



Contract No. TX10283
NOTICE OF LOCAL SALE OF FOREST PRODUCTS

Version 7-2013

Pursuant to **Section 9-0505** of the Environmental Conservation Law, sealed bids for the following forest products located on **State Forest #23 (Lesser Wilderness State Forest)**, **Stands A-14, 15, 16** will be accepted at the NYS Department of Environmental Conservation, 7327 State Route 812, Lowville, New York, 13367, until Noon, **12:00 p.m., Wednesday, September 14, 2016**

SPECIES	DBH (Inches)	NO. OF TREES	ESTIMATED QUANTITY (MBF) (International 1/4" Log Rule)
Spruce ST	12"-20"	25	3.3 MBF more or less
SAWTIMBER TOTAL		25	3.3 MBF more or less
Pine Pulp	8"-20"	538	127.3 Cords more or less
SprucePulp	8"-24"	223	50.1 Cords more or less
Hdwd Firewood	8"-20"	135	23.7 Cords more or less
TOTAL SALE		921	3.3 MBF and 201.1 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 softwood stumpage is located in the **town of Turin in Lewis County**, **across from the Timberview Lodge, on Carpenter Road** on approximately **23 acres**. It will be sold to the highest approved bidder. Minimum acceptable bid shall not be less than **\$1,421.00 U.S.**

II. CONTRACT TERM

The Contractor will remove all material from State land and meet all the conditions of the sale contract by **September 15, 2017**. 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. **Requests for extensions shall be made in writing prior to Contract termination date.**

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.

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 water bars, 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

III. 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 quantity or quality of the stumpage advertised.

IV. MARKING

Trees for sale have been designated by the DEC as described below. **The trees for sale are marked with Aqua or Pink paint at breast height and on the stump. All trees so marked must be felled. Trees tallied for saw timber are marked with a ring (–) and spot (●). Trees tallied for firewood or pulp are marked with a ring (–). Individual sale trees are marked with Aqua paint. Skid trails are marked with double diagonal stripes (\\) in Pink paint. Trees marked with "B" are Bump trees to remain standing until skidding is completed in that section. Trees marked with three horizontal stripes (≡) indicate the boundary of the sale area. These trees are NOT included in the sale.**

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

The sale boundaries are shown on the attached Sale Map. **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.**

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.

V. LOG LANDINGS

Landing areas will be kept free of log ends and pieces. All material brought to the landing must be removed from state land. All haul roads, skid trails and landings shall be leveled and secured to restrict erosion at the completion of the sale to the satisfaction of the seller. The landing and any wet crossings shall be mulched and seeded with a native grass mix of:

- 5 lb/ac Orchard grass
- 10 lb/ac White Clover (inoculated)
- 10lb/ac Smooth Brome grass
- 2 lb/ac Red Top

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.

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.

The Contractor shall block with earthen mounds, the entrances to skid trails leading into the woods from landing areas at the completion of the sale to the satisfaction of the DEC.

VI. SKID TRAILS AND HAUL ROADS

The Seymour Road is a shared Public Forest Access Road and Private Right of Way Road. The contractor will need to leave the road in as good or better shape than when the harvest began.

There are two (2) wet crossing on the main skid trail. The Contractor is required to install sufficient corduroy at the crossing, enough to minimize rutting and sedimentation.

The main skid trails have been located on the ground and on the attached map by the DEC. **All main skid trails are marked with Pink paint. No additions or changes to these will be made without approval of the DEC. The Contractor shall cut and open main skid trails first before beginning harvesting within the sale area.**

Skidding of branched or forked stems will not be permitted. For branched or forked stems, the Contractor shall cut limbs off or cut to hinge the limb so as to reduce the

width of respective hitches. The Contractor shall utilize skidding techniques that will minimize damage to the residual stand. Individual hitches shall be no wider than the skidder.

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 on all roads and skid trails that may result in channelized sediment flow.

VII. HARVESTING

Cross-Country Ski trails are located through the sale area. They will only be crossed at designated areas. The crossing will be put back to the same or better conditions than at the start of the sale. All brush and tops will be pulled at a minimum of 25 feet back from any cross-country ski trail.

The Contractor is expected to employ directional felling techniques to minimize damage to the remaining stand. 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 tops shall be left within 45 feet of the centerline of any town road or state land access road or State land boundary. Tops shall be lopped so that no branch extends over 3 feet from the ground within 50 feet of the town highway.

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.

Wet season restrictions will suspend harvesting operations during the month of April and between November 1st and December 15th. Wet season restrictions may be shortened or extended depending on weather conditions. Exceptions must be approved by the DEC. In addition, no logging will take place during periods of wet and/or muddy conditions throughout the contract period.

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 area with work progressing toward the front, cutting all designated trees as the job progresses. Exceptions must be approved 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.

VIII. ADDITIONAL SALE RELATED WORK

NONE

IX. 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.

X. 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' 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.

XI. 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.

XII. 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).

XIII. 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.

XIV. TERMS OF BIDDING

Proposal blanks, envelopes for mailing bids and any other information relative to this proposed sale

maybe obtained from **Andrea Mercurio, Forester I**, NYS DEC, **7327 State Route 812, Lowville**, New York **13367**, telephone **(315) 376-3521, ext. 208**, or by email at andrea.mercurio@dec.ny.gov .

Bids must be submitted via mail, delivery service, or in person. All bids must be submitted on forms and sealed in envelopes. Alternate forms of bidding will not be accepted. All bids must be submitted only on forms provided by D.E.C., must be signed by the bidder, and must be enclosed in an envelope with the State Forest Number, Stand Number(s), and bid opening date written on the FRONT. Alternate forms of bidding will not be accepted. Successful bidders will be notified by phone or mail.

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. In the event that the same bids were received at the same time, the sale will be rebid.

The successful bidder must execute a contract and pay for the sale and bond (payable by check only, no cash), by 12:00 p.m., NOON on or before Wednesday, September 21, 2016. Failure to do so will result in awarding of the sale to the next highest bidder. Bidders failing to execute the contract will be prohibited from bidding on State sales for a period of three months or from being on any new State contracts for three months.

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 will cause rejection of the bid. 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.

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.

XV. 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 the appropriate DEC office, along with all other required documentation, within 7 calendar days of Notice of Award.

The successful bidder will not commence operations hereunder until full payment is made, and a fully executed copy of the sales contract is received by him/her.

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

Failure to execute and return the sales Contract to the appropriate DEC office, along with all other required documentation, within 7 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.

D. Performance Bond

A performance bond of \$500 or 20% of the winning bid, whichever is more, will be required once awarded the contract. The Performance bond will be returned in full to the buyer upon satisfactory completion of the sale.

E. 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 **“7327 State Route 812, Lowville, NY 13367”**.
- In the “Description of Operation/Locations...” section, the **Contract Number and State Forest (TX10283, Lewis RA #23, Stands A-14, 15, 16)** **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).
 - For contracts valued at less than \$10,000 the Contractor may choose to arrange with the DEC to purchase an insurance permit that covers general liability insurance that meets the Commercial General Liability Insurance requirement. An annual premium shall be required on or before April 1 of each year the contract is in effect.

- 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:

<u>FORM #</u>	<u>FORM TITLE</u>
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:

<u>FORM #</u>	<u>FORM TITLE</u>
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:** The New York State Department of Environmental Conservation, **7327 State Route 812, Lowville, NY 13367** 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.

F. Iran Divestment Act

By entering into this Contract, Contractor certifies that it is not on the "*Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012*" list ("Prohibited Entities List") posted on the OGS website at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List.

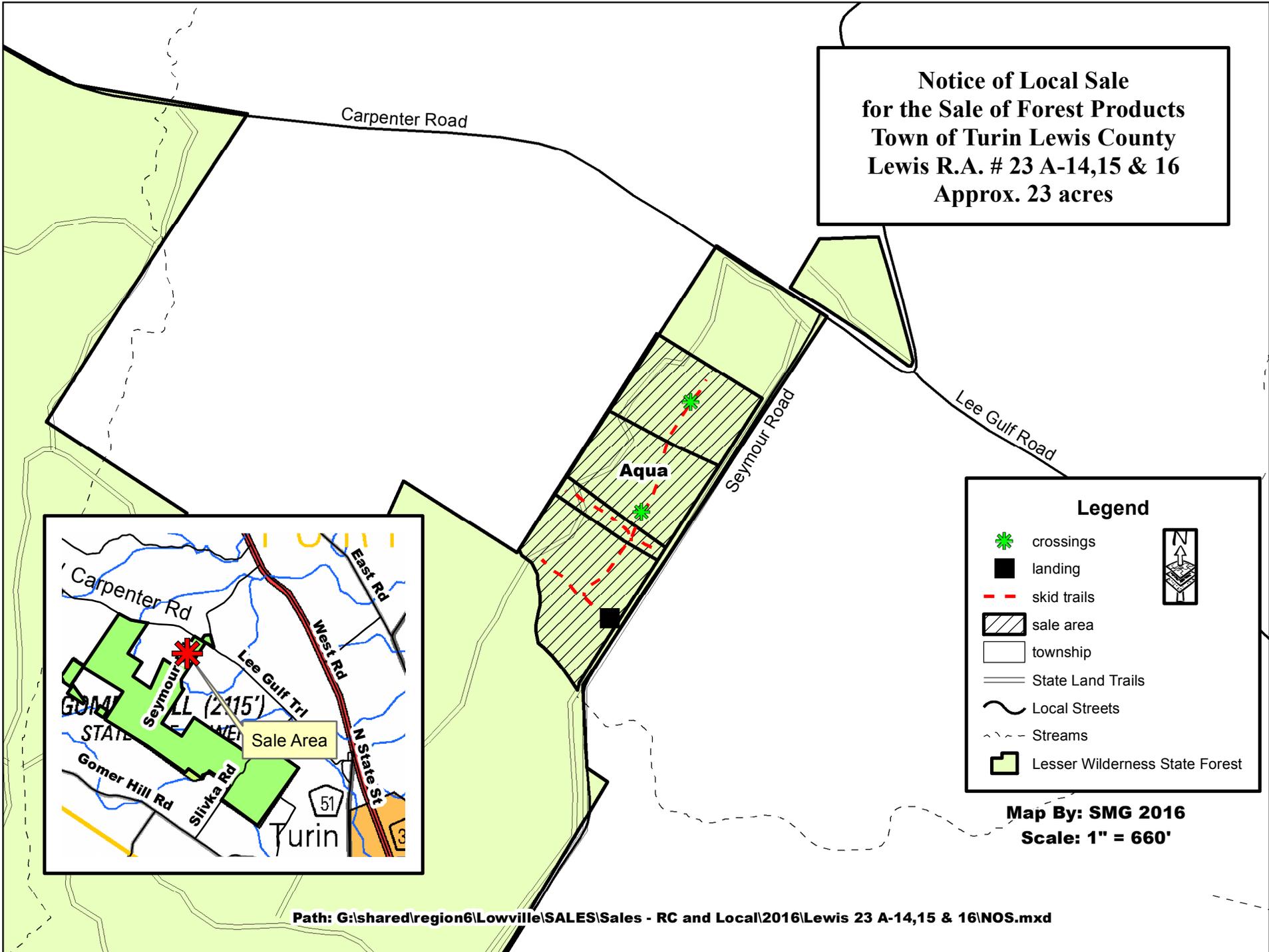
Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the Prohibited Entities List before the DEC may approve a request for Assignment of Contract.

During the term of the Contract, should the DEC receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the DEC will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the DEC shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

The DEC reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the Contract, and to pursue a responsibility review with Contractor should it appear on the Prohibited Entities List hereafter.

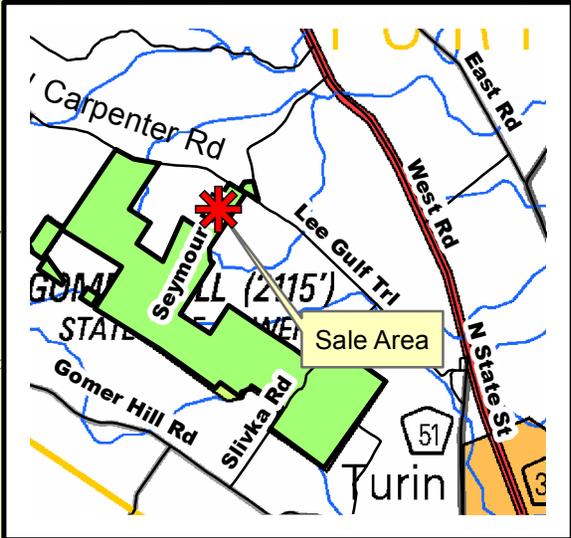
Basil Seggos
Commissioner

**Notice of Local Sale
for the Sale of Forest Products
Town of Turin Lewis County
Lewis R.A. # 23 A-14,15 & 16
Approx. 23 acres**



Legend

- crossings
- landing
- skid trails
- sale area
- township
- State Land Trails
- Local Streets
- Streams
- Lesser Wilderness State Forest



**Map By: SMG 2016
Scale: 1" = 660'**



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 Reforestation Area Lewis #23 (Lesser Wilderness State Forest), Stand A-14, 15 & 16 marked in Aqua and Pink

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 \$1,421.00 U.S.)

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 and pay for the wood by 12:00 p.m., NOON, Wednesday, September 21, 2016, and to remove from State land by September 15, 2017, all timber therein designated.

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

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.

Form with fields for Certification No., Date, Phone, and E-Mail Address.

Form with fields for Legal Business Name, DBA, By, Title, Address, and Signature.

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