

SPECIFICATIONS AND BID FORMS

FOR

Galvanized Steel Truss Dock Frames Onoville Marina Park

CATTARAUGUS COUNTY

**BID NO. OMP04**

OFFICE OF THE CLERK  
CATTARAUGUS COUNTY LEGISLATURE  
303 COURT STREET  
LITTLE VALLEY, NEW YORK 14755

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# Cattaraugus County

## Department of Economic Development, Planning & Tourism

Crystal J. Abers, Director

### ADVERTISEMENT FOR BIDS

Sealed bids for **Galvanized Steel Truss Dock Frame for Onoville Marina Park** according to specifications, will be received by the undersigned until **Thursday October 17<sup>th</sup>, 2024 at 9:45 am.**, after which time they will be publicly opened at **10:00 am.**, by the undersigned, under the direction of the Development & Agriculture Committee of the Cattaraugus County Legislature at the Cattaraugus County Center, 303 Court Street, Little Valley, New York 14755. Each bid, at the time it is received, will be stamped showing date and time of receipt.

**ALL BIDS MUST BE SEALED AND CLEARLY MARKED:**  
Any bid not clearly marked will not be considered.

#### **BID #OMP04 - Galvanized Steel Truss Dock Frame for Onoville Marina Park**

Electronic copies of the proposed Contract Documents, Plans, Specifications and Instructions to Bidders will be available **Monday September 30, 2024**, and may be secured at Cattaraugus County Department Economic Development, Planning and Tourism, and may also be found at <https://www.cattco.org/bid-request>.

All bids received are subject to all federal and state controls concerning any such equipment.

All bids must be sent or delivered to: **Clerk of Legislature, 303 Court Street, Little Valley, NY 14755.**  
All bids must be accompanied by a **NON-COLLUSIVE BIDDING CERTIFICATE** and Bid Bond in the amount of 5% of bid total. All substitutions are to be submitted at time of bid as per the contract documents. No substitutions will be considered after the bid date. Any bid submitted without such certification and bid bond will not be accepted. Any bid not meeting **ALL** specifications will not be considered. Cattaraugus County reserves the right to reject any or all bids, to waive any informalities, and to accept based on best value.

John Searles  
County Administrator/  
Clerk of the Legislature  
County Center - 303 Court Street  
Little Valley, New York 14755

## INSTRUCTIONS TO BIDDERS

### 1. BID DEPOSIT:

A Bid Bond or Certified Check for Five Hundred dollars (\$500) must be submitted with the bid. The undersigned agrees that the bid security may be retained by the County until contracts have been signed and delivered to the County. Should the successful bidder to whom the bid is awarded fail to execute the agreement submitted by the County in accordance with the formal bid and other contract documents, within fourteen (14) calendar days after the notice of award, the certified check or the bid bond amount shall be forfeited to the County as liquidated damages caused by such failure.

### 2. BID FORM:

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

### 3. CHANGES:

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

### 4. INFORMALITIES:

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

### 5. BID TIME:

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

### 6. INVESTIGATIONS:

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

### 7. BID ENVELOPE:

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

### 8. NON-COLLUSIVE CERTIFICATION:

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

### 9. CONTRACT AWARD:

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

### 10. EXECUTORY CLAUSE.

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

### 11. DELIVERY SCHEDULE.

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

### 12. PRICES.

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

### 13. TRANSPORTATION CHARGES.

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

### 14. TAXES.

No taxes are to be billed to the County. Bid shall not include any Federal, State, or local excise, sales,

transportation, or other tax unless Federal or State law specifically levies such tax on purchases made by a political subdivision. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net bid.

15. COMPLIANCE WITH LAWS.

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

16. CONTRACT ASSIGNMENTS.

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

17. CASH DISCOUNT.

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

18. ALTERNATE ITEMS.

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

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

19. ADDITIONAL INFORMATION.

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

20. WORKMANSHIP.

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

21. HOLD HARMLESS.

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

22. BID VALIDITY.

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

23. CONTRACT INTEREST.

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

24. OTHER CUSTOMERS.

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

25. PRICE IS FIRM.

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

26. BIDDER AFFIRMATION.

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

27. STATE CONTRACTS:

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

28. LITIGATION:

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

29. MUNICIPAL EXTENSION:

The contract if awarded will be to the lowest responsive/responsible bidder(s) in part or in whole who meet(s) all the terms of the specifications. The County guarantees no minimum or maximum purchases or contracts as a result of award of this bid. Cattaraugus County reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods (materials and equipment) and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104 and County Law Section 408-a. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to the contract between Cattaraugus County and the vendor.

30. ALTERNATE SOURCE:

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

## Material Specifications

**6-** 20 FT long x 6 ft. wide Galvanized Steel Truss Dock Frames constructed from 1.5" x 3/16" steel angle iron and ½" round bar , standard height of 12". FULLY ASSEMBLED with using float/ drum 48in. long x 72in. wide x 12 in. height.

**1-** 28 FT long x 6 ft. wide Galvanized Steel Truss Dock Frames constructed from 1.5" x 3/16" steel angle iron and ½" round bar , standard height of 12". FULLY ASSEMBLED with using float/ drum 48in. long x 72in. wide x 12 in. height.

# **BID FORM**

Quantity

Price

- 6- 20 FT long x 6 ft. wide Galvanized Steel Truss Dock Frames  
FULLY ASSEMBLED- see description
- 1- 28 FT Galvanized Steel Truss Dock Frames  
FULLY ASSEMBLED- see description

\$ \_\_\_\_\_ per Truss

\$ \_\_\_\_\_ per Truss

\$ \_\_\_\_\_ TOTAL

State approximate delivery from time of order: \_\_\_\_\_ Days.

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

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

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

NOTE: By signing this bid form and submitting a bid, the vendor acknowledges that they have read, understand and agree to all aspects of this document as presented. Conditional bids will not be accepted.

\_\_\_\_\_  
NAME OF FIRM

\_\_\_\_\_  
SIGNATURE

Federal ID No. \_\_\_\_\_

PRINT/TYPE NAME: \_\_\_\_\_

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE                      PHONE NO.

IF PAYMENT IS TO BE MADE TO OTHER THAN THE ABOVE-NAMED COMPANY, PLEASE FILL IN COMPANY NAME AND ADDRESS HERE.

Please Confirm that you are using the most current Bid Specifications: \_\_\_\_\_

BID NUMBER USED

SIGNATURE



The following statement must be subscribed by the bidder and affirmed by such bidder as true, under the penalties of perjury.  
Pursuant to Section 103-d of the General Municipal Law.

**NON-COLLUSIVE BIDDING CERTIFICATION**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor, and

No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

(For use of individual bidder)

**IN WITNESS WHEREOF**, I, \_\_\_\_\_, doing business under the style and name of \_\_\_\_\_ at \_\_\_\_\_ have hereunto subscribed my name under the penalties of perjury at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
d/b/a \_\_\_\_\_

(For use of partnership bidder)

**IN WITNESS WHEREOF**, this non-collusive bidding certification has been subscribed, under the penalties of perjury, at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by \_\_\_\_\_, one of the partners or co-partners of the partnership composed of \_\_\_\_\_ and \_\_\_\_\_ doing business under the style, partnership, and firm name of \_\_\_\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
Partnership Name  
By \_\_\_\_\_  
Co-Partner

(For use of corporate bidder)

**RESOLVED**, that \_\_\_\_\_ (name of corporation) be authorized to sign and submit the bid or proposal of this corporation for the following project \_\_\_\_\_ and to include in such bid or proposal the certificate as to non-collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate, this corporate bidder shall be liable, under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by \_\_\_\_\_ Corporation at a meeting of its board of directors held on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(SEAL OF THE CORPORATION)

\_\_\_\_\_  
Secretary  
\_\_\_\_\_  
Name of Bidder  
By \_\_\_\_\_  
Title

# LEGAL STATUS INFORMATION

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME: \_\_\_\_\_

Federal ID No.: \_\_\_\_\_

PRINCIPAL OFFICE:

Street \_\_\_\_\_

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

Telephone (\_\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_

LOCAL OFFICE:

Street \_\_\_\_\_

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

Telephone (\_\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_

CONTRACT TO BE SENT TO: Principal Office \_\_\_\_\_ Local Office \_\_\_\_\_

CHECK ONE: Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Individual \_\_\_\_\_

(Incorporated under the Laws of the State of \_\_\_\_\_)

(If foreign corporation, state if authorized to do business in the State of New York:

Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable \_\_\_\_\_)

TRADE NAMES:

\_\_\_\_\_

NAMES AND ADDRESSES OF PARTNERS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME, TITLE, AND ADDRESS OF PERSON AUTHORIZED TO SIGN CONTRACT ON BEHALF OF BIDDER:

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

PLEASE TYPE OR PRINT

BID FOR PERFORMANCE OF CONTRACT WITH  
CATTARAUGUS COUNTY LEGISLATURE  
LITTLE VALLEY, NEW YORK

TO: Cattaraugus County Legislature, Little Valley, New York, herein after called the County.

The undersigned, desiring to interpose a bid to provide services for **Galvanized Steel Truss Dock Frames Onoville Marina Park**, for Cattaraugus County Department of Economic Development, Planning and Tourism, does hereby accept all terms, conditions, and agreements contained and set forth in the, Minimum Specifications, Non-Collusive Bidding Certification, Legal Status Information and Bid for Performance of Contract with Cattaraugus County Legislature and does hereby certify, agree and propose as follows:

The undersigned declares that he/she has examined all of the attached documents, and hereby proposes and agrees that, if this bid is accepted, he/she will contract with the County, such contract incorporating the provisions of the documents attached hereto, to furnish all the materials and services and do all the work specified in the attached documents in the manner and time herein specified and according to the requirements as herein set forth, and to take in full payment therefore the bid prices set forth on the preceding specification sheets.

If this proposal is accepted by the County and the undersigned fails to contract as aforesaid, within ten days (not including Sunday) from the date of notice from the County to him/her, then the County may at its option, determine that the bidder has abandoned his/her right to enter into the contract and thereupon the bid and acceptance shall be null and void.

The full name and residences of all persons and parties interested in the foregoing bid as principals are as follows: (Individuals or partnership bids only)

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INDIVIDUAL, PARTNERSHIP OR CORPORATE USE

The undersigned certifies, under penalty of perjury, that he is fully authorized to sign this bid.

Name and Address of Bidder:

Authorized Signature and Title:

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Signature

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Title

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Date

Pursuant to State Finance Law §165-a, the Commissioner of General Services is required to develop a list of persons it determines engage in investment activities in Iran, which is defined as provision of goods, services or credit of \$20,000,000 or more, relating to the energy sector.

General Municipal Law §103-g(4) states as follows:

Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or service performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under penalties of perjury.

The below signed bidder affirms the following as true under penalties of perjury:

- a. “By submission of this bid, the bidder identified herein and each person signing on behalf of the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and behalf that this bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the state finance law.”

Corporate or Company Name

\_\_\_\_\_

By:

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

Sworn to before me this

\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Notary Public

Cattaraugus County

**Galvanized Steel Truss Dock Frames Onoville Marina Park  
Executive Order 14 and Executive Order 16 Certification**

**This certification is required from all Prime Contractors and Consultants prior to contract award and all Subcontractors prior to Approval to Subcontract.**

New York State Executive Order No. 14 directs State Entities, to the extent practicable, to divest their money and assets and terminate contracts with institutions or companies headquartered in Russia or with their principal place of business in Russia, “protecting New York from financing discrimination against the Ukrainian people”. New York State Executive Order (herein, “Executive Order”) No. 16 directs State Entities to refrain from entering into any new contract or renewing any existing contract with an Entity conducting business operations in Russia until such time as sanctions imposed by the federal government are no longer in effect.

For purposes of this certification, and as set forth in Executive Order No. 16, an “Entity conducting business operations in Russia” means “an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.”

Notwithstanding the foregoing, an Affected State Entity may contract with an Entity conducting business operations in Russia provided that the head of the Affected State Entity makes a determination in writing that the investment or contract is necessary for the Affected State Entity to perform its functions and that no suitable investment or contractual alternatives exist.

In accordance with Executive Order No. 14 and Executive Order No. 16 (collectively, “the Executive Orders”), specific to the bid or proposal submitted for the above referenced contract or solicitation, and as evidenced by signature affixed hereto, Offeror/Bidder/Contractor /Consultant (or any assignee) certifies they: (1) are not an Entity conducting business operations in Russia, (2) are not conducting, will not conduct, and will not engage any such company that conducts, commercial activity with (a) the Russian Government, and (b) commercial entities headquartered in Russia or with their principal place of business in Russia, in the form of contracting, sales, purchasing, investment, or any business partnership.

Cattaraugus County reserves the right to reject any bid, proposal, grants, or request for assignment of any Offeror / Bidder / Contractor / Consultant, and to pursue a responsibility review with respect to any entity that is awarded a contract, if found to be in violation of this Certification or the Executive Orders.

Contractor [Name]: \_\_\_\_\_

By [signature]: \_\_\_\_\_

Name [print]: \_\_\_\_\_

Title: \_\_\_\_\_

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

(mm/dd/yyyy)

*This certification must be signed by an authorized executive or legal representative*