



Contract No. TX11530
NOTICE OF SALE OF FOREST PRODUCTS
Maple Tapping

Version 4-2019

Pursuant to Section 9-0505 of the Environmental Conservation Law, sealed bids for the following forest products located on **Oswego Reforestation Area #14 (Battle Hill State Forest), Stand(s) A-25** will be accepted at the NYS Department of Environmental Conservation, Forestry Office – Salmon River Fish Hatchery, 2133 County Route 22, Altmar, NY 13302, until **11:00 a.m., Thursday, May 23, 2019.**

SPECIES	DBH (Inches)	NO. OF TAPS:
Sugar and red maple	10-24+”	400
TOTAL SALE:		400 taps

*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 products 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

This maple tapping area is located in the **Town of Redfield in Oswego County**, on approximately **8 acres**. The tapping of maple trees, in accordance with the provisions of this Contract, in order to extract maple sap thereon will be sold to the highest approved bidder. The bid amount shall be the total contract payment for tapping. Minimum acceptable bid shall not be less than **\$1,500.00 U.S.**

II. CONTRACT TERM

Unless modified as provided herein, this Contract shall begin on **July 15, 2019** and will end on **June 15, 2024**. All maple tapping and sap production materials associated with this contract must be removed from State land by that date. A request for one (1) 30-day extension period must be made at least 30 days in advance of termination date. Only one (1) extension period will be granted for this sale, no exceptions will be made.

III. NOTIFICATIONS

The Contractor will notify the DEC no less than five (5) business days prior to Contractor's intent to commence work on State land 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.

DEC may determine that work is needed to properly stabilize the job site at certain times of year. 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.

Pursuant to §9-1501 and § 71-0703 (6) (b) of the ECL, should any tree be cut, destroyed or injured, except as allowed by this contract or otherwise approved by the DEC, the Contractor may be liable for a penalty of \$250.00 per tree or treble damages or both.

The DEC may reserve at-risk trees from tapping or suspend tapping operations at any time in the event that forest health is diminished or threatened by disease, fungus, insect defoliation, storm damage, or drought.

Site inspections shall be conducted by DEC personnel, using the attached inspection form. This inspection shall consist of a sample of tapped trees, inspecting taps per tree, tree size, tree marking and location, as well as inspection for stand damage and forest health. Any inspection that reports at least 5% of sampled trees in violation of tapping guidelines, shall result in a follow up inspection by the DEC and may be grounds for termination of this Contract.

IV. SALE QUANTITY ESTIMATION

The quantity of tappable trees and total taps was estimated by DEC by conducting a walk-through and visually estimating the size of trees. Only Sugar Maple (*Acer saccharum*) and Red Maple (*Acer rubrum*) are counted in the estimated quantity of tappable trees. The number of total taps is calculated by multiplying the number of tappable trees by the allowable taps per tree.

The DEC does not guarantee the estimated quantity of tappable trees or taps within the advertised sugarbush. Bidders are encouraged to visit the sale area to assess the advertised sugarbush before submitting their bid.

V. MARKING

Tappable trees will not be marked by the DEC. The general sale area is shown on the Sale Map. On the ground, the boundary is marked in **Orange** with two horizontal stripes (=). These trees are included in the sale and may be tapped. Trees marked with **Yellow** paint indicated the State Forest boundary. These trees are not included in the sale and may not be tapped.

VI. EQUIPMENT LOCATION AND MAINTENANCE

The DEC shall not be responsible for any damage to or loss of equipment left on site, including tubing, tanks, etc...

The Contractor must use a tubing system to carry sap to the collection area. The Contractor may place buckets for roadside collection in the sale area, within 15' of roads designated on the attached Sale Map.

A suggested sap collection area has been located by the DEC to provide roadside access to the sugarbush as indicated on the attached Sale Map. Any site work to improve the sap collection area to accommodate the specific needs of the Contractor will be done at the Contractor's expense and only with the approval of the DEC. Alternate sap collection locations will be considered by the DEC but must be approved before any work is done to improve the site.

The Contractor may place a collection tank and vacuum pump along with any associated tubing, generator, and sap releasers at a location designated by the DEC. A temporary storage shed structure may be placed at this location to house equipment. Temporary structures must be constructed in such a manner to readily be removed at the end of the contract without significantly altering the site. Permanent structures such as a concrete slab foundation or sugar house may not be constructed or located on State land. Trailered equipment, such as portable burners and reverse osmosis machines may be parked at the sap collection area.

The Contractor shall keep the sugarbush and collection area free of any litter, including garbage, oil cans, papers and equipment parts. The sap collection area shall be kept in a neat condition and free of woody debris.

Wastewater may be discharged during reverse osmosis; however, such wastewater must be free of petroleum products and other chemicals, must be discharged at least 150' from streams and may not be discharged directly onto road or trail surfaces.

Tanks, tubing and other equipment may be washed with water. They may **not** be washed with detergent or chlorine solution on State land unless the following mitigative measures are employed:

- Contractor must notify the DEC at least 5 days prior of the intent to conduct the cleaning and of the intended timing of the cleaning.
- Solution may be pumped from the bottom of the system or sucked into the system through a spout/drop under the following conditions:
 - The solution may contain bleach, hydrogen peroxide, alcohol (ethanol or isopropyl), pan clean (acid), commercial tubing cleaner, or other detergent but must be at least 80% water.
 - It must be drained directly into the collection tank and the tank may not be emptied on State land.

VII. VEHICULAR USE, ACCESS AND SIGNAGE

The Contractor may use registered automobiles on the town and county roads bordering the sale area. Use of ATVs, small 4x4 tractors and snowmobiles may be used by the Contractor only within the sale boundary for sugarbush establishment and maintenance. Snowmobiles may also be used on designated snowmobile trails and town roads where permitted.

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 sugarbush.

The Contractor shall secure all roads, trails and the sap collection area 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. 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. The Contractor shall prevent ruts on all roads and trails that may result in channelized sediment flow. Moreover, the Contractor shall prevent all ruts within the sale boundary.

The Contractor may not establish exclusive use of the sale area and may in no way obstruct public access or Department use except as specifically stated within the terms of this Contract.

The DEC may post informational signage indicating the presence and purpose of the sale. No signage may be posted restricting public access to the sale area.

VIII. TAPPING GUIDELINES

The Contractor is fully responsible for identifying tappable trees and determining the number of taps per tree, in accordance with the following guidelines.

Tappable trees are those Sugar Maple and Red Maple trees within the sale boundary with a diameter-at-breast-height (DBH) of 10” or greater (circumference of 32 inches or greater).

The allowable taps per tree are as follows: trees with a DBH less than 10” may **not** be tapped, trees with a DBH (Diameter Breast Height = 4.5 feet above the ground on the uphill side) between 10” and 17” are allowed 1 tap per tree, trees with a DBH between 18” and 24” are allowed 2 taps per tree and trees with a DBH of 25” or greater are allowed 3 taps per tree.

For multi-stem trees that separate within 4.5 feet from the ground each stem shall be considered one tree, for trees that fork higher than 4.5 feet from the ground, the stems shall be collectively considered a single tree.

In trees with more than one tap, the Contractor should place tap holes as far apart as possible. Tap holes should not be placed closer than three inches horizontally and twelve inches vertically from any previous tap hole sites. Holes should not be placed closer than three inches horizontally from a visible dead seam if possible. Tap holes shall not exceed 5/16” in diameter and shall be drilled no deeper than 1.5” total depth into the tree’s white wood. Trees shall be tapped only once per year. Taps must be removed from each tree at the end of each sugaring season, no later than May 1st.

The Contractor may not employ re-tapping, re-boring, reaming, double-tapping nor any other taphole freshening activities. No sanitizing materials may be used in tap holes.

All tubing systems shall be installed and managed according to best management practices as outlined in “North American Maple Syrup Producers Manual 2nd Edition” or approved successor document(s).

Mainlines shall be attached to trees in a way that does not cause harm or injury to the tree. The Contractor may propose tree protection methods, which may include use of wood blocks or rubber sheaths and must be approved by the DEC. No wire, nails, or bolts are allowed in trees.

Mainlines must have occasional sections with ground clearance of 8 feet or more. These sections should be at least 5 feet wide and occur at a spacing of at least once every 100 feet. The mainline may be left in place during the offseason. Feeder lines must be removed or raised at the end of each sugaring season (no later than May 1st) to facilitate foot travel and may be reinstalled after December 15th.

IX. VEGETATION MANAGEMENT

The Contractor may, at its own expense, employ vegetation management within the sale boundary in accordance with this Contract. This can include removal of invasive shrubs such as Japanese barberry or multiflora rose by mechanical means or hand-pulling.

The Contractor may not engage in agricultural activities that affect vegetative success such as controlling tree pests, applying pesticides, fertilizing, liming, irrigating, and hunting and trapping nuisance animals. Exceptions must first be approved by the DEC.

The Contractor may fell any tree under 3" DBH, only if necessary to improve access and safety within the sugarbush. Should the Contractor wish to cut any merchantable tree with a DBH of 3" or greater, approval must be granted by the DEC and the Contractor must reimburse the DEC at the price per species prescribed by the most recent NYS DEC Stumpage Price Report. This payment shall be in addition to the bid amount and paid within 30 days of the cutting of the tree(s) per local contract.

X. RARE, ENDANGERED, THREATENED OR SPECIAL CONCERN SPECIES

The DEC reserves the right to implement temporary restrictions on the Contractor's 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.

Undesignated 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. The tree may be cut into lengths that are easy for the contractor to move off of any impacted tubing or mainline. In this situation, when the Contractor cuts a undesignated 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 in the sugarbush or within 100' of the sale boundaries during tree cutting 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 are 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. Any person working in a crew with a person operating a chainsaw must also wear a hard hat.

XIII. LOGGER TRAINING REQUIREMENTS

Any person who will perform any duties related to the felling, handling and removal of small trees (< 3" DBH) and brush under this contract, regardless of whether they are an employee of the

Contractor, shall be either, *Trained Logger Certified*[®] (TLC) through the New York Logger Training Program (NYLT) or, shall read and understand the contents of the State of New York Department of Health publication 'Logging Safety: A Field Guide' prior to undertaking activities authorized by this contract.

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. SEXUAL HARASSMENT PREVENTION CERTIFICATION

State Finance Law §139-l requires bidders on state procurements to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training (that meets the minimum requirements of section two hundred one-g of the NYS Labor Law and Department of Labor's model policy and training standards) to all its employees.

Where competitive bidding is required pursuant to statute, rule or regulation, every bid made to the state or any public department or agency of the state must contain the following statement:

"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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law."

Bids that do not contain the certification will not be considered for award; provided however, that if the bidder cannot make the certification, the bidder shall provide a signed statement with their bid detailing the reasons why the certification cannot be made. After review and consideration of such statement, the DEC may reject the bid or may decide that there are sufficient reasons to accept the bid without such certification.

Bidders are required to sign and submit the attached Sexual Harassment Prevention Certification form. If the bidder cannot make the certification, then a signed statement must be submitted with the bid detailing the reasons why the certification cannot be made.

XVI. TERMS OF BIDDING

Proposal blanks, envelopes for mailing bids and any other information relative to this proposed sale may be obtained from **Erin Jennings**, Senior Forester, NYS DEC, 2133 County Route 22, Altmar, New York 13302, telephone (315) 298-7467, or by email at erin.jennings@dec.ny.gov.

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 address listed below, 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 form and Sexual Harassment Prevention Certification form. The original Bid Proposal, Bidders/Proposers Certification form, Sexual Harassment Prevention Certification form 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, 2133 County Route 22, Altmar, NY 13302," and clearly showing only the following information:

<i>Bidders Name Here</i>	SEALED BID ENCLOSED	<i>Postage Here</i>
<i>Return Address Here</i>	<u>DO NOT OPEN</u>	
NYS DEC 2133 County Route 22 Altmar, NY 13302		
PROPOSAL: <u>TX11530, Oswego RA #14</u>		
Bid Opening: <u>11:00 AM, Thursday, May 23, 2019</u>		

Each proposal must be accompanied by a deposit of 10% 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 and "SEXUAL HARASSMENT PREVENTION 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.

XVII. 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 operations. The Contractor will execute and return the sales contract to "NYS DEC, 2133 County Route 22, Altmar, NY 13302," 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 <http://www.osc.state.ny.us/vendors/index.htm>.

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 = 10% of purchase price previously paid as bid deposit.
- 2nd Payment = 90% of purchase price within 30 days of the date of the Notice of Approval.

No payment other than the 10% 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, 2133 County Route 22, Altmar, NY 13302*, 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, 2133 County Route 22, Altmar, NY 13302* 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 **\$500.00**, 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 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.

The Contractor shall furnish to the DEC a certificate or certificates with the appropriate endorsements showing that it has complied with this Article. The insurance documentation shall provide that:

- Liability and protective liability insurance policies shall provide primary and non-contributory coverage to the DEC for any claims arising from the Contractor's Work under this contract, or as a result of the Contractor's activities. Insurance policies will not be accepted that:
 - remove or restrict blanket contractual liability located in the "insured contract" definition (as stated in Section V, Number 9, Item f in the ISO CGL policy) so as to limit coverage against claims that arise out of work; or
 - remove or modify the "insured contract" exception to the employers liability exclusion; or
 - do not cover the additional insured for claims involving injury to employees of the named insured or subcontractors.

- **The State of New York, NYS Department of Environmental Conservation, its officers, agents and employees**, with the address: **NYS DEC, 1285 Fisher Ave., Cortland NY 13045**, shall be listed as Certificate Holder on all liability insurance certificate(s), as “Additional Insureds” on endorsement(s) and on additional supporting documentation.
- In the “Description of Operation/Locations...” section, the **Contract Number and State Forest (TX11530, Oswego #14) must** be referenced.
- The policies shall include a **Waiver of Subrogation** endorsement in favor of the DEC as an additional insured. The endorsement shall be on ISO Form number CG 24 04 or a similar form with same modification to the policy.
- Policies shall not be changed or canceled until thirty (30) days prior written notice has been given to the DEC; as evidenced by an endorsement or declarations page.
- Insurance documentation shall disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Contract.
- Endorsements in writing must be added to and made part of the insurance contract for the purpose of changing the original terms to reflect the revisions and additions as described. A copy of these endorsements must be provided to the DEC.
- Applicable insurance policy number(s) referenced on the ACORD form must be referenced in the supporting documentation requested by the DEC and supplied by the insurance company (e.g. endorsement page, declarations page, etc.).
- When coverage is provided by a non-admitted carrier, a copy of the declarations page along with the ELANY stamped certification wording affixed to the certificate of insurance must be provided to ensure that the excess line insurance has met all of the requirements for a valid excess line transaction in accordance with Article 21 of the New York State Insurance Law.
- Worker’s Compensation and Disability Benefits certificates shall name the **New York State Department of Environmental Conservation, with the address: NYS DEC, 1285 Fisher Ave., Cortland, NY 13045**, as entity requesting proof of coverage.
- This Contract shall be void and of no effect unless the Contractor procures the required insurance policies and maintains them until acceptance or completion of the work, whichever event is later. If at any time during the term of this contract the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in the Contract or proof thereof is not provided to the DEC, the Contractor shall immediately cease Work on the Project. The Contractor shall not resume Work on the Project until authorized to do so by the DEC.
- Should the Contractor engage a subcontractor, the Contractor shall impose the insurance requirements of this document on the subcontractor. Contractor shall determine the required insurance types and limits, commensurate with the work of the Subcontractor. The Contractor will maintain the certificate or certificates and endorsements for all subcontractors hired as part of the Contractor’s records.

The following types and amounts of insurance are required for this Contract:

1. Workers’ Compensation:

For work to be performed in New York State, the Contractor shall provide and maintain full New York State coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Workers’ Compensation Law.

Evidence of Workers’ Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers’ Compensation Board:

FORM #	FORM TITLE
C-105.2	Certificate of Workers' Compensation Insurance (September 2007, or most current version)
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12/ GSI-105.2	Certificate of Workers' Compensation Self-Insurance
CE-200	Certificate of Attestation of Exemption (when Contractor meets the requirements.)

All forms are valid for one year from the date the form is signed/stamped, or until policy expiration, whichever is earlier.

Please note that ACORD forms are NOT acceptable proof of New York State Workers' Compensation Insurance coverage.

Additional information can be obtained at the Workers' Compensation website:

<http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

2. Disability Benefits:

For work to be performed in New York State, the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Disability Benefits Law. Any waiver of this requirement must be approved by the DEC and will only be granted in unique or unusual circumstances.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

FORM #	FORM TITLE
DB-120.1	Certificate of Insurance Coverage under the New York State Disability Benefits Law
DB-155	Certificate of Disability Self-Insurance
CE-200	Certificate of Attestation of Exemption (when Contractor meets the requirements.)

All forms are valid for one year from the date the form is signed/stamped, or until policy expiration, whichever is earlier.

Please note that ACORD forms are NOT acceptable proof of New York State Disability Benefits Insurance coverage.

Additional information can be obtained at the Workers' Compensation website:

<http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

3. Commercial General Liability Insurance:

Contractor shall provide and maintain Commercial General Liability Insurance (CGL) covering the liability of the Contractor for bodily injury, property damage, and personal/advertising injury arising from all work and operations under this contract.

The limits under such policy shall not be less than the following:

- Each Occurrence limit – \$1,000,000
- General Aggregate – \$2,000,000

Coverage shall include, but not be limited to, the following:

- premises liability;
- independent contractors;
- blanket contractual liability, including tort liability of another assumed in a contract;
- defense and/or indemnification obligations, including obligations assumed under this contract
- cross liability for additional insureds;
- products/completed operations for a term of no less than 3 years, commencing upon acceptance of the work, as required by the contract;
- explosion, collapse, and underground hazards;
- contractor means and methods; and
- Liability resulting from Section 240 or Section 241 of the New York State Labor Law.

Limits may be provided through a combination of primary and umbrella/excess liability policies

For contracts valued at less than \$10,000.01. 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 \$5.00 premium shall be required on or before April 1 of each year the contract is in effect.

4. Business Automobile Liability:

Contractor shall provide and maintain Business Automobile Liability insurance covering liability arising out of the use of any registered motor vehicle in connection with the contract, including owned, leased, hired and non-owned vehicles. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000.

If the Contractor does not own, lease or hire any registered motor vehicles or will not be using any vehicles on State Land proof of Business Automobile Liability Insurance shall not be required for this Contract. However, Contractor is required to execute “*Business Automobile Liability Insurance Attestation.*”

The Contractor shall assume full responsibility and liability that owners and operators of any registered motor vehicles entering State Land to conduct work under this contract carry the same Business Automobile Liability Insurance of the kinds and amounts listed above. DEC reserves the right to request proof of the same.

5. Umbrella and Excess Liability:

When the limits of the CGL, Auto, and/or Employers’ Liability policies procured are insufficient to meet the limits specified, the Contractor shall procure and maintain Commercial Umbrella and/or Excess Liability policies with limits in excess of the primary; provided, however, that the total amount of insurance coverage is at least equal to the requirements set forth above. Such policies shall follow the same form as the primary.

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

Basil Seggos
Commissioner

INSPECTION FORM - SALE OF FOREST PRODUCTS (MAPLE TAPPING)

Oswego #14 (Battle Hill State Forest), Stand A-25

Town of Redfield in Oswego County

Contract No. TX11530

To be completed by DEC personnel

The following inspection was conducted on _____, during maple tapping operations.
(date)

Tapping Guidelines

(Inspect outside the sale boundary)

Trees tapped outside the sale boundary: _____
(# of trees)

(Inspect tap placement and check that taps per tree is appropriate to tree size)

Total tapped trees inspected: _____
(# of trees)

Trees incorrectly tapped: _____
(# of trees)

Stand Damage

(Report damage to standing trees resulting from use of equipment, hand tools, vehicles and tubing system installation)

Damage to trees:

(Report any rutting in the sugarbush or on roads leading to the stand)

Rutting:

Forest Health

(Report diminished or threatened health due to disease, fungus, insect defoliation, storm damage or drought)

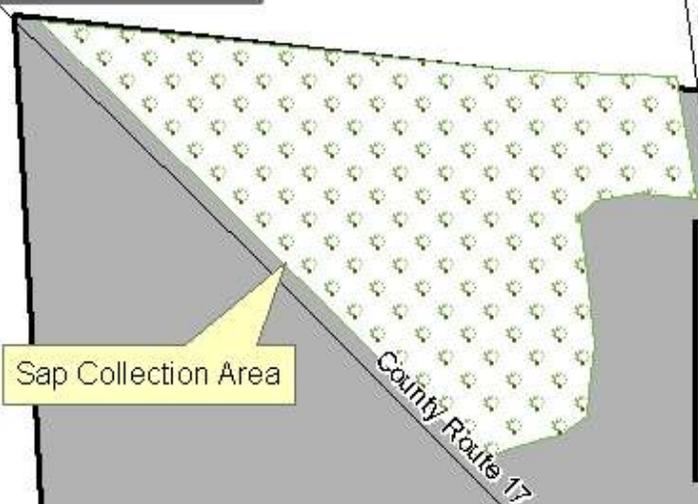
Conditions:

Signed: _____ Date: _____

Print Name:

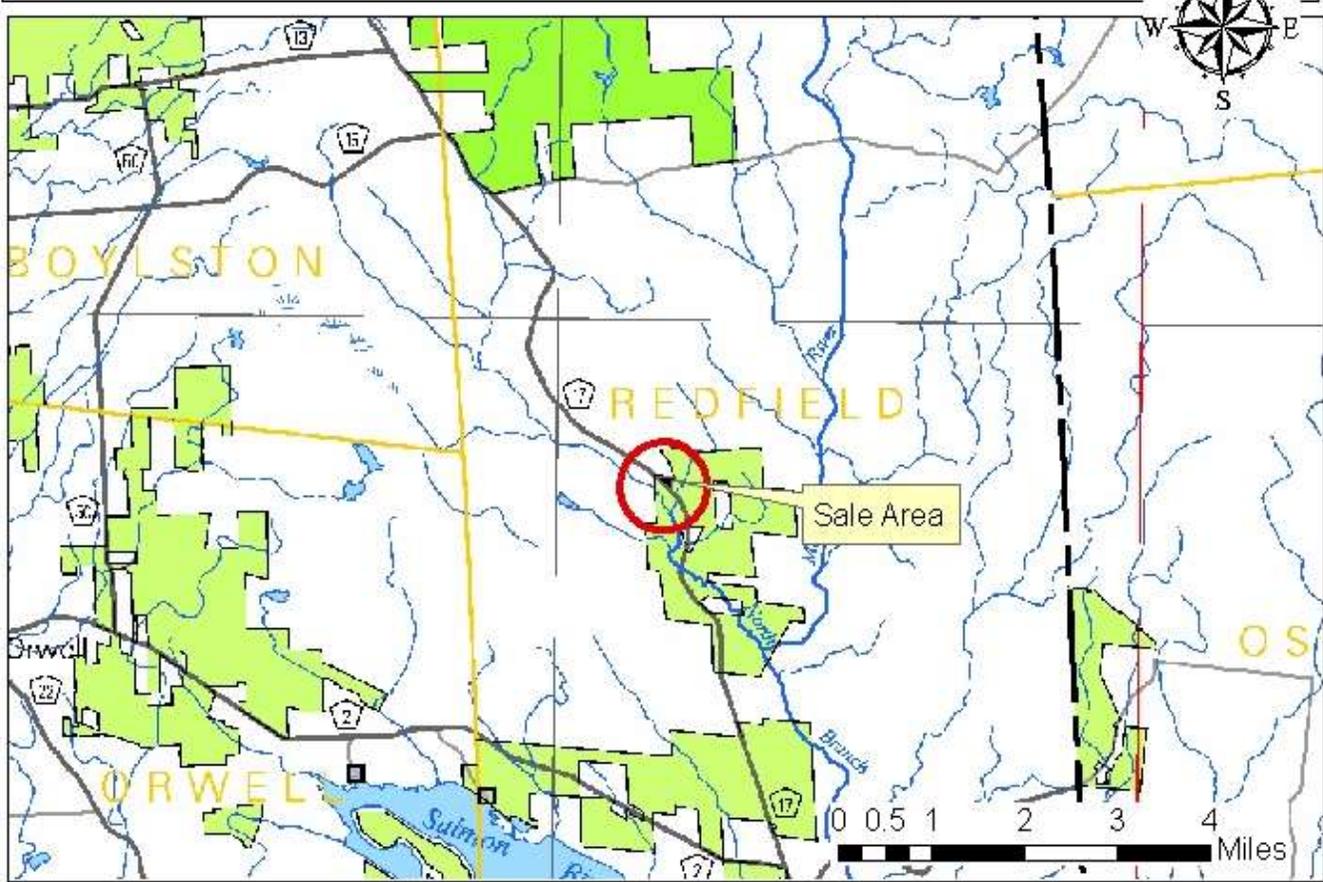
Title:

**Oswego RA#14
Battle Hill State Forest
Maple Tapping Sale
8.1 Acres**



Legend

- Battle Hill State Forest
- Sale Area
- Local Street





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

Oswego Reforestation Area # 14, Battle Hill State Forest; Stand A-25

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 **\$1,500.00** U.S.)

Enclosed is a 10% 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 June 15, 2024 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

* **PLEASE SEE OTHER SIDE**

Contract #: TX11530

Sexual Harassment Prevention Certification Form

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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Company Name: _____

Signature: _____

Print Name and Title: _____

Date: _____

If the above certification cannot be made, the bidder must submit a signed statement below detailing the reasons why the certification cannot be made.

Company Name: _____

Signature: _____

Print Name and Title: _____

Date: _____

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