

Town of Rush

Contract and Specifications For the
Roof Installation at the New York Museum of
Transportation Located at
6393 East River Road, Rush, New York

Submit to: Town of Rush
5977 East Henrietta Road
Rush, New York 14543

Notice to Bidders Town of Rush

Notice is Hereby Given, that pursuant to the requirements of Section 103 of the General Municipal Law, sealed bids for a contract for public work for the following work will be received at the office of the Rush Town Clerk for the Town of Rush, 5977 East Henrietta Road, Rush, New York until 11:00 a.m. on Monday, March 12, 2018, at which time such bids shall be publically opened and read in the Rush Town Hall:

Materials and installation of a new roof on the New York Museum of Transportation located at 6393 East River Road, Rush, New York 14543.

Said bid items to be submitted in accordance with Specifications and Instructions to Bidders, which are available from the undersigned at the Rush Town Clerk's Office during regular business hours. The specifications provide a penalty clause in regard to time of delivery.

BY RESOLUTION OF THE TOWN BOARD

Dated:

Rush Town Board

Pamela Bucci
Town Clerk

INFORMATION TO BIDDERS

1. Instructions.

All Bidders shall fully and carefully read the entire bid documents before submitting its Bid Proposal, and shall comply with all the instructions and requirements as specified. The Bidding Documents and Specifications are complementary and whatever is called for by any one shall be as binding as if called for by all.

2. Sealed Bids Requested.

Sealed Bids will be received by the Town Clerk of the 5977 East Henrietta Road, Rush, New York until **11:00 a.m. on Monday, March 12, 2018**, at which time such bids shall be publically opened and read in the Rush Town Hall.

3. Scope of Work.

Materials and installation of a new roof on the New York Museum of Transportation located at 6393 East River Road, Rush, New York 14543 as further detailed in the bid specifications.

4. Bid Documents.

The Bid Documents consist of the following Sections:

- a. Notice to Bidders
- b. Information to Bidders
- c. Bid Specifications
- d. Bid Proposal, Non-Collusive Bidding Certification; Iranian Energy Sector Divestment Certification; Statement of Qualifications; Certificate of Surety; and Bid Bond
- e. AIA A101-2017 Standard form of Agreement Between Owner and Contractor
- f. AIA A201-2017 General Conditions of the Contract for Construction and Supplementary Conditions
- g. Performance and Payment Bond
- h. New York State Department of Labor Prevailing Wage Rate Schedule

5. Form and Delivery of Bid Proposal.

Each proposal shall be submitted in the form provided by Owner and shall be enclosed together with the required proposal security, in a sealed envelope addressed to the attention of the **Town Clerk, Town of Rush, 5977 East Henrietta Road, Rush, New York 14543**

with the name and address of the Bidder and marked as “New York Museum of Transportation Roof Project”.

When sent by mail, preferably Certified Mail, the sealed Proposal, marked as indicated above, shall be enclosed in an additional envelope. No Proposal will be considered unless received at the place specified in the advertisement before the time specified for opening all bids. Proposals received after bid opening time shall be returned to the Bidder unopened.

The Bidder shall not remove or submit the Bid Proposal separately from the volume of Bid Documents, and shall submit the Bid Proposal bound in with the complete volume of Bid Documents, including all pages, correctly assembled. Bids not containing all pages of the original Bid Documents may be rejected. Bids which have any omissions, erasures, alterations, additions or items not called for in the Bid Documents, or which contain irregularities of any kind, may be rejected.

6. Form of Proposal.

All bids shall be submitted on the attached Bid Proposal Form, with all blanks fully and clearly filled in. No other form of bid will be considered.

Prices and information required by proposal, except signature of bidder should be written for legibility. Bids written in pencil may be rejected. The Town shall interpret or reject illegible or vague bids and its decision shall be final.

If the Proposal is made by an individual, it shall be in ink and signed by the individual, giving the individuals full name and address; if the Proposal is made by a firm or partnership, its name and the principal office address of such firm or partnership shall be stated, and the Proposal shall be signed by one or more of the partners, and the names of all the partners shall be listed; and if the Proposal is made by a corporation, it shall be signed with the name of the corporation, and the principal office address of the corporation and the State of incorporation shall also be entered thereon.

7. Bid Security.

The Bidder shall submit to the Town with the Bid Proposal a bank check in an amount of not less than five percent (5%) of the total Bid for the contract, or a Bid bond from a surety bond company authorized to do business in New York State.

Bidders submitting a bank check as Bid security shall also submit a Certificate of Surety from a licensed surety bond company in the form set forth in the Bid Proposal Form Section assuring the Town that the Surety will provide the performance and payment bond required by the Bid Documents. Bidders submitting a Bid Bond, as Bid security, are not required to submit a Certificate of Surety.

The Bid security deposits of Bidders may be held until the successful Bidder has executed the required contract and supplied the required bonds and insurance, or until all Bids have been rejected.

8. Accuracy of Contract Plans and Specifications.

The plans and specifications (Contract Documents) for the project have been prepared with care and are intended to show as clearly as is practicable the work anticipated to be done. The Contractor must realize, however, that construction details cannot always be accurately anticipated and that in executing the work, undetermined conditions may require a variation. Work under all items in the Contract must be carried out to meet the field conditions to the satisfaction of the Town, and/or Town Engineer in accordance with their instructions and the Contract Specifications.

The Bidder is expected to carefully examine the site(s) of the proposed work, the Proposal, Contract Plans, Specifications, and Contract Forms and shall become acquainted with the work to be performed (including quantity and quality), materials to be furnished, and as to the requirements of the proposed Contract. The submission of a Proposal shall be prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed Contract Agreement, Contract Plans and Specifications.

The Bidder must assume all risk of variance in any computation or statement of amounts of quantities necessary to complete the work required by the Contractor by whomsoever made, and fully complete said work in accordance with the Contract Plans and Specifications for the price bid. Any items of work contained either in the Specifications, or on the Contract Plans but omitted from the others respectively will be considered part of the work.

9. Requests for Interpretation.

All questions as to the interpretation of the Contract Plans and Specifications shall be submitted in writing to the Town.

The Town will answer such questions if received not later than seven (7) business days before the time of the opening of the bids by issuing addenda to the Specifications, and such addenda will become part of the Bidding Documents and Specifications. The Town will not make or be responsible for any oral instructions.

Addenda will be mailed, not later than two (2) business days prior to the date fixed for the opening of bids, by the Town by Certified Mail with Return Receipt Requested to every individual or firm on record as having taken a set of Contract Documents. Failure of the Town to send, or of any Bidder to receive, such addenda will not relieve any Bidder from any obligation under his bid as submitted. Issued addenda will be on file at the office of the Town. All Addenda so issued shall become part of the Contract Documents.

10. Non-Collusive Bidding Certification.

Each Bidder shall complete the Non-Collusive Bidding Certification in the Bid Proposal. No Bid will be accepted without this form properly completed and included with the Bid Proposal.

11. Withdrawal of Bid.

No Bid submitted shall be withdrawn for at least a period of forty-five (45) days from the date of the Bid opening.

12. Contract Execution.

The Bidder awarded the contract shall execute and deliver to the Town of Rush, two (2) fully executed copies of the required written contract in the form included in the Bid Documents, together with all required bonds and insurance, within ten (10) calendar days after notice from the Town that the contract has been awarded to the Bidder. If the Bidder awarded the contract shall execute and deliver the contract, as required, and furnishes the required bond and insurance within the time specified, the Bid security shall be returned to the Bidder.

13. Failure to Execute Contract.

Any bidder who fails to enter into the contract for the performance of the work or to furnish the required Performance Bond and the Labor and Material Payment Bond and proof of insurance within ten (10) calendar days after notice of award from the Town, shall forfeit its claim to the work, and the Bid security accompanying its proposal shall become the property of the Owner as the agreed and liquidated amount of damages caused by such failure.

14. Non-Assignability.

The Bidder awarded the contract shall not assign, transfer, convey, sublet or otherwise dispose of the contract or of his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing of the Town Board.

15. Bonds.

The Bidder awarded the contract shall furnish both a Performance Bond and a Labor and Material Payment Bond running to the Owner each in the penal amount of 100% of the Contract price to be executed by the bidder as principal and by a duly incorporated company authorized to guarantee the performance of contracts and to do business in the State of New York as Surety, conditioned for the faithful and complete performance of such contract in strict compliance with the Plans and Specifications, and also for the payment of all materials and services rendered in the execution of the Contract. A form of such required bonds are included with the Agreement.

16. Insurance.

The Bidder awarded the contract shall furnish the insurance as required by the Agreement and General Conditions at the time of contract execution as follows:

Comprehensive General Liability with policy limits of not less than \$1,000,000 each occurrence; \$2,000,000 general aggregate; \$2,000,000 products completed operations aggregate. This policy will include contractual liability coverage for liabilities arising out of this agreement and the policy must be endorsed so as to identify the Agreement for coverage under the policy.

Automobile Liability covering owned and rented vehicles operated by the Bidder with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage.

Umbrella/Excess liability insurance with policy limits not less than \$5,000,000 each occurrence; \$5,000,000 general aggregate.

Workers' Compensation at statutory limits.

The Bidder shall provide to the Owner certificates of insurance evidencing compliance with the insurance requirements of the Agreement. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile and Umbrella/Excess policies.

The Bidder's required insurance policies shall primary and noncontributory which must be primary and non-contributory with respect to the Owner.

17. Affirmative Action.

The Bidder awarded the contract must take affirmative action to ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or origin.

18. Wage and Hour Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the NYS Department of Labor.

The Contractor is hereby bound to pay all labor on this project at rates no less than the prevailing wage scales as prepared by the NYS Department of Labor.

The Contractor shall agree that every mechanic, laborer and workman employed by the Contractor or any subcontractor, or any other person doing or contracting to do the whole or any part of the work contemplated by the service contract, shall be paid not less than the prevailing rate of wages, and provided not less than the prevailing supplements, as provided for by Section 220 of the New York State Labor Law, as amended from time to time. A schedule of such rates of wages as provided by the New York State Department of Labor is provided herein.

The Contractor, and his subcontractors, shall post in a prominent accessible place on the site of the work a legible statement of all wage rates and supplements as specified herein to be paid or provided for the various classes of mechanics, workmen or laborers employed for the work contemplated by the service contract, and showing all authorized deductions, if any, from unpaid wages actually earned.

The Contractor and each subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the service contract shall pay each and every one of his employees engaged in such work or any part thereof the full and proper wage without any deduction or kickback whatever, excepting such deductions as are made mandatory by law. Payment to each and every employee shall be made not less often than once per week and shall be made in cash, unless payment by check is authorized by certificate of the Commissioner of Labor of the State of New York as provided by law.

19. Laws and Regulations.

The Bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout and they will be deemed to be included in the Contract the same as though herein written out in full.

The Bidder acknowledges that it is familiar with Article 5-A of the General Municipal Law and agrees to be bound by and to comply with the provisions thereof.

20. Errors and Omissions.

If any error or omission appears in the Bid Documents, the Bidder shall within ten (10) days from receiving Bid Documents notify the Town of Rush in writing of such error or omission.

21. Bidder Qualifications.

The Contractor shall meet the licensing and certification requirements of the Federal, State and local regulatory agencies, and shall comply with applicable Federal, State and Local regulations, which mandate work practices, and be capable of performing the work of this contract. The Bidder shall complete the Statement of Qualifications accompanying the Bid Proposal and shall submit a minimum of three (3) references with the Bid.

The Town of Rush may, in its discretion, make such investigation(s) as it deems necessary or desirable to determine the qualifications of the Bidder to perform the work, and the Bidder shall furnish additional information and data for this purpose as may be required. The Town reserves the right to reject any Bid if the required Statement of Qualifications is not submitted, or if any additional information requested from the Bidder, or the investigation of such Bidder, fails to demonstrate that the Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein within the time frame designated.

The successful bidder shall secure and maintain, until acceptance of the work, insurance with limits not less than those specified in the contract.

22. Bidder to Determine Conditions of Work.

Bidders must make a personal inspection of the conditions of the work and the work site to obtain the necessary information to enable the Bidder to prepare the Bid Proposal. No allowance will be made for any claim that a bid was made on incomplete information, including, but not limited to the nature and character of the site or work involved. The Town does not guarantee the accuracy of any data given concerning the work site or the conditions of the work. A pre-bid site walk with the **Town of Rush's Building Inspector** is **MANDATORY** to submit a bid. **Building Inspector Kenneth Stavalone** may be contacted during normal business hours at (585) 533-9114.

23. Other Instructions.

References to trade names for materials in the Specifications are to set standards and not to limit bids. Bidder may offer alternatives for the Town's approval as part of its bid.

A description of materials to be used must be stated with bids.

In addition to any warranty provided by the manufacturer of any the materials installed by the accepted Bidder, for a five (5) year period from the date of substantial completion of the project, Bidder will provide a warranty that the material and services provided to the Town shall be free from defects in material, manufacturing workmanship, and title; will perform in conformance with the Specifications set forth in the bid documents; and will operate as described in all marketing and advertising materials provided to the Town.

The Town Supervisor reserves the right to approve as an equal, or to reject as not being equal, any article the Bidder proposes to furnish which contains variations from the specifications.

All literature and specifications, including all manufacturer's warranties, for the materials Bidder proposes to provide for the project must be enclosed with bid.

Any exceptions or deviations from the Specifications must be stated in writing with bids.

24. Commencement of Work.

The successful Bidder to whom the contract is awarded shall be prepared to commence work within **four (4) weeks** of executing the contract and as directed by the Town official. The schedule shall not exceed **eight (8) weeks** from the time of award.

25. Disqualification of Bidder.

Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of his/her bid or bids:

- (a) More than one Proposal for the same work from an individual firm, partnership, or corporation under the same or different names;

- (b) Evidence of collusion among Bidders. Participants in such collusion may not receive recognition as Bidders for any future work;
- (c) Unbalanced Proposals in which the prices for some items are out of proportion to the prices for other items;
- (d) Failure to submit a unit price for each item of work for which a bid price is required by the Proposal;
- (e) Failure to submit the experience statements.
- (f) Lack of competency as revealed by the experience statement submitted;
- (g) Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress;
- (h) Uncompleted past work which, in the judgment of the Town, might hinder or prevent the prompt completion of additional work if awarded;
- (i) If the Proposal is not accompanied by the Proposal security specified by Town.
- (j) If the Proposal is on a form other than that furnished, or if the furnished form is altered.
- (k) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the Proposal incomplete, indefinite, or otherwise ambiguous.
- (1) If the bidder or his representative has not conducted a personal inspection of the conditions of the work and the work site to obtain the necessary information to enable the Bidder to prepare the Bid Proposal.

26. Acceptance or Rejection of Bid.

Award of this Contract will be made only to the lowest responsible Bidder as will best promote the public interest, taking into consideration the reliability of the Bidder, the quality of the materials, equipment or supplies to be furnished, their conformity with specifications, the purpose for which required and the terms of delivery. The Town of Rush reserves the right, in its discretion, to reject any or all Bids or to waive any informality or irregularity in the Bids received.

BID SPECIFICATIONS

BID SPECIFICATIONS

Part 1.00 – General Requirements.

- A. Elements of this section, as shown and specified, shall be in conformance with the requirements of the Contract Documents.
- B. The Contractor shall supply all labor, materials, equipment, services, insurance and incidentals which are necessary or required to perform the work in accordance with applicable governmental regulations and as set forth in the Bid specifications, including procurement of all necessary building permit and inspections.
- C. Contractor will make a personal inspection of the conditions of the work and the work site to obtain the necessary information to enable the Contractor to prepare its Bid Proposal. The Contractor is expected to carefully examine the Contract Plans, Specifications, and Contract Forms and shall become acquainted with the work to be performed (including quantity and quality), materials to be furnished, and as to the requirements of the proposed Contract. The submission of a Bid Proposal shall be prima facie evidence that the Contractor has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed Contract Agreement, Contract Plans and Specifications.
- D. The Contractor assumes all risk of variance in any computation or statement of amounts of quantities necessary to complete the work required by the Contractor by whomsoever made, and fully complete said work in accordance with the Contract Plans and Specifications for the price bid. Any items of work contained either in the Specifications, or on the Contract Plans but omitted from the others respectively will be considered part of the work.
- E. The Contractor, promptly after being awarded the contract, shall submit a schedule for the work. The schedule shall **not exceed eight (8) weeks** from the time of award.
- F. The Contractor shall obtain all applicable notifications, approvals and permits required and comply with and give any (all) notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to the work.
- G. The Contractor shall keep the site of the work free from unnecessary accumulations of waste materials. Upon the completion of all of the work, the Contractor shall remove all of its tools, scaffolding, equipment and surplus materials, as well as all rubbish and waste resulting from the work. Upon the completion of the work, the site of the work shall be left “broom clean” or its equivalent, to the reasonable satisfaction of the Town. The Town will not be responsible for the Contractor’s tools and equipment, including any loss, theft or damage thereto.

H. Manufacturer's Information:

1. Contractor guarantees that the materials and/or equipment offered is standard new material and/or equipment, latest model or regular stock product with parts regularly used for the type of material and/or equipment, and; that such parts are in production and none likely to be discontinued. Also, that no attachment or part has been substituted or applied contrary to manufacturer's standard guarantee against defect in design, materials or workmanship on material and/or equipment delivered to the Town of Rush.
2. Contractors must deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name and product technical description. Do not use damaged or deteriorating material.
3. The Contractor shall insure certification by the manufacturer that products supplied comply with local regulations.
4. The Contractor shall submit to the Town, manufacturer's technical information, including label analysis and instructions for handling, storing and applying, along with any product warranty information at the conclusion of the job.
5. Failure to comply with any of the above items will be deemed as non-responsive and result in rejection of the bid.

I. Warranty:

1. The Contractor warrants to the Town that materials furnished under the contract will be of good quality and new. The work will be free from defects and will conform to the requirements of the specifications. Work not conforming to these requirements, including substitutions not properly approved or authorized by the Owner, may be considered defective.
2. A written Manufacturer's warranty will be submitted to the Town at the completion of the work.
3. The Contractor warrants to the Town for a duration of not less than five (5) years from the date of substantial completion of the project that its work will be free from any defects in material, manufacturing workmanship, and title; will perform in conformance with the Specifications set forth in the bid documents; and will operate as described in all marketing and advertising materials provided to the Town.

Should any failure to conform to any of the warranties occur within the applicable warranty period the contractor manufacturer shall upon notification in writing of the defect, correct such nonconformity by repairing any defective part or parts within

thirty (30) days of the written notification. The contractor shall deliver and install or replace the defective material(s) free of charge. Replacement materials shall be guaranteed for the balance of the original warranty period.

- J. Contractor must take affirmative action to ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or origin.
- K. A minimum of three (3) references must be submitted with all Bids as set forth in the Bid Documents.

Part 2.00 – Materials and Scope of Work.

- A. Contractor shall obtain all permits and pay all fees related to his work. Fees to the Town of Rush will be waived.
- B. Contractor must visit site prior to submitting bid to ascertain existing conditions, access availability and to take measurements for items, which relate to the work.
- C. Materials and workmanship shall be in conformance to the highest standards of accepted trade practices and the New York State Building Code and its appropriate Reference Standards.
- D. Scope of Work.
 - 1. Removal and disposal of existing roofing material down to concrete.
 - 2. Installation of ISO 95+GL 2" Insulation for a R-16 Upgrade.
 - 3. Install EPDM roofing material in 20' x 100' sections, and install roof with only 3 seams for the entire roof.
 - 4. Seams shall be primed and sealed with MFR specified Seam Sealant.
 - 5. Reuse as much existing ballast stone as possible and install additional ballast stone as necessary.
 - 6. Reuse as much of existing Copper roof edge as possible, as where necessary use an alternate material.
 - 7. Install new vent boot.

BID PROPOSAL

Materials and installation of a new roof on the New York Museum of Transportation
located at 6393 East River Road, Rush, New York 14543

To: Town of Rush, New York

Bid Proposal Submitted by or on behalf of:

_____ (Name)

_____ (Address)

_____ (Telephone #)

1. The Bidder declares that the Bidder has carefully examined the Bid Documents including but not limited to the Specifications and any plans relating to the above-entitled project and the work, and have also examined the site of the work, hereby offer and agree to furnish all materials, to fully and faithfully construct, perform, install, test, operate, and execute all work in the above-entitled matter in accordance with the Bid Documents relating thereto, and to furnish all labor, tools, implements, models, forms, transportation and materials necessary and proper for the purpose and the price/prices as given in the Bid Proposal.

2. The Bidder declares that, if the contract is awarded to the Bidder, the Bidder will execute the contract therefore, pursuant to the Bid Documents, and will furnish all required bonds and insurance, within ten (10) days after the award of the contract, and if the Bidder fails to execute said contract within said period of time, and furnish the required bonds and insurance, that the Town of Rush shall have the power to rescind said award and also that the Town shall retain the proceeds of the check submitted as Bid security, or require payment under any Bid Bond submitted. The Bidder declares and agrees that the Bidder will commence the work after the contract execution in accordance with the directions of the Town and will complete the work fully and in every respect on or before the time specified in said contract.

3. The Bidder agrees that the Town reserves the right to select any one, combination of, or all the Bid items in this Bid Proposal for the Bidder to complete, without affecting any of the Bid prices. If alternates are set forth in the Bid Documents, the Bidder agrees that the Town reserves the right to select any one, or combination of, the Bid Proposals of the alternative that are in the best interest of the Town. It is understood that any estimated quantities are not guaranteed.

4. The Bidder agrees that this is a firm Bid Proposal and shall remain in effect for a period of at least forty five (45) days from the date of the opening of Bids, and that within said period of forty-five (45) days, the Town may accept or reject this proposal, or this period may be extended by mutual agreement.

5. If written notice of the acceptance of this bid is mailed or delivered to the undersigned within forty five (45) days after the opening of bids, the undersigned will cause to be executed

and delivered within ten (10) days of such notice, in duplicate, the contract for the furnishing of such work, the form of the contract, however, being subject to the approval of the Town Attorney.

6. By submission of the bid, the 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 to the best of his 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 the matter relating to such prices with any other bidder or with any other competition.
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

7. The undersigned designates that the office to which such notice of acceptance may be mailed or delivered is:

TOTAL BID FOR CONTRACT:

(written in numbers)

(written in words)

Date: _____

By: _____

NON-COLLUSIVE BIDDING CERTIFICATION

Made pursuant to Section 103-d of the New York State General Municipal Law, as amended:

A. 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 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 this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Date: _____

Bidder: _____

By: _____

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

1. Bidder/Contractor hereby represents that said Bidder/Contractor is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment” in that said contractor/proposer has not:
 - a) Provided goods or services of \$20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - b) Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five (45) days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.
2. Any contractor/proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:
 - a) “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 to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b).”

The Town will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.
4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer cannot make the certification as set forth in subdivision (a) above, the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder/proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - b) The Town has made a determination that the goods or services are necessary for the Town to perform its functions and that, absent such an exemption, the Town would be unable to obtain the goods or services for which the bid/proposal is offered. Such determination shall be made by the Town in writing and shall be a public document.
5. 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 to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b).

Date: _____

Bidder: _____

By: _____

State of _____)
) SS:
 County of _____)

On this ____ day of _____, 2018, before me personally came and appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

 NOTARY REPUBLIC

STATEMENT OF QUALIFICATIONS

1. The following is a list of places where the Bidder has performed work of similar character and magnitude, together with references:

Description of Work Location & Date of Completion	Approximate Cost	Name and Phone of Owner
a.		
b .		
c .		
d .		
e .		

2. The full names and phone numbers of all officers and principals in the bidding entity of the foregoing proposal are as follows:

Name	Phone Number
_____	_____
_____	_____
_____	_____
_____	_____

3. A minimum of three (3) references including contact name and phone number must be submitted with the Bid.

- a.
- b .
- c .

BID BOND

(To be submitted if a bank check is not submitted as Bid security)

KNOW ALL MEN BY THESE PRESENTS, that we _____,
_____, as Principle, and _____, a corporation
duly organized under the laws of _____, as Surety, are firmly held
bound unto The Town of Rush, as Obligee, in the sum of _____
_____ Dollars (\$_____), for the payment of which sum well and truly to
be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal has submitted a Bid to provide all labor, material and
equipment for the installation of a new roof on the New York Museum of Transportation located
at 6393 East River Road, Rush, New York 14543.

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the
Principal shall enter into a Contract with the Obligee in accordance with the terms of such Bid,
and give such insurance and such bond or bonds as may be specified in the Bidding or Contract
Documents with good and sufficient surety for the faithful performance of such Contract and for
the prompt payment of labor and material furnished in the prosecution thereof or in the event of
the failure of the Principal to enter such contract and give such insurance and such bond or
bonds, the Principal shall pay to the Obligee the difference not to exceed the penalty hereof
between the amount specified in said Bid and such larger amount for which the Obligee may in
good faith contract with another party to perform the work covered by said Bid, then this
obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this _____ day of _____, 2018.

In the presence of: (_____ (Seal)

PRINCIPAL _____ WITNESS _____

TITLE _____ (Seal)

SURETY _____ WITNESS _____

TITLE _____ (Seal)

CERTIFICATE OF SURETY

(To be submitted if a bank check is submitted as Bid security)

The undersigned hereby certify that they are the duly authorized agents of _____
_____(Name of Surety)

duly authorized to do business in the State of New York, and agree to furnish to _____
_____(Name of Bidder)

the bond or bonds required by the Bid Documents for this contract if awarded to the Bidder. The
maximum amount that Surety will be surety for on each bond is: _____
_____.

Date: _____

By: _____
