New York State Department of Environmental Conservation
Division of Lands and Forests, Region 6
Herkimer Sub-Office
225 North Main Street
Herkimer, NY 13350
Tel: 315-866-6330
Website: www.dec.ny.gov

Contract No. **X0000054**

NOTICE OF SALE OF FOREST PRODUCTS

Version 10.7.2025

Pursuant to Section 9-0505 of the Environmental Conservation Law, sealed bids for the following forest products located on **Oneida Reforestation Area # 21 (Canada Creek State Forest), Stand(s) A-10.2 & A-18.2** will be accepted at the NYS Department of Environmental Conservation, Division of Fiscal Management, 625 Broadway, 10th Floor, Albany, New York 12233-5025, until **11:00 a.m., Thursday, February 12, 2026**

SPECIES	DBH (Inches)	NO. OF TREES	ESTIMATED QUANTITY (MBF) (International 1/4" Log Rule)
European Larch	**12"-22"**	**3,650**	**360 MBF more or less**
White Pine	**12"-24"**	**2,071**	**229 MBF more or less**
SAWTIMBER TOTAL		**5,721**	**589 MBF more or less**
TOTAL SALE		**5,721**	**589 MBF 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* ***BV-FM/COC-002027 (FSC-C002027),*** *and* ***SFI 100% Certified Forest Content*** *under certificate number* ***BVC-SFIFM-017898****.* **In the event the harvest site is selected for auditing while this contract is in effect, the Contractor may be required to meet with the DEC and/or Forest Certification auditors on site during the term of this contract. If required, the Contractor shall be notified a minimum of five (5) business days in advance.**

IMPORTANT SALE NOTES

This is a summary of special terms and requirements of the sale to consider when formulating your bid. Please read the entire bid prospectus for a full description of the points listed below.

- Estimated Quantity includes a mix of European Larch, White Pine, and hardwoods species.
- Salvage operation resulting from the June 22, 2025, wind event. Harvest all white pine and larch blown down, uprooted or wind damaged stems with in the Blue 2 stripe boundary. Blown down hardwoods may be harvested; however, quality and volume cannot be guaranteed.
- MBF is estimated and based on 2008 inventory data.

- Unit values for all sawtimber were derived from the New York State Stumpage Price Report Winter 2025.
- Unit values for the sawtimber in the blowdown salvage harvest area were reduced by 50% to account for many of the trees being blown down, uprooted, snapped, and/or damaged
- There is no winter harvest for stand A18.2

I. LOCATION AND MINIMUM BID

This softwood stumpage is located in the **Town of Lee in Oneida County**, on approximately **46 acres**. It will be sold to the highest approved bidder. Minimum acceptable bid shall not be less than **$32,312.50 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 31, 2027.** 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. **In order to facilitate approval of extensions prior to contract expiration, requests for extensions, along with all other required documentation, shall be made in writing at least 60 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.

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: (https://www.dontmovefirewood.org/resources/dont-move-firewood-2021-new-york-poster/).

Notice to bidders: If you are the end user of firewood you may required to remit sales tax, per the New York State Department of Taxation and Finance (https://www.tax.ny.gov/pubs_and_bulls/tg_bulletins/st/sales_tax_rate_publications.htm). The table below lists the jurisdictions that impose a local tax on residential sales of wood for heating, and the applicable tax rate.

Taxing jurisdiction (county names added for clarification)	**Tax rate %**
Allegany County	4½
Cattaraugus County (outside the following)	3
Olean (city)	3
Salamanca (city)	3
Cayuga County (outside the following)	4
Auburn (city)	4
Chemung County	4
Norwich (city) *(Chenango County)*	3
Cortland County	4
Erie County	4¾
Franklin County	2
Oneida (city) *(Madison County)*	2
Niagara County	4
Orleans County	4
Oswego (city) (Oswego County)	4
Rockland County	4
Schenectady County	4
St. Lawrence County (outside the following)	4

Ogdensburg (city)	4
Suffolk County	2½
Tioga County	3
Tompkins County (outside the following)	4
Ithaca (city)	4
Westchester County (outside the following)	4
Mount Vernon (city)	4
New Rochelle (city)	3
Yonkers (city)	4½
New York City	4½

B. Dig Safe NY Notice

It shall also be the Contractor's responsibility to contact Dig Safe New York for underground facility location prior to commencing work, 1-800-962-7962. The DEC is willing to do the Dig - Safe locations for the Contractor as a service. However, this will require at least 5 business days' notice in advance, and the Contractor must be ready to start work within 10 days of the stake out.

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. Overall sale volume was estimated based on 2008 Forest Inventory Data.

Additionally, volume deductions were made for visible defects; however, the DEC does not guarantee the estimated 5,721 stems, volume or quality of the stumpage advertised.

V. MARKING

The trees for sale are NOT marked. Any blown down, uprooted, or wind damage trees will be taken within the sale boundaries. Any standing softwoods 12" DBH and above are included in this sale. All standing hardwoods are NOT a part of the sale and shall not be cut. Any standing softwoods 11" DBH and below are also NOT including in the sale and shall not be cut. There will be a 100 foot no cut zone on either side of the stream that passes through the sale area. Any standing trees within this zone are NOT included in the sale and shall not be cut.

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 marked with two horizontal blue stripes (=) indicate the boundary of the sale area. These trees are NOT included in the sale and shall not be cut. 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.

VI. LOG LANDINGS

The Contractor shall improve two log landings in Stands A 10.2 & A 18.2 with shale and/or cobble stone located off of Harris Road. The Contractor shall install a layer of geotextile construction fabric on the surface of each landing prior to spreading shale or cobbles. The Contractor shall install 40 cubic yards of shale, cobbles, or a combination of both at each of these two landing locations to improve the surface conditions. The surface area of the improved landing should be a minimum of 3,000 square feet. The Contractor shall install materials prior to the start of timber harvesting. All brush, treetops 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.

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 landings to the satisfaction of the DEC. 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. The DEC Forester reserves the right to request mulching and seeding of log landings and wet sections if deemed necessary. Seed mix shall be a native grass seed mix of:

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

VII. ACCESS SYSTEM

The main logging trails have been located on the ground and on the attached map by the DEC. There are NO marked main skid trails through the stand. Salvage operation will require the Contractor to cover the entire salvage area to recover downed stems. While not marked out the Contractor shall try their best to concentrate the skidding to one main access route to the best extent possible. Skidding will not be allowed on the snowmobile trail that passes through the sale area during winter.

No additions or changes to skid trail locations will be made without approval of the DEC.

The Contractor shall corduroy each crossing of wet areas using logs laid perpendicular to the trail. Corduroy logs must have a 10-inch minimum top diameter and be at least 4 feet longer than the width of any harvesting equipment. The Contractor may also use timber mats or temporary bridges in these locations. Upon completion of harvesting operations, the Contractor shall remove the corduroy and other improvements and restore the area to the satisfaction of the DEC. Corduroy, timber mats or temporary bridges must be

implemented to the satisfaction of the DEC following the New York State Forestry Best Management Practices for Water Quality –BMP Field Guide (BMP Field Guide).

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: https://extapps.dec.ny.gov/docs/lands_forests_pdf/forestrybmp.pdf. 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.

If an area of the skid trail becomes wet, rutted or muddy the Contractor shall install adequate corduroy to prevent rutting on those sections of the skid trail to the satisfaction of the DEC. Adequate corduroy is described as round wood with a small end diameter not less than 4-inches and a total length of 4 feet longer than the widest piece of equipment in the sale area. Larger diameter corduroy may need to be utilized to support heavier equipment. Adequate corduroy is to be placed perpendicular to the skid trail to provide floatation as equipment crosses and to prevent sedimentation and rutting.

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

There will be NO winter harvesting in stand A18.2 due to the snowmobile trail that runs through the 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 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.

Active timber harvesting operations and new start-ups will be evaluated through October to determine if skidding and/or forwarding may begin or continue into the early winter season (November 1st to December 31st). Forwarding or skidding will generally not be allowed during November and December unless site conditions are favorable for the continuation of harvesting operations due to good drainage patterns or persistent freezing conditions. Exceptions may be granted by the DEC based upon specific site conditions.

Harvesting operations will be suspended from April 1st through July 1st due to spring mud-season and bark slip season. No exceptions will be considered.

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

Due to the blown down nature of the sale area, harvesting may begin at the log landing areas and progress towards the back of the sale area.

Harvesting may begin in any Area provided it is in compliance with the payment schedule. Once harvesting has begun in an Area, the harvesting must be completed in that Area before beginning work in a new Area.

Seeps, intermittent streams and wetlands will be flagged after contractor has started. The Contractor shall winch out any blown down or uprooted trees in these designated areas.

Hiking/biking/snowmobile trails may be present in Block B. Any tops, slash or debris must be kept at least 25 feet from all trail edges. All debris and materials within 25 feet of the trail will have to be pulled back.

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. This does not apply to uprooted stumps.

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. Care will also be taken to not damage any of the regeneration or residual standing timber. 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

None.

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.

Non-designated 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 a non-designated 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. LOGGER TRAINING

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 maintain current (non-expired) certification under a Sustainable Forestry Initiative State Implementation Committee (SFI SIC) approved training program or equivalent program which includes a continuing education component, for the duration of the timber sale contract. Examples of acceptable training programs include, but are not limited to, the following:

New York Logger Training (NYLT)
Pennsylvania SFI Professional Timber Harvester Training Program
Vermont Logger Education to Advance Professionalism (LEAP)
Massachusetts Department of Conservation and Recreation Harvester License
Maine Certified Logging Professional Program
New Hampshire Professional Loggers
Maryland/Delaware Master Logger Program
Ohio Master Logger Certification

The DEC reserves the right to evaluate additional certification, licensing or training programs to determine whether they are comparable to the minimum standards for the above-listed programs. Evaluation and final determination for such programs shall be conducted by the Chief of Bureau of Forest Resource Management (BFRM) or the BFRM's State Forests Section Leader.

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 certification or license numbers (TLC number or equivalent) or a copy of the worker's logger training certificate (TLC certificate or equivalent) of any worker who will perform any duties related to the felling, handling and removal of trees.

If a worker's certification, licensing or training expires during the contract period that worker shall not perform any timber sale tasks related to the felling, handling and removal of trees until proof of current certification, licensing or training is provided to the DEC.

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.

Workers who are not certified by an SFI SIC approved training program (or equivalent) 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-certified worker is actively pursuing certification by an SFI SIC approved training program (or equivalent. A contractor certified by an SFI SIC approved training program (or equivalent) may only supervise one non-certified worker (1:1 ratio) at any given period during the life of this contract. The Contractor shall inform the DEC when the worker receives certification by an SFI SIC approved training

program (or equivalent) and provide proof of certification upon request.

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

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 28-29 of the New York State Forestry BMP Field Guide – 2018 Edition.

For more information please reference the DEC Spills webpage https://dec.ny.gov/environmental-protection/site-cleanup/chemical-petroleum-spills and the Spills Hotline number 1-800-457-7362.

All petroleum spills that occur within New York State (NYS) must be reported to the Spills Hotline within 2 hours of discovery, except spills which meet **all of the following criteria:**

1. The quantity is known to be less than 5 gallons; **and**
2. The spill is contained and under the control of the spiller; **and**
3. The spill has not and will not reach the State's water or any land; **and**
4. The spill is cleaned up with 2 hours of discovery

XV. DIESEL EMISSIONS REDUCTION ACT 2006

In 2007, New York State passed legislation establishing the Diesel Emissions Reduction Act 2006 (DERA.) This Act amended the Environmental Conservation Law (ECL) by adding Section 19-0323 which requires the use of best available retrofit technology (BART) and ultra low sulfur diesel fuel (ULSD) for heavy duty vehicles owned or operated by, including on behalf of, state agencies and state or regional public authorities. The Department has promulgated regulations (6 NYCRR Part 248) to provide guidance on provisions of the law. The regulations may be found on the Department's website at http://www.dec.ny.gov/regs/2492.html.

The successful bidder must comply with the specifications and provisions of ECL Section 19-0323 and NYCRR Part 248, which require the use of BART and ULSD, unless specifically waived by the Department. Qualifications for a waiver under this law are the responsibility of the successful bidder.

XVI. 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.

XVII: EXECUTIVE ORDER No. 16

Executive Order No. 16 provides that "all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia." The complete text of Executive Order No. 16 can be found at https://www.governor.ny.gov/executive-order/no-16-prohibiting-state-agencies-and-authorities-contracting-businesses-conducting. The Executive Order remains in effect while sanctions against Russia imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations. As defined in Executive Order No. 16, an "entity conducting business operations in Russia" means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership. Vendors responding to this solicitation are required to complete and submit the form entitled "Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia".

XVIII. GENDER-BASED VIOLENCE AND THE WORKPLACE CERTIFICATION

State Finance Law §139-m requires bidders on state procurements to certify that they have a written policy addressing gender-based violence and the workplace and have provided such policy to all of its employees, directors and board members. Such policy shall, at a minimum, meet the requirements of subdivision 11 of section five hundred seventy-five of the executive law.

Where competitive bidding is required pursuant to statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, 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 gender-based violence and the workplace and has provided such policy to all of its employees, directors and board members. Such policy shall, at a minimum, meet the requirements of subdivision 11 of section five hundred seventy-five of the executive 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 Department 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 Gender-Based Violence and the Workplace 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.

XIX. TERMS OF BIDDING

Proposal blanks and any other information relative to this proposed sale may be obtained from **Jessica Mosher,** Forester 1, NYS DEC, 225 North Main Street, Herkimer New York, 13350, telephone (315) 866-6330, ext. 113, or by email at jessica.mosher@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 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, Executive Order No. 16 Certification, Sexual Harassment Prevention Certification*, *and Gender-Based Violence and the Workplace Certification, along with the bid deposit,* and must be submitted in a bid envelope, supplied by the DEC or in an envelope addressed to "**NYS DEC, Division of Fiscal Management, 625 Broadway, 10th Floor, Albany, New York 12233-5025,**" and clearly showing the following information:

Bidders Name Here	**SEALED BID ENCLOSED**	***Postage Here***
Return Address Here	**DO NOT OPEN**	

NYS DEC
Division of Fiscal Management
625 Broadway, 10th Floor
Albany, NY 12233-5025

PROPOSAL: X0000054, Oneida 21
Bid Opening: 11:00 AM, February 12, 2026

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", "SEXUAL HARASSMENT PREVENTION CERTIFICATION", "EXECUTIVE ORDER No. 16 CERTIFICATION", and "GENDER-BASED VIOLENCE AND THE WORKPLACE CERTIFICATION" forms must be completed, signed, and returned along with your bid Proposal. Failure to include these forms 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.

XX. 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 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 ***(if there is a request to adjust the payment schedule, it must be made 30 days prior to any payments due, and there is only one change allowed in the lifetime of the contract):***

- 1st Payment = 10% of purchase price previously paid as bid deposit.
- 2nd Payment = 25% of purchase price prior to commencement of harvesting operations in Block A.
- 3rd Payment = 65% of purchase price prior to the commencement of harvesting operations in Block B.

Regardless of harvesting activity completed or commenced, the Contractor shall make payments in the amount of **50%** of the purchase price before **December 31, 2026** (recommend 12-18 months before expiration date), and shall make payments in the amount of **100%** of the purchase price before **April 30, 2027**. (No later than 6 months before contract expiration date. If this is a shorter contract (1 or 2 years), please adjust 50% and 100% payments appropriately.)

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, 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 Cashier's/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 **$7,500.00** or 20% of the bid price, whichever is less, 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 shall be required to procure, at their sole cost and expense, and shall maintain in force at all times during the term of any Contract resulting from this solicitation, policies of insurance as required herein. All insurance required herein shall be written by companies that have an A.M. Best Company rating of "A-," Class "VII" or better. In addition, companies writing insurance intended to comply with the requirements herein should be licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York. The Department may, in its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other documents demonstrating the company's strong financial rating. If, during the term of a policy, the carrier's A.M. Best rating falls below "A-," Class "VII," the insurance must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above.

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 employer's liability exclusion; or
    - do not cover the additional insured for claims involving injury to employees of the named insured or subcontractors.

- **The People of the State of New York, NYS Department of Environmental Conservation, its officers, agents and employees,** with the address: "**NYS DEC, Attn: State Timber Sales, 625 Broadway, 5th Floor, Albany, NY 12233-4255,"** 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 Forest (<u>X0000054, Oneida 21</u>) <u>must</u>** be referenced.

- All applicable insurance policies pertaining to this article shall include a **Waiver of Subrogation** in favor of the People of the State of New York, Department of Environmental Conservation, and their officers, agents, and employees as additional insureds.

- Said Additional Insured coverage shall be in the form of an endorsement or specified by policy as blanket coverage per written contract.

- 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.).

- Worker's Compensation and Disability Benefits certificates shall name the ***New York State Department of Environmental Conservation*****, with the address: NYS DEC, Attn: State Timber Sales, 625 Broadway, 5th Floor, Albany, NY 12233-4255**, 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 <u>NOT</u> 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. <u>Commercial General Liability Insurance:</u>

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 $10,000.00, 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 in the performance of the contracted services, proof of Business Automobile Liability Insurance shall not be required for this Contract. However, Contractor is required to execute "*Business Automobile Liability Insurance Attestation."*

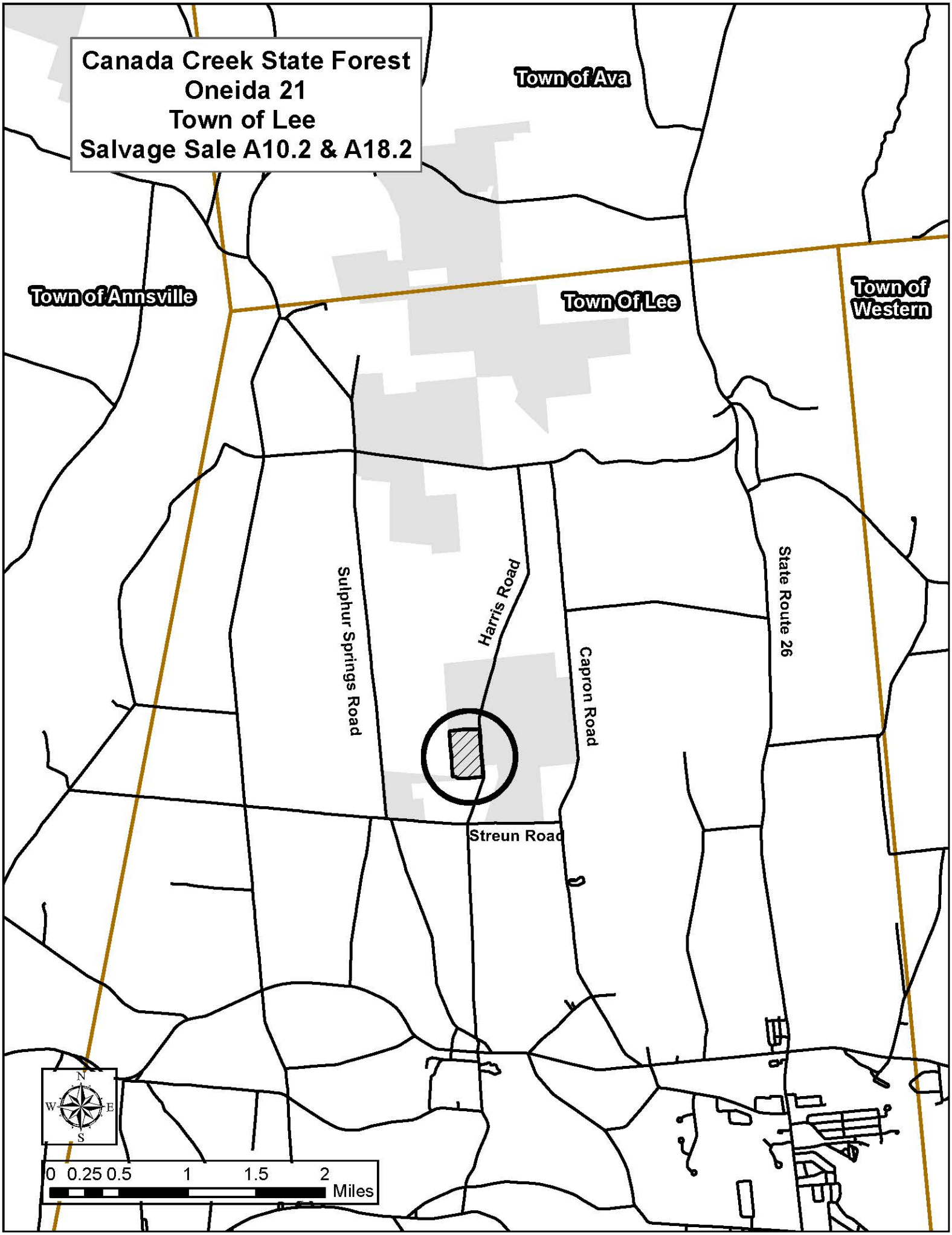
The Contractor shall assume full responsibility and liability that owners and operators of any registered motor vehicles to conduct work under this contract carry the same Business Automobile Liability Insurance of the kinds and amounts listed above. DEC reserves the right to request proof of the same.

5. Umbrella and Excess Liability:

When the limits of the herein above required liability insurance 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.

Amanda Lefton
Commissioner


Canada Creek State Forest
Oneida 21
Town of Lee
Salvage Sale A10.2 & A18.2
Town of Ava
Town of Annsville
Town Of Lee
Town of Western
Sulphur Springs Road
Harris Road
Capron Road
State Route 26
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0 0.25 0.5 1 1.5 2
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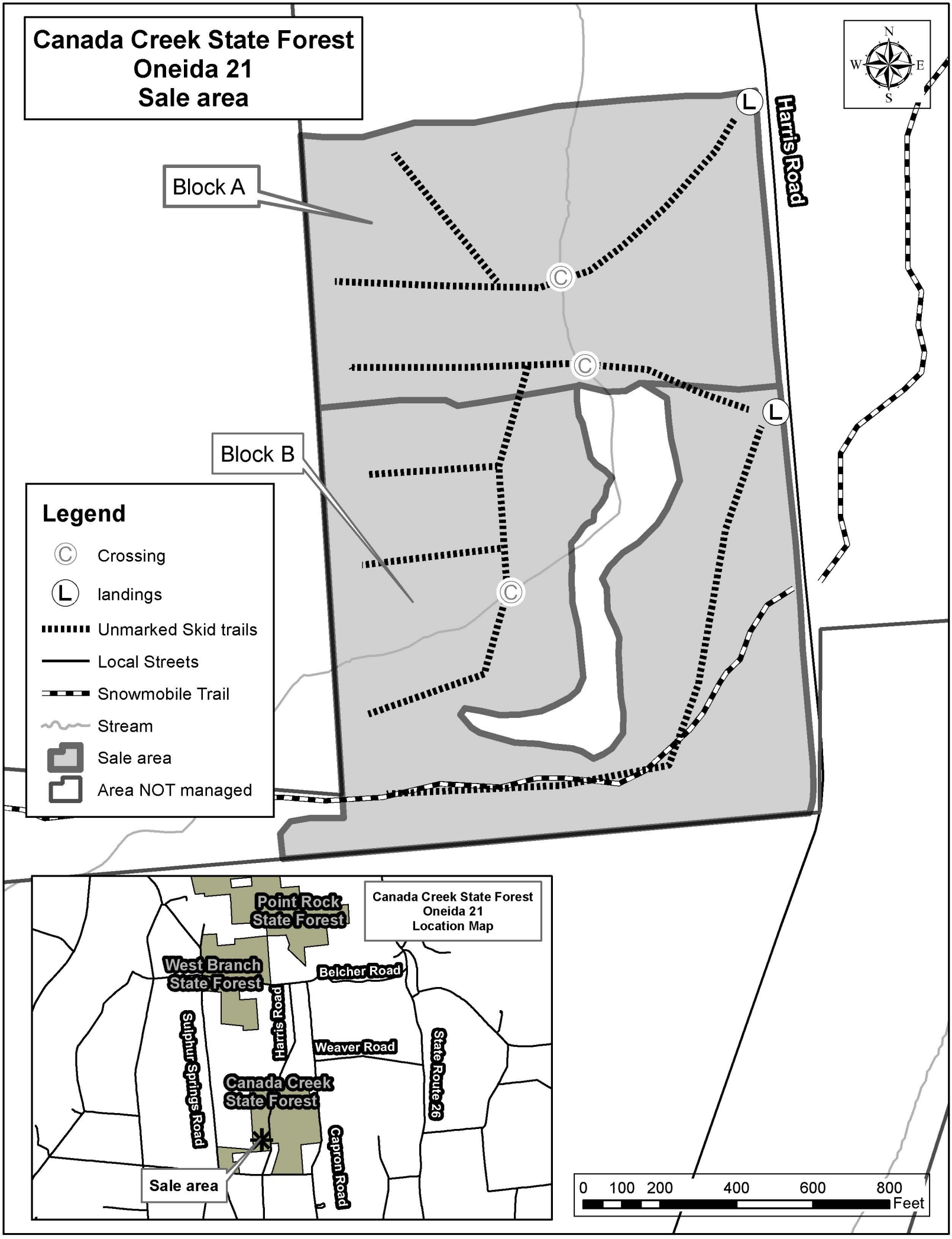
Canada Creek State Forest
Oneida 21
Sale area
N
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Harris Road
Block A
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C
Legend
Crossing
landings
Unmarked Skid trails
Local Streets
Snowmobile Trail
Stream
Sale area
Area NOT managed
Point Rock State Forest
West Branch State Forest
Belcher Road
Harris Road
Sulphur Springs Road
Weaver Road
State Route 26
Canada Creek State Forest
Capron Road
Sale area
Canada Creek State Forest
Oneida 21
Location Map
0 100 200 400 600 800
Feet

Contract No. **X0000054**

NEW YORK STATE | Department of Environmental Conservation

STATE OF NEW YORK

DEPARTMENT OF ENVIRONMENTAL CONSERVATION

SALE OF FOREST PRODUCTS PROPOSAL

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

Oneida Reforestation Area # 21, Canada Creek State Forest, Stands A-10.2 & A-18.2

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 **$32,312.50.00** 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 **October 31, 2027** 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 #: X0000054

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: _____

Certification Under Executive Order No. 16
Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that "all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia." The complete text of Executive Order No. 16 can be found here.

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an "entity conducting business operations in Russia" means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

☐ 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.

☐ 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)

☐ 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)

☐ 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor's business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name: (legal entity) _____

By: (signature) _____

Name: _____

Title: _____

Date: _____

Contract No. (X0000054)

Gender-Based Violence and the Workplace 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 gender-based violence and the workplace and has provided such policy to all of its employees, directors and board members. Such policy shall, at a minimum, meet the requirements of subdivision 11 of section five hundred seventy-five of the executive 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:_____

Contract No.: X0000054

BIDDER'S/PROPOSER'S CERTIFICATION

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

BY SUBMISSION OF THIS BID/PROPOSAL 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/proposal 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/proposer or with any competitor;

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

3. No attempt has been made or will be made by the bidder/proposer to induce any other person, partnership or corporation to submit or not to submit a bid/proposal 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;

☐ No ☐ Yes (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.

☐ No ☐ Yes (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)

(Bidder/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 Joint Commission on Public Ethics, 540 Broadway, Albany, New York 12207. Telephone Number: 518-408-3976.

D. PROCUREMENT LOBBYING AFFIRMATION

The Undersigned affirms that it understands and agrees to comply with the procedures of the New York State Department of Environmental Conservation relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

Date: _____ Print Name and Title: _____

Signature: _____