

**CITY OF SCHENECTADY
REQUEST FOR BIDS**



**Sodium Hypochlorite Bulk Liquid Chlorine
for the 2017 Pool Season**

**CITY OF SCHENECTADY
PURCHASING DEPARTMENT**

Richard McIlravy-Ackert
Purchasing Supervisor
City Hall
105 Jay Street- Room 102
Schenectady NY, 12305
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**Bid Due Date
April 12, 2017**

NOTICE TO BIDDERS

Sealed proposals will be received by the Committee on Bids of the City of Schenectady, New York until **10:30 AM Day Light Saving Time on Wednesday**, the **12th** day of **APRIL, 2017** in the office of the City Clerk, Room #107, City Hall, Jay Street, Schenectady, New York, where they shall be time and date stamped before depositing in the proposal box for "**Sodium Hypochlorite Bulk Liquid Chlorine for the 2017 Pool Season**" in the City of Schenectady, in accordance with the plans and specifications on file in the office of the Finance Commissioner where they may be examined.

One-half (½) hour after the time named for the receipt of bids, the bids will be publicly opened by the Clerk and read and the award of the Contract made according to law as soon thereafter as practicable.

Each bid must be made upon a standard printed Bidding Sheet sealed within a standard envelope furnished by the Committee on Bids and endorsed upon the outside of the envelope with the name of the work or of the kind of materials or supplies to which the enclosed bid relates.

Each bid must be accompanied by bid bond, or certified check or bank check, in the amount of five percent (5%) of the gross amount of the total bid payable to the order of the City of Schenectady as guarantee of the good faith and intention of the bidder to enter into the Contract, should the Contract be awarded to the bidding entity within the stipulated time. All the bid deposits, except those of the lowest bidders, will be returned to the bidding entities making the bids within two (2) weeks after the opening of the bids. Within two (2) weeks after the execution of the Contract by the lowest qualified bidder, the remaining deposits will be returned to the bidding entities making the bids, including the bid deposit of the lowest bidder.

Bidders are hereby notified that they are exempt from the payment of manufacturers' excise taxes for materials purchased for the exclusive use of the City, provided the manufacturer has complied with the rules and regulations of the Commissioner of Internal Revenue. Exemption Certificates will be supplied by the City Clerk upon request.

The Council reserves the right to reject any and all bids not deemed to be in the best interest of the City and may reject as informal such bids as, in its opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind, including unbalanced bids.

Each bidder is required to state in his bid the names and places of residence of any and all persons interested in the bid; that the bid is made without any connection with any person making another bid for the same Contract; that it is in all respects fair and without collusion or fraud and that no member of the Council or other officer of the City of Schenectady or any person in the employ of the said City is directly or indirectly interested in the bid or in the materials, supplies or the work to which it relates or in any other portion of the profits thereof.

No bid will be accepted from, or Contract awarded to, any person who is in arrears to the City of Schenectady upon debt or Contract or who is in default, as surety or otherwise, upon any obligation to the said City, nor shall a bid be accepted or Contract awarded to any Contractor whose performance of any previous Contract has been unsatisfactory. The bidder whose bid has been accepted will be required to attend at the Office of the Clerk of the Council and execute the Contract within three (3) days from the date of the service of a notice delivered to him in person or mailed to the address given in the bid that the Contract has been awarded to him. In case of failure to execute the Contract within the time stated, he or they shall be

deemed to have abandoned the Contract and the amount of the deposit made by him or them will be forfeited to and retained by the City of Schenectady as liquidated damages.

The work proposed or the furnishing of materials or supplies and installation required herein must be begun within ten (10) days from the date of the execution of the Contract and will progress therewith to its completion within the number of days fixed by the Contractor in his proposal according to the terms of the Contract, specifications and plans on file in the office of the City Engineer.

The approximate quantities will be used as a basis in determining the lowest bidder. They are based upon an approximate estimate of the quantities of work to be performed. The Contractor shall not, at any time after the execution of this Contract, dispute the accuracy of the estimate or make any claims whatever against the City of Schenectady based upon their alleged accuracy or claim any misunderstanding in regard to the nature of the condition or the amount of work to be done or the quantities of materials to be furnished under this Contract. Bids will be compared, computed and canvassed on the basis of the gross sum obtained by multiplying the approximate quantities by the respective bid under unit price (c) on the proposal, the unit price (c) being the total unit price equal to the sum of unit price (a) plus unit price (b) where applicable.

All bids received shall be with the understanding that they are based on our specifications. Such specifications shall be deemed an invitation to bid, and the bid shall be deemed an offer to the City based on those terms and specifications.

City of Schenectady
REQUEST FOR BIDS
GENERAL INSTRUCTIONS TO BIDDERS

BID DISTRIBUTION- *IMPORTANT NOTICE*

The City of Schenectady officially distributes bidding documents through the Purchasing Division Office or through the Empire State Bid System website at <http://www.empirestatebidsystem.com>. Copies of bidding documents obtained from any other source are not considered official documents and will not be accepted. Only those vendors who obtain bidding documents from either the Purchasing Division Office or the Empire State Bid System are guaranteed to receive addendum information, if such information is issued.

SECTION 1: BID IDENTIFICATION

- 1.1 Title: **Sodium Hypochlorite Bulk Liquid Chlorine for the 2017 Pool Season**
- 1.2 Requesting Department: **Purchasing**

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for **Sodium Hypochlorite Bulk Liquid Chlorine for the 2017 Pool Season**
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.

SECTION 3: BIDDING DOCUMENTS

- 3.1 Complete sets of the Bidding Documents may be obtained or examined as stated in the Notice to Bidders.
- 3.2 Complete sets of Bidding Documents must be used in preparing bids. The City does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

SECTION 4: SUBMISSION OF BIDS

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and/or number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than **10:30 AM Eastern Daylight Saving Time on Wednesday, April 12, 2017**, at the following address:

Office of the City Clerk
Schenectady City Hall, Room 107
105 Jay Street
Schenectady, NY 12305

4.2 All bids received after the time stated in the "Notice to Bidders," or the bid submission deadline as modified by formal addendum consistent with Section 14 of this Request for Bids, will not be considered and will be returned to the bidder, unopened. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the City of Schenectady. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.

4.3 The City of Schenectady reserves the right to reject any or all bids in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.

SECTION 5: TERM OF BID

5.1 The bid shall be for the period commencing with the award of the bid, and ending on or about September 15, 2017. Prices shall remain firm for the entire bid period.

SECTION 6: BID SECURITY

6.1 Each bid must be accompanied by a bid bond or certified check in the amount of ***Five Per Cent (5%)*** drawn upon a national or state bank or trust company, to the order of the Commissioner of Finance, City of Schenectady. If bid is accepted, the successful Bidder will enter into a contract for the same and will execute such further security as may be required for the performance of the contract. **BID SECURITY SHALL BE INCLUDED WITH BID AT TIME OF BID OPENING; FAILURE TO DO SO MAY CAUSE REJECTION OF THE BID AS MATERIALLY INCOMPLETE.**

6.2 Every Bid Bond must contain the following elements:

A bid bond must be payable to the City of Schenectady, and must state the subject of the bid. It must state a percentage of the amount bid (**5%**) or the actual bid amount

A bid bond must be signed by the Surety, with the signature witnessed and accompanied by a corporate seal

A bid bond must be signed by the Corporation, Principal or authorized agent, with the signature witnessed and accompanied by a corporate seal

A bid bond must contain a notarized Surety acknowledgement

A bid bond must contain a notarized Corporate or Principal acknowledgement

A Surety asset statement

A Surety power of attorney

6.3 The Bid Security of the successful Bidder will be retained until such Bidder has executed the contract and furnished the required Contract Security, whereupon it will be returned. If the successful Bidder fails to execute and deliver the contract and furnish the required Contract Security within fifteen (15) days of the Notice of Award, the City may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.

6.3 Bid security of other bidders will be returned within thirty (30) days after the award of contract to the successful Bidder.

SECTION 7: QUALIFICATION OF BIDDER

- 7.1 All bidders shall submit the Bidder Qualification Questionnaire as part of the bid. Each bid must contain evidence of the bidder's qualification to do business in New York State or covenant to obtain such qualification prior to award.
- 7.2 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment "C") as part of the bid.
- 7.3 In addition, the City of Schenectady may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the City, within five (5) days of a request, all such information and data for this purpose as may be requested. The City reserves the right to reject any bid if the information submitted by, or investigation of, a bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

SECTION 8: LIQUIDATED DAMAGES

- 8.1 Time is of the essence with this Agreement. The City of Schenectady will suffer financial loss if the work is not completed within the times specified, plus any extensions thereof. Delays, expense and difficulties will be involved in proving the actual loss suffered by the City of Schenectady if the work is not completed on time. Accordingly, instead of requiring such proof, the City of Schenectady and the successful Bidder will agree that as liquidated damages for delay (but not as a penalty) the successful Bidder shall pay the City of Schenectady TWO HUNDRED FIFTY DOLLARS (\$250.00) for each day that expires after the time specified for Substantial Completion until the work is substantially complete. After Substantial Completion, if the successful Bidder shall neglect, refuse, or fail to complete the remaining work within the time specified for completion and readiness for final payment or any proper extension thereof granted by the City of Schenectady, the successful Bidder shall pay the City of Schenectady TWO HUNDRED FIFTY DOLLARS (\$250.00) for each day that expires after the time specified for completion and readiness for final payment.

SECTION 9: DISQUALIFICATION

- 9.1 The City reserves the right to refuse to issue Bidding Documents to a prospective bidder should such bidder be in default for any of the following reasons:
- (a) Failure to comply with any pre-qualification regulations of the City, if such regulations are cited, or otherwise included, in the Bidding Documents as a requirement for bidding.
 - (b) Bidder's failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the City issues the Bidding Documents to a prospective bidder.
 - (c) Bidder's default under previous contracts with the City.
 - (d) Bidder's unsatisfactory work on previous contracts with the City.
 - (e) No bid will be accepted from, or Contract awarded to, any person who is in arrears to the City of Schenectady upon debt or Contract or who is in default, as surety or

otherwise, upon any obligation to the said City, nor shall a bid be accepted or Contract awarded to any Contractor whose performance of any previous Contract has been unsatisfactory. The bidder whose bid has been accepted will be required to attend at the Office of the Clerk of the Council and execute the Contract within three (3) days from the date of the service of a notice delivered to him in person or mailed to the address given in the bid that the Contract has been awarded to him. In case of failure to execute the Contract within the time stated, he or they shall be deemed to have abandoned the Contract and the amount of the deposit made by him or them will be forfeited to and retained by the City of Schenectady as liquidated damages.

9.2 Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.

9.3 The City of Schenectady reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

9.4 Bids will be considered irregular and shall be subject to rejection for the following reasons:

- (a) If the bid is on a form other than that furnished by the City of Schenectady, or, if the City's form is altered, or, if any part of the bidding documents is detached.
- (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.
- (c) If the bid is not accompanied by the bid security specified by the City of Schenectady.

SECTION 10: THIS SECTION INTENTIONALLY LEFT BLANK

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

11.1 All bidders bidding under the provisions of the specifications are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. A signed Non-Collusive Bidding Certificate (Attachment "A") is required to be submitted with each bid on the form provided by the City.

SECTION 12: BID FORM

12.1 The Bid Form is attached hereto; additional copies may be obtained from the City.

12.2 Bids must be made on the Bid Form provided by the City. The Bid Form must be completed in ink or typewritten. The Bid Form must also be signed by an authorized representative of the bidder.

- 12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
- 12.5 All names must be printed or typed below the signature.
- 12.6 The bid must contain an acknowledgment of receipt of all Addenda (the number of which will be filled in on the Bid Form).
- 12.7 The address and email address to which communications regarding the bid are to be directed must be included on the Bid Form.

SECTION 13: EQUIVALENT GOODS

- 13.1 Manufacturers name brands are listed to indicate minimum requirements and bidding may be on brands listed, (if specified), or equivalent. Specifications shall be furnished by bidder to support equivalency. In the event of any claim by any unsuccessful bidder concerning or relating to the issue of “equal or better” or “or equal”, the successful bidder agrees, that his own cost and expense, to defend such claim or claims and agrees to hold the City of Schenectady free and harmless from any and all claims for loss or damage arising out of this transaction for any reasons.

SECTION 14: SPECIFICATION CLARIFICATION

- 14.1 All inquiries with respect to this Request for Bids must be directed to the City of Schenectady Purchasing Supervisor as follows:

Richard McIlravy-Ackert
Purchasing Supervisor
City of Schenectady
City Hall, Room 102
105 Jay Street
Schenectady, NY 12305
Phone: (518) 382-5199, Et. 5274
Fax: (518) 382-5030
rmcilravy-ackert@schenectadyny.gov

- 14.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the bidding documents. Questions received less than four (4) days prior to the date of submission of bids will not be answered. The City will be bound only by responses given by formal written Addenda.

SECTION 15: BID EVALUATION

15.1 Bids shall remain valid until:

- (a) the execution of a contract by City of Schenectady; or
- (b) the award of a purchase order by City of Schenectady; or
- (c) as otherwise rejected by City of Schenectady.

15.2 Bids received will be evaluated by City of Schenectady and will be based, as a minimum, upon the following criteria:

- (a) Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;
- (b) Completeness of the bid; and
- (c) Bidder's demonstrated capabilities and professional qualifications.

15.3 The City reserves the right to award this contract on a per item or aggregate basis, whichever is most beneficial to the City of Schenectady. Bidders need not submit bids for all items listed to be eligible for an award of this contract.

15.4 The City reserves the right to purchase items pursuant to General Municipal Law 103 from New York State Contracts, other County, political subdivision or district contracts, or New York State Preferred Sources within its discretion.

15.5 The City of Schenectady may award purchase contracts that have been procured pursuant to competitive bidding under section 103 of the NYS General Municipal Law by either lowest responsible bidder or best value.

"Best value" means the basis for awarding contracts for goods to the offerer which optimizes quality, cost and efficiency, among responsive and responsible offerers. Such basis shall reflect, wherever possible, objective and quantifiable analysis. Such basis may also identify a quantitative factor for offerers that are small businesses or certified minority- or women-owned business enterprises as defined in subdivisions one, seven, fifteen and twenty of section three hundred ten of the executive law to be used in evaluation of offers for awarding of contracts for services.

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

16.1 Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.

16.2 If, prior to awarding of the contract or within three days after opening, whichever period is shorter, any bidder files a duly signed written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material

and substantial mistake in the preparation of its bid, that bidder may withdraw its bid and the bid security will be returned.

SECTION 17: AWARD OF BID

17.1 After the award has been approved by the proper City governing authority, the successful bidder will be issued a Notice of Award. A notice of contract award shall not be binding upon the City until the contract has been fully executed by both parties.

The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the City, within the contract between the City of Schenectady and the apparent successful Bidder: the successful Bidder's bid, this Request For Bids and any written Addenda issued by the City of Schenectady in response to inquiries of prospective bidders as set forth in Section 12.2 hereof.

17.2 No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the City of Schenectady Purchasing Supervisor. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by the City of Schenectady of an attachment against the Successful Bidder, the City of Schenectady shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

SECTION 18: PERFORMANCE BOND

18.1 No Performance bond is requested for this bid.

SECTION 19: INSURANCE REQUIREMENTS

19.1 The successful Bidder will be required to procure and maintain at its own expense the following insurance coverage:

- (a) **Workers' Compensation and Employers Liability:** A policy or policies providing protection for employees in the event of job-related injuries.
- (b) **Business Automobile Liability:** Limits of Insurance of not less than \$1,000,000

City of Schenectady shall be included as Additional Insureds on Contractors Automobile Liability Policy on a primary and non-contributing basis.

- (c) **Commercial Umbrella Liability:** Limits of Insurance of not less than \$1,000,000

Umbrella coverage must include as Additional Insureds all entities that are Additional Insureds on the General Liability and the Automobile Liability policies. This insurance for the Additional Insureds shall apply as primary and non-contributing insurance before any insurance or self-insurance, including any deductible, maintained by, or provided to the Additional Insureds.

- (d) **Commercial General Liability Insurance:** Limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.

City of Schenectady shall be included as Additional Insureds on the Contractor's Commercial General Liability policy on a primary and non-contributing basis.

- (e) **Waiver of Subrogation:** Contractor waives all rights against the City of Schenectady for recovery of damages to the extent these damages are covered by Commercial General Liability, Automobile Liability, Workers Compensation, Employees Liability or Umbrella insurance maintained per the requirements stated.
- (f) **Certificate of Insurance:** A Certificate of Insurance acceptable by the City of Schenectady shall be filed by the Contractor prior to commencement of the Contractor's work.
- (g) **Notice of Cancellation of Coverage Modification:** No insurance policy required above will be cancelled, allowed to expire or reduced in coverage without at least 30 days prior written notice to the City of Schenectady.

19.2 Each policy of insurance required shall be of form and content satisfactory to the City of Schenectady Corporation Counsel.

- (a) The City of Schenectady shall be named as an additional named insured on all liability policies. **The bid name and/or number must appear on the policy.**
- (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to City of Schenectady. It shall be automatically renewed upon expiration and continued in force unless the City of Schenectady is given at least thirty (30) days written notice to the contrary.

19.3 No work shall be commenced under the contract or purchase order until the successful Bidder has delivered to the City Purchasing Supervisor or his designee proof of issuance of all policies of insurance required by the contract to be procured by the successful Bidder. If at any time, any of said policies shall expire or become unsatisfactory to the City, the successful Bidder shall promptly obtain a new policy and submit proof of insurance of the same to the City for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the City, be forthwith declared suspended, discontinued or terminated. Failure of the successful Bidder to procure and maintain any required insurance shall not relieve the successful Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

SECTION 20: INDEMNIFICATION

20.1 The successful Bidder shall defend, indemnify and save harmless the City of Schenectady, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 21: REMEDY FOR BREACH

21.1 In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the CITY OF SCHENECTADY all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the CITY to procure a substitute contractor to satisfactorily complete the contract work, together with the CITY's own costs incurred in procuring a substitute contractor.

SECTION 22: DELIVERY AND PAYMENT

22.1 All bid prices shall include freight and shall be quoted F.O.B. destination.

22.2 The City of Schenectady operates a formal Purchase Order System. Under **NO** circumstances will the vendor or contractor be paid without a purchase order. Contractor shall deliver only the items specified on the purchase order. Any Contractor who delivers items which are not ordered, or who duplicates or overships items, does so entirely at his own expense. Such shipments will be at no cost or responsibility to the City of Schenectady.

22.3 All deliveries shall be made within ten (10) business days of vendor's receipt of purchase order, unless otherwise specified in this Request for Bids, or as otherwise agreed upon between the vendor and the Purchasing Division.

22.4 Unless otherwise specified by the City, inside delivery is required. Some delivery locations are not equipped with loading docks and no additional compensation shall be paid to vendors for inside delivery at those locations.

22.5 Orders will be placed on an "as-needed" basis by the City of Schenectady departments. There are to be no minimum order amounts required. Bids stipulating minimum quantity or dollar value orders will not be considered.

22.6 Prior to payment, the items furnished and or work performed will be inspected by the Purchasing Supervisor or his designee to determine their conformity to specification. No payment will be made for items or work not meeting specification.

SECTION 23: APPRENTICESHIP TRAINING PROGRAMS (NOT NEEDED FOR THIS BID)

23.1 In accordance with Section 816-b of the New York State Labor Law, contractors and subcontractors of City construction projects with an aggregate value (which shall mean the total cost of all contracts of the project) in excess of \$200,000 or more shall have in place agreements providing appropriate apprenticeship training programs approved by the

Commissioner of the Department of Labor for the type and scope of work to be performed, at the time of bid date and prior to entering into a contract with the City of Schenectady.

23.2 A bidder who submits a bid for a City construction contract for which the contract amount is \$200,000 or more **shall submit with the bid package** the following documents **for each apprenticeship agreement**:

- (a). A copy of the current New York State Department of Labor (NYS DOL) “Apprentice Training Program Registration Agreement” (NYS DOL Agreement) issued to the bidder as a sponsor –or- issued to a NYS DOL apprenticeship sponsor with whom the bidder has an apprenticeship training agreement; AND
- (b). If the bidder is not the named sponsor on the NYS DOL Agreement described in (a), a copy of the apprenticeship training agreement between the bidder and the named sponsor.

SECTION 24: OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE (NOT NEEDED FOR THIS BID)

24.1 In compliance with NYS Labor Law Sec. 220-h, the contract required for the construction, reconstruction, maintenance and/or repair of the public work herein described, where the total cost of all work to be performed is at least TWO HUNDRED THOUSAND (\$200,000.) DOLLARS, shall require that all laborers, workers, and mechanics employed in the performance of the work on the public work site either by the Contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work herein described, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the U.S. Department of Labor’s Occupational Safety and Health Administration that is at least ten hours in duration.

SECTION 25: AFFIRMATIVE ACTION AND ANTIDISCRIMINATION

25.1 It is the policy of the City of Schenectady that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the City. The City commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the City of Schenectady that contractors and subcontractors utilize minority and women labor to the greatest extent feasible.

25.2 In bidding on this contract, the contractor acknowledges an understanding of this policy. The contractor shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

25.3 In an effort to assist contractors with compliance attached you will find the following:
Article SC19-Affirmative Action Plan and Department of Affirmative Action
Compliance Forms.

SECTION 26: ANTI DISCRIMINATION CLAUSE

26.1 Pursuant to Section 220-E of the NYS Labor Law, regarding provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works, the Contractor agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

SECTION 27: THIS SECTION INTENTIONALLY LEFT BLANK

SECTION 28: INTERPRETATION

28.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFB, and/or, the Agreement (between the City and the successful bidder/proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFB; 3) the Contractor's bid.

SECTION 29: NON APPROPRIATIONS CLAUSE

29.1 Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the City for payment under this Agreement. The City will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

SECTION 30: IRANIAN ENERGY SECTOR DIVESTMENT

30.1 Contractor/Proposer hereby represents that said Contractor/Proposer 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 days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

30.2 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.

30.3 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)."

30.4 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 therefor. The City 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:

- (1) 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

The City of Schenectady has made a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City of Schenectady would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the City in writing and shall be a public document.

1.19. EXEMPTION FROM SALE & COMPENSATING USE TAXES:

The City is exempt from payment of sales and compensating use taxes of the State of New York and political subdivisions of the State on all materials sold to the City under this contract. These taxes are not to be included in bids. This exemption applies to supplies and materials that are incorporated in the project. This exemption does not apply to equipment rentals, small tools, and supplies for equipment such as supplies of gasoline used in operating trucks. The term "materials" as used in this article includes supplies incorporated in the project. Title to all materials to be sold by the Contractor to the City pursuant to the provisions of this contract shall immediately vest in the City upon delivery of the materials to the project site and prior to their installation or incorporation into the project, subject to right of the Engineer to reject material that, in his judgment, does not meet specification.

Purchase by the Contractor of the materials to be sold to the City is a purchase for resale and therefore not subject to the sales or compensating use taxes of the State of New York or its political subdivisions. The Contractor, at the request of the Finance Department, shall furnish bills of sale or such other instruments as may be required to confirm title to such materials free of encumbrances. The Contractor, when requested, shall mark or otherwise identify all such materials as the property of the City. Title to rejected materials reverts to the contractor.

If the State of New York or any of its political subdivisions makes a claim for sales or compensating use taxes on these materials, and if the Contractor has complied with the relevant provision of this contract, the; City will reimburse the Contractor an amount equal to the amount of such tax provided that;

- A. The Contractor and material men obtain all necessary and available resale exemption certificates from the City Clerk and furnish a resale certificate to all persons from which they purchase supplies and materials for the performance of work covered by this contract; and
- B. The City is afforded the opportunity, before any payment of tax is made, to contest said claim in the manner and to the extent that the City may choose and to settle or satisfy said claims, and such attorney as the City may designate is authorized to act for the purpose of contesting, settling and satisfying said claim; and
- C. The Contractor give immediate notice to the City of any such claim, cooperate with the City and its designated attorney in contesting said claim and furnish promptly to the City and said attorney all information and documents necessary to convenient for contesting said claim, said information and documents to be preserved for six years after the date of final payment for this sale or longer if such a claim is pending or threatened at the end of six years. If the City elects to contest any such claim, it will bear the expense of such contest.

When requested by the City, the Contractor shall pay any alleged sales or compensating use tax on any of the aforesaid materials claimed by the State of New York or any

subdivision thereof to be due and owing, and the City shall reimburse the Contractor therefore.

Nothing in this Article is intended or shall be construed as relieving the Contractor from his obligations under any other provisions of the Contract Documents, and the Contractor shall have the full continuing responsibility to install the materials and supplied purchased in accordance with the provisions of this Contract, to protect the same, to maintain them in proper condition and to forthwith repair, replace and make good any damage thereto without cost to the City until such time as the work covered by the Contract is fully accepted by the City. Nothing herein shall be deemed to affect the Contractor's responsibility under any guarantee provisions of the Contract Documents or any duty or responsibility under any statute or the common law.

DETAILED SPECIFICATIONS

The City of Schenectady Department of Facilities is soliciting bids for “Sodium Hypochlorite, Bulk Liquid Chlorine” for the 2017 Swimming Pool Season.

QUANTITY & TOTES:

The anticipated amount for the 2017 Pool Season is 24,000 Gallons. This bid is based on the 24,000 gallon estimate. The City of Schenectady will only purchase the amount which will be used during the Pool Season. Bidders must submit proposals based on the estimated amount. Five (5) 300 Gallon Totes and six (6) 55 Gallon Drums with the appropriate quick connects to the Cities piping system are required to be supplied by the successful bidder. Any charges for Totes need to be included in the bid prices for the chlorine. Vendors must promptly remove all totes at the completion of the 2016 Pool Season. Any totes not promptly removed shall become the property of the City of Schenectady. Prompt removal shall be defined as within a two week period of pool closings. It shall be understood between the contracting party and the City of Schenectady that the prices submitted shall remain in effect until the completion of the contract and that at no time within the contract period shall the contractor make any claim against the City of Schenectady for increase of prices at time of delivery.

DELIVERY:

The successful bidder must deliver Liquid Chlorine to each pool site listed below three (3) times per week. The delivery schedule must be approved by the Department of Parks (518) 365-1477. All deliveries must be made prior to 10:00 a.m. on the scheduled delivery day. The successful bidder must be capable of making emergency deliveries; this may include weekend and/or holiday deliveries. Any additional charges must be included in the bidding documents.

LOCATIONS:

The locations of pools are as follows:

Central Park – Iroquois Way Schenectady, NY
Front St. Pool – 179 Front St. Schenectady, NY
Quackenbush Park – Forest Rd. Schenectady, NY
Hillhurst Park – Campbell Ave. Schenectady, NY

The City of Schenectady reserves the right to make awards according to budgetary appropriation, to reject any and all bids and to consider bids only on certain specific items, the acceptance of which it deems to be in the best interest of the City of Schenectady.

CITY OF SCHENECTADY
DEPARTMENT FINANCE
BUREAU OF PURCHASING

STATEMENT OF BIDDER'S QUALIFICATION

(To be submitted by the Bidder)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires:

1. Name of Bidder.
2. Permanent main office address.
3. When organized?
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you?
9. Have you ever defaulted on a contract? If so, where and why?
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
11. List your major equipment available for this contract.
12. Experience in work similar in importance and scope to this project.
13. Background and experience of the principal members of your organization, including the officers.
14. Credit available: \$ _____
15. Give Bank reference: _____
16. Federal Tax I.D. No.: _____

I HEREBY CERTIFY THAT I HAVE READ THE NOTICE TO BIDDERS, GENERAL INFORMATION, SPECIFICATIONS, ADDENDUM (IF ANY ATTACHED), BIDDING SHEET, AND ANY OTHER INFORMATION PERTINENT TO THIS BID. FAILING TO COMPLY WITH THE ABOVE SHALL CAUSE BID TO BE REJECTED AS INFORMAL AND CONSIDERATION WILL BE GIVEN BY THE CITY OF SCHENECTADY.

SIGNED

TITLE

(SIGNED COPY MUST BE RETURNED WITH BID)

The undersigned hereby declare(s) that they are the is) the only person(s) interested in this bid; that (1) the bid was arrived at independently and submitted without collusion with any other vendor; (2) the contents of the bid have not been communicated to any person, other than an employee of the bidder or its surety on the bond furnished; and (3) that no member of the council or other officer of the City of Schenectady, or any person in the employ of said City, is directly or indirectly interested in this bid or in the supplies or work to which it relates or in any portion of the profits thereof.

The undersigned also declare(s) that they have (has) carefully examined the form of notice, proposal, contract and specifications and the plans therein referred to on file in the office of the City Finance Department and will provide all necessary machinery, tools, apparatus and other means for construction and do all the work and furnish all the materials called for by said contract and specifications and the requirements under them of the Finance Department for the sums herein stated.

If required, accompanying this proposal is a deposit of five (5) per cent of the gross amount of the bid for the purpose of guaranteeing execution of the contract in case this proposal is accepted by the City of Schenectady, through its Committee on Bids, provided in the Notice to Bidders, such deposit to be retained by the City as liquidated damages in case of our failure, neglect or refusal to execute a contract based upon the foregoing bid; if bid is not accepted, said deposit to be returned to the undersigned.

Signature of person, firm or corporation making bid:

Date: _____

FIRM NAME: _____

ADDRESS: _____

SIGNATURE: _____

TITLE: _____

The full names and residence of all persons interested in this bid as principals are as follows:

NAME	TITLE	ADDRESS
_____	_____	_____
_____	_____	_____
_____	_____	_____

CITY OF SCHENECTADY
BIDDING SHEET
PROPOSAL

BIDS TO BE RECEIVED UNTIL 10:30 A.M. DAYLIGHT SAVINGS TIME ON APRIL 12th, 2017
 TO: THE HONORABLE COUNCIL OF THE CITY OF SCHENECTADY, NEW YORK

The undersigned proposes to supply and deliver Sodium Hypochlorite, Bulk Liquid Chlorine and furnish containers for the 2017 Swimming Pool Season in accordance with specifications on file in the office of the Purchasing Department for the following prices:

Item No.	Product Description	Approx. Quantity	Unit	Unit Price	Extension
1	BULK LIQUID CHLORINE	24,000	Gallon		
2	TOTE(S)	5	EA		
3	Additional Delivery Costs				
ITEMS 1 – 3 TOTAL BID AMOUNT		\$			
ITEMS 1 -3 TOTAL BID AMOUNT ITEMS WRITTEN IN WORDS:					
DELIVERY _____ CALENDAR DAYS AFTER AWARD					

CERTIFIED CHECK, BID BOND OR BANK CHECK IN THE AMOUNT OF 5% (FIVE PERCENT) OF TOTAL TO ACCOMPANY BID IS REQUIRED.

A SUPPLY BOND **IS NOT** REQUIRED FOR THIS PROJECT.

BIDDERS ARE REQUIRED TO MAKE ITEM BY ITEM COMPARISON WITH THE DETAILED SPECIFICATION. FAILURE TO DO SO MAY RESULT IN THE BID BEING CLASSIFIED AS IRREGULAR AND REJECTED. (SEE GENERAL INFORMATION - INFORMATION TO BE SUBMITTED WITH BID).

BIDDER NAME: _____

BIDDER ADDRESS: _____

SIGNATURE OF BIDDER: _____

DATE: _____

IN WITNESS WHEREOF, the parties hereto, the Mayor of the City of Schenectady, N.Y., for the City, as party of the first part, and the Contractor, as party of the second part, have hereunto affixed their names and seals, the day and year above mentioned.

City of Schenectady, N.Y.

(Seal)

By _____
Gary R. McCarthy

(L.S.)
Mayor

By _____

(L.S.)
Contractor

ATTEST:

Council, City of Schenectady

ACKNOWLEDGMENT OF MAYOR

State of New York,)
County of Schenectady,) ss.
City of Schenectady.)

On this _____, before me personally appeared Gary R. McCarthy known to me to be the Mayor of the City of Schenectady, who, being by me duly sworn, did depose and say that he resides in the said City, that he is the Mayor of the City of Schenectady, the corporation described in and which executed the above instrument, that she knows the seal of said corporation, that the seal affixed to this instrument is such corporate seal, that it was so affixed and that he signed his name thereto pursuant to a _____, Adopted on _____ by the Council of said City of Schenectady.

Notary Public - Commissioner of Deeds.

ACKNOWLEDGMENT OF CORPORATION

State of New York)
County of _____) ss.
City of _____)

On this ____ day of, _____, before me personally came _____ to me known to be the person who executed the above instrument, and who after being duly sworn, did depose and say that he resides in _____, New York; _____ that he is the owner of _____; the corporation described in and which executed the above instrument; that he knows the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by like order.

Notary Public - Commissioner of Deeds.

CERTIFICATE OF CORPORATION COUNSEL

_____, I hereby certify that the persons who executed the above contract on the part of the City of Schenectady, N.Y., had authority and power to make such contract and that the said contract is properly executed.

Corporation Counsel of the City of Schenectady, N.Y.

N.B. - The bidder is warned not to fill in any of the following spaces. This Contract, after awarded, will be made out under the direction of the Corporation Counsel.

CONTRACT
ARTICLES OF AGREEMENT

THIS AGREEMENT, made and concluded this ____ day of _____ in the year 20 ____, by and between the City of Schenectady, N.Y. by Gary R. McCarthy as Mayor of said City, party of the first part and, _____, party of the second part.

WITNESSETH, that the parties hereto for the consideration hereinafter named, agree as follows:

ARTICLE I. PERFORMANCE EMBRACES

The party of the second part agrees to furnish all the apparatus, appliances, equipment, materials, supplies or labor called for on the Bidding Sheet, as shown on the plans where plans are supplied and as described in the specifications and to complete and deliver over to the City, in perfect order and condition, all such apparatus, appliances, equipment, materials, supplies or the results of labor included under this Contract on the date set in the bid.

ARTICLE II. PAYMENTS

Payment will be made in accordance with Article 1.05 of the General Conditions section of this document.

ARTICLE III, THE CONTRACT

It is mutually agreed by both parties hereto that the contract, the Notice to Bidders, the Proposal, The General Conditions, the Special Conditions, the Detailed Specifications, the Plans (when plans are supplied) and the bonds to secure the proper performance and maintenance of the work from the contract and that they are as fully a part of the contract as if hereto attached or herein repeated. The City and the contractor, for themselves, their heirs, administrators, assigns, executors or successors hereby agree to the full performance of the covenants herein contained.

ARTICLE IV
GROUND FOR CANCELLATION OF CONTRACT

Upon the refusal of a person, when called before a grand jury to testify 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 to or receiving awards form or entering into any contracts with the City of Schenectady for goods, work or services for a period of five years after such refusal, and
- (b) Any and all contracts made with the City of Schenectady since July 1, 1959 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 City of Schenectady without incurring any penalty or damages on account of such cancellation or termination shall be paid.

ARTICLE V
EFFECT OF SALES TAX LITIGATION ON VALIDITY OF CONTRACT

It is recognized by the parties hereto that the solicitation of bids by the bidders in the form used in the bid sheet herein, whereby bidders separately stated prices for (a) the sale to the City of materials and (b) all work required for the performance of the Contract except materials and the preparation of the Contract in accordance with such bid form are solely to enable the City to utilize and benefit from its status as a subdivision of the State of New York exempt from the sales tax and compensating use taxes imposed by the State of New York or any of its subdivisions. If any of the contract documents should be declared illegal by any court because of such division of the total amount required for the performance of this contract into separate parts for furnishing materials on the one hand and the performance of all work except such materials on the other hand, such action or decision shall not relieve any party under this contract of its obligations there under. In the event this contract should be declared invalid as aforesaid, then the bids accepted for the performance of this contract and other contract documents shall be treated by the parties hereto as though the bids were submitted as a single unit price bid consisting of the total of the unit price bids submitted for the above described division or parts respectively for materials on the one hand and the performance of all work except materials on the other hand for each bid item.

Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law
Iranian Energy Sector Divestment

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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 paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. 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
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature _____

Name Printed: _____

Title: _____

Company Name: _____

Date: _____

SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE

The Affirmative Action Office monitors subcontracting and labor participation for contracts let by agencies and authorities of Schenectady County. **The Schedule of M/W/DBE and Labor Performance must be completed and submitted within fifteen days of receiving the Notice of Award.** The figures represent the contractor’s best estimate of workforce needs and minority/female representation of that workforce. Questions regarding completion of this form can be directed to the County of Schenectady, Affirmative Action Office at 518-388-4233 ext. 4171 or 4168.

Contractor: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax Number: _____

Federal ID No.: _____

Project Name: _____ Project Cost: _____

Completion Date: _____

Contract Description:

Bidder is an approved MBE WBE

If yes, specify agency: _____

JOINT VENTURE

MBE/WBE participation is broken down into Joint Ventures with Bidder, Subcontracting Construction, Trucking or Services, and Materials or Supplies. Joint ventures between the Prime Bidder and MBE/WBE firms are shown below. Joint Ventures with Bidder (check one) :

No MBE/WBE joint ventures with Bidder on this Contract.

Bidder is joint venturing with the following firm(s)

(attach a copy of joint venture agreements to this form)

Name: _____ Address: _____

City/State/Zip: _____

Telephone: _____

Federal ID No: _____

MBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

WBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

Sub-contractor Performance

MBE Goal: 7% x Total Bid Amount = \$_____

WBE Goal: 5% x Total Bid Amount = \$_____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of New York _____)
County of _____)SS.

_____, being first duly sworn, deposes and says that:

(1) He is _____ of _____ the Bidder that has submitted the attached bid:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances in relation to such Bid:

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, conceived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against _____ (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

Title: _____

Subscribed and sworn to before me
this _____ day of _____, 20____

Notary Public

My commission expires: