November 17, 2016

LEGAL NOTICE

Sealed Bids will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, New York until 2:00 p.m., Thursday, December 8, 2016 for the sale of:

TIMBER - CHURCHILL ROAD, TOWN OF PARISH

Specifications are available at the Purchasing Department at the above address Monday through Friday, 9:00 a.m. to 5:00 p.m. and online at www.oswegocounty.com.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

Daniel Stevens
Purchasing Director
The County of Oswego through the Soil and Water Conservation District, is offering for sale, to the qualified highest bidder, timber located on Churchill Road in the Town of Parish. The sale area is located on Oswego County Reforestation property on approximately 36 acres, (see enclosed map). The count and estimate of timber is as follows:

<table>
<thead>
<tr>
<th>SPECIES</th>
<th>DBH</th>
<th>NUMBER OF TREES</th>
<th>ESTIMATED BOARD FEET (DOYLE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Red Pine</td>
<td>12-19”</td>
<td>478</td>
<td>31,600 +/-</td>
</tr>
<tr>
<td>White Pine</td>
<td>12-27”</td>
<td>182</td>
<td>30,050 +/-</td>
</tr>
<tr>
<td><strong>Total Sawtimber</strong></td>
<td></td>
<td><strong>660</strong></td>
<td><strong>61,650 +/-</strong></td>
</tr>
<tr>
<td>Pulpwood (softwood)</td>
<td>8-20&quot;</td>
<td>771</td>
<td>182 St. Cords +/-</td>
</tr>
<tr>
<td>Pulpwood (hardwood)</td>
<td>8-22&quot;</td>
<td>46</td>
<td>13 St. Cords +/-</td>
</tr>
<tr>
<td>Cull Trees</td>
<td>6-28&quot;</td>
<td>89</td>
<td></td>
</tr>
</tbody>
</table>

**VOLUME ESTIMATION**
Sawlog diameters are measured directly at breast height (DBH). Merchantable heights are estimated to an approximate 10” end diameter or a point at which merchantability ends due to form, and deductions are made for defect present. Sawlog volumes are calculated using the Doyle Log Rule for standing timber. Volumes were calculated using 100% tree count. Volumes are stated as net, and no guarantee is made to quality or quantity of the stumpage advertised. Be advised that marginal quality sawlogs are generally considered as pulpwood. Tree diameters are not rounded up to the next diameter class. Diameters are as stated.

**MARKING**
Sawtimber trees are marked with a horizontal blue paint line (-). Pulpwood trees are marked with a vertical blue paint line (| |), and cull trees are marked with a blue “X” mark.

All trees marked with blue paint must be cut above the stump paint mark, but no higher than the diameter of the tree at the cut. Every tree marked with blue paint and contained within the harvest areas, will be cut for continuous forest management purposes. The buyer may utilize any and all merchantable wood from these trees, including the tree tops. Merchantability is considered to a 4” top diameter.

**LAND AND ACCESS DESCRIPTION**
The harvest area can be accessed directly from Churchill Road via an existing log landing on the West side identified on the map. The landing is located 2.1 miles from State Route 104 and 2.3 miles from County Route 26.

Primary skid trails will be identified by orange flagging prior to beginning operations. No additions to these trails may be made without approval from the Soil and Water District Forester.
The soil condition is generally hard, except for around the wet areas. The property boundary is marked with orange paint, and the boundaries of the sale are marked with a 2-stripe (//) pattern with red paint. No boundary trees may be cut for any reason.

**HARVEST PRACTICES**
A pre-harvest walk through the sale with the contractor and Soil and Water District Forester is required prior to beginning operations.

During the harvest operation, care must be taken to minimize damage to good quality young saplings, pole, and selected crop / seed trees by directional felling. Removal of forest products will be conducted during dry or frozen ground conditions to minimize site impacts.

Skid trails will be identified by orange flagging and will be installed prior to harvesting the sale area. These trails will not cover more than 8 % to 10 % of the entire forest area. Winching of material to the skid trail will be conducted whenever possible to minimize soils impact and avoid damage to the residual stand and/or wet areas. Any areas on the skid trails that become muddy and rutted will be corduroyed.

All trees are to be cut to length in the woods and removed. The county reserves the right to limit the length of material being skidded at any time during the sale if damage is considered to be excessive.

The contractor has two years to remove the standing timber once the contract has been initiated. Due to seasonably wet conditions, no harvesting will be conducted between the dates of March 15 to May 30 and November 1-December 15, throughout the contract without the consent of the Oswego County Soil and Water Conservation District Forester.

The purchaser, its employees and/or subcontractor shall have reviewed, understood, and abided by all provisions of the Occupational Safety and Health Administration logging safety standards Sec. 1910.266 and other applicable local, state and federal standards governing the harvest of timber which are described in this sale.

The landing, roads, and main skid trails must remain free of debris and unobstructed. Partially fallen, hung-up or broken off trees shall be put on the ground immediately. All tops accidentally felled on adjacent private land must be removed immediately. Boundary lines must remain clear of debris. The purchaser will be responsible for trees falling outside of the ownership. Debris and tops will also be kept out of drainages, streams and wetlands.

Post-harvest cleanup will be conducted by the contractor to ensure the integrity of this site. This includes the repair of the landing, all skid trails and installation of water bars, broad based dips, gravel, or other Best Management Practices as needed. The contractor will be required to contact the District Forester before and after harvest cleanup is conducted.

Note: The contractor will be required to use a bulldozer to conduct post-harvest cleanup.
TERMS FOR BIDDING

1. Bidders are invited to review the property at their own convenience and risk.

2. Sealed bids must be in writing and will be accepted at the Oswego County Purchasing Office, 46 East Bridge Street (3rd Floor), Oswego, NY 13126, until December 8, 2016 at 2:00 p.m. at which time they will be publicly opened. Envelopes marked “Timber Sale Bid” must be received on or before that time. This marking will ensure that the bid will not be opened as general mail. Bids delivered in person will be accepted until the time of opening.

3. The successful bidder will be notified in writing by the Oswego County Soil and Water Conservation District within five (5) days after the bidding deadline. The County reserves the right to reject any and all bids. No telephone or fax bids will be accepted. All bids must be signed by the prospective bidder and must include a bid deposit of 10% of the amount of the bid, to be held as a performance deposit until execution of the contract and satisfactory completion of the terms of the work agreement. The bid deposit must be made payable to the “Oswego County Soil and Water Conservation District.” Bids received without the deposit will not be honored or responded to.

TERMS OF SALE

1. The sale will be on a lump sum basis. The buyer will be required to execute a contract by December 16, 2016 and make full payment or lose all rights and privileges of the sale. The contract will be provided by the County. Said contract can be reviewed, or a copy can be obtained, by contacting the Soil and Water Conservation District at 3105 State Route 3, Fulton, NY 13069 or by calling (315) 592-9663. Payment must be made in the form of a certified check, bid bond or cashier’s check. The check will be made payable to “Oswego County Treasurer, 46 East Bridge Street, Oswego, NY 13126, ATTN: Sale of Forest Products Account.”

2. The successful bidder will have 2 years to harvest the timber after the signing of the timber sale contract.

3. Satisfactory completion of the work will be determined by the Soil and Water Conservation District and signing of the release agreement by the County and the Contractor / Purchaser.

4. No harvest work will be allowed until proof of insurance is provided. Insurance Certificates shall name the County of Oswego as the Certificate Holder.

5. The successful bidder will satisfy all Workers Compensation and Liability Insurance requirements imposed by the contract and the laws of the state of New York for the duration of the contract.

6. The purchaser is buying timber that is available at this time. The County yields all rights and responsibility for the standing timber sold in this agreement at the signing of the contract, and will not be accountable for natural disturbances, theft or vandalism which may occur or render the timber unavailable or unusable after that time.

Questions regarding this bid should be directed to Joe Chairvolotti, Oswego County Soil and Water Conservation District at (315) 592-9663.
Oswego County Reforestation
Parish 4

Legend

- Reforestation property
- Harvest Area
- Log Landing
- Existing Skid Trails
- New Skid Trails
- No Marking

Churchill Rd
White Hill Rd

0 375 750 1,500 Feet
INSURANCE REQUIREMENTS

I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the BIDDER hereby agrees to effectuate the naming of the county of Oswego as an unrestricted, additional insured on the contractor's insurance policy(ies), with the exception of workers’ compensation. If the contractor is self-insured, evidence of its status as a self-insured entity shall be provided to the Oswego County Purchasing Department. If requested, the contractor must describe its financial condition and the self-insured funding mechanism(s).

II. The policy naming the County of Oswego as an additional insured shall, without exception:
   ● be an insurance policy from an a.m. Best rated “secured” New York State licensed insurer
   ● contain a 30-day notice of cancellation.
   ● state that the insurer's coverage shall be primary coverage for the County of Oswego, its officers, and employees.
   ● The County of Oswego shall be listed as an additional insured by using endorsement cg 2010 10 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

III. The contractor agrees to indemnify the County of Oswego for any applicable deductibles.

IV. Required insurance minimums:
   ● Commercial general liability insurance $1,000,000 per occurrence/ $2,000,000 aggregate. General aggregate to apply on a per project basis.
   ● Automobile liability $1,000,000 CSL for owned, hired and borrowed and non-owned motor vehicles.
   ● Excess/umbrella insurance $1,000,000 each occurrence and aggregate
   ● Workers' Compensation and NYS Disability Statutory workers’ compensation, employers’ liability and NYS. Disability Benefits insurance for all employees.
   ● Performance and Labor & Material bonds If required in the specifications, these bonds shall be provided by a New York state admitted surety company, in good standing.

V. The BIDDER acknowledges that failure to obtain such insurance on behalf of the County of Oswego constitutes a material breach of this contract. The BIDDER is to provide the County of Oswego with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the County of Oswego to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County of Oswego.

   The BIDDER shall attach to this agreement a certificate of insurance evidencing the BIDDER’s compliance with these requirements.

   Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the county with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without thirty (30) days prior written notice to the county, directed to the county attorney and the department head and the county shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to the BIDDER.
To the extent it is commercially available, each policy of insurance shall be provided on an “occurrence” basis. If any insurance is not so commercially available on an “occurrence” basis it shall be provided on a “claims made” basis, and all such “claims made” policies shall provide that:

a. Policy retroactive dates coincide with or precede the BIDDER’s provision of goods or start of the performance of the services (including subsequent policies purchased as renewals or replacements);
b. The BIDDER will maintain similar insurance for at least six (6) years following final acceptance of the goods or services;
c. If the insurance is terminated for any reason, the BIDDER agrees to purchase an unlimited extended reporting provision to report claims arising from the goods provided or services performed for the county; and
d. Immediate notice shall be given to the county through the department head and the county attorney of circumstances or incidents that might give rise to future claims with respect to the goods provided or services performed under this agreement.
Sealed bids are due by **2:00 p.m., Thursday, December 8, 2016** at the Oswego County Purchasing Office; 46 East Bridge Street (3rd Floor); Oswego, NY 13126.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS

The undersigned hereby certifies that he/she has examined and fully comprehends the requirements and intent of the Notice, Information, Specifications and Bid for **BID # 51-16 – TIMBER SALE-Churchill Road, Parish**, and offers to fulfill the activities as shown on the attached bid for the cost listed below.

Lump Sum: $____________________

Form of bid Security: __________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

Federal ID Number: ______________

Type or Print Name ___________________________ Company ___________________________

Title ___________________________ Address ___________________________

Authorized Signature ___________________________ (______) ___________________

Date ___________________________ Telephone Number ____________________
BIDDER INFORMATION SHEET

Proposing Organization: ________________________________

Address: __________________________________________

Phone: (_______) ____________________________________

Fax: (_______) ______________________________________

Invoices Will Be From:

Address: __________________________________________

____________________________________________________

Person To Contact In Reference To Contract:

Name: ______________________________________________

Title: _______________________________________________

Address: __________________________________________

Phone: (_______) ____________________________________

Fax: (_______) ______________________________________

E-mail: _____________________________________________

Signatory Authority: __________________________________

“In consideration of the limitations of this BID, I hereby certify that the information in this bid is correct to the best of my knowledge, and that I am an official of the above organization authorized to sign and submit this bid.”

____________________________________________________

Name/Title

____________________________________________________

Signature

____________________________________________________

Date
NON-COLLUSION CERTIFICATION

General Municipal Law § 103-d

(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;

(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 BIDDER (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 time prices being proposed, does not constitute, without more, a disclosure within the meaning of paragraph (a) of this certification.

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

__________________________
Company

__________________________
Type or Print Name

__________________________
Date

__________________________
Title

__________________________
Authorized Signature
RESOLUTION FOR CORPORATIONS ONLY

Resolved that _________________________________________________ (individual) is authorized to sign and submit the bid or bid of this corporation for the following project:

BID # 51-16 – TIMBER SALE - Churchill Rd. Parish

and to include in such bid or bid 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, and to enter into the contract if awarded to this corporation:


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 __________________________, __________, and is still in force on this __________ day of __________, 2016.

__________________________
Secretary

(Seal of Corporation)
NON-BIDDER RESPONSE

The Oswego County Purchasing Department is interested in the reasons why prospective BIDDERs fail to submit bids. Failure to submit a bid without explanation may result in removal of your firm from our BIDDERs’ list. If you are NOT submitting a bid, please indicate the reason(s) by checking off one or more of the items below and return this form to the Oswego County Purchasing Office; 46 East Bridge Street; Oswego, NY 13126.

_____ 1. Unable to make a bid at this time, but would like to receive future BIDs.

_____ 2. Items or material not _____ manufactured, _____ distributed, _____ stocked, _____ furnished.

_____ 3. Services, materials or items we have to offer do not fully meet all the requirements of standards specified.

_____ 4. Specifications not clearly understood or applicable as follows: (ex.: too vague, too rigid, etc.)

_____ 5. We cannot meet the time of delivery of items or materials specified.

_____ 6. Insufficient time allowed for preparation and submission of bid.

_____ 7. Other reasons: ____________________________________________________________

You may remove our name from the bid list for:

_____ This Commodity Group _____ This Item or Material _____ All Bids

______________________________________________________________________________

Type or Print Name Company

______________________________________________________________________________

Title Address

______________________________________________________________________________

Authorized Signature

______________________________________________________________________________

(____) __________________________ Telephone Number

Date

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