

BID NOTICE

TOWN OF DERUYTER

SOLICITATION FOR BIDS FOR SALT/SAND STORAGE BUILDING

NOTICE IS HEREBY GIVEN, pursuant to Section 103 of the General Municipal Law, State of New York, that the Town of DeRuyter will receive sealed bids for the construction of a new 40' x 96' salt and storage building for the Town Highway Department located at 807 Utica Street, DeRuyter, NY. Bids will be received at the Town Municipal Offices, Genevieve D. Staley Civic Center, 735 Utica Street, PO Box 394, DeRuyter, NY 13052 until 2:00 pm on June 8, 2016, at which time bids shall be publicly opened and read aloud. All bids shall be submitted on bid forms supplied by the Town of DeRuyter. All bids must be sealed and clearly marked on the outside "Salt/Sand Storage Building Bid." Bids must be accompanied by a bid bond or other security in the form of a certified check, bank draft or money order, in the amount of 5% of the total bid price, along with a certificate of non-collusive bidding properly executed as required by law, and as further provided in the instructions to bidders. All bids shall be binding for 90 days subsequent to date of bid opening, and no bid may be withdrawn during such time.

The Town will supply general construction specifications to Bidders. All bids shall include the bidder's cost and commitment to provide stamped architectural and/or engineering drawings to construct the building in accordance with all applicable building codes. Final design drawings shall be subject to the approval of the Town of DeRuyter. Bidders shall clearly list and identify any and all exceptions to the Town specifications as part of the bid package. Failure to do so may result in rejection of the bid.

Building specifications, bid forms and non-collusion statement form may be obtained by contacting the Town of DeRuyter Offices at (315) 367-1350, downloaded from the Town of DeRuyter website www.deruyternygov.us, or downloaded from Empire State Bid System. Inspections of the intended construction site may be arranged by prior appointment by contacting Walter Cook, Highway Superintendent, at 315-852-6272.

Attention of bidders is called to the tax exempt status of the Town of DeRuyter, and therefore bidders shall not include in their bid any sales tax and compensating use taxes on the cost of materials which shall be incorporated in to the work. This is a municipal public works project, and bidders' wage rates must be in compliance with the requirements of Article 8 of the New York State Labor Law (prevailing wage).

The Town Board of the Town of DeRuyter reserves the right to reject any and all bids and to waive any informality which, in its opinion, serves the best interest of the Town of DeRuyter.

May 12, 2016

Daniel S. Degear, Town Supervisor

TOWN OF
DERUYTER

Bid instructions for bids for the preparation of stamped design and construction drawings and construction of a new 40' x 96' salt/sand storage building for the Town Highway Department.

- (1) ALL BIDS SHALL BE BINDING FOR 90 DAYS SUBSEQUENT TO DATE OF BID OPENING, AND MAY NOT BE WITHDRAWN DURING SUCH TIME PERIOD.
 - (2) BID OPENING: BIDS SHALL BE SUBMITTED AT THE TOWN MUNICIPAL OFFICES, GENEVIEVE D. STALEY CIVIC CENTER, 735 UTICA STREET, PO BOX 394, DERUYTER, NEW YORK 13052, BY 2:00 P.M. ON JUNE 8, 2016, AT WHICH TIME BIDS SHALL BE PUBLICLY OPENED AND READALoud.
 - (3) ALL BIDS MUST MEET OR EXCEED THE SPECIFICATIONS OR PROVIDE FOR PERFORMANCE EQUIVALENCE. DESIGN DRAWINGS SHALL BE SUBJECT TO THE APPROVAL OF THE TOWN OF DERUYTER. EXCEPTIONS TO THE SPECIFICATIONS MUST BE LISTED IN DETAIL ON THE BID FORMS PROVIDED. FAILURE TO LIST EXCEPTIONS MAY CAUSE YOUR BID TO BE REJECTED BY THE TOWN BOARD.
 - (4) ALL BIDS MUST BE SUBMITTED ON THE FORMS PROVIDED AND NO OTHER FORM OF BID SHALL BE ACCEPTABLE. ALL BIDS MUST BE ACCOMPANIED BY AN EXECUTED NON-COLLUSIVE BIDDING CERTIFICATE.
 - (5) THE TOWN BOARD RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS AND TO WAIVE ANY INFORMALITY WHICH IN ITS OPINION, SERVES THE BEST INTEREST OF THE TOWN OF DERUYTER.
 - (6) BIDS WILL BE SUBMITTED IN SEALED ENVELOPES AT THE ABOVE ADDRESS AND SHALL BEAR ON THE FACE THEREOF "SALT/SAND STORAGE BUILDING BID," AND THE NAME AND ADDRESS OF THE BIDDER.
 - (7) ALL BIDS MUST BE ACCOMPANIED BY A BID BOND OR OTHER SECURITY IN THE FORM OF A CERTIFIED CHECK, BANK DRAFT OR MONEY ORDER MADE PAYABLE TO THE TOWN OF DERUYTER IN THE AMOUNT OF 5% OF THE TOTAL BID PRICE. THE BID DEPOSITS WILL BE RETURNED TO ALL EXCEPT THE THREE LOWEST BIDDERS WITHIN FIVE DAYS AFTER
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THE FORMAL OPENING OF BIDS. THE REMAINING BID DEPOSITS WILL BE RETURNED TO THE THREE LOWEST BIDDERS WITHIN ONE WEEK AFTER THE EXECUTION OF THE CONTRACT, OR, IF NO CONTRACT HAS BEEN AWARDED, WITHIN FORTY-FIVE DAYS AFTER THE DATE OF OPENING OF BIDS.

- (8) ALL BIDDERS MUST VISIT THE SITE PRIOR TO SUBMITTING BIDS TO VERIFY SITE CONDITIONS. BIDDERS SHALL MAKE INSPECTION APPOINTMENTS BY CONTACTING WALTER COOK, HIGHWAY SUPERINTENDENT, AT 315-852-6272.

GENERAL CONDITIONS

PREPARATION OF STAMPED DESIGN AND CONSTRUCTION DRAWINGS AND CONSTRUCTION OF A NEW 40' X 96' SALT/SAND STORAGE BUILDING FOR THE TOWN OF DERUYTER HIGHWAY DEPARTMENT

INTENT:

It is the intent of the bid proposal to solicit bids for materials, labor, and related services to prepare and provide professionally stamped design and construction drawings and specifications and to construct a new 40' x 96' salt/sand storage building with an option for a lean-to on one side for the Town of DeRuyter Highway Department. The successful bidder will furnish all materials, labor and equipment to complete the Project.

SPECIFICATIONS AND CONDITIONS

1. BIDDER EXPERIENCE:

Bids will only be considered from companies which have an established reputation in the field and experience in constructing the type of building specified. All bidders shall submit information describing the company's history and experience.

2. MATERIALS AND WORKMANSHIP:

All materials and workmanship shall comply with these specifications as well as manufacturer's specifications and generally accepted installation and construction standards.

3. TIME OF COMMENCEMENT AND COMPLETION OF WORK:

- a. The work covered by this contract shall commence no sooner than September 1, 2016, or at a mutually agreed upon date. The work covered by this contract shall be completed no later than October 30, 2016. The contractor shall coordinate all work covered by this contract. Work covered by this contract shall be completed by the date agreed to by the parties.
- b. If said contractor shall neglect, fail or refuse to complete the work by the date herein specified said contractor does hereby agree to pay the Town of DeRuyter liquidated damages totaling one hundred (\$100.00) dollars per calendar day for each and every calendar day the contractor shall be in default of the completion date stipulated in the contract.
- c. The successful bidder must comply with the current wage rate schedule and all other requirements as determined by the New York State Department of Labor. Certified Payroll Affidavits are to be submitted to the Town of DeRuyter. It is expected that work performed under this proposal shall be accomplished Monday through Friday. The Highway Superintendent for the Town of DeRuyter must approve exceptions to this.

4. PREP WORK:

The Contractor shall be responsible for all mobilization costs, prep work, and site work. Site work must be coordinated with the Town Highway Superintendent as Town resources may be available to assist.

5. RAIN DELAY:

In the discretion of the Highway Superintendent for the Town of DeRuyter, operations may be stopped in the event of rain or other unfavorable weather conditions.

6. BIDDING PROCEDURE:

The award for the contract will be made on the Town of DeRuyter's consideration of the lowest lump sum bid price, the favorability of the proposed building design, and the bidder's specified work completion date. The Town of DeRuyter reserves the right to reject the lowest bid price in favor of a preferable building design and/or earlier work completion date if it determines that will result in the best value for the Town. The Town of DeRuyter reserves the right to reject any or all bids.

7. DEFECTS:

For a period of one (1) year from the date of the completion of work and acceptance by the Town, the successful bidder, at their own cost and expense, shall remedy and correct any defects and conditions not complying with the specifications described herein, when such defects and conditions are the result of materials and/or workmanship not meeting the specifications of this proposal.

8. INSURANCE:

The Contractor shall indemnify and save harmless the Town against all loss, cost or damage on account of injury (including death) to persons or property occurring in the performance of the contract together with any and all attorney's fees incurred by the Town on account of any thereof. The Contractor shall, at its own cost and expense, provide and maintain insurance coverage (with insurance companies licensed to transact business in New York State) in full force and effect throughout the period covered by these specifications as follows:

- a. Comprehensive General Liability, including premises – operations, personal injury, contractual liability, independent contractors and completed operations:
 - (i) Property damage in an amount not less than \$1,000,000.
 - (ii) Bodily injury in an amount not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate.
- b. Comprehensive Automobile Liability, including non-ownership and hired car coverage as well as owned vehicle coverage (with necessary endorsements for compliance with the Motor Carrier Act of 1980):
 - (i) Bodily injury and property damage combined single limit of liability not less than \$1,000,000 per occurrence.
- c. Not less than \$2,000,000 umbrella coverage.
- d. Worker's Compensation Insurance for its employees and others who might be covered by such insurance - statutory limits.
- e. Disability Benefit Insurance - statutory limits.

All above insurance shall be written to include the Town of DeRuyter as an additional insured (except as to Worker's Compensation Insurance and Disability Benefit Insurance) which must be primary and noncontributory and provide for notice of termination or cancellation to be given to the Town at least 30 days prior to the effective date of any such termination or cancellation. The Contractor shall provide the Town with valid certificates of insurance, or other evidence satisfactory to the Town that all such insurance is in force and that all premiums due thereon have been duly paid for all such coverage prior to the performance of any services under the contract.

9. BONDS:

The Contractor shall, at its own cost and expense, provide and maintain performance and payment bonds for the full amount of the contract, such bonds to be in favor of the Town of DeRuyter, be issued by companies licensed and authorized to issue such bonds in the State of New York, and be in such form as may be approved by the attorney for the Town.

10. NON-COLLUSION BIDDING CERTIFICATE:

All bidders are required to sign the "Non-Collusion Bidding Certificate" and submit it as part of the bid.

11. CONTRACT PAYMENT TERMS:

Unless a periodic payment schedule is agreed to by the parties, payment of the Contract Price will be made in full upon completion of the work. The Town reserves the right to make partial payment(s) and to withhold payment for uncompleted and/or unsatisfactory work.

12. REPRESENTATIONS OF BIDDER:

The Bidder represents and warrants:

(a) That Bidder is financially solvent, is experienced in and competent to perform the type of work to be furnished; and

(b) That Bidder is familiar with all federal, state, municipal and department laws, ordinances and regulations which may in any way affect the work or those employed therein.

13. PERMITS AND LICENSES

The Bidder shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder. The Town shall cooperate with efforts to obtain all

PERFORMANCE SPECIFICATIONS

RECTANGULAR/SQUARE SALT STORAGE STRUCTURE PART 1

GENERAL

1.1 REFERENCE

- A. Except where more stringent requirement are specified, comply with the applicable requirements of the following organizations and standards, for products, materials, and construction methods:
1. Building Code of New York State (2010)
 2. American institute of Steel Construction (AISC).
 3. American Institute of Timber Construction (AITC).
 4. American Iron and Steel Institute (AISI).
 5. American Plywood Association (APA).
 6. American Softwood Lumber Standard PS 20 by the US Dept. of Commerce.
 7. American Society of Civil Engineers (ASCE 7-Minimum Design Loads for Building and Other Structures).

1.2 DESCRIPTION

- A. Provide design and supply for a permanent rectangular/square type structure suitable for bulk storage of salt. The structure shall met or exceed the performance criteria of this specification.

1.3 DEFINITIONS

- A. The term "salt" as used in this Section refers to sodium chloride or calcium chloride snow-melting salt.

1.4 PROJECT REQUIREMENTS

- A. Size of Salt Storage Structure: A permanent, rigid, wind and waterproof structure, exclusive of entranceways, suitable for bulk storage of approximately 1500 tons of salt.
1. Rectangular or Square Structure of the Following Construction:
 - a. Wood conventional frame or timber.
- B. Storage Methods, Either of the Following:
1. Enclose the specified salt capacity entirely within the structure, exclusive of the entranceways, with pile sides sloped at an assumed 32 degree angle of repose.
 2. Enclose the specified salt capacity entirely with the structure, exclusive of the entranceway, with pile sides completely or partially contained by the structure or by separate, structurally sound concrete containing walls. If the pile sides are partially contained, the remaining uncontained pile sides shall be assumed to be sloped at a 32 degree angle of repose above the contained portion.
- C. Interior Space: The salt pile storage floor area shall be entirely free of columns and roof supports of any type allowing unimpeded loading of truck-spreader vehicles with front-end loading equipment.
1. Minimum Interior Clearance:
 - a. 3 feet of unobstructed vertical clearance above the surface of the salt pile when stored at the specified storage capacity.
 - b. Twenty-two feet minimum vertical clearance for the entire interior floor area of the structure and continuing for the full length.
- D. Barrier Wall of Lining: Suitable interior protective barrier wall or protective lining conforming to the following applicable criteria:
- 1) Barrier wall shall restrict the salt from contact with the primary building wall components or material subject to salt corrosion unless the primary building wall is specifically resistant to corrosion from salt contact
 - 2) Barrier wall shall be a minimum of 10 feet high and of sufficient strength to resist a horizontal impact of 250 pounds per linear foot at 11 feet above the floor, resist the

horizontal load of a sand and salt pile weighing 100 pcf and shall resist structural damage from abrasion of salt loading equipment

- 3) If the building layout partially restricts the salt pile with the building walls or with separate containing walls, extend the barrier walls a minimum of 1 foot above the toe of the salt pile. The extension of the barrier walls above the toe shall be of the same material used below the toe level.
 - 4) Barrier wall materials, except poured in place concrete, shall require minimal maintenance and be arranged for easy replacement of components by maintenance personnel without required use of heavy equipment
 - 5) Provide a 4 inch wide yellow painted salt storage limit Line around perimeter of interior barrier wall located at the toe of salt pile.
 - 6) Top Plate shall be angled.
- E. Entrance Way: Number, size and placement: Two unobstructed entrance openings 22 feet high by 22 feet wide. One Entrance Way shall be placed centered on the Eastern End Wall. The other Entrance Way shall be located on the Southern Side Wall 4' from the South-western corner of the building.
- F. Roof Ventilation: Suitable openings located at or near the highest and lowest point of the roof providing a ratio of one square inch of free air area for each 55 square feet of structure floor area. Each ventilation opening shall be weatherproof
- G. Foundation: See structural requirements for foundation design data. Specific foundations design shall be submitted with superstructure design using the referenced design data
- H. Exterior Wall Construction: Standard components or an integrated wall system, with the exterior surface constructed to provide a durable weather-resistant barrier with leak proof joints. Exterior surface shall be constructed of materials which may be easily maintained by maintenance personnel with un-proprietary products readily available for such purpose.
- I. Building Products: The following minimum required standard shall be met for the products listed:
1. Concrete if used in the building design, shall be specified in Section 03050. If salt stored at the specified capacity will contact exposed concrete, provide a minimum 2 coats of penetrating sealer on exposed concrete surfaces.
 2. Wood if used in the building design shall be dressed timber, kiln dried to a maximum moisture content of 19 percent before treatment and grade stamped. Wood exposed to weather, shall be preservative treated with a water-borne preservation for above ground use, complying with American Wood Preserver's Bureau AWPB-LP2 (CCA .40). Below ground lumber shall be treated with AWPB-LP-22 {CM .60}.
 3. If wood is used as an exposed exterior surface, minimum acceptable finish shall be 2 coats of protective wood stain meeting the requirements of Chapter III of Title 6 of the official compilation of Codes, Rules and Regulations of the State of New York (Title 6NYCRR,.) Part 205 Architectural Surface Coating. [Exterior finish by owner if wood siding is used]
 4. Metal, Metal Plates and Fasteners: If used in the building design, shall be designed to resist corrosion due to salt.
 - a. All metal exposed on the interior, including truss bearing plates, anchor bolts, bolts and washers etc. shall be stainless steel or galvanized.
 - b. Truss connector plates shall be galvanized steel and epoxy coated.
 - c. Joist hangers shall be hot dipped galvanized.
 - d. If metal is used as an exposed siding or roofing surface, the metal shall be a minimum 29 gauge thickness; a moisture barrier must be installed on all metal surfaces and shall include a min. 1-mil siliconized polyester exterior paint finish.
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5. Penetrating Sealer for Concrete Walls: Non-toxic, breathable, clear penetrating sealer intended for 2 coat application, leaving no visible surface residue, color or gloss after curing. Acceptable Products:
 - a. Airdox 40 by Anti Hydro International, Inc., Newark, NJ.
 - b. Klereseal 940-S by Pecora Corporation, Harleysville, PA.
 - c. Masterseal SL 40 by Master Builders, Inc., Streetsboro, OH.
 - d. Sil-act ATS 42 by Advanced Chemical Technologies, Oklahoma City, OK

6. Metal roofing with 4' wide thermal roofing insulation. The metal shall be a minimum 29 gauge thickness, must include a moisture barrier product and shall include a min. 1-mil siliconized polyester exterior paint finish.

1.5 STRUCTURAL REQUIREMENTS

- A. Ground Snow Load: Resist 64 psf and all unbalanced loading per ASCE 7

- B. Lateral Wind Load: Resist wind loads per ASCE 7

- C. Foundation Design Data:
 1. Maximum Net Allowable Bearing Pressure: 3000 psf.
 2. Unit Weight of Soil: 110 pcf
 3. Angle of Internal Friction of Soil: 30 degrees.
 4. Coefficient to Resist Sliding: 0.45.
 5. Cohesion of Soil: 0 psf.
 6. Footing Undercut: Undercut all footing by 12 inches all around, to a depth 12 inches below approved bottom of footing elevation. Place and compact, in 2 lifts, Sub-base course type 2 to bottom of footing elevation.

1.6 PRE-CONSTRUCTION SUBMITTALS

Prior to construction, six copies of the following information, stamped and signed by a NYS licensed Professional Engineer and/or Architect, showing conformity to these performance requirements. The Engineer/Architect of Record shall stamp all drawings, calculations, Trusses, and specifications.

1. Drawings:

Design and construction drawings indicating in detail all features of the proposed structure including, but not limited to, the following:

 1. Foundation and anchor bolt plans and details.
 2. Barrier wall details.
 3. Entranceway details
 4. Roofing and ventilation details.
 5. Roof and wall bracing details.
 6. Anchorage and splice details.

 2. Complete set of specifications specifying all materials to be provided in the proposed structure and the installation of all the materials.

 3. Complete and extensive set of calculations / certifications for the entire structure including but not limited to the following:
 - a. Certification that the proposed structure meets all requirements of the NYS Uniform Fire Prevention and Building Code including provisions for drifting and unbalanced snow load, according to ASCE 7 Minimum Design Loads for Buildings and other Structures.
 - b. Design loads and load combinations.
 - c. Foundation design and loads including proposed structures' allowable differential settlement.
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Finite element analysis of any proposed thin shelled structure, any structure that relies on stressed skinned panels to resist lateral loads or any non-conventionally framed structure.

- d. Lateral load resisting system calculation showing path of all loads from the roof to the footings.
 - e. Unbalanced horizontal load of partial sand and salt pile on barrier walls
4. Quality Assurance Qualifications : Names and proof of conformity for preparer, fabricator, and erector including but not limited to the following :
- a. Preparer: Names and addresses of 5 previous design projects of preparing construction documents of similar or greater difficulty.
 - b. Fabricator: Names and addresses of 5 previously fabricated structures and records on past performance.
 - c. Fabricator's Facility and Equipment: Name and location of the facility including storage capability, heating controls and quality control equipment.

1.7 INSTALLATION AND ERECTION

- A. Install required wall foundations and substructures or supports at the required elevations on properly prepared sub grade, as required for the erection of the complete storage structure.
- B. Erect the rectangular/square salt storage structure and required appurtenance on prepared foundations, conforming to the requirements of this Section, complete and ready for the storage of salt.

1.8 OPTIONAL LEAN-TO

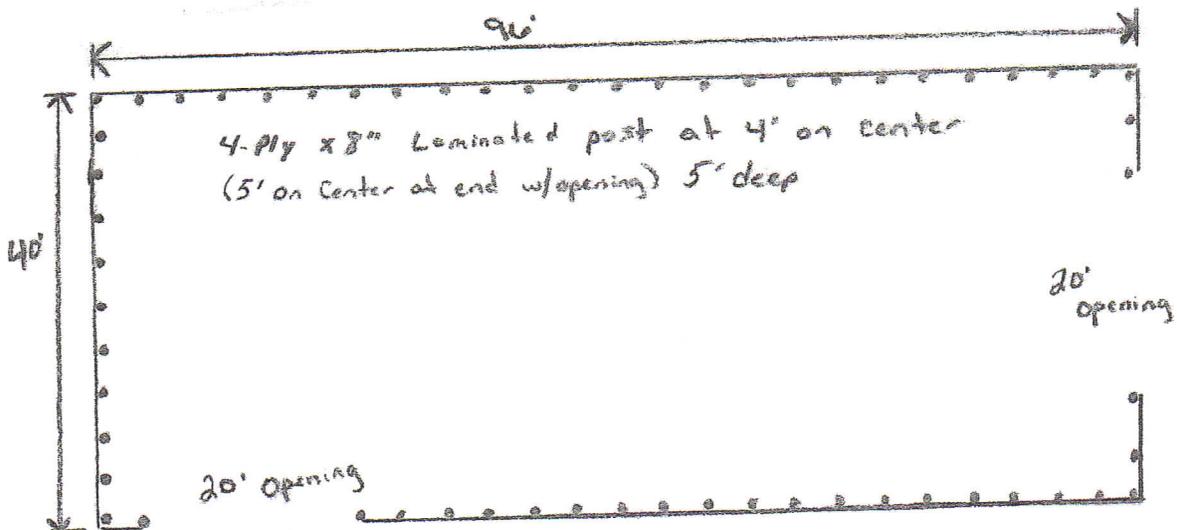
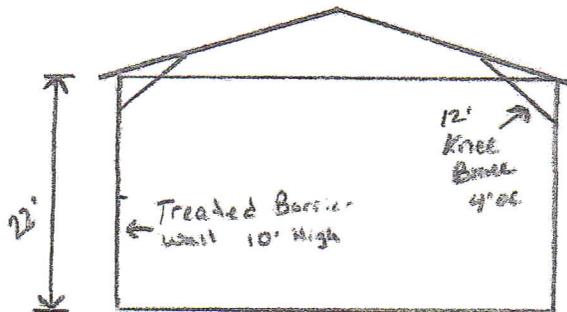
Bidders to include cost for the design and construction of an optional lean-to structure on the South facing side of the salt/sand storage building. Lean-to structure should be 20' wide with a side opening header height of 14'. Lean-to to extend from the front of the building 70' to the opening in the south-western corner. Roof to be at a 3/12 pitch.

END OF SECTION

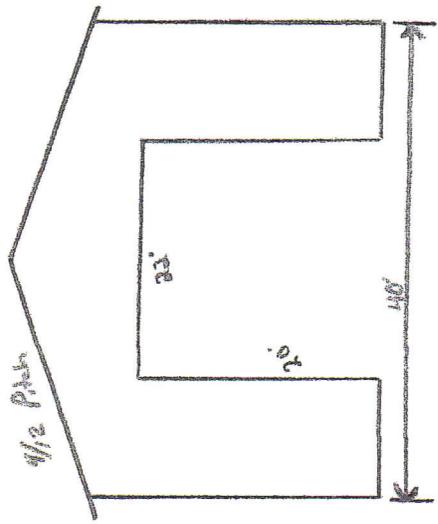
TOWN OF DERUYTER
735 Utica Street
PO Box 394
DeRuyter, NY 13052

Proposed Materials

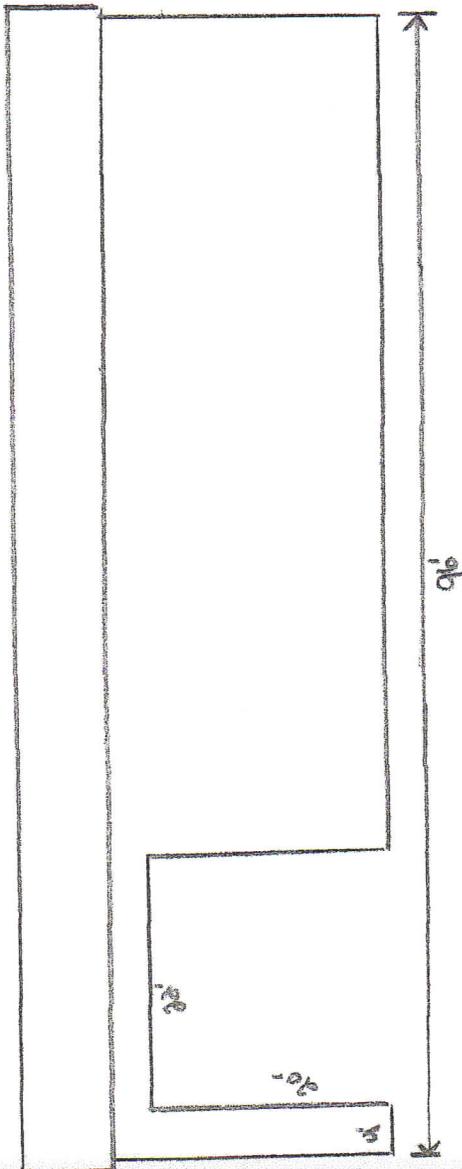
- Footers: 2 -80# Bags of Sakrete (or equivalent) concrete per post
- Posts: 4-Ply x 8" laminated post 5' deep, 4' on center (5' on center end wall with opening)
- Sills: 2x8 with 2x8 sill brace ground contact treated
- Plates: 2x2x12 Each Side
- Girts: 2x4 - 2' on center
- Purlins: 2x4 - 2' on center
- Rafters: 40' Truss, 4/12 Pitch, 4' on center, 1' overhang
- Bracing: 2x6x12' knee brace - 4' on center
- Roofing: 29 Gauge painted galvalume steel with vented ridge, thermal rolled insulation over purlins and under steel
- Siding: 29 Gauge painted galvalume steel over Tyvek - Two Colors
- Plank (interior wall): 2x6 tongue & groove treated 10' high



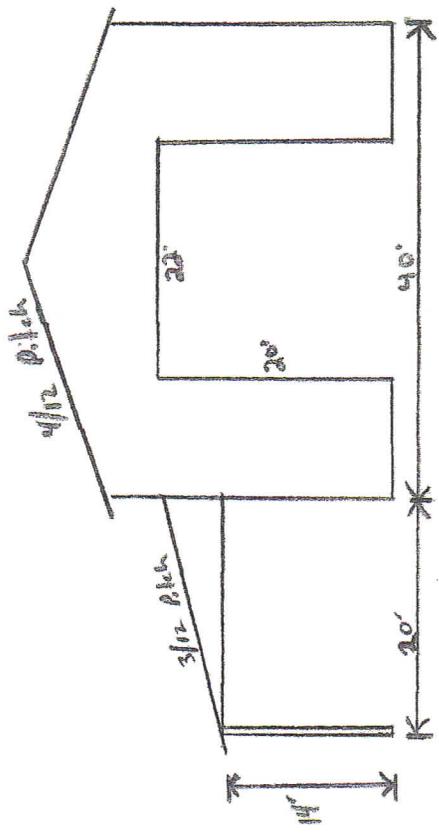
FRONT



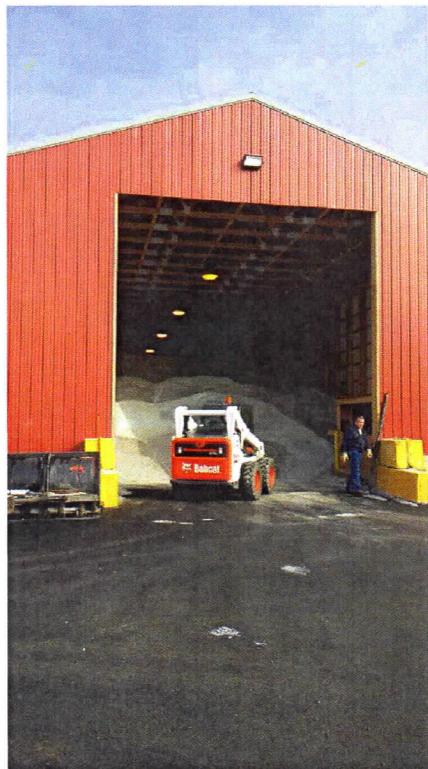
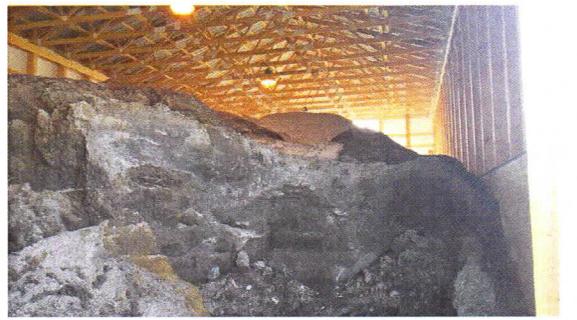
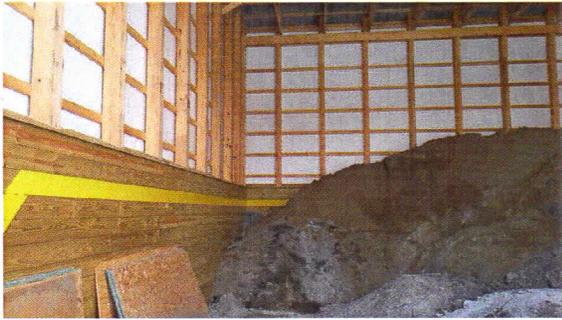
SIDE



FRONT WITH OPTIONAL LEANTO



Sample Building: Village of Hamilton, NY



**TOWN OF DERUYTER BID FORM FOR
PREPARATION OF STAMPED DESIGN AND CONSTRUCTION DRAWINGS AND
CONSTRUCTION OF A NEW 40' X 96' SALT/SAND STORAGE BUILDING FOR THE
TOWN HIGHWAY DEPRATMENT**

Bid Submitted By: _____(Company Name)

TO: Town of DeRuyter
735 Utica Street
P.O. Box 394
DeRuyter, New York 13052

Gentlemen:

The undersigned, having carefully examined the bidding instructions, bid specifications , this bid form, the non-collusive bidding certificate, form of Notice of Award and Performance Specifications ("the contract documents"), hereby proposes to provide professionally stamped design and construction drawings and construct the following described building at the price stated, in strict conformance with the contract documents.

The undersigned bidder agrees to submit to all conditions reported, intended or implied, both particularly and generally by the contract documents at the prices herein stated for:

Description of building proposed: _____
(Attach additional sheets, as necessary)

Identification of professional engineers / architects to prepare design and construction drawings: _____

Identification of all subcontractors to be utilized: _____
(Attach background information on experience and credentials of each planned subcontractor)

Deviations from bid specifications, if any: _____
(Continue on additional sheet, if necessary)

Number of Days to Complete Construction following Issuance of Notice to Proceed: _____

Bid Price for Stamped Design and Construction Drawings and Construction of Building: \$ _____

Bid Price for Stamped Design and Construction Drawings and Construction of Building with Optional 20' x 14' x 70' Lean-to: \$ _____

The undersigned bidder also agrees as follows:

1. That this bid constitutes an offer to enter into a contract with the Town of DeRuyter, which offer is irrevocable for a period of ninety (90) days from June 8, 2016.
 2. Upon receipt of an executed Notice of Award in the form attached hereto from the Town of DeRuyter, there shall be a binding contract between the undersigned and the Town of DeRuyter. A general form of contract will be executed by the parties upon submission of required performance and payment bonds prior to the issuance of a notice to proceed.
 3. Upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,
 - (a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids or to receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and
 - (b) any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.
 4. The undersigned agrees to construct the building proposed within the stated number of days of the issuance of a Notice to Proceed by the Town of DeRuyter.
TIME IS OF THE ESSENCE IN THE CONSTRUCTION OF THIS BUILDING.
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NON-COLLUSIVE BIDDING CERTIFICATION

(SEE GENERAL MUNICIPAL LAW - SECTION 103-D)

BY SUBMISSION OF THIS BID, THE BIDDER AND EACH PERSON SIGNING ON BEHALF OF THE BIDDER, CERTIFY UNDER PENALTY OF PERJURY TO THE BEST OF KNOWLEDGE AND BELIEF:

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 the 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 a Bid for the purpose of restricting competition.

THE FOREGOING STATEMENT IS AFFIRMED AS TRUE UNDER PENALTY OF PERJURY.

SIGNATURE: _____

TITLE: _____

DATE: _____

This page Must be Signed and Returned or your bid will be declared Informal!

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should Town of DeRuyter receive information that a person is in violation of the above-referenced certification, Town of DeRuyter will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then Town of DeRuyter shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

Town of DeRuyter reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signed

Title

Company Name

Sworn to before me this

_____ day of _____, 2016

Notary Public

This page Must be Signed and Returned or your bid will be declared Informal!