New York State Department of Environmental Conservation
Division of Lands and Forests, Region 7
1285 Fisher Avenue
Cortland, NY 13045-1012
Website: www.dec.ny.gov

Contract No. **X010322**

NOTICE OF SALE OF FOREST PRODUCTS

Version 6-2016

Pursuant to Section 9-0505 of the Environmental Conservation Law, sealed bids for the following forest products located on **Tompkins Reforestation Area # 3** (Shindagin Hollow State Forest), **Stands B-4, B-5 & B-10,** will be accepted at the NYS Department of Environmental Conservation, Bureau of Procurement and Expenditures, 625 Broadway, 10th Floor, Albany, New York 12233-5025, until **11:00 a.m., Thursday, December 1, 2016.**

SPECIES	DBH (Inches)	NO. OF TREES	ESTIMATED QUANTITY (MBF) (International 1/4" Log Rule)
White Ash	12-27	678	135.46 MBF more or less
Northern Red Oak	12-30	127	29.65 MBF more or less
Sugar Maple	12-20	65	6.77 MBF more or less
Black Cherry	13-28	14	3.57 MBF more or less
Red Maple	12-21	23	2.71 MBF more or less
Basswood	12-22	11	2.22 MBF more or less
Bitternut Hickory	15-16	2	0.17 MBF more or less
SAWTIMBER TOTAL		920	180.55 MBF more or less
Hardwood Pulp	8-26	1006	265 Cords more or less
E. White Pine Pulp	8-14	14	5 Cords more or less
Aspen Pulp	8-14	12	3 Cords more or less
Norway Spruce Pulp	6-10	7	1 Cords more or less
TOTAL SALE		1959	180.55 MBF and 274 Cords more or less

*These forest products are being sold from lands which have been third-party certified as being managed using responsible forestry practices and having met the requirements for Forest Certification according to the policies and principles of the Forest Stewardship Council (FSC) and the Sustainable Forestry Initiative® (SFI®). The stumpage advertised above may be considered **FSC 100%** under certificate number **SCS-FM/COC-00104N** and **SFI Certified Forest Content** under certificate number **NSF-SFIS-61741**.*

I. LOCATION AND MINIMUM BID

This hardwood stumpage is located in the **Town of Caroline in Tompkins County**, on approximately **61 acres**. It will be sold to the highest approved bidder. Minimum acceptable bid shall not be less than **$25,428.00 U.S.**

II. CONTRACT TERM

The Contractor will remove all material from State land and meet all the conditions of the sale contract by **October 1, 2019.** Contract extensions may be granted, at the discretion of the DEC upon written request of Contractor, when extenuating circumstances exist. No extension shall exceed 12 months in length, and the total length of all extensions shall not exceed 24 months. **Requests for extensions shall be made in writing at least 30 days prior to Contract termination date. Extension requests must be acknowledged on an acceptable form provided by the DEC. To request an acknowledgment form please contact your local DEC office or visit the DEC public web site http://www.dec.ny.gov/docs/lands_forests_pdf/acknowledgment13.pdf .**

III. NOTIFICATIONS

The Contractor will notify the DEC no less than five (5) business days prior to Contractor's intent to commence harvesting operations and at least five (5) business days prior to starting final cleanup. The Contractor will be required to meet with the DEC prior to commencing these operations. Exception to these requirements may be made only by the DEC.

The Contractor is responsible for knowledge of and compliance with all provisions of all State and Federal laws, local laws and statutes, ordinances, and rules and regulations that are applicable to the harvest and transport of forest products in this sale.

It will be the Contractor's responsibility to provide the workers actually performing the work with a copy of the NOTICE OF SALE OF FOREST PRODUCTS before work begins. The Contractor shall keep a copy of the NOTICE OF SALE OF FOREST PRODUCTS on site at all times while conducting work under the terms of this Contract.

Upon determination by the DEC that any of the terms in this contract are not being upheld, the Contractor may receive a Notice to Correct by certified mail, return receipt requested. If the required work is not completed within seven (7) calendar days following receipt of such Notice to Correct, unless a good faith effort to do so is demonstrated to the DEC's satisfaction, this contract may be terminated for cause, at the discretion of the DEC.

When active work in the sale area has stopped for 14 or more consecutive calendar days or upon the completion of a stand, payment area, or other portion of the work required in the Notice of Sale, the DEC may determine that work is needed to properly close and stabilize the job site. This may include leveling access trails and/or landing areas, installing best management practices (BMPs) including waterbars, earth berms, or other measures as required in the Notice of Sale. Upon determination by the DEC that such work is necessary, the Contractor will receive a Notice to Correct by certified mail, return receipt requested. If the required work is not completed within seven (7) calendar days following receipt of such Notice to Correct, unless a good faith effort to do so is demonstrated to the DEC's satisfaction, the contract may be terminated for cause, at the DEC's option.

This contract may be terminated or suspended by the DEC if the Contractor abandons the work under this contract; is in violation of any conditions of this contract and permit; fails or refuses to conform with the requirements of this contract; or if at any time the DEC is of the opinion that the Contractor is willfully violating any of the conditions of the contract or executing same in bad faith; or that, the Contractor has failed to promote work in a diligent

manner. Upon such default or termination, the DEC shall have the right to proceed to enforce the bond posted by the Contractor in connection with this contract.

A. Firewood Notice

Rules have been implemented regarding firewood transportation into and within New York State. **Effective immediately, the transportation of untreated firewood within New York State for commercial sale is limited to 50 miles or less from the source, as defined in the regulations.** These regulations have been implemented to help prevent the spread of forest insect pests. The full text of the regulations can be found online at: http://www.dec.ny.gov/animals/28722.html. There is also a web page with frequently asked questions about the regulations at: http://www.dec.ny.gov/animals/44008.html.

B. Emerald Ash Borer Quarantine Notice

This timber sale is within the Federal Emerald Ash Borer (EAB) quarantine. Under the quarantine regulations, all persons moving regulated articles - including any ash wood, ash logs, ash stumps, ash roots, ash branches, or wood chips - from inside the Federal EAB quarantine area, to any location outside of the Federal EAB quarantine area must obtain a Limited Permit or Compliance Agreement with the United States Department of Agriculture Animal Plant Health Inspection Service (USDA APHIS). Such movement may only be done during the non-flight season for EAB. Federal EAB quarantine regulations also prohibit movement of any untreated hardwood firewood out of their contiguous quarantine. (Many neighboring States – including PA - also have State regulations prohibiting the import of untreated firewood into their state, as New York does under our firewood regulation.)

For more information on the USDA APHIS' EAB quarantine regulations and Compliance Agreements for interstate movement, contact:

USDA APHIS
State Plant Health Director
500 New Karner Road, 2nd Floor
Albany, NY 12205
Phone: (518) 218-7510
Fax: (518) 218-7518

This timber sale also may fall within a New York State EAB Restricted Zone and therefore be subject to New York State movement restrictions. For current information on the State EAB quarantine area and regulations, go to: http://www.agriculture.ny.gov/PI/eab.html or http://www.dec.ny.gov/animals/47761.html

For information on obtaining Limited Permits and Compliance Agreements contact:

Ethan Angell
Senior Horticultural Inspector
NYS DAM
Division of Plant Industry
Cell - (518) 275-9489
Office - (518) 686-9731

IV. VOLUME ESTIMATION

The volume in the standing trees was estimated and is based on the International ¼" Kerf Log Rule for sawtimber and the standard 4' x 4' x 8' cord for cordwood. Volume estimates are based on a 100% tree count.

Additionally, volume deductions were made for visible defects; however, the DEC does not guarantee the estimated volume or quality of the stumpage advertised.

V. MARKING

The trees for sale are marked with **ORANGE** or **PINK** paint at breast height (dbh.) and on the stump. All trees so marked must be felled in addition to **1,384** cull trees marked with an "X". Trees tallied for sawtimber are marked with a horizontal stripe (—). Trees tallied for pulpwood/firewood are marked with a diagonal slash (**/**).The sale boundary are shown on the attached Sale Map. Trees marked with two **ORANGE** horizontal stripes (=) indicate the boundary of the sale area. **These double marked trees are not included in the sale and shall not be cut.** Trees within logging trails are marked with **PINK** paint marks. Trees marked with a "B" are bump trees to remain standing until skidding is completed in that section.

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Girdling cull trees or any other live trees as an alternative to felling will **not** be permitted.

Trees along State Forest boundaries may be marked with Yellow paint. Yellow marked State Forest boundary trees shall not be cut and are not part of this sale.

Trees marked with a **"DEN"** or **"W"** are designated as wildlife trees and **shall not be cut**.

Only those trees which have been marked or otherwise designated to be cut by the DEC shall be cut under the terms of this contract. All trees so marked or designated shall be cut by the Contractor and, in the event any are not cut, they nevertheless shall be paid for under the terms of this contract. Pursuant to §9-1501 and § 71-0703 (6) (b) of the ECL, should any unmarked or otherwise non-designated tree be cut, destroyed or injured, the Contractor may be liable for a penalty of $250.00 per tree or treble damages or both.

VI. LOG LANDINGS

One landing has been designated just east of Braley Hill Road and is identified on the attached Sale Map. The Contactor shall clear and stump the landing. All brush, tree tops or other debris removed for landing construction will be deposited at a site approved by the DEC. Any additional site work to improve the landings to accommodate the specific needs of the Contractor will be done at the Contractor's expense and only with the approval of the DEC.

The Contractor shall provide and install a temporary culvert with a minimum diameter of 15 inches to access the landing. The Contractor will be responsible for contacting the Town of Caroline Highway Superintendent to coordinate culvert installation.

The Contractor shall build a hardened driveway leading from Braley Hill Road to access the landing. The Contractor shall purchase and install geotextile fabric and Item #4 stone on an area 15 feet wide by 75 feet long. The Contractor shall install a layer of geotextile construction fabric prior to spreading the stone. The Contractor shall spread the stone to

an even compacted depth of 6 inches across this area. The fabric and stone shall be installed prior to the start of timber harvesting and to the satisfaction of the DEC.

Landings will be kept in a neat condition at all times during the sale. The Contractor shall keep landings free of any garbage, oil cans, or debris. The Contractor shall remove or return to the harvest area unused wood brought to the landing from the harvest area. The Contractor shall prevent rutting on landings which may result in channelized sediment flow off the landing.

At the completion of the sale, the Contractor shall grade and stabilize the landing to the satisfaction of the DEC.

VII. ACCESS SYSTEM

The main logging trails have been located on the ground and on the attached Sale Map by the DEC. Trees within all main logging trails are marked with **PINK** paint and/or **PINK** flagging. No additions or changes to these will be made without approval of the DEC. The Contractor shall cut and open main logging trails first before beginning harvesting within the sale area.

Individual hitches shall be no wider than the skidder.

The main logging trails intersect the Multiple Use Trails in two locations as indicated on the Sale Map. The Contractor shall keep smoothed (rut free) and free of tops and debris, these two intersections at all times for the duration of the sale.

The Contractor shall secure all roads, trails and landings to restrict erosion at all times to the satisfaction of the DEC according to guidelines in the publication New York State Forestry Best Management Practices for Water Quality – BMP Field Guide (BMP Field Guide). The BMP Field Guide may be viewed on-line by going to: http://www.dec.ny.gov/lands/37845.html. The DEC reserves the right to require the Contractor to implement erosion and sedimentation controls at any time, which includes, but is not limited to, water bars, broad based dips, corduroy, culverts, temporary bridges, straw bales, seeding and mulching.

If soil erosion occurs during harvesting, the Contractor shall install and maintain water bars, broad based dips or other appropriate water control devices at locations determined by the DEC.

The Contractor shall prevent ruts greater than 18 inches in depth on the access system during active timber harvesting. If ruts approach 18 inches in depth the Contractor shall cease harvesting activities in that area and ameliorate the damaged road or trail. The Contractor shall resume harvesting activities only when conditions improve or actions are taken to prevent further rutting. The DEC reserves the right to modify this condition on a case-by-case basis. The Contractor shall level all ruts and secure haul roads to restrict erosion at the completion of the sale to the satisfaction of the DEC.

The Contractor shall prevent ruts on all roads and logging trails that may result in channelized sediment flow.

VIII. HARVESTING

No harvesting shall commence until the DEC has approved the effectiveness of the herbicide applications as described below in Article IX. Additional Sale Related Work.

The Contractor shall keep all tops, debris and associated logging slash a minimum of 25 feet from all designated recreational trails at all times for the duration of the sale.

Harvesting operations will be suspended during the month of April and between November 1st and December 15th due to the likelihood of wet conditions. This restriction may be altered by DEC depending on weather conditions. Exceptions must be approved by the DEC. DEC may partially or wholly restrict harvesting operations during periods of wet and/or muddy conditions throughout the contract period.

Harvesting operations will be suspended between May 1st and July 1st due to bark slip season. No exceptions will be considered.

The Contractor shall place two (2) portable signs stating "*Caution Log Trucks Entering Highway*" (or similar appropriate language approved by the DEC). The Contractor shall place the signs on Braley Hill Road 500 feet in both directions from the landing entrance. The signs shall meet NYS DOT standards in terms of color and reflective material and minimally 24 inches by 24 inches in size. The signs shall be placed on a flexible stand designed for such use. **The signs must be in place before trucking of material begins.** Semi-permanent signs may be installed during the duration of the contract with the approval of the respective town highway superintendents. The Contractor shall remove all signs and posts at the completion of the sale.

The Contractor shall fell trees away from private land, designated recreation trails, and water courses whenever possible. If trees accidentally fall over private property boundary lines, across designated recreation trails or into stream channels, the Contractor shall pull back all material immediately.

No harvesting operations in conjunction with this sale shall be allowed on adjacent private lands without permission of the owner. The Contractor shall remove immediately any logging debris falling on adjacent private lands. Any damage to adjacent private lands shall be promptly repaired or compensation paid to the owner at expense of Contractor.

The Contractor shall keep the sale area free of litter including cans, papers and equipment parts at all times.

Mechanical harvesters (if not equipped with steel tracks) and forwarders must have a minimum of six (6) wheels.

The Contractor shall only cross stone walls where designated by the DEC. The Contractor shall remove any tree tops falling on the stone wall without damaging the stone wall. The Contractor shall repair damage to stone walls other than at designated crossings.

Harvesting shall begin in the back of the Sale Block with work progressing toward the front, cutting all designated trees as the job progresses. Exceptions must be approved by the DEC.

Harvesting may begin in any Sale Block as long as it is in compliance with the payment schedule. Once harvesting has begun in a Block, the harvesting must be completed in that Block before beginning work in a new Block.

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

The Contractor shall not leave trees or tree tops hung up in the sale area and must pull any hung trees or tree tops down immediately.

The DEC reserves the right to restrict the size of the equipment used when, in the judgment of the DEC, said large equipment is causing unacceptable damage to the site and residual stand. The Contractor shall prevent rutting and soil compaction in the general harvest area (excluding the access system) and take the necessary measures to prevent ruts and soil compaction when ground conditions may not support harvesting equipment. Measures may include but are not limited to corduroy, restricting equipment access, utilizing floatation tires or tracks, or depositing tops in front of harvesting equipment.

The Contractor shall cut off close to the stump any saplings two inches or greater in diameter at the stump damaged as a result of timber harvesting activities. No more than 5% of the residual trees greater than 5 inches diameter at breast height within the harvest area may be damaged during the harvest operation, as determined by the DEC. A tree considered to be damaged may include but is not limited to:

1. Damage to the main stem of the residual tree which results in the loss of bark greater than 90 square inches.
2. Greater than 40% damage to the entire root system of the residual tree from soil compaction or disturbance within an area defined by a 20 foot radius from the tree's stem.
3. Greater than 25% damage to the live crown of the residual tree.

IX. ADDITIONAL SALE RELATED WORK

The following work shall be performed by the Contractor at its cost and expense:

Herbicide Application

Description: Herbicide application to undesirable understory vegetation is required on **61 acres** of this sale. **The target species for the application of herbicide, whether marked or unmarked, are all American beech, striped maple, ironwood (hop-hornbeam), and blue beech (musclewood) five (5) feet tall in height and larger.** The areas to receive herbicide application are the entirety of all Sale Blocks as shown on the attached Sale Map. The delineation of the herbicide areas shown on the map will be confirmed by the DEC upon meeting with the Contractor. Application methods may include cut frill or stem injection, commonly known as hack and squirt, basal spray, cut stump or foliar spray. Herbicide application is required within the entire designated areas.

Required Herbicides: The target vegetation shall be treated with Rodeo (EPA

Registration No. 62719-324) for hack and squirt and cut stump treatments during the growing season. Arsenal Applicators Concentrate (EPA Registration No. 241-299) or a comparable Imazapyr product approved for forestry use shall be used for hack and squirt and cut stump treatments, for striped maple, after June 15th, but a before April 1st as described below. Garlon 4 (EPA Reg. No. 62719-40) or comparable triclopyr product shall be used for basal spray application for stems up to 6 inches and for cut stump treatments during the dormant season, as described below. Accord XRT II (EPA Reg. No. 62719-556), or a comparable glyphosate product approved for forestry use as described below, may be used for foliar applications.

Application: The target species for the application of herbicide, whether marked or unmarked, are all American beech, striped maple, ironwood (hop-hornbeam), and blue beech (musclewood) five (5) feet tall in height and larger. Hack and squirt is the preferred method of application, though the Contractor may utilize any method and herbicide listed above according to label instructions with the exception of striped maple. Striped maple shall be treated with Arsenal using hack and squirt, cut stump, or foliar application methods according to manufacturer's label. Rodeo shall be applied in a 50-100% concentrate solution. Hack and squirt, cut-stump, and basal applications of herbicide must include a suitable dye in the herbicide mixture to ensure that the treated areas are readily visible. For applications of Garlon 4, the Contractor shall mix the product with commercially available basal oils and not diesel, kerosene or fuel oils. For foliar applications, the Accord XRT II and Arsenal shall be backpack or machine sprayed by a contractor according to the product label and manufacturer's safety instructions. Herbicides shall be applied uniformly on a spray-to-wet basis but not to the point of runoff.

All of the designated area must be treated uniformly and the herbicide will be applied with the goal of killing 80% or more of the target vegetation described above based on stem count. The effectiveness of the herbicide application will be evaluated by the DEC during the following growing season using a sample of six foot radius plots. If the target goal is not obtained after the first treatment, additional herbicide application will be required. The Contractor will be required to file an extension to the sale if there is not sufficient time remaining in the original contract to properly evaluate the effectiveness of the application and to conduct any secondary herbicide application. Failure to do so may result in the forfeiture of all or part the performance bond.

Prior to spraying, the Contractor shall make arrangements to meet with the DEC to review the herbicide application area. The Contractor shall also notify the DEC after application is complete.

Timing of Application: The herbicide application period varies depending on the target vegetation and the method of application. Hack and squirt or cut stump application of Rodeo must be between June 15 and September 20 or before fall color and leaf drop (senescence). Hack and squirt or cut stump application of Arsenal must be between June 15th and April 1st. Dormant treatment of stems greater than 2 inches with Garlon 4 may result in poor control, in which case, reapplication will be required. Foliar application of beech, striped maple, ironwood (hop-hornbeam) & blue beech (musclewood) must be between August 1 and September 20, or leaf senescence, whichever is first.

To ensure the effectiveness of foliar applications, herbicide spraying shall only take place

when the foliage is dry. Herbicide spraying shall not take place when rainfall is expected within 12 hours after application, during times when the temperature is below 68 degrees Fahrenheit, or when winds are gusty or exceed 10 miles per hour. The herbicide spraying shall be done in a manner, such that drifted herbicide does not impact adjacent private land.

No herbicide application may take place when the Palmer Drought Index drops below negative two (-2). The Palmer Drought Index map is available on the internet at: www.cpc.ncep.noaa.gov/products. Scroll down to and select: Palmer Drought Severity Index Graphic (current). The DEC may allow or prohibit spraying if local conditions differ from the Palmer Drought Severity Index.

Equipment used in the application of herbicide or otherwise contaminated with herbicide shall not be used to draw water. Water shall be drawn from a source agreed upon by the DEC.

Application of herbicides must be done according to the label and manufacturer's safety instructions and in compliance with State regulations. If the Contractor desires to subcontract the herbicide application, the Contractor shall act as the agent of the DEC and shall only subcontract to a registered pesticide business that is currently registered with the NYS DEC and employs a certified applicator in the appropriate category (ie: Category 2). If the Contractor desires to perform the herbicide application, then the Contractor needs to meet the same criteria as the subcontractor would. A pesticide applicator who is a holder of a N.Y.S. Commercial Applicator Permit (Category 2) must be present during the spraying operation.

X. RARE, ENDANGERED, THREATENED OR SPECIAL CONCERN SPECIES

The DEC reserves the right to implement temporary restrictions on harvesting activities to protect previously unknown occurrences of rare, endangered, threatened or special concern species found within or near the sale area.

XI. OSHA and SAFETY RELATED TERMS

OSHA regulations relating to safety and safety equipment must be followed at all times by the Contractor.

Unmarked dead or hazardous trees may be cut, pushed or pulled down when necessary to comply with OSHA regulations, but must be left on the site next to the stump and may not be utilized by the Contractor. In this situation, when the Contractor cuts an unmarked tree, the Contractor must notify the DEC within one business day. When the Contractor identifies a hazard tree which is too dangerous to cut or work around and will impact the completion of the contract, the Contractor must notify the DEC. If the hazardous situation cannot be resolved or mitigated, the DEC (upon consultation with the Contractor) will decide on an acceptable solution.

No person under the age of 18 shall be allowed within 100 feet of the sale area during harvesting operations unless they are part of a registered apprenticeship program, or enrolled in a recognized vocational training program or an approved on-the-job training program, or have completed such a program, and be at least 16 years old. Sale area shall

be defined as the area identified on the sketch map developed for this sale and shall include the area marked for harvest, roads and trails accessing it, and the log landing.

XII. PERSONAL PROTECTIVE EQUIPMENT FOR CHAINSAW USERS

Any person operating a chainsaw for any purpose while undertaking the activities authorized by this contract are required to wear Personal Protective Equipment (PPE), including at least the following: hard hat, eye protection, hearing protection, and cut-resistant chaps or pants. Additionally, the chainsaw must be equipped with properly functioning safety devices, including, at minimum, a properly functioning chain brake.

XIII. TRAINED LOGGER CERTIFICATION®

Any person who will perform any duties related to the felling, handling and removal of trees under this contract, hereunder referred to as "worker," regardless of whether they are an employee or subcontractor of the Contractor, shall be *Trained Logger Certified*® (TLC) through the New York Logger Training Program (NYLT). Duties related to the felling, handling and removal of trees shall include but are not limited to the use of chainsaws, mechanized felling and harvesting equipment, skidding and forwarding, slashing, chipping and stacking of forest products, or any other method of felling, handling or removing trees.

Prior to starting any timber sale tasks related to the felling, handling and removal of trees, the Contractor shall provide to the DEC a list of all worker names and TLC numbers or a copy of the worker's TLC certificate of any worker who will perform any duties related to the felling, handling and removal of trees.

Workers who are not TLC may perform duties related to the felling, handling and removal of trees as long as the Contractor, in good faith, assures the DEC that the non-TLC worker is actively pursuing TLC and will be supervised by another worker who is TLC. The TLC worker must be on site at all times while the non-TLC person is working. A TLC worker may only supervise one non-TLC worker at any given period during the life of this contract. The Contractor shall make every effort to inform the DEC when the worker receives TLC and provide proof of certification upon request.

Truck drivers and loader operators are not required to be TLC if their only duties are the loading of forest products onto the truck and/or transportation of forest products from the harvesting site.

Workers who have certifications or licenses under equivalent programs in other states may receive approval from NYLT for TLC if it is determined the other state's certification or license meets the minimum standards for TLC. For information on the TLC program contact NYLT at www.newyorkloggertraining.org or by calling (518) 463-1297.

Non-TLC workers who can demonstrate to the DEC equivalent certification, licensing or training comparable to the minimum standards for TLC may be considered to have fulfilled the certification requirements. At minimum, equivalent certification, licensing or training must include current first aid and CPR training, chainsaw operation, safety and productivity training (Game of Logging® Level 1 or equivalent chainsaw training), and environmental concerns training (including forest ecology, silviculture and best management practices).

XIV. FLUID LEAK CONTROL

The Contractor will be responsible for the control and collection of fluids leaking from any equipment used on the site. The Contractor must have a spill containment and cleanup kit appropriate for the equipment being used. At a minimum, the kit will contain: plugs and clamps to control hydraulic line breaks, a container to collect leaking fluids, fluid absorbent pads and a shovel. Operating any equipment noticeably leaking fluids is prohibited. The Contractor must take action to collect and control fluids leaking from inactive equipment or equipment being maintained or repaired on-site. The collected fluids must then be reused or properly disposed of. For additional information regarding the handling of hazardous materials please refer to page 74 of the NY BMP Field Guide – 2011 Edition.

XV. TERMS OF BIDDING

Proposal blanks, envelopes for mailing bids and any other information relative to this proposed sale may be obtained from **Dan Little**, Senior Forester, NYS DEC, Cortland 1285 Fisher Avenue, Cortland, New York 13045, telephone **(607) 753-3095, ext. 225**, or by email at daniel.little@dec.ny.gov or online at http://www.dec.ny.gov/lands/69749.html or by contacting the NYS DEC, Attn: State Timber Sales, 625 Broadway, 5th Floor, Albany, New York 12233-4255.

Bids must be submitted via mail, delivery service, or in person. All bids must be submitted on the original *Bid Proposal* (Proposal) form supplied by the DEC for this specific sale and included with this Notice. Alternate forms of bidding, including photocopies, will not be accepted. All blanks on the Proposal form must be completely filled in. Amounts must be written out and also stated in figures. Alteration of the Proposal by which the terms are changed may cause rejection of the bid. *Please note that the bid deadline is for receipt of the bid at the Department's Bureau of Procurement and Expenditures, Albany, New York, not for mailing or entrusting to a delivery service. The Department is not responsible for lost or late mailings. Late bids will be returned unopened. No electronic submissions will be accepted.*

The original *Bid Proposal* must be accompanied with a completed and signed original *Bidders/Proposers Certification*. The original *Bid Proposal*, *Bidders/Proposers Certification*, and bid deposit for this sale must be submitted in a bid envelope supplied by the DEC or in an envelope addressed to "**NYS DEC, 625 Broadway, 10th Floor, Albany, NY 12233-5025,**" and clearly showing only the following information:

Bidders Name Here	**SEALED BID ENCLOSED**	***Postage Here***
Return Address Here	**DO NOT OPEN**	
	NYS DEC **625 Broadway, 10th Floor** **Albany, NY 12233-5025**	
PROPOSAL: X010322, Tompkins 3 **Bid Opening: 11:00 AM, Thursday, December 1, 2016**		

Each proposal must be accompanied by a deposit of 5% of the amount bid in the form of check or money order drawn to the order of the "NYS Department of Environmental Conservation." The DEC reserves the right to waive any technicalities concerning bids and also to reject any and all bids if the best interests of the State will be promoted thereby. Award to the successful bidder will be made within ten days after opening of bids. Bidders are asked to completely and legibly fill out the return address portion of the bid envelope. In the unlikely event that bids must be returned unopened, this will greatly facilitate their being sent back to bidders.

IMPORTANT NOTICE
The attached "BIDDER'S/PROPOSER'S CERTIFICATION" form must be completed, signed, and returned along with your bid proposal. Failure to include this form may result in rejection of the bid.

In the event that two or more high bids are submitted in exactly the same amount, the bid that was received first by the DEC will be considered the apparent high bidder.

Notice of Sale documents, bid opening dates and bid results can be found on-line on the New York State Department of Environmental Conservation public web site address: http://www.dec.ny.gov/lands/69749.html and clicking on the NYS DEC Region where the timber sale is being offered. Bid results will be posted for 30 days beyond the bid opening date.

XVI. TERMS OF SALE

A. General

All monetary references are in U.S. dollars. All material will be paid for by the Contractor prior to the commencement of harvesting operations. The Contractor will execute and return the sales contract to "*NYS DEC, Attn: State Timber Sales, 625 Broadway, 5th Floor, Albany, NY 12233-4255,*" along with all other required documentation, within 30 calendar days of Notice of Award.

The successful bidder will not commence operations hereunder until payment according to the payment schedule is made, and a fully executed copy of the sales contract is received by him/her with authorization to proceed with removal of products.

The Contractor may subcontract for the performance of work pursuant to this Contract only with the prior written approval of the DEC. If the Contractor enters into subcontracts for the performance of work pursuant to this Contract, the Contractor remains liable for compliance with all the terms of this Contract. The Contractor shall take full responsibility for the acts and omissions of its subcontractors.

B. Vendor Responsibility

State procurement laws require that state agencies award contracts only to responsible Contractors. To fulfill this requirement, potential Contractors may be required to complete a Vendor Responsibility Questionnaire or otherwise provide additional information to assist the DEC in assessing responsibility.

- **General Responsibility**: The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or his

or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

- **Suspension of Work** (for Non-Responsibility): The Commissioner or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

- **Termination for Non-Responsibility**: Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate DEC officials or staff, the Contract may be terminated by the Commissioner or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

- **Vendor Responsibility Questionnaire**: The DEC recommends that vendors file a required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at https://portal.osc.state.ny.us.

  Vendors must provide their New York State Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us. Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of the Office of the State Comptroller's Help Desk for a copy of the paper form.

C. Payment Schedule

The Contractor will make payments according to the following schedule unless adjusted by the DEC:

- 1st Payment = 5% of purchase price previously paid as bid deposit.
- 2nd Payment = 20% of purchase price within 30 days of the date of the Notice of Approval.
- 3rd Payment = 50% of purchase price prior to the commencement of harvesting operations in **Sale Block 1**. This payment must be made before **July 15, 2017.**
- 4th Payment = 25% of purchase price prior to the commencement of harvesting operations in **Sale Block 2**. This payment must be made before **January 15, 2018.**

No payment other than the 5% bid deposit will be accepted until the Comptroller has approved the sales contract. Failure to execute and return the sales Contract to the *NYS DEC, Attn: State Timber Sales, 625 Broadway, 5th Floor, Albany, NY 12233-4255*, along with all other required documentation, within 30 calendar days of Notice of Award may result in forfeiture of the bid deposit and the awarding of this sale to the next highest bidder. Payments shall be in the form of check or money order made payable to the **"NYS Department of Environmental Conservation"** and submitted to *NYS DEC, Attn: State Timber Sales, 625 Broadway, 5th Floor, Albany, NY 12233-4255* before the date stipulated in the Payment Schedule.

D. Performance Bond

The executed contract must be accompanied by one of the following:

- a Surety bond
- a Bank/Certified check
- a Certificate of Deposit assigned to the Department of Environmental Conservation
- a Letter of Credit from a Federally chartered or State licensed financial institution

in the amount of **$5,000.00** for the faithful performance of the sales contract.

E. Notarizations

The following rules apply for any individual designated as **"Notary"** on all Department contracts:

- Any stockholder, director, officer, or employee of a corporation that is a party to the contract either as an individual OR as representative of the corporation may not take an acknowledgment /notarize.
- If the employee has an ownership interest in the company and a DIRECT monetary interest in the contract (their pay depends upon it and it alone) they may not take the acknowledgement /notarize. **An employee with no ownership interest in the company may notarize contract signatures.**

F. Insurance

The Contractor agrees to procure and maintain at its own expense and without expense to the DEC until final acceptance by the DEC of the services covered by this Contract, insurance of the kinds and amounts hereinafter provided by insurance companies licensed to do business in the State of New York, covering all operations under this Contract. This Contract shall be void and of no effect unless the Contractor procures all required insurance policies and maintains them until acceptance of the work. The certificate or certificates must contain the following information:

- The "Certificate Holder" box **MUST READ** as follows "**State of New York and the Department of Environmental Conservation"** with the address **"Attn: State Timber Sales, 625 Broadway, 5th Floor, Albany, NY 12233-4255."**
- In the "Description of Operation/Locations…" section, the **Contract Number and State Forest (X010322, Tompkins 3**) **must** be referenced.
- The certificate must list the "**State of New York and the Department of Environmental Conservation"** as additional insured, except with respect to workers' compensation and disability coverage. The insurance certificate(s) must contain an Endorsement in writing added to and made part of the insurance contract for the purpose of changing the original terms such that the State of New York and the Department of Environmental Conservation are added as additional

insured. In addition, the applicable insurance policy number(s) referenced on the certificate(s) must be referenced on the endorsement(s). A copy of the Endorsement, showing the State of New York and the Department of Environmental Conservation as additional insured, must be included.

- The certificate must set forth the policy provisions for notice of cancellation. If the number of day's written notice of cancellation is not on the certificate, a page from the policy that states the cancellation provisions must be included.

Upon execution of this Contract, the Contractor shall furnish to the DEC a certificate or certificates, in form satisfactory to the DEC, showing that it has complied with this Contract, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the DEC. The kinds and amounts of insurance required are as follows:

- Commercial General Liability Insurance with a limit of not less than $1,000,000 each occurrence. Such insurance shall cover liability arising from premises operations, independent contractors, products-completed operations, and broad form property damage, personal and advertising injury, cross liability assumed in a contract (including tort liability of another assumed in a contract).

- Comprehensive Business Automobile Liability Insurance with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.
    - If the Contractor does not own, rent or lease any registered vehicles and will not be using any vehicles on State Land, Comprehensive Business Automobile Liability Insurance shall not be required. DEC reserves the right to request proof of the same. However, the Contractor shall assume full responsibility and liability that owners and operators of any registered vehicles entering State Land to conduct work under this contract carry the same Automobile Liability Insurance of the kinds and amounts listed above.

- Policy covering the obligations of the Contractor in accordance with the provisions of the Workers' Compensation Law, Employers Liability, and Disability Benefits.

  The *only* forms which are accepted as proof of Workers' Compensation are as follows:

FORM #	**FORM TITLE**
C-105.2	Certificate of Workers' Compensation Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12	Certificate of Workers' Compensation Self-Insurance
GSI-105.2	Certificate of Participation in Worker's Comp Group Self-Insurance

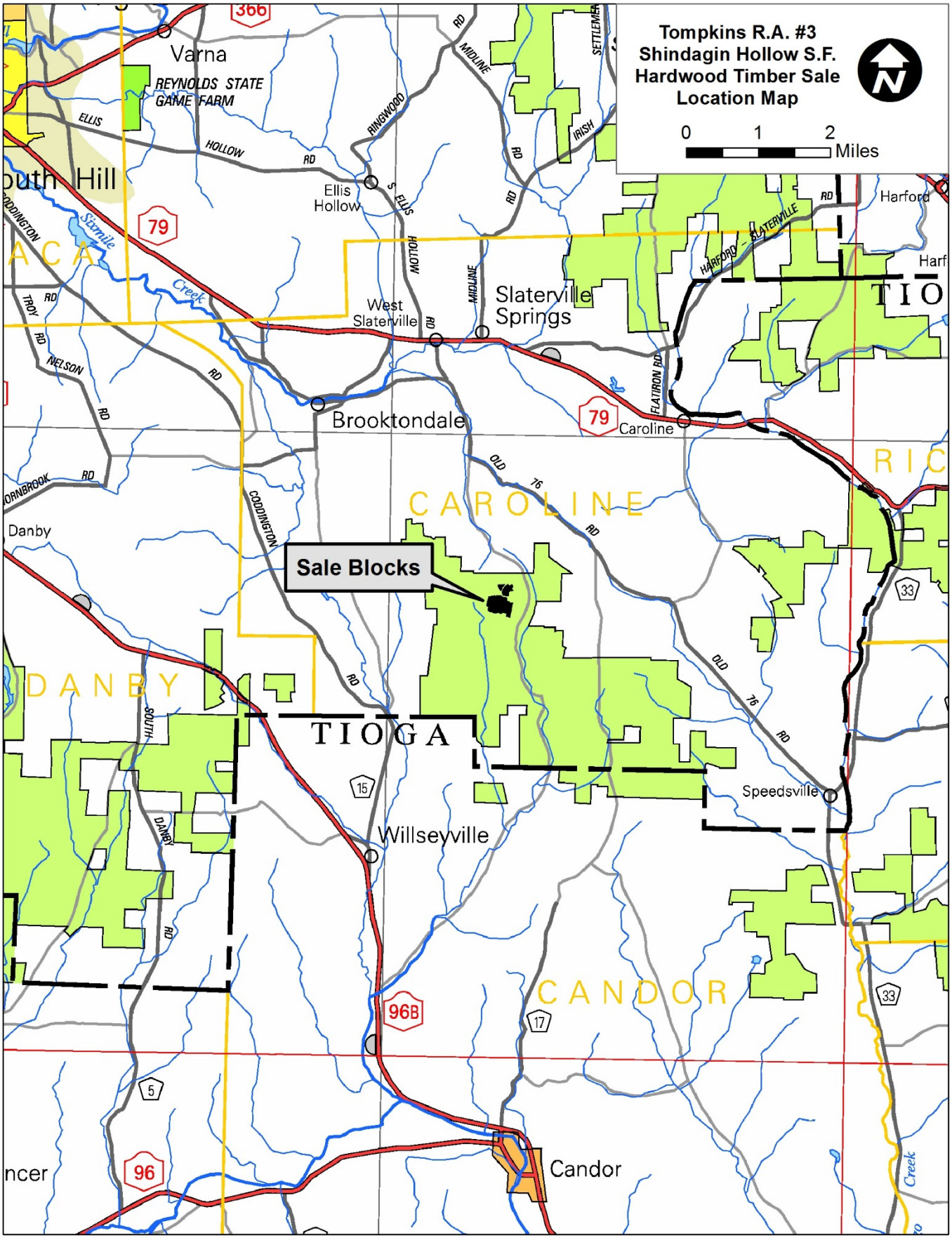
The *only* forms which are accepted as proof of Disability Benefits Insurance are as follows:

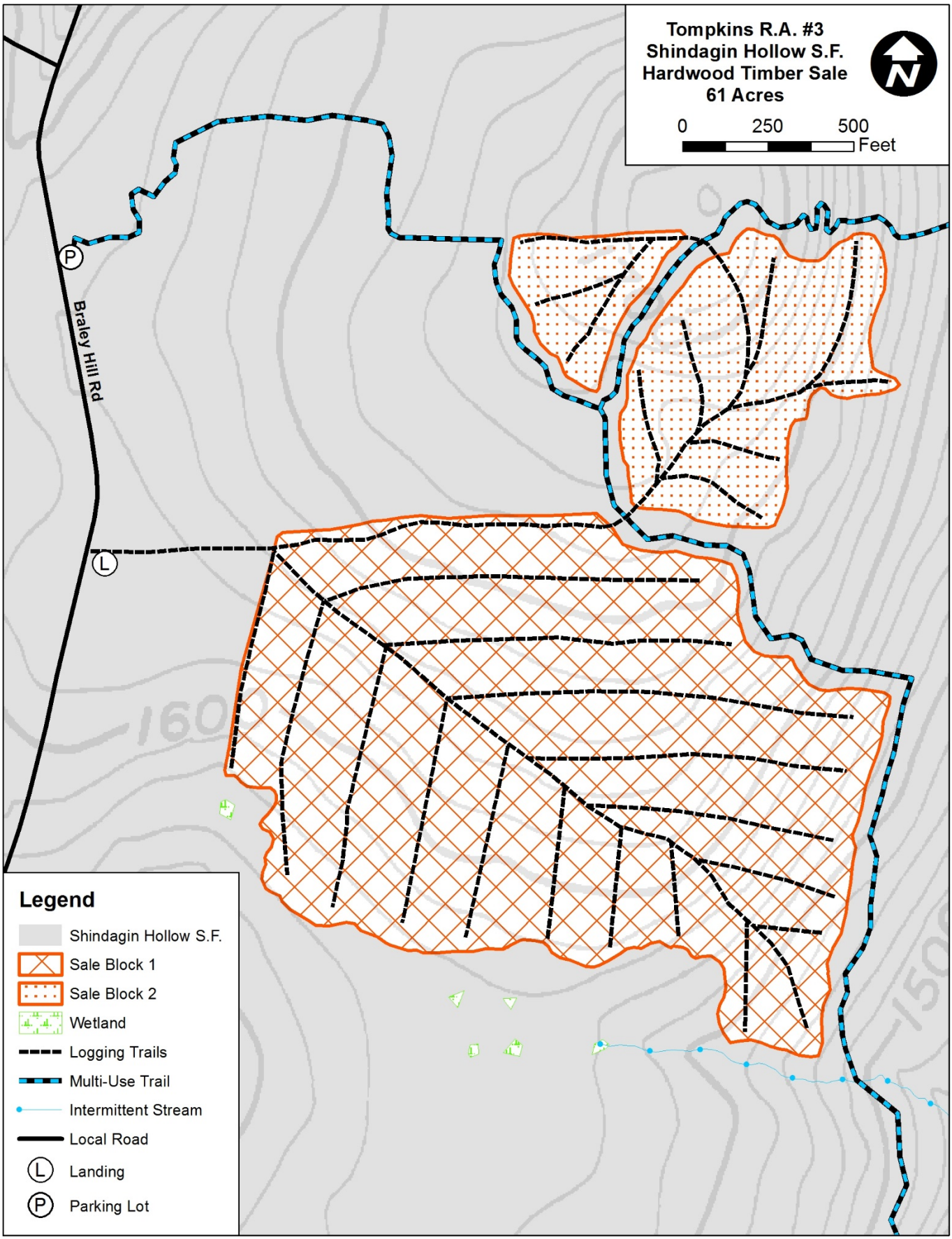
FORM #	FORM TITLE
CE-200	Certificate of Attestation of Exemption – (no employees)
DB-120.1	Certificate of Disability Benefit Insurance
DB-120.2	Certificate of Participation in Disability Benefit Group Self-Insurance
DB-155	Certificate of Disability Benefit Self-Insurance

An ACORD form is **NOT** an acceptable proof of Workers' Compensation coverage. **ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME**: "*NYS DEC, Attn: State Timber Sales, 625 Broadway, 5th Floor, Albany, NY 12233-4255*" as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder). Additional information can be obtained at the Worker's Compensation website: http://www.wcb.ny.gov

- The Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions as provided herein.

Basil Seggos
Commissioner


Tompkins R.A. #3
Shindagin Hollow S.F.
Hardwood Timber Sale
Location Map
0 1 2
Miles
Sale Blocks
Varna
REYNOLDS STATE GAME FARM
Ellis Hollow
West Slaterville
Slaterville Springs
Brooktondale
Caroline
Harford
Danby
Willseyville
Speedsville
Candor
CAROLINE
DANBY
TIOGA
CANDOR
366
79
15
96B
17
5
96
33
ELLIS HOLLOW RD
RINGWOOD RD
MIDLINE RD
SETTLEMENT
IRISH RD
S ELLIS HOLLOW RD
HARFORD - SLATERVILLE RD
FLATIRON RD
OLD 76 RD
CODDINGTON RD
TROY RD
NELSON RD
SOUTH DANBY RD
Stimple Creek


Tompkins R.A. #3
Shindagin Hollow S.F.
Hardwood Timber Sale
61 Acres
0
250
500
Feet
N
Braley Hill Rd
P
L
1600
1500
Legend
Shindagin Hollow S.F.
Sale Block 1
Sale Block 2
Wetland
Logging Trails
Multi-Use Trail
Intermittent Stream
Local Road
Landing
Parking Lot

NEW YORK STATE OF OPPORTUNITY | Department of Environmental Conservation

STATE OF NEW YORK
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

SALE OF FOREST PRODUCTS
PROPOSAL

Dear Sir:

I have examined the forest products offered for Public sale by the State of New York located on

Tompkins Reforestation Area #3, Shindagin Hollow State Forest;
Stands B-4, B-5 & B-10

and hereby bid the following price in accordance with the terms of the advertisement, Notice of Sale and Contract:

_____ dollars and

_____ cents

$ _____

(Minimum Acceptable Net Bid **$25,428.00** U.S.)

Enclosed is a 5% bid deposit of **$** _____

I understand that the forest products being offered for sale will be awarded to the highest responsible responsive bidder. If I am the successful bidder, I agree to abide by the terms of the Contract; to execute the Contract within 30 days of the notification of award, to pay the bid price in accordance with the payment schedule as specified in the advertisement, Notice of Sale and Contract, and to remove from State land by **October 1, 2019** all timber therein designated.

**** ALL ENTRIES MUST BE IN INK AND CLEARLY WRITTEN****

IMPORTANT NOTICE

The attached "Bidder's/Proposer's Certification" form must be completed, signed, and returned along with your Bid Proposal. Failure to include this form will result in disapproval of the bid.

CERTIFICATION

If you, or your firm, have been certified for and principles of the Forest Stewardship Council or the Sustainable Forestry Initiative, Please enter your certificate number here.

_____
Certification No.

_____
Date

_____
Phone

_____
E-Mail Address

_____
Legal Business Name

_____
If you use a DBA, please list DBA here

_____
By

_____
Title

_____
Address

_____

_____
Signature

_____
Company / Owner Federal Identification No.
Social Security Numbers should be used **only** if you do not have a Federal Identification Number

Contract No. **X010322**

BIDDER'S/PROPOSER'S CERTIFICATION

NON-COLLUSIVE BIDDING
AND
NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND
MACBRIDE FAIR EMPLOYMENT PRINCIPLES
AND
STATE ETHICS LAW PROVISION

BY SUBMISSION OF THIS BID AND BY SIGNING HEREUNDER THE BIDDER/PROPOSER, AND EACH PERSON SIGNING ON BEHALF OF SUCH PARTY CERTIFIES, AND IN THE CASE OF A JOINT BID/PROPOSAL, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

A. NON-COLLUSION State Finance Law §139-d

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. MACBRIDE FAIR EMPLOYMENT PRINCIPLES State Finance Law §165(5)

1. it or any individual or legal entity in which the bidder/proposer holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the bidder/proposer, either: (answer yes or no to one or both of the following, as applicable).

2. has business operations in Northern Ireland;

Yes _____ or No _____ (check answer) **IF YES, COMPLETE #3**

3. shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes _____ or No _____ (check answer)

C. STATE ETHICS LAW PROVISION

By submittal of this bid/proposal, the undersigned hereby certifies, for and on behalf of the bidder/proposer, that he is familiar with the following provisions of the State Ethics Law provisions applicable to post employment restrictions affecting former state employees: POL '73(8)(a)(i) the two year bar, and '73(8)(a)(ii), the life-time bar, and that submittal of this bid/proposal is not in violation of either provision, and that no violation will occur by entering into a contract or in performance of the contractual services, and further that the bidder/proposer recognizes that the Department may rely upon this certification.

Except as follows: (attach information if needed)

(Proposer is to make full disclosure of any circumstances which could affect its ability to perform in complete compliance with the cited laws. Any questions as to the applicability of these provisions should be addressed to the New York State Ethics Commission, 39 Columbia Street, Albany, N.Y. 12207: telephone #1-800-87-ETHICS.)

NOTE: All references to "bid" "bidder" shall be deemed to include "proposer" "proposal".

Date: _____

_____
Print Name and Title

_____
Signature