subcontractor shall submit certified payroll records every thirty (30) days, until the contract expires or terminates. The filing of payrolls in a manner consistent with subdivision 3-9 is a condition precedent to payment of any sums due and owing to any person for work done on the project. Certified payroll records must also be submitted with invoices.

b. If the work to be performed by the successful bidder is located at a single location, the successful bidder and every subcontractor retained by the successful bidder shall post in a prominent and accessible place on the site where the work is performed a legible statement of all wage rates and supplements as specified in the bidder's contract with the County to be paid or provided, as the case may be, by the successful bidder or subcontractor for the various classes of

mechanics, working men, or laborers, employed on the work. Such posted statement shall be written in plain English and titled, in lettering no smaller than two inches (2") in height and two inches (2") in width, with the phrase "Prevailing Rate of Wages". Such posted statement shall be constructed of materials capable of withstanding adverse weather conditions.

c. A unique Prevailing Wage Case Number (PRC#) 2015002621 has been assigned to the schedule(s) for this project.

d. The current schedule(s) of the prevailing rates and prevailing hourly supplements for the project referenced above may be accessed at the New York State Department of Labor website at www.labor.ny.gov. To obtain the wage rate schedules on the DOL website:

Under the "Quick Links" on the home webpage, click on "**Businesses**"

Next on **Public Work** heading (on right side of screen),

Click on: "**Article 8 - Construction**"

Fill in the data window with, "**Chemung**"

Click on "**View**"

Prevailing Wage information will be reviewed; as you scroll, wage rates will be listed for: **JOB DESCRIPTIONS**. Any changes regarding the schedule will be listed under the section labeled: "**Changes and/or Corrections.**" Click on the link to view.

Rates can also be obtained by contacting the **Department of Labor at (585) 258-4505**.

If you do not have internet access, you may contact the Chemung County - City of Elmira Purchasing Department at (607)737-3577 or 737-2090 to request a copy of the prevailing rate schedule provided for this project.

e. **Worker Notification:** This provision is an addition to the existing prevailing wage rate law, Labor Law 220, subdivision paragraph 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the prevailing wage rate for their particular job classification on each pay stub*. It also requires contractors and subcontractors to post a notice at the beginning of the performance of every public work contract on each job site that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing wage of wages and/or supplements for his/her particular job classification. The required notification will be provided with each wage schedule, may be downloaded from the website www.labor.ny.gov under the heading, "**Businesses**" and then "**Labor Standards**" or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

* In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

f. **Effective July 18th, 2008:** If this be a contract for the construction, maintenance and/or repair of public work and the total cost of all work to be performed under the contract is two-hundred-fifty-thousand dollars (\$250,000) or more, then all laborers, workers, and mechanics employed in the performance of the contract either by contractor, sub-contractor or other person doing or

contracting to do the whole or a part of the work contemplated by the contract, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration (OSHA) that is at least ten hours in duration (Labor Law Section 220-h).

1.23 Unauthorized Changes: If this document is found to be altered in any way by a plan holder, it shall be cause for disqualification of the plan holder from any contract resulting from this solicitation and/or any future solicitation by Chemung County or the City of Elmira.

1.24 Limitations to Liability: The Owner does not assume responsibility or liability for costs incurred by bidders responding to the bid or to any subsequent requests for interviews, additional data, etc.

1.25 Compliance with Law: The Bidder agrees to comply with and fulfill all laws, orders, ordinances, rules and requirements of Federal, State, City, County or other applicable governmental authority; all applicable OSHA and New York State Labor rules, regulations, and statutes. Chemung County is a Municipal Separate Storm Sewer System (MS4) entity, and its MS4 operators together with third party entities are required to meet the storm water discharge regulations of its Storm Water Management Plan (SWMP). The bidder is advised it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards.

1.26 Liquidated Damages: Costs to the municipality significantly rise if contracts are not professionally managed and completed on time. Therefore for most contracts, a provision for liquidated damages is included.

1.27 Iranian Energy Sector Divestment:

1. 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:

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

2. 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.

3. 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:

- (a) "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)."

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

4. 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 cannot make the certification as set forth in subdivision (a) above, 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:

- (1) 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
- (2) The County of Chemung 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 Chemung 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.

1.28 Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition, carrier status or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition, carrier status or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition, carrier status or marital status.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto,

and will permit access to his books, records, and accounts by the Department and Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The Contractor will take such action with respect to any sub-contract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

SECTION 1.02: SPECIFICATIONS: FUEL EQUIPMENT AND SERVICE ~ 2015-2016

A. GENERAL

1. **Intent:** Chemung County intends to establish a contract to obtain Equipment, Installation, Maintenance and Repair of Fleet Fueling and Petroleum Storage Equipment and Appurtenances.
2. **Contract Term:** The contract term shall be from the date of contract execution to May 31, 2016. The contract may be extended for up to two (2) additional one (1) year terms under the same terms and conditions, including bid prices, upon mutual agreement between the County and the Successful Bidders. Bidders shall provide the exact location of their source for each bid item. Chemung County reserves the right to award each bid item to multiple vendors to accommodate project locations and costs of hauling and the various County Departments and political subdivisions participating in the contract.
3. **Award:** Chemung County intends to award the contract to the responsible bidder submitting the lowest responsive **total gross sum bid**.
4. **Contract Participation by Chemung County Departments and Political Sub-divisions:** Please reference Section 1.24 – Authorized Contract Users.

Please reference the following bid document sections for information relating to contracting with Chemung County and/or political sub-divisions of Chemung County:

- a. **SECTION 1.05 (Contractor's Insurance)**
- b. **SECTION 1.08 (Performance and Payment Bonds)**
- c. **SECTION 1.24 (Authorized Contract Users)**
- d. **NOTICE OF AWARD**
- e. **NOTICE TO PROCEED**
- f. **AGREEMENT FORM**
- g. **SITE ENTRY AND INDEMNITY FORM**

4. **Bidder Qualifications:** Bidders shall provide proof of financial and technical ability to produce and provide all bid items and services as may be required, for which they are submitting a bid price for the full term of the contract. Providing adequate proof of such ability is the sole responsibility of the bidder. The County reserves the right to inspect the bidder's facilities and to inspect and/or test materials. **The County, in its sole discretion, shall determine the bidder's compliance with the required qualifications.**
5. **Bidder Experience:** Proof of technical abilities, work experience and applicable equipment and labor necessary to complete services rendered, unless otherwise stated in Section B of these Specifications, shall be provided on request.
 - a. The Owner has sole discretion to determine acceptability of experience level for equipment operators and to reject inexperienced, inefficient or unsafe personnel and equipment.
 - b. Operators shall have a minimum of 3 years or 3,000 hours of demonstrated machine time
 - c. Supervisory staff shall have a minimum of 5 years or 5,000 hours of demonstrated experience providing the contracted service.
 - d. Equipment shall be in good working order. Equipment with fluid leaks will not be allowed on the job. If the equipment experiences mechanical failure of any type, the bidder shall replace the non-working piece of equipment with another of equal or greater capacity. All

trucks shall use operable tarpaulins (tarps) in good condition to cover all loads.

6. **Non-Compliance:** The supply of sub-standard or non-specification compliant products by any awarded vendor shall be cause to reject the material and may also be cause for the County to cancel the vendor's contract in its entirety. Upon rejection of sub-standard contract material by an Owner, the Owner may purchase the material from an alternate source and charge the difference in cost between the bid price and the price paid to such alternate source to the rejected materials vendor.
7. **Material Quantity:** If presented, are estimates only and shall not be construed to represent either minimum or maximum quantities to be ordered. Bidder shall provide materials at the bid price without regard to actual quantities ordered. Bidders may submit bids **only for the specified products they are able to provide for the full term of the contract.**
8. **Material Quality:** Materials shall conform to the applicable requirements of NYSDOT Material Specifications. Unless otherwise stated in **Section B** of these Specifications, the State DOT material acceptance certificate(s) and number(s) shall be provided on request. **The supply of sub-standard or non-compliant material by any awarded vendor shall be cause to reject the material and may also be cause for the County to purchase the material from an alternate source and charge the difference in cost between the bid price and the price paid to such alternate source to the rejected vendor, and to cancel the vendor's contract in its entirety.** The County of Chemung or any contracting agency reserves the right to inspect and test all materials. Replacement of non-compliant materials shall be at no additional cost to the contracting agency.
9. **Project safety:**
 - a. **Call 811:** Unless specifically stated **otherwise**, the Contractor has sole responsibility for contacting Dig Safely NY 48-hours prior to any proposed excavation, including recycling or reclaiming pavements. Contractor shall contact all effected traffic agencies regarding imbedded traffic signal loops. An eight hundred dollar (\$800.00) charge shall be deducted from the Contractor's payment for **each** single lane loop damaged by his operations.
 - b. **Maintenance and Protection of Traffic:** Unless specifically stated **otherwise**, the Contractor has sole responsibility for maintenance and protection of traffic (MPT) throughout the duration of their contracted service. MPT shall be in accordance with the applicable requirements of the MUTCD and New York supplements, current edition(s).
 - c. **PPE:** All personnel shall be required to wear appropriate personal protective equipment in the project work zone, in accordance with all current MUTCD and OSHA requirements.
10. **Asphalt Price Index:** The NYSDOT Average Posted Prices for Asphalt (Performance Graded Binder) is the sole basis in determining unit price adjustments. Asphalt Index Price shall be used to compute asphalt price adjustments in accordance with the applicable portions of NYSDOT Section 698. For bidding purposes asphalt price adjustments shall be based on the **October 2014 price of \$621 per English Ton.** NO FUEL adjustments shall in included in the Contract.
11. **Description of Item(s) and Service(s) Bid:** Reference material specifications section(s) herein:

B. SPECIFICATIONS FOR RFB-1815 FUEL EQUIPMENT AND SERVICE ~ 2015-2016

1. **GENERAL:** This contract shall establish a service contract for the provision of Fuel Storage Equipment, Installation, Maintenance and Repair of Fleet Fueling and Petroleum Storage Equipment and Appurtenances. Bidders submitting pricing shall provide service to every municipality within the County.
2. **BID PRICES:** Contract shall price parts based on a fixed percentage mark-up from manufacturer list price. This contract may include new fuel management systems, fuel storage, extensions and upgrades to fueling stations and appurtenances as may be required by state or federal regulations. All work exceeding \$10,000 must have written pre-authorization by the Owner. All billing statements made must be verifiable by the "Owner".
3. **WARRANTY:** Provide a minimum one (1) year warranty on all labor, materials, parts and equipment provided under this bid. Where standard manufacturer warranties exceed the minimum, the longer term shall apply.
4. **DESCRIPTION:** Work may be comprised of one or more elements of the following:
 - A. Installation, replacement, repair and maintenance of Fuel Management and Control systems, equipment, control terminals, software and appurtenances.
 - B. Installation, replacement, repair and maintenance of gasoline/diesel fueling installations, including dispensing pumps, filters, hoses, fuel gauging systems, fire suppression systems, and leak detection systems and appurtenances.
 - C. Installation, replacement, repair and maintenance of above ground petroleum storage tanks, piping, electrical controls and other system appurtenances. Also includes removal and disposal of existing storage tanks in accordance with federal, state and local regulations.
5. **BIDDERS QUALIFICATIONS:** Bids will be considered only from established business entities who have been regularly, commercially engaged in the type of work called for in the bid documents. The bidder must operate within all Local, State and Federal rules and regulations. The prospective Bidder shall submit with its bid, satisfactory evidence that it has had previous experience and can in fact perform/complete the required work. This shall be in the form of written notarized statements.
 - a. Project Experience: Provide listing of contract(s) performed within the last five (5) years, including description of project scope, client and contact.
 - b. System Experience: Demonstrate five (5) years verifiable experience in the installation, maintenance and repair of commercial gasoline or diesel fuel storage and dispensing systems. Personnel assigned to work under the contract must have a minimum of five years experience with the Petro Vend Fuel Control System, or with computer controlled electro-mechanical systems of similar complexity.
 - c. References: Provide a minimum of five references, to include references from two of the bidder's largest customers. References shall be commercial or government accounts, these references should demonstrate the ability of the bidder to perform jobs similar in scope to the size, nature and complexity of the outlined bid. The reference section should include: Company name, address, contact person, telephone number, fax number, e-mail address (if available), number of years bidder has serviced the reference and a short collective detail of work performed.

- d. Resources: Bidder must demonstrate they have the required equipment on hand to perform the service/repair or the ability to obtain that equipment within the required time frame to complete repair stated in the bid documents. Resources section should also include, that bidder has the ability to obtain parts to make the repairs/service equipment bid on.
 - e. Qualifications: A copy of any and all permits, certifications, licenses and training of personnel that is required by state and federal laws and regulations to perform the service and repairs stated in the bid documents shall be included with bid.
 - f. Location: Bidder must maintain a business establishment with adequate inventories of repair products or be able to obtain them in such a manner as to complete a repair within 1-2 days. Bidder must have qualified (manufacturer certified) personnel trained to repair and maintain fueling equipment.
 - g. Response Time: DPW facilities operate on call full time (24-hours / seven days a week), as such, bidder is required to provide the following additional service / qualifications:
 - i. Provide on-site service within three (3) hours of service call;
 - ii. Provide repairs or substitute equipment to limit operational down time to three (3) hours after initial service call;
 - iii. Prioritize service to twenty-four (24) hour facilities since all require more immediate response.
6. **ENVIRONMENTAL CONSIDERATIONS for CLEANING PRODUCTS**: The County recognizes that chemicals contained in cleaning products can be released into the environment during normal course of use by evaporation of volatile components or by leaving residue on cleaned surfaces. To this end, every bidder or potential bidder is hereby advised that cleaning products used in any resulting contract must be "Environmentally Friendly." As a minimum, wherever possible, cleaning products will be biodegradable; will be of low toxicity; and will be of low volatile organic compound (VOC) content.
7. **LIABILITY**: Contractor shall be liable for damage done to curbs, pavement and structures, while performing work under this contract. Contractor shall also be liable for fuel spills caused during repairs and maintenance/service; clean-up shall be in accordance with all local, state, federal regulations and NYS rules and regulations. Repairs of damage by the contractor must be approved by the Owner or his assigned representative, at no additional cost.
8. **SERVICE REPORTS**: A written report shall be submitted to the Owner at time of service or within ten (10) working days after each authorized on-site maintenance inspection/servicing and repairs. This report will include a precise description of maintenance/servicing or repairs performed, the report shall also include a list of parts used to complete servicing or repair, and number of contract hours spent performing work. This report must be signed by the Owner or his assigned representative and submitted with the invoice for payment. Payment will not be approved without this documentation.
9. **SERVICE CALLS**: Service calls shall be made at the earliest known opportunity and with respect to the nature of the type of work and need for response. Whenever possible, the Owner shall limit service calls to normal work hours during the normal work week.
- a. Travel shall be a fixed "Call-Out Fee" in lieu of reimbursement on a 'per hour' or 'per mile' or other basis.
 - b. "Normal Priority" service responses are required on-site by 8:00 A.M. the second (Monday-Friday) business morning (e.g. service call placed on Tuesday call for a response by Thursday morning). NOTE: Service calls placed on Fridays require "Monday by 12:00 noon" on-site response.

c. "High Priority" service responses are required on-site within 3 hours if a service call is placed before 9:00 A.M. Responses for High Priority calls placed after 9:00A.M. Monday through Friday or on weekends may be within 7 hours or by 8:00 A.M. next calendar day at the discretion of the County. NOTE: Service calls requiring work on a Major Holiday (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas), shall be paid at the "weekend" technician rate, with a guaranteed minimum of five hours payable.

10. CLEAN UP: All rubbish and debris resulting from work performed under this contract, shall be removed and disposed of by the contractor. All state and Federal Regulations must be observed during the disposal process. The area shall be left ready to use by DOT personnel.

11. METHOD OF MEASUREMENT: Provide a unit price for service calls in lieu of mileage or hours. Payment shall be made for each service call actually made to the municipal location. For fuel management systems, petroleum storage facilities, extensions and up-grades to fueling facilities and appurtenances, all labor and materials shall be itemized and have written authorization by the Owner. Payment shall be made based on itemized labor required for installation of these facilities. Payment for materials, equipment and parts shall be paid based on actual cost plus markup in accordance with itemized work order and parts list. No payment shall be made as allowed for service calls

- a. Labor: Provide hourly labor rates applicable to (normal work hours), (weekday after hours), and (weekend hours) for Laborer/Technician and Electrician. Payment shall be made for itemized labor actually expended on the service call.
- b. Materials and Equipment: Provide percentage markup from actual cost for equipment, parts and materials. Payment shall be made for itemized, equipment, parts and materials actually incorporated on the service call.

12. BASIS OF PAYMENT: The unit price bid per hour for Technical Staff shall include the all labor, overhead and mobilization costs associated with providing skilled labor for installation, maintenance and repairs specified by Item Group, including all labor, equipment, tools and incidental materials necessary to satisfactorily complete the work, including personal tools.

The unit price bid percent mark-up for all equipment and parts shall include the actual costs for item, including delivery, multiplied by the bid percent mark-up. No sales tax shall be paid.

Payment will be made under:

<u>Item</u>	<u>Pay Unit</u>
Technician	Hour
Electrician	Hour
Call out	Lump Sum
Parts and materials mark-up	Percent

(END OF SECTION)

FORM FOR SUBMISSION OF BID FOR PAVEMENTS - FLEET FUELING MANAGEMENT AND PETROLEUM STORAGE EQUIPMENT SERVICE

The undersigned hereby declares that he has carefully examined all bid documents and all interpretations of any addenda and that he has satisfied himself as to all the quantities and conditions, and understands that in signing this Bid he waives all rights to plead any misunderstandings regarding the same.

Pursuant to and in compliance with the Advertisement for Bids and the Documents relating thereto, the Bidder hereby offers to furnish all equipment and whatever else is necessary or proper for, or incidental to, the completion of this Contract, as required by and in strict compliance with the applicable provisions of all contract documents, **for the bid price submitted on the Forms For Submission of Bid page 17.**

If written notice of the acceptance of this Bid is delivered to the undersigned, the undersigned will, within **ten (10) business days** after the date of such delivery, execute and deliver the Contract or Contracts in the form of the Agreement attached hereto, or in a special Contract form that may be drawn up in accordance with the County Attorney's requirements. In the event that an addenda, the undersigned hereby acknowledges the receipt of same and agrees that they are bound by all addenda, whether or not listed herein:

Addendum # _____ Addendum # _____ Addendum # _____

Name of Company or Authorized Representative submitting bid

Signature of Bidder or Company Authorized Representative

Printed/Typed Name, Date

Name and Address of Company

Phone and Fax Numbers of Company

FORM FOR SUBMISSION OF BID CONTINUED ON NEXT PAGE

**FORM FOR SUBMISSION OF BID
FLEET FUELING AND PETROLEUM STORAGE EQUIPMENT AND SERVICE**

ITEM GROUP:	Includes installation, maintenance and repair of Fuel Management and Control Systems and Appurtenances Includes Gasoline and Diesel Dispensing Equipment and Appurtenances Includes installation, repair and maintenance of above ground Fuel Storage Tanks and appurtenances		
UNIT DESCRIPTION	UNIT RATE	ESTIMATED UNITS	SUB-TOTAL
Technician - Straight Time	\$ _____	x 120 Hours	
Technician - After Hours	\$ _____	x 40 Hours	
Technician - Weekend	\$ _____	x 20 Hours	
Electrician- Straight Time	\$ _____	x 120 Hours	
Electrician- After Hours	\$ _____	x 40 Hours	
Electrician- Weekend	\$ _____	x 20 Hours	
Straight Time Call-Out (in lieu of travel)	\$ _____	x 40 Calls	
After Hours Call-Out (in lieu of travel)	\$ _____	x 20 Calls	
Weekend Hours Call-Out (in lieu of travel)	\$ _____	x 10 Calls	
Parts Mark-up from actual cost	_____ %	x \$ 20,000	
TOTAL FOR ITEM GROUP :			
Service Hours are based on the following: Normal Working Hours are ____ AM to ____ PM, Monday through Friday Weekend Hours start on FRIDAY at ____ PM and end on MONDAY at ____ AM (Note the above listed days and hours do not include holidays)			

NO minimum orders.
Quantities provided are estimated and may increase or decrease.

Name of Company or Authorized Representative submitting bid

Signature of Bidder or Company Authorized Representative Printed/Typed Name, Date

(END OF SECTION)

**NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO 103d
OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK**

A. 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:

(1) 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;

(2) 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

(3) 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.

B. A bid shall not be considered for award nor shall any award be made where (a)-(1), (2) and (3) have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a)-(1), (2) and (3) have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bid (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

By submission of this bid, the undersigned hereby affirms the truth of the foregoing certification under the penalties of perjury.

Signature of Bidder

ALL BIDDERS MUST SIGN AND SUBMIT THIS CERTIFICATION WITH THE BID

**WAIVER OF IMMUNITY PURSUANT TO 103a
OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK**

The Contractor and/or Vendor and/or Supplier, pursuant to General Municipal Law, section 103a, hereby agrees to the provisions in the law which require that upon refusal of a person, when called before a Grand Jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a Public Authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a Waiver of Immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

(a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or fire district or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this Law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

Authorized Signature for Bidder

Title

Date

(Corporate Seal, if any)

(If no seal, write "No Seal"
across this place and sign)

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is required pursuant to Executive Order 11246 (30F.R.1231925). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed sub-contractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or sub-contract subject to the Equal Opportunity Clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION OF BIDDER:

Bidder's Name: _____

Address and Zip Code: _____

1. Has bidder participated in a previous contract or sub-contract subject to the Equal Opportunity Clause?

Yes ___ No ___

If answer is yes, identify the most recent contract: _____

2. Were compliance reports required to be filed in connection with such contract or sub-contract?

Yes ___ No ___

If answer is yes, identify the most recent contract: _____

a. Has bidder filed all compliance reports due under applicable instructions?

Yes ___ No ___ None Required ___

4. If answer to Item 2.a is "No", please explain in detail.

CERTIFICATION: The information above is true and complete to the best of my knowledge and belief.

Signature

Date

Name & Title Typed

IRANIAN ENERGY DIVESTMENT CERTIFICATION

**Pursuant to Section 103-g
Of the New York State
General Municipal Law**

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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 paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
 - 1. 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

 - 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name

COUNTY OF CHEMUNG, NEW YORK

****NOTICE OF AWARD****

Issued to: Company Name _____
Company Address _____
Company City/State/Zip _____

Bid Number and Title _____

Advertisement Date _____ Bid Opening Date _____

Chemung County Legislature Resolution Number _____ Date _____

Chemung County has considered your bid submitted for the above entitled bid, or a portion thereof as detailed on any attachment to this notice. You are required to execute the Agreement and furnish required certificates of insurance within **ten (10) business days** from the date of this Notice. If you fail to execute said Agreement and to furnish said certificates of insurance within ten (10) business days from the date of this Notice, Chemung County will be entitled to consider all your rights arising out of the County's acceptance of your BID as abandoned and as a **forfeiture of your BID BOND**. The County will be entitled to such other rights as may be granted by law. **You are required to return an acknowledged copy of this NOTICE OF AWARD within five (5) calendar days to:**

Chemung County Department of _____

Street Address _____

Post Office Box _____ City _____ State _____ Zip Code _____

Telephone _____ Fax _____

By: _____

Department Head Signature

Typed Name, Title

DATED the _____ day of _____, 20__.

ACCEPTANCE OF NOTICE OF AWARD

NOTICE OF AWARD is hereby acknowledged and accepted.

By: _____

Authorized Signature

Typed Name, Title

For: _____

Organization

DATED the _____ day of _____, 20__.

COUNTY OF CHEMUNG OR POLITICAL SUBDIVISION NOTICE TO PROCEED

Issued to: Company Name _____
Company Address _____
Company City/State/Zip _____

Bid Number and Title _____

Advertisement Date _____ Bid Opening Date _____

Chemung County Legislature Resolution Number _____ Date _____

Contract Work Amount: \$ _____ Bond Amt: \$ _____

PLEASE BE ADVISED that work may begin on the above contract on _____, 20____ and shall be completed on or before _____ 20__.

Owner Project Manager: _____

PH: _____ FAX _____ Mobile PH: _____ Email: _____

Project Engineer: _____

PH: _____ FAX _____ Mobile PH: _____ Email: _____

You are required to return an acknowledged copy of this NOTICE TO PROCEED and the required performance and payment bonds for the as specified for contract work within five (5) business days of the date of this Notice to:

_____ Department of _____

Street Address PO Box City State Zip Code

Telephone Fax

By: _____

Department Head Signature Printed/Typed Name, Title

DATED the _____ day of _____, 20__.

ACCEPTANCE OF NOTICE TO PROCEED

NOTICE TO PROCEED is hereby acknowledged and accepted.

By: _____

Authorized Signature Typed Name/Title

For: _____

Organization

DATED the _____ day of _____, 20__.

CHEMUNG COUNTY AGREEMENT FORM

THIS CONTRACT, made and entered into this _____ day of _____, **20__** by and between the County of Chemung, 203 Lake Street, Elmira, New York 14901 (Administrative Office address), hereinafter designated as the **Owner**, and:

Hereinafter designated the **Contractor**.

WITNESSETH: That the parties hereto, each in consideration of the Agreements of the part of the other herein contained, have mutually agreed and hereby mutually agree, the Owner for itself and its successors and the CONTRACTOR for itself, himself, herself, or themselves and its successors, his, hers, or their executors, administrators and assigns as follows:

Article 1. DESCRIPTION: Under this Agreement and Contract, the Contractor shall proceed to supply products and services as hereby described:

Article 2. In consideration of the payments to be made as hereinafter provided, and of the performance of the Owner of all of the matters and thing to be performed by the Owner and herein provided; the Contractor agrees, at his/her own sole cost and expense, to furnish all materials and provide all services necessary to complete the contract work described under Article 1. Hereof, within the time hereinafter specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, orders and directions as contained in the bid document and specifications, made in accordance with this Contract.

Article 3. The Owner agrees to pay and the Contractor agrees to accept as full compensation for all materials furnished and/or equipment and supplies sold, and also for all costs and expenses incurred and loss or damages sustained by reason of the action of the elements, or growing out of the nature of the work, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the work as herein specified, and for faithfully completing the work and supplying all materials/products and the whole thereof as herein provided, and for providing services and materials until the final payment is made, the prices stipulated in the Bid hereto attached.

Article 4. The following documents shall constitute integral parts of the agreement, the whole to be collectively known and referred to as the Contract Documents: **Bid Documents and Specifications; Addenda; Plans or Drawings; Non-Collusion Bidding Certificate; Iranian Energy Divestment Certification; Waiver of Immunity; Notice of Award; Notice to Proceed; Agreement form; Site Entry Agreement and Indemnity; Insurance Certificates; Bid Bond; and Performance Bond.**

The Table of Contents, Headings and Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents, and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

Article 5. If the Contractor shall fail to comply with any of the terms, conditions, provisions or stipulations of this Contract, according to the true intent and meaning thereof, then the Owner may make use of any or all remedies provided in that behalf in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

Article 6. The following alterations and addenda have been made and included in this Contract before it was signed by the parties hereto:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement.

By: (Contractor)

(Seal)

Signature

Printed/Typed Name

Company Name

Company Address

By: (Owner - County)

(Seal)

Thomas Santulli,
Chemung County Executive

CHEMUNG COUNTY SITE ENTRY AGREEMENT AND INDEMNITY

Date: _____

Owned and/or Operated by the following:

CONTRACTOR: _____ Print Name
_____ Address

_____ Telephone w/ Area Code
_____ Person to Contact

SITE/PROJECT: _____

Subject to the terms and conditions herein stated and agreed to by the above named Contractor, the above named Owner does hereby give permission to Contractor to enter the above named project.

A. INSURANCE: Contractor represents and warrants that Contractor has in force the following insurance coverage applicable to their operations.

1. Workers' Compensation and Employers Liability coverage for all employees, including corporate officers, partners and proprietors.

B. Commercial General Liability Insurance, including but not limited to project & operations, personal injury, products-completed operations, contractual liability covering the liability assumed under this Site Entry Agreement and Indemnity. The minimum limits of liability applicable to this insurance will be at least \$1,000,000 each occurrence and \$2,000,000 General aggregate. For products and completed operations aggregate, the limit will be at least \$2,000,000. The policy will be endorsed providing the per location aggregate endorsement CG2504.

Comprehensive Automobile Liability with combined bodily injury and property damage of at least \$1,000,000 such coverage to include all owned, non-owned and hired vehicles.

Umbrella Excess Liability, with limits for each occurrence of at least \$1,000,000 and an aggregate limit of at least \$1,000,000., unless otherwise stated in specifications.

Owner is to be named as an additional insured on a primary basis on all policies including completed operations with the exception of workers' compensation and a certificate of insurance will be provided within 48 hours of request by owner. All certificates of insurance will provide 30 days notice to owner of cancellation or non-renewal. Contractor waives all rights of subrogation against owner and will have all policies endorsed setting forth this waiver of subrogation.

CONTRACTOR'S EQUIPMENT: All equipment owned by Contractor, and used at the Project, is at the sole responsibility of the Contractor and will be insured or self-insured by Contractor.

INDEMNITY: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless OWNER and its agents, employees and representatives from an against all liabilities, claims, damages, losses and expenses (including, but not limited to, attorney' fees, whether incurred as a result of a third party claim or to enforce this provision) arising out of or resulting directly or indirectly from the performance of the work or the enforcement of the contract documents, irrespective to whether there is a breach of a statutory obligation or rule of apportioned liability; provided, however, that Contractor's indemnification obligation shall not apply to the extent it is caused by the negligence of a person indemnified and indemnification of such person is precluded specifically by applicable law. Contractor's indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any part or person described in this paragraph.

LIMITATION ON ENTRY: Contractor's rights to enter onto the project are subject to cancellation if Contractor does not provide evidence of required insurance coverage to owner within 48 hours of owner's request.

AUTHORIZATION: The individual signing this Site Entry Agreement and Indemnity for Contractor is authorized to sign this document on behalf of Contractor (and if Owner requests, will provide evidence of such authority to owner within 24 hours).

RECEIPT OF COPY: Contractor acknowledges receipt of a copy of this Site Entry Agreement and Indemnity.

IT IS AGREED that any clause of the Agreement that is found to be void and unenforceable will not affect the enforceability of any of the remaining provisions.

CONTRACTOR:

APPROVAL OF OWNER:

(Name of Company)

Thomas Santulli,
Chemung County Executive

(Print Name & Title)

(Signature)