



Anthony J. Picente Jr.
County Executive

Dennis S. Davis
Commissioner

Oneida County Department of Public Works
5999 Judd Road, Oriskany, New York 13424
Phone (315) 793-6213 Fax (315) 768-6299

**SALE OF 3622 SKYLINE DRIVE
KIRKLAND, NEW YORK**

Bid Ref. No. 2015
Book No. _____

Bid Opening
February 8, 2019
10:30 am

INVITATION TO BID

Sealed bids, subject to the conditions contained herein, will be received by the COMMISSIONER OF THE DEPARTMENT OF PUBLIC WORKS until 10:30 A.M., local time (Official DYMO Time Stamp) on Friday, February 8, 2019, and then publicly opened and read for:

**Sale of 3622 Skyline Drive
Kirkland, New York
Bid Ref. No. 2015**

The bid shall be submitted upon the proposal forms furnished herein and shall not be detached. **Failure to submit the bid upon the proposal forms furnished, or submission of the forms detached from the booklet, will result in automatic disqualification of bid.** The package containing the bid must be sealed, marked and addressed to the Oneida County Department of Public Works, 5999 Judd Road, Oriskany, New York 13424. Mark the bid reference number on the lower left corner of the outside of the envelope. Oneida County reserves the right to reject any and all bids received.

The County of Oneida, in order to promote its established Affirmative Action Plan, invites sealed bids from minority groups. This policy regarding sealed bids and contracts applies to all persons without regard to race, creed, color, national origin, age, sex or handicap.

Dated November 27, 2018

Dennis S. Davis
Commissioner of DPW

1. INSTRUCTION TO BIDDERS

1.1. Sealed bids will be received by the Commissioner of the Oneida County Department of Public Works (the Commissioner) at his office 5999 Judd Road, Oriskany, New York, in accordance with the published invitation for bids. The sealed bids will then be publicly opened and read aloud.

1.2. All bidding must be on the forms furnished by the Commissioner.

1.3. A deposit shall accompany the bid. Said deposit shall be the form of a certified check payable to the County of Oneida in the amount of Five Percent (5%) of the bid. Failure to submit a deposit shall result in automatic disqualification.

1.4. The Commissioner reserves the right to make such investigations as he deems necessary to determine the ability of the bidder to perform. The bidder shall furnish to the Commissioner all requested information. The Commissioner also reserves the right to reject any bid if the information submitted by, or the investigation of, such bidder fails to satisfy the Commissioner that such bidder is able to perform.

1.5. The Commissioner reserves the right to consider informal a bid not prepared and submitted in accordance with these specifications, or to waive informalities in any bid received. Oneida County also reserves the right to reject any and all bids without cause, pursuant to the best interest of the County.

1.6. No bidder may withdraw its bid within forty-five (45) days after the bids are opened, but may withdraw it at any time prior to the closing time for the reception of bids.

1.7. No bid may be accepted from any person or legal entity that is in arrears in taxes or upon debt or contract to or with the County or who has defaulted as a surety or otherwise upon a contract or obligation to the County, or who may be otherwise disqualified under any act of the legislature not inconsistent with the charter or code.

1.8. Contact Mark Laramie, PE, Deputy Commissioner of Engineering, at mlaramie@ocgov.net or at (315) 793- 6236 for any questions, or to schedule a site visit.

1.9. Bidders may, at their own expense, hire a professional to inspect the site on their behalf. All visitors to the site shall be accompanied by an Oneida County employee. No potentially dangerous activities, such as climbing the towers, will be allowed. Oneida County shall not be liable for any injuries that occur on the site.

1.10. Bids shall be ranked from lowest to highest, and the highest shall be awarded. Should that bidder fail to secure financing, the next highest bidder shall be awarded, until the list is exhausted. Should the list be exhausted, the County shall rebid.

1.11. The County will tender a warranty deed to the winning bidder, after approval of the County Board of Legislators.

1.12. The County may extend the opening of bids at its sole discretion. In such case, all bidders that have contacted the County regarding this bid will be notified individually, and a notice will be advertised publically.

2. PROPERTY DESCRIPTION

2.1. Property is located in the Town of Kirkland on Skyline Drive, Consists of approximately 7.914 acres, and is identified as Tax Map Parcel 346.000-1-72. Improvements include three (3) communication towers (identified as Tower 1, Tower 2 and Tower 3 on Exhibit A), and two (2) equipment shelters (identified as Equipment Shelter 1 and Equipment Shelter 2 on Exhibit A). The property is being sold “as is”. All other improvements located on said communication towers, within said equipment shelters, and located within said property boundaries are owned, operated, and/or maintained by tenants or utility companies.

2.2. The property is being sold subject to all existing easements, leases, and Right-of-Ways.

2.3. The leases of existing tenants may be obtained by contacting Mark Laramie, PE, Deputy Commissioner of Engineering, at mlaramie@ocgov.net or at (315) 793-6236. They are:

Communication Tower Annual Revenue Summary		
Tennant	2018	2019
AT&T/New Cingular Wireless- per year	\$ 18,000.00	\$ 18,000.00
FAMILY LIFE MINISTRIES, INC	\$ 6,300.00	\$ 6,489.00
GALAXY COMMUNICATIONS	\$ 5,580.00	\$ 5,747.40
NATIONAL GRID/NIAGARA MOHAWK	\$ 8,659.68	\$ 8,780.92
NEXNAV	\$ 6,753.00	\$ 6,955.64
ROSER COMMUNICATIONS	\$ 5,747.40	\$ 5,747.40
VERIZON/UPSTATE CELLULAR	\$ 27,174.96	\$ 30,305.52
Total Annual Revenue	\$ 78,215.04	\$ 82,025.88

3. GENERAL CONDITIONS

3.1. In submitting this bid, the bidder declares that it is, or they are, the only party or parties interested in said bid, that it is made without any connection with any other bidders; that the bid is in all respects fair and without collusion, fraud, or mental reservation; and that no official of the County, or any person in the employ of the County, is directly or indirectly interested in said bid or in the supplies or in any portion of the profits thereof.

- 3.2.** The bidder agrees to make no claim for damages for delay occasioned by an act or omission of the County of Oneida.
- 3.3.** The County of Oneida, in order to promote its established Affirmative Action Plan invites bids from underrepresented groups. This Affirmative Action Policy regarding sealed bids and contracts applies to all persons without regard to race, color, creed, national origin, age, sex or handicap.
- 3.4.** The bidder shall be solely responsible for paying any expenses associated with the preparation of its bid, and all closing costs.
- 3.5.** The bidder understands that prompt and ready performance is required by the County. The bidder shall immediately notify the County in writing of any difficulty in complying with any contract resulting from this Invitation to Bid.
- 3.6.** All applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by the County and the bidder.
- 3.7.** Each and every provision of law and clause required by law to be inserted into this Invitation to Bid shall be deemed to have been incorporated herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, the resulting contract shall be amended in writing, and signed by both parties to make such insertion.
- 3.8.** This Invitation to Bid shall be construed and enforced in accordance with the laws of the State of New York. The bidder expressly consents to personal jurisdiction in New York State. Any litigation relating to or arising out of this Invitation to Bid shall be heard in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York. The bidder expressly agrees to accept service of said action in accordance with New York State Civil Practice Law and Rules Section 311, New York State Business Corporation Law Section 306, and/or New York State Business Corporation Law Section 307, and such service shall be deemed good and sufficient.
- 3.9.** In case of a conflict between the amount written in words and the amount written in numerals on the Bid Forms, the amount written in words shall control.
- 3.10.** Bidder shall provide a bid deposit, as specified herein, with sealed bid. Bid deposits from unsuccessful bidders will be returned immediately following a bid award. Bid deposit from bidder receiving an award shall be applied to total amount due at property closing. Should the successful Bidder refuse or be unable to complete a property closing, the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to complete a property closing, the bid deposit shall not be forfeited to the Owner.

4. BID

The bidder hereby bids

_____ dollars (\$ _____)
write in words *write in numerals*

for the entire parcel of land located at 3622 Skyline Drive, Kirkland, New York, along with all improvements and associated leases.

A deposit in the amount Five Percent (5%) of the bid, which is

_____ dollars (\$ _____)
write in words *write in numerals*

is attached hereto.

Bidder Certification

The undersigned accepts all of the terms and conditions stated herein and warrants that the supplied bid will be effective from February 8, 2019 through February 8, 2020.

Legal Name of Person, Firm or Corporation

By: _____

Signature **Title**

Name Printed: _____

Address of Firm: _____

Phone: _____ **Fax:** _____

Email: _____ **Website:** _____

Federal ID# or SS#: _____

Dated: _____