

**Wyoming County  
Community  
Hospital  
(WCCHS)**

**Mill, Fill,  
Pave & Striping  
Of Parking Lot's**

PRC# 2019001184

## NOTICE TO BIDDERS

**NOTICE IS HEREBY GIVEN** that the County of Wyoming will receive sealed bids for the mill, fill, pave, & striping of the parking lot's located at Wyoming County Community Hospital, 400 N. Main St, Warsaw, NY 14569. The Director of Plant Operations, 400 North Main Street, Warsaw, NY 14569, must receive such sealed bids Monday through Friday, between the hours of 8:00 am and 3:30 pm, **PRIOR TO 1:00 pm on Wednesday May 1, 2019 at which time said bids will be opened.** Bids will be thereafter publicly opened and read aloud at Wyoming County Community Hospital in the Letchworth Suite, Room B.G064.

Bid forms and detailed specifications may be obtained through the Wyoming County website. The web link to the bid documents is <http://www.wyomingco.net/bids.aspx?> Supporting documentation or addenda may be found at this location. Hard copies of the bid documentation is available as well through the Director of Plant Operations office, at the above-mentioned address, Monday through Friday, between the hours of 8:00 am and 3:30 pm. Vendors may call to arrange for document pick up. No documents will be mailed. Any questions should be emailed to Craig Woodworth, Director of Plant Operations (WCCHS) at [cwoodworth@wcchs.net](mailto:cwoodworth@wcchs.net)

A PRE-BID conference for all bidders will be held at Wyoming County Community Hospital, in the 1<sup>st</sup> floor conference room on Thursday April 25, 2019 at 1:00pm, local time. Prospective bidders are requested to attend.

NOTE: The County of Wyoming shall not be held responsible for the completeness or accuracy of any bid documents received by a vendor that were not directly issued to that vendor by the Director of Plant Operations.

Any vendor submitting a bid based on incomplete or inaccurate information resulting from documentation received from any third party, shall not have cause for relief from award or completion of a contract in accordance with the official documents on file with the Director of Plant Operations.

It is highly suggested that all vendors interested in participating in this bid, contact the Director of Plant Operations directly at the above address or email to assure that they have received the most accurate and up to date material concerning this contract.

The County does not offer or supply anyone the list of people that have obtained a copy of these bid specifications or cost estimates for total excavation and mill and fill work of the Wyoming County Community parking lots. **NO EXCEPTIONS ARE MADE TO THIS POLICY.**

Wyoming County reserves the right to reject any and all bids.

## INSTRUCTIONS TO BIDDERS

1. Read all documents contained in the bid specifications.
2. Vendors are responsible for submitting their bids to the exact location indicated on the “Notice to Bidders” prior to the time indicated in the “Notice to Bidders”. No bids will be accepted after the designated time indicated in the “Notice to Bidders”. NOTE: This includes any changes listed on the latest addendum issued by the Director of Plant Operations, if any. **Delay in mail delivery is not an exception to the deadline for receipt of bids.**
3. Bidders are responsible for reporting, in writing, any errors found in the bid specifications to the Director of Plant Operations, 400 North Main Street, Warsaw, NY 14569.
4. Questions about or clarifications to the technical specifications must be made in writing or emailed to the Director of Plant Operations prior to the bid opening. Such questions must be in the possession of the Director of Plant Operations three working days prior to the bid opening unless otherwise indicated. Verbal questions may not be entertained. Questions may be emailed, including the bid name in the subject line. Faxed bids are not legitimate. All bids must be an original that is received from the Director of Plant Operations.
5. Bidders shall indicate on the outside of their sealed bid the following information:
  1. **Title of Bid**
  2. **Date and Time of Bid Opening**
  3. **Company Name****Vendors submitting “Alternate” pricing, products or services, must do so as a separate bid package to be considered for award. Each bid must be submitted under separate cover and will be considered on its own merits.**
6. The only forms necessary to be submitted as a bid are the following:
  1. **County Bid Proposal Form, filled out completely. (see General Information)**
  2. **Non-Collusion Bidding Certification and Iranian Energy Divestment form signed and dated.**
  3. **Insurance Certificates as indicated in the General Information section.**
  4. **Hold Harmless Form.**
  5. **Offer to Contract Form.**
  6. **Copy of Literature for all items offered.**
  7. **Bid Security**
  8. **Any other information as noted in the bid document.**
7. Under no circumstances is it necessary to return the technical specifications with the bid. The bidder for his /her records should retain them. Failure to submit any of the above date may result in the rejection of the bid as non-responsive. Furthermore, the County reserves the right to require the vendor to supply any additional information it deems necessary to determine the successful responsive/responsible vendor and further to waive any minor informalities it deems in its best interest.

## **GENERAL INFORMATION**

### **METHOD OF AWARD:**

The contract if awarded will be to the lowest responsive/responsible bidder(s) in part or in whole who meets(s) all the terms of the specifications. The County guarantees no minimum or maximum purchases or contracts as a result of award of this bid. Wyoming County reserves the right to allow all municipal and not for profit organizations authorized under the award as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between the County of Wyoming and the vendor.

### **GUARANTEE:**

The contractor shall guarantee that the material offered is standard new material, regular stock product and in current production, and includes all parts regularly used with this type of material; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

### **QUALIFICATION OF BIDDER:**

All vendors providing services and/or products to the County of Wyoming and all municipal entities included under any contract resulting from an award of the attached bid(s) are required to comply with all current State, Federal and local laws, rules and regulations.

### **AWARD OF BID:**

The award, if any, will be made within forty-five (45) calendar days of the opening date. All successful vendors shall be notified by the Director of Plant Operations of any contracts they have been awarded.

### **FINANCING OF MATERIAL OR EQUIPMENT PURCHASES:**

When any bid includes the lease and/or purchase of material and/or equipment, the vendor shall submit a price on the bid form supplied by the County. The price offered shall include all delivery, finance and any other charges that may be associated with said purchases or lease. The County shall only deal with the vendors actually submitting the bid AND supplying the material, service or equipment described in the attached specifications. Any financial or other arrangements made between the vendor and any other party as a part of this bid are strictly between those parties and the County shall not be included or be required to participate in them in any way. Furthermore, the County shall only make payments directly to the vendor awarded a contract as a result of that vendor submitting a valid bid, being deemed the successful vendor, awarded a contract and issued a purchase order. The County shall not make partial or prepayments of any kind unless stipulated in the specifications by the County. All payments made shall be authorized in the standard manner used by the Board of Supervisors. All invoices shall be submitted to the Director of Plant Operations who shall review and submit for payment through the standard accounts payable schedule. All payments are mailed.

### **TERMINATION CLAUSE:**

**The County reserves the right to terminate any contract resulting from this bid with ten (10) calendar days written notice to the vendor. The County agrees to show cause and allow the vendor the opportunity to rectify problems. However, if in the sole opinion of the County Attorney, Purchasing and the using department, the vendor has not resolved the problem to the satisfaction of the County in a timely and workman like manner, said contract shall be terminated.**

## **BID FORM RESPONSES:**

**When filling out the attached bid form, please be certain that:**

- 1. All blanks are filled in with the requested information.**
  - 2. All forms are signed in blue or other non-black ink.**
  - 3. All areas requiring a price are to be filled in as follows:**
    - **Supply a numerical price for all products or services to be provided. (This includes a \$0.00 if there is no additional cost for any item.)**
    - **The words “No Bid” if you are not interested in or unable to perform any particular portion for the bid.**
    - **All markings other than those indicated above or any blank spaces where prices are indicated shall be deemed as a “no bid” by the County and shall make the vendor non-responsive for that particular item(s).**
- No exceptions shall be made in this case.**

## **BID SECURITY**

Each Bid must be accompanied by Bid security payable to the Owner in an amount of **five percent (5%)** of the Bidder’s maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached) issued by a surety.

The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract and furnish the required contract security within fifteen days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Contract or the forty-sixth day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids, which are not competitive, will be returned within seven days after the Bid opening.

## **SUBSTITUTE OF “OR EQUAL” ITEMS**

A Contract, if awarded, will be based on materials and equipment as described in the Drawings and Specifications, and “or equal” items submitted by the bidder and accepted by the County. The bidder may offer “or equal” items that meet the same performance and reliability standards as specified herein. If the bidder offers an “or equal” item, the bidder must include with the bid package, documentation establishing equality of construction, operation and utility. Said “or equal” items shall be accepted or rejected based upon the County’s evaluation of the submitted documentation. All costs associated with the review of any “or equal” items prior to the recommendation of award shall be at the expense of the bidder. If a submitted “or equal” item is rejected, the bidders shall be afforded an opportunity to meet with the County to offer additional qualifying opinions and information prior to the County rejecting the bid. However, if it is determined by the County that the materials or equipment do not meet the minimum acceptable specification, the vendor will not have the opportunity to offer the County other alternatives or to offer the original equipment specified by the County. Additionally, the bidder shall not have the opportunity to submit any alternative materials or equipment after the bids have been opened or awarded. Neither the County nor its representatives shall make any determinations as to equality of materials or equipment prior to the opening of bids. The decision to accept or reject and “or equal” item rests solely with the County. If a substitute “or equal” item is not accepted by the County, bid will be deemed non-responsive and the County shall reject this bid. The next lowest responsive bid shall then be reviewed for recommendation of award.

**NON-APPROPRIATIONS CLAUSE:**

In accordance with New York State General Municipal Laws, the County of Wyoming will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the vendor agrees to hold the County harmless for any contracts for which funding either does not currently exist or for which funding has been removed prior to the issuance or a purchase order by the County. Issuance of a purchase order by the County indicates that the County currently has and has set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Receipt of a resolution by the Wyoming County Board of Supervisors is not in and of itself a binding contract with the County. Should it become necessary for the County to cancel a project or purchase after an order to proceed or purchase order has been issued, the County will only be liable for and the vendor agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation. (See Bid Form for further notes.)

**SPECIFICATIONS SUBMITTED BY:**

**Wyoming County Community Hospital**

**Mill, Fill, Pave & Striping of Wyoming County Community Hospital  
Parking Lots**

The County of Wyoming invites the submission of sealed bids for the mill, fill, pave, & striping of the parking lots located at Wyoming County Community Hospital, 400 N. Main St, Warsaw, NY 14569. Such sealed bids must be received in the Director of Plant Operations, 400 North Main Street, Warsaw, NY 14569, Monday through Friday, between the hours of 8:00 am and 3:30 pm, **PRIOR TO** 1:00 pm on Friday May 1, 2019 at which time said bids will be opened.

This is for the mill, fill pave and striping work of Wyoming County Community Hospital parking lots as outlined in the following specifications. All millings to be delivered and stock piled in Lot 7 of WCCHS. These specifications are for guidance only and comparable “or equal” equipment may be submitted by the bidder and accepted by the County.

Provide inventory sheet by parking lot striping and symbols.

**SERVICES TO BE INCLUDED IN NET PRICE**

**As Per attachment 1-A**

**Lot 5:**

Total area of work not to exceed 43,524 sq. ft.:

**Lot 5; Section 1; Roadway:**

Not to exceed 12,272 sq. ft.

Complete mill of parking lot to a depth of 1.5”

Price includes cleaning of lot free from debris

Apply tack coat at an application rate of 0.08 Gal/SY

Install 1.5” of Type 7 Top

**Lot 5 A Alternate**

Install 1.5" of 9.5mm Superpave polymer modified warm mix (In lieu of Type 7 Top)

**Lot 5; Section 2; Added Parking - South end near access road. :**

Area not to exceed 1000 sq. ft.

Excavate 15" in depth and remove from site

Install soil stabilization fabric and 12" CR 2

Fine grade stone and compact

Install 3" Type 3 Binder

Install 1.5" of Type 7 Top

**Lot 5 B Alternate**

Install 1.5" of 9.5mm Superpave polymer modified warm mix (In lieu of Type 7 Top)

**Lot 5; Section 3; Parking Lot**

Not to exceed 30,252 sq. ft. (Lot)

Complete mill of parking lot to a depth of 1.5"

Price includes cleaning of lot free from debris

Apply Tack Coat at an application rate 0.08 Gal/SY

Install 1.5" of Type 7 Top

Allotment: Partial depth repairs on deteriorated areas underneath milling of approximately 1,100 sq. ft.

Provide adjustment for 3 catch basins to match finish grades.

On the east side of parking lot along the grass line starting from the pedestrian tunnel to lot 6 and heading south, excavate 18", install 4" perforated drain tile. Install 18" clean stone on top of drain tile to asphalt grade. Tie into new 12" drain tile along south side of driveway from lot 3.

Approximate length of new pipe is 230 lineal feet.

**Lot 5 C Alternate**

Install 1.5" of 9.5mm Superpave polymer modified warm mix (In lieu of Type 7 Top)

**Bldg. 408-Workplace Health:**

Total area of work not to exceed 34,612 sq. ft.

**Bldg. 408-Workplace Health (Front Lot-entirety):**

Area not exceed 31,736 sq. ft.

Mill along front entrance of Workplace Health to taper to a depth of 1.5", approximately 825 sq. ft.

Price includes cleaning of lot free from debris

Apply Tack Coat at an application rate 0.05 Gal/SY

Install 1.5" of Type 7 Top

Allotment: Partial depth repairs on deteriorated areas underneath milling of approximately 300 sq. ft.

Provide adjustment for 3 catch basins to match finish grades.

**Bldg. 408 –Workplace Health A-Alternate**

Install 1.5" of 9.5mm Superpave polymer modified warm mix (In lieu of Type 7 Top)

**Bldg. 408-Workplace Health (Northeast corner of front lot):**

Area not to exceed 2,876 sq. ft.- North east corner of lot (4 areas of broken blacktop shown on attached print)

Excavate 15" in depth and remove from site.

Install soil stabilization fabric and 12" CR 2 and compact

Install 3" Type 3 binder

**Bldg. 408-Workplace Health (Parking Islands):**

Removal of four (4) existing concrete foundations/ parking islands below asphalt grade (attachment 1-A)

Excavate 15" in depth and remove from site.

Install soil stabilization fabric and 12" CR 2 and compact

Install 3" Type 3 binder

**Lot 3: Roadway**

Total area of work not to exceed 30,600 sq. ft.

Area not to exceed 3,300 sq. ft. (roadway leading to lot)

Complete excavation of roadway

Width of new drive is to be 18' wide finished

Excavate 15" in depth and remove from site.

Install soil stabilization fabric and 12" CR 2 and compact

Install 3" Type 3 binder

Install three (3) loads of Top for True and Leveling to promote proper drainage.

Apply Tack Coat at an application rate of 0.05 Gal/Sy

Install 1.5" of Type 7 Top

On the south side of the roadway, excavate and install new 12" perforated drain. Back fill with clean stone and finish with topsoil and grass seed. Approximate length of pipe is 150 lineal feet. Install 4 sections of 4" drain tile in a diagonal pattern tying into the new drain tile along the south side of the drive.

**Lot 3A Alternate**

Install 1.5" of 9.5mm Superpave polymer modified warm mix (In lieu of Type 7 Top)

**Lot 3: Lot, helicopter pad entrance, and storage containers**

Area not to exceed 26,000 sq. ft. (Lot)

Complete mill of parking lot to a depth of 1.5"

Price includes cleaning of lot free from debris

Apply Tack Coat at an application rate of 0.08 gal/sy

Install 1.5" of Type 7 Top

Install two (2) loads of top for True and Leveling to promote proper drainage.

Area not to exceed 300 sq. ft. (Adjacent to helicopter pad)

Complete excavation of two (2) areas on either side of helicopter entrance

Excavate 15" in depth and remove from site.

Install soil stabilization fabric and 12" CR 2 and compact

Install 3" Type 3 binder



Apply Tack Coat at an application rate of 0.05 Gal/Sy  
Install 1.5" of Type 7 Top

Approximate area is 1000 sq. ft. (Pave where storage containers existed adjacent to garage)  
Owner will remove storage containers prior to work  
Excavate 15" in depth and remove from site.  
Install soil stabilization fabric and 12" CR 2 and compact  
Fine grade stone and compact  
Install 3" Type 3 binder  
Apply Tack Coat at an application rate of 0.05 Gal/Sy  
Install 1.5" of Type 7 Top

**Lot 3 B Alternate**

Install 1.5" of 9.5mm Superpave polymer modified warm mix (In lieu of Type 7 Top)

**Lot 7 – Alternate:**

Not to exceed 23,800 sq. (entire lot)  
Price is to include cleaning of lot free from debris.  
Apply tack coat at an application rate of 0.05 Gal/SY  
Install 1.5" of Type 7 Top  
Include (1) one load of top for True and Leveling to promote drain on lot.

**Lot 7A Alternate:**

Install 1.5" of 9.5mm Superpave polymer modified warm mix (In lieu of Type 7 Top)

**Lot 6 - Alternate:**

Not to exceed 32,090 sq. (entire lot)  
Complete mill of parking lot to a depth of 1.5"  
Price includes cleaning of lot free from debris  
Apply tack coat at an application rate of 0.08 Gal/Sy  
Install 1.5" of Type 7 Top  
Price to include three (3) loads of top for True and Leveling to promote proper drainage on lot.

**Lot 6A Alternate**

Clean out ditch line along east side of lot prior to paving to help with drainage issues.

**Lot 6B Alternate**

Install 1.5" of 9.5mm Superpave polymer modified warm mix (In lieu of Type 7 Top)

## **Parking Lot Striping and Symbols**

Follow existing parking lot striping layout for reference.

Pavement marking (striping and symbols) shall be 100% acrylic water-based lead free emulsion paint (premium grade) specifically designed for asphalt pavement traffic applications.

White paint used for parking

Blue paint for ADA requirements

Do not apply pavement markings until layout, colors, and placement have been verified with Director of Plant Operations

## **Additional Project Information**

Contractor responsible for closing lots will need to be closed off to traffic during construction

Milling work will take place on weekends only

Paving of Lot's 3 and 5 will need to occur on weekends

Include parking lot striping and symbol work in each area of scope.

Job to be complete within 60 calendar days from the date the notice to proceed is issued. Notice of award is tentative June 11, 2019.

Project to be complete no later than October 15, 2019

Wyoming County Community hospital will supply all permits required and necessary

This is a prevailing wage job under **Article 8 of NYS Labor Law**. Please check rate schedules for proper wages.

**Brand names are given for comparative purposes only to set a minimum industry standard, and are not implied to be only acceptable products. It is not the intention of this bid to discriminate against any "approved equal", but is intended that a definite quality level be established. The determination as to whether an alternate product is or is not equal shall be made by the County of Wyoming.**

This bid is to be awarded within forty-five (45) calendar days from bid opening subject to funds available.

All bids must include a non-collusion bidding certification and be received in a sealed envelope marked **"WCCHS – Parking Lot Paving Project"**

The County of Wyoming reserves the right to award the bid to the lowest responsible bidder whose bid best fits the needs of the County, to reject any or all bids, or to waive any informalities. A signed purchase order or a bilaterally signed contract as furnished to a successful proposer will create a binding contract by both parties.

Bid price submitted must be net. No additional costs will be allowed for delivery or preparation of equipment as specified.

## **NON-COLLUSION BIDDING CERTIFICATE**

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 there to 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.

In compliance with this invitation for bids, and subject to the conditions thereof, the undersigned offers and agrees, if this bid is accepted within (30) thirty days from the date of opening, to furnish any and all of the items upon which prices are submitted.

---

FIRM NAME

---

ADDRESS

---

SIGNED BY

---

TITLE

---

DATE

---

TELEPHONE #

This form must be signed and returned with bid

**County of Wyoming  
Insurance Requirements  
Edition 3/2011**

**APPENDIX A.**

- I) The Contractor shall procure and maintain at his own expense and without expense to the County, insurance for liability for damages imposed by law, of the kinds and in the amounts hereinafter provided. The Insurance shall cover all operations under the contract whether performed by the contractor or by subcontractors. This insurance must remain in force until final acceptance by the County of the work covered by the contract
- II) The policies must name the County as an additional insured and shall:
- A) Be an insurance policy from an A.M. Best rated New York State licensed, admitted insurer; with a rating of an A or better.
  - B) State that the coverage shall be primary for the Municipality, its Board, employees and volunteers. At least ten (10) working days prior to the commencement of the work, the Contractor and all subcontractors shall submit to Wyoming County evidence of insurance coverage as required by these documents. The Certificate of Insurance shall provide no less than thirty (30) days notice of cancellation or non-renewal of the insurance coverage. All Certificates of Insurance must be signed by a licensed agent or authorized representative of the insurance carrier. Broker signature is not acceptable.

The terms of this appendix shall control over any contractual terms elsewhere in the contract unless specifically exempted in writing.

- III) The contractor/permittee agrees to indemnify the municipality for any applicable deductibles.
- IV) The types and limits of insurance are as follows:
- A) Commercial Automobile Liability and Property damage Insurance covering all owned, leased, hired and non-owned vehicles used in connection with the Work with a combined single limit for Bodily Injury and Property damage of at least \$1,000,000 per occurrence.
  - B) Workers' Compensation Insurance. A policy covering the obligations of the contractor in accordance with the provisions of the Workers' Compensation Law covering all operations under the contractor, whether performed by him or by his subcontractor. The contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefit of, and keep insured during the life of said contract such employees in compliance with the provisions of the Workers' Compensation Law (State Finance Law 142). The "All States" endorsement must be attached to the Workers' Compensation Insurance.
  - C) Commercial General Liability (CGL) with a combined single limit for Bodily Injury, Personal Injury, and Property Damage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall provide and encompass the following:
    - 1. Written on an occurrence form.
    - 2. Endorsement naming the County of Wyoming as an additional insured.
    - 3. Policy, or policies, must be endorsed to be primary as respects the coverage afforded the Additional Insured and such policy shall be primary to any other insurance maintained by the County. Any other

insurance maintained by the County shall be excess of and shall not contribute with the Contractor's or Subcontractor's insurance, regardless of the "other insurance" clause contained in the County own policy of insurance.

4. Policy shall contain a per job aggregate.

- E) Umbrella and/or Excess Liability policies used must follow the form of the CGL, Automobile Liability and Employers Liability policies shown above and warranted to be in excess of limits provided by primary CGL, Automobile Liability, and Employer's Liability, but not excess to other insurance maintained by the County, at a limit of \_\_\_\_\_. (The umbrella limit shall be determined by the County on a job-to-job basis depending on the County's exposure.)
- V) Should the Contractor engage a Subcontractor, the same conditions as are applicable to the Contractor under these insurance requirements shall apply to each subcontractor of every tier. Proof thereof shall be supplied to the Wyoming County agency.
- VI) At any time that the coverage provisions and limits on the policies required herein do not meet the provisions and limits set forth above, the Contractor shall immediately cease work on the Project. The Contractor shall not resume work on the Project until authorized to do so by the County, any delay or time lost as a result of the Contractor not having insurance required by this Article shall not give rise to a delay claim or any other claim against the County.
- VII) Notwithstanding any other provision in the Article, the County may require the Contractor to provide, at the expense of the county, any other form or limit of insurance necessary to secure the interests of the County.
- VIII) The Contractor shall secure, pay for, and maintain Property Insurance necessary for protection against the loss of owned, borrowed, or rented capital equipment and tools, including any tools owned by employees, and any tools or equipment, staging towers, and forms owned, borrowed, or rented by the Contractor. The requirement to secure and maintain such insurance is solely for the benefit of the Contractor. Failure of the Contractor to secure such insurance or to maintain adequate levels of coverage shall not render the Additional Insured or their agents and employees responsible for any losses; and the Additional Insured, their agents and employees, shall have not such Liability.
- IX) Neither the procurement nor the maintenance of any type of insurance by the County, the Contractor, or the Construction manager shall in any way be construed or deemed to limit, discharge, waive or release the Contractor from any of the obligations or risks obligations or risks accepted by the Contractor or to be a limitation of the nature or extent of said obligations and risk.

**APPENDIX B**  
**HOLD HARMLESS**

Contractor, Public Services-Transportation

The \_\_\_\_\_ hereby agrees that it will indemnify and save  
(Name of Contractor)  
harmless the County of Wyoming from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of any omission or act of the contractor, its agents, employees, or – subcontractors in the performance of this contract, to the extent permissible by law. This indemnification shall include all costs and disbursements incurred by the County of Wyoming in defending any suit, including attorneys' fees. Furthermore, at the option of the County of Wyoming, the Contractor shall provide defense for and defend all claims, demands and causes of action referred to above, and bear all other costs and expenses related thereto.

Witness: \_\_\_\_\_ Contractor Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

This form must be signed and returned with bid

**Attachment "D"**  
**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

This form must be signed and returned with bid

## 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:

- 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.

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:

- 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).”

This statement will be accepted 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 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 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 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.



**COUNTY OF WYOMING  
 BID FORM**

<b>MILL, FILL, PAVE AND STRIPING OF PARKING LOTS</b>		
<b>Location</b>	<b>Approximate Square Footage</b>	<b>Amount</b>
<b>Lot 5;</b> Section One (1) Roadway	12,272	
<b>Lot 5A Alternate;</b> Install 9.5mm Superpave		
<b>Lot 5;</b> Section Two (2) Added Parking	1,000	
<b>Lot 5B Alternate;</b> Install 9.5mm Superpave		
<b>Lot 5;</b> Section Three (3) Lot	30,252	
<b>Lot 5C Alternate;</b> Install 9.5mm Superpave		
<b>Bldg. 408;</b> Front Lot	34,612	
<b>Bldg. 408A Alternate;</b> Install 9.5mm Superpave		
<b>Lot 3;</b> Roadway	3,300	
<b>Lot 3A Alternate;</b> Install 9.5mm Superpave		
<b>Lot 3 Lot, helicopter pad entrance &amp; storage containers</b>	27,300	
<b>Lot 3B Alternate;</b> Install 9.5mm Superpave		
<b>Lot 7 Alternate;</b> Parking Lot	23,800	
<b>Lot 7A Alternate;</b> Install 9.5mm Superpave		
<b>Lot 6 Alternate;</b> Parking Lot	32,090	
<b>Lot 6A Alternate;</b> Clean out ditch		
<b>Lot 6B Alternate;</b> Install 9.5mm Superpave		

**Please note that the square footage stated above is approximate. Bidder must confirm the actual measurements before bidding.**

**ALL INFORMATION MUST BE PROVIDED**

**Federal Employer Identification Number** \_\_\_\_\_

**Name of Contractor** \_\_\_\_\_

**Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Authorized Signature** \_\_\_\_\_

**NOTE: By signing and submitting this bid for consideration the vendor acknowledges that they have read, understand and agree to all aspects of the specifications as presented without reservation, exception or alteration. Varying from the requested price breakdown may cause that item to be deemed nonresponsive.**

**ADDENDA (Use this section ONLY when addenda are received for this bid)  
The following is confirmation of all the addenda upon which this bid proposal is based.**

- Addenda # \_\_\_\_\_ - Received \_\_\_\_\_, 2019 \_\_\_\_\_  
Initialed by Rep.
- Addenda # \_\_\_\_\_ - Received \_\_\_\_\_, 2019 \_\_\_\_\_  
Initialed by Rep.
- Addenda # \_\_\_\_\_ - Received \_\_\_\_\_, 2019 \_\_\_\_\_  
Initialed by Rep.

*This form must be signed and returned with bid*

**OFFER TO CONTRACT:**

**TO THE COUNTY OF WYOMING:** We propose to furnish all labor, materials, equipment, tools and services required to complete the work in accordance with the specifications and conditions contained herein in consideration of the sum or sums stated below and agree that this document will constitute the contract if accepted by the County.

We hereby offer and agree to furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation to Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

We acknowledge receipt of the following addendum(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

\_\_\_\_\_  
Company Name

For clarification of this offer, contact:

\_\_\_\_\_  
Address

Name: \_\_\_\_\_

\_\_\_\_\_  
City State Zip

Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign

Fax: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary

My Commission Expires: \_\_\_\_\_

**ACCEPTANCE OF OFFER:**

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specification, amendments, etc. and the Contractor's Offer as accepted by the County.

This contract shall henceforth be referred to as a contract with the same number as the Invitation for Bid. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order and/or a notice to proceed from the County of Wyoming Purchasing Administrator.

AUTHORIZED COUNTY SIGNATURE:

APPROVED AS TO FORM BY:

\_\_\_\_\_  
Chairman of the Board of Supervisors

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

This form must be signed and returned with bid

