

## TOWN OF SCHROON NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN, that the Undersigned, on behalf of the Town of Schroon, will accept sealed bids at the Town Hall until 1:00 P.M. on August 22, 2016 for a Court and Library Addition.

The bids shall be opened publicly and read aloud on August 22, 2016 at 1:00 P.M. at the Schroon Town Hall, 15 Leland Avenue, Schroon Lake, New York 12870.

Copies of the Plans and Specifications will be available for review at the Schroon Town Clerk's Office, Town of Schroon, 15 Leland Avenue, Schroon Lake, NY, ( Mon.- Fri 10AM to 2PM). Plans and specifications will be on the County website at: [www.co.essex.ny.us](http://www.co.essex.ny.us) or can be purchased for a non-refundable \$55 Fee. Checks shall be made payable to the Town of Schroon.

All bids submitted in response to this notice shall be marked "SEALED BID – COURT & LIBRARY ADDITION" clearly on the outside of the envelope.

Dated: July 21, 2016

Patricia Savarie  
Town of Schroon  
Town Clerk

## INSTRUCTIONS TO BIDDERS

*A pre-bid conference shall be held on August 4, 2016 at 1:00 PM at 15 Leland avenue, Schroon Lake, NY 12870. All contractors who plan to submit a bid are urged to attend.*

*Each proposal must be accompanied by either a Certified Check payable to the Town in the amount of five percent (5%) of amount of the bid or a Bid Bond, in a form acceptable to the Town Attorney.*

*Attention of the bidders is particularly called to the requirements as to the conditions of employment to be observed and minimum wage rates under the Contract.*

All bids shall be submitted on the bid sheets included in the package, and no other forms shall be accepted.

The Town reserves the right to reject any and all bids not considered to be in the best interest of the Town, and to waive any technical or formal defect in the bids which is considered by the Town to be merely irregular, immaterial, or unsubstantial.

In addition to bid sheets, the bidder shall submit executed non-collusion bid certificates signed by the bidder or one of its officers as required by the General Municipal Law Sec. 103d. The bidder shall also submit an executed certificate of compliance with the Iran Divestment Act signed by the bidder or one of its officers as required by the General Municipal Law Sec. 103g.

A Contract awarded pursuant to this notice shall be subject to the provisions of Sections 103-1, 103-b, 103-d and 103-g of the General Municipal Law.

The Town affirmatively states that in regard to any contract entered into pursuant to these instructions, without regard to race, color, sex, religion, age, national origin, disability, sexual preference or Vietnam Era veteran status, disadvantaged and minority or women-owned business enterprises will be afforded equal opportunity to submit bids in response hereto.

*Addenda will be posted on the Essex County Website, interested vendors are urged to check before submitting their bid.*

Each bidder will need to complete, sign, have notarized and return the following documents with their Bid:

- 1) *Vendor Responsibility Questionnaire*
- 2) *Certification of Compliance With Iran Divestment Act*
- 3) *Non-Collusive Bidding Certification*

**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165a and New York General Municipal Law § 103 -g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL §165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

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

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

The Town reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, \_\_\_\_\_, being duly sworn, deposes and says that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

SIGNED \_\_\_\_\_

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

**NON-COLLUSIVE BIDDING CERTIFICATE**  
**SEC 103-d GENERAL MUNICIPAL LAW**

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 his knowledge and behalf:

1. The price in this bid has 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, prior to the opening, directly or indirectly to any other bidder or any other competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition.

I hereby affirm under the penalties of perjury that the foregoing statement is true.

SIGNED: \_\_\_\_\_

AFFIX SEAL IF  
PRINCIPAL IS CORPORATION

**TOWN OF SCHROON**  
**INDEMNIFICATION, HOLD HARMLESS AND**  
**INSURANCE AGREEMENT**

**A. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent permitted by law,

\_\_\_\_\_ (“Contractor”) agrees to defend, indemnify, and hold harmless

and the **TOWN OF SCHROON** its/their officers, directors, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable legal fees and costs arising in whole or in part and in any manner from acts, omissions, breach or default of contractor, in connection with performance of any work by Contractor, its officers, directors, agents, employees and contractors.

**B. INSURANCE**

- Contractor hereby agrees that he will obtain and keep in force an insurance policy or policies to cover his liability hereunder and to defend and save harmless Contractor and the **TOWN OF SCHROON** in the minimum amounts of \$1,000,000 per occurrence (or another appropriate agreed upon amount) for personal injury, bodily injury, and property damage.
- Said liability policies shall name Contractor and the **TOWN OF SCHROON** as additional insured and shall be primary to any other insurance policies.
- Contractor will obtain and keep in force Workers Compensation insurance including Employees liability to the full statutory limits.
- Contractor shall furnish to the **TOWN OF SCHROON** certificates of insurance evidencing that the aforesaid insurance coverage is in force.

CONTRACTOR: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
DATE: \_\_\_\_\_

## INSTRUCTIONS (NOTICE) TO BIDDERS

This to supersede pages 8.9, and 10 of Specifications Volume One)

### PART 1 GENERAL

#### 1.01 BIDDING REQUIREMENTS

- A. The following include the items defined as the Bidding Requirements:
1. Notice to Bidders
  2. Instructions to Bidders
  3. Supplementary Instructions to Bidders
  4. Bid Form
  5. List of Subcontractors
  6. Bid Bond

#### 1.02 CONTRACT DOCUMENTS

- A. The following include the items defined as the Contract Documents:
1. Agreement
  2. Bonds and Certificates
  3. General Conditions
  4. Supplementary Conditions
  5. Drawings
  6. General Requirements
  7. Specifications
  8. Addenda

#### 1.03 SOURCE OF BIDDING INFORMATION

- A. All technical questions during the bidding phase are to be posed by fax or in writing and mailed through "POST" only. NO QUESTIONS WILL BE ANSWERED BY PHONE. Responses will be faxed to bidders within 48 hours of receipt of question. Please use the fax transmittal included in this manual for all bidding questions.

SD Atelier – Architecture, L.L.C.

Att: Donald Davis Jr.

511 Broadway, 2<sup>nd</sup> flr.

Saratoga Springs, NY 12866

Ph.: (518) 587-3385

Fax: (518) 306-6048

E-mail: info@sdatelier.com

- B. See "Instructions to Bidders", AIA A701 and Section - "Supplementary Instructions to Bidders" for limitations upon verbal communications and addenda procedures.

#### 1.04 AVAILABILITY OF BIDDING DOCUMENTS TO ALL CONTRACTORS (See also Invitation to Bid)

- A. Quantity of Bidding Documents available without a deposit:  
None. (unless otherwise directed by the Town of Schroon Lake)
- B. Quantity of Bidding Documents available upon receipt of a deposit:  
(1) full drwg. set – (2) Specifications Booklet – Volume One and Two
- C. Deposit required for each set of Bidding Documents: Fifty Dollars -  
At cost (w/ tax) – if requested from Camelot in Albany – call ahead of time for pricing and delivery or pickup.
- D. Mailing of Bidding Documents requires a separate payment in the amount of:  
At cost (w/ tax) – if requested from Camelot in Albany – call ahead of time for pricing and delivery or pickup.
- E. Refund for the full set of Bidding Documents returned within 30 calendar days of Bid Opening (complete and in reusable condition) will be partially refunded:  
50 % of the cost for originals; unless noted otherwise by the Town of Schroon Lake.
- F. Individual Drawing Sheets and Project Manual pages will neither be available or sold. It is important that bidders are providing costs for "complete work scopes", as it pertains to their "trade".

1.05 LOCATION OF BIDDING DOCUMENTS

A. Bidding Documents are available for visual inspection at following locations:

1. Town Hall; Supervisors Office (Att: Mike Marnell); 15 Leland Ave., Town of Schroon Lake, NY; 12870; 518-532-7963 (ext. 11)
2. Camelot Copy Center, 100 Fuller Road, Albany, N.Y. 12205, 518-435-9696
3. SD Atelier – Architecture, L.L.C.; 511 Broadway, 2<sup>nd</sup>. flr, Saratoga Springs, NY; 518-587-3385

1.06 BIDS DUE

A. Submit Bids in the following manner:

1. Refer to Legal Notice; or as otherwise directed by the Town of Schroon Lake.

B. See "Instructions to Bidders" and Section - Supplementary Instructions to Bidders for additional requirements and procedures governing Bid submission. (Electronic copies are available on diskette w/ Supervisor).

1.07 BID RESULTS WILL BE AVAILABLE WITHIN FIVE (5) BUSINESS DAYS OF THE BID OPENING.

A. The Town of Schroon Lake will fax the results to those bidders who submit bids.

B. Others requesting bids may telephone a request to the Town of Schroon – Supervisors Office.

1.08 STATEMENT OF NON-COLLUSION IN BIDS & PROPOSALS

A. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law for work or services performed, to be performed or goods sold or to be sold, shall contain the following statement **as found on the bid form**:

1. "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:
  - a) 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;
  - b) 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 other bidder or to any competitor; and
  - c) No attempt has been made or will be made to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."
2. A bid shall not be considered for award nor shall award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a bidder (a) has published price lists, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items to other customers at the same prices being bid does not constitute, without more, a disclosure within the meaning of subparagraph one (a).
3. Any bid hereafter made to any political sub-division of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.
4. The contractor, at time of bid, shall provide the owner information on any lawsuits commenced by or against the contractor within the previous 24 months for work performed and on any mechanic's liens for materials or work filed by or against the contractor.

**BID PROPOSAL FOR:**

**“General Construction as Required – (Contract Bldg. and Site)”**

**For Town of Schroon Court and Library:  
15 Leland Avenue, Schroon Lake, New York 12870  
(dated: July 6, 2016)**

The bid is submitted to: *Town of Schroon Lake, in care of:*

*Town Supervisor – Michael Marnell  
15 Leland Avenue  
Schroon Lake, New York 12870*

**1.01 GENERAL:**

- A. The Undersigned, as Bidder, having examined the site and locality, and the contract documents, hereby proposes to provide and furnish all of the labor, materials, necessary tools, dependable equipment, insurance, utility, transportation and the completion of said construction in accordance with the plans, specifications and addenda issued thereto for the prices shown on the following pages.
- B. The Undersigned has examined the location of the proposed work, the drawings, specifications and other contract documents and is familiar with the local conditions of the place where the work is to be performed.
- C. The Bidder acknowledges that he has not received nor relied upon any representations or warranties of any nature whatsoever from the Owner, its officers, employees or agents and that this proposal is based solely upon his own independent examinations and investigations.
- D. The Undersigned, as Bidder, declares that this bid is in all respects fair and prepared without collusion.
- E. Should this bid be accepted by the Owner, the Undersigned, as Bidder, hereby agrees to execute the award documents described in the contract documents and to deliver any and all bonds as required for the faithful performance of said contract.
- F. In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids. It is agreed that this bid may not be withdrawn for a period of forty five (45) days from the opening thereof.
- G. It is understood that no conditions or qualifying statements have been added to this bid or otherwise, the bid may be declared irregular as being not responsive to the Invitation to Bid.
- H. All blanks in this Bid Proposal must be filled in or bid will be rejected.
- I. Note the bond shall be based on the maximum contract amount, including add alternates; if any are present in this project.
- J. All bidders for awards exceeding \$ 50,000 or more shall submit the M/WBE Utilization Affidavit with bid proposal. Failure to do so may result in the bid being rejected. It is neither the Architect's nor property Owners responsibility to insure and verify satisfaction of M/WBE and prevailing wages.



**1.02 BASE BID:**

A. **Total Base Bid: Total proposal, including labor, material, incidentals, allowances, and applicable sales and use taxes, bonds, overhead and profit.**

\$ \_\_\_\_\_  
(figures)

\_\_\_\_\_  
(words)

**1.03 ALLOWANCES (see specifications Volume One – page 27 – for the respective trades required Allowance for Contingencies)**

A. Contractor shall provide pricing information for the following Allowances to the Work. The owner may wish to modify the base bid and/or contract by use of the below listed alternates before or after the contract has been signed. Alternate prices shall remain in effect for the entire contract during which time the Owner has the option of ordering the work by Change Order at the respective predetermined price. Alternates shall include any modification of work or additional work that the undersigned may be required to perform by reason of acceptance of any alternate or alternates.

Allowance: \$ \_\_\_\_\_ (figures) \_\_\_\_\_ (words)

**1.04 ADDENDA:**

A. The following Addenda are included in this bid package (if relevant):

1. Addendum #1
2. Addendum #2

B. The Undersigned hereby acknowledges receipt of the following additional Addenda:

ADDENDUM NO.	DATED
_____	_____
_____	_____
_____	_____

**1.05 BID SECURITY:**

A. Bid Security in the sum of \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

in the form of \_\_\_\_\_

is submitted herewith in accordance with the Instructions to Bidders.

**1.06 LEGAL STATUS OF BIDDER:**

A. A CORPORATION duly organized and doing business under the laws of the State of \_\_\_\_\_ for whom \_\_\_\_\_ bearing the official title of \_\_\_\_\_ whose signature is affixed to this bid proposal and he is duly authorized to execute contracts.

B. PARTNERSHIP trading and doing business under the firm name of: \_\_\_\_\_

all of the members of which with the addresses are:

NAME	ADDRESS
_____	_____
_____	_____

C. An INDIVIDUAL, whose signature is affixed to this Bid, doing business under the firm name of: \_\_\_\_\_

D. A LIMITED LIABILITY COMPANY duly organized and doing business under the laws of the State of \_\_\_\_\_ for whom \_\_\_\_\_ bearing the official title of \_\_\_\_\_ whose signature is affixed to this bid proposal and he is duly authorized to execute contracts.

**1.07 AFFIDAVIT OF NON-COLLUSION**

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 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.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale

of materials or services to any firm or person and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid or agreeing to do so on this project.

7. I have made a diligent inquiry of all members, officers, employees and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he/she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

B. I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out above on his/her behalf and on behalf of my firm.

Bidders Firm Name: \_\_\_\_\_

Contract Title: \_\_\_\_\_

**1.08 THE ABOVE BID IS HEREBY RESPECTFULLY SUBMITTED:**

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Signature & Company Position

\_\_\_\_\_  
Type Name and Company Position

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date Signed

Signed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007. \_\_\_\_\_  
Notary Public

**BID PROPOSAL FOR:**

**“Plumbing as Required - Contract”**

**For Town of Schroon Court and Library:  
15 Leland Avenue, Schroon Lake, New York 12870  
(dated: July 6, 2016)**

The bid is submitted to: *Town of Schroon Lake, in care of:*

*Town Supervisor – Michael Marnell  
15 Leland Avenue  
Schroon Lake, New York 12870*

**1.01 GENERAL:**

- A. The Undersigned, as Bidder, having examined the site and locality, and the contract documents, hereby proposes to provide and furnish all of the labor, materials, necessary tools, dependable equipment, insurance, utility, transportation and the completion of said construction in accordance with the plans, specifications and addenda issued thereto for the prices shown on the following pages.
- B. The Undersigned has examined the location of the proposed work, the drawings, specifications and other contract documents and is familiar with the local conditions of the place where the work is to be performed.
- C. The Bidder acknowledges that he has not received nor relied upon any representations or warranties of any nature whatsoever from the Owner, its officers, employees or agents and that this proposal is based solely upon his own independent examinations and investigations.
- D. The Undersigned, as Bidder, declares that this bid is in all respects fair and prepared without collusion.
- E. Should this bid be accepted by the Owner, the Undersigned, as Bidder, hereby agrees to execute the award documents described in the contract documents and to deliver any and all bonds as required for the faithful performance of said contract.
- F. In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids. It is agreed that this bid may not be withdrawn for a period of forty five (45) days from the opening thereof.
- G. It is understood that no conditions or qualifying statements have been added to this bid or otherwise, the bid may be declared irregular as being not responsive to the Invitation to Bid.
- H. All blanks in this Bid Proposal must be filled in or bid will be rejected.
- I. Note the bond shall be based on the maximum contract amount, including add alternates; if any are present in this project.
- J. All bidders for awards exceeding \$ 50,000 or more shall submit the M/WBE Utilization Affidavit with bid proposal. Failure to do so may result in the bid being rejected. It is neither the Architect's nor property Owners responsibility to insure and verify satisfaction of M/WBE and prevailing wages.

**1.02 BASE BID:**

**A. Total Base Bid: Total proposal, including labor, material, incidentals, allowances, and applicable sales and use taxes, bonds, overhead and profit.**

\$ \_\_\_\_\_  
(figures)

\_\_\_\_\_  
(words)

**1.03 ALLOWANCES (see specifications Volume One – page 27 – for the respective trades required Allowance for Contingencies)**

A. Contractor shall provide pricing information for the following Allowances to the Work. The owner may wish to modify the base bid and/or contract by use of the below listed alternates before or after the contract has been signed. Alternate prices shall remain in effect for the entire contract during which time the Owner has the option of ordering the work by Change Order at the respective predetermined price. Alternates shall include any modification of work or additional work that the undersigned may be required to perform by reason of acceptance of any alternate or alternates.

Allowance: \$ \_\_\_\_\_ (figures) \_\_\_\_\_ (words)

**1.04 ADDENDA:**

A. The following Addenda are included in this bid package (if relevant):

1. Addendum #1
2. Addendum #2

B. The Undersigned hereby acknowledges receipt of the following additional Addenda:

ADDENDUM NO.	DATED
_____	_____
_____	_____
_____	_____

**1.05 BID SECURITY:**

A. Bid Security in the sum of \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

in the form of \_\_\_\_\_

is submitted herewith in accordance with the Instructions to Bidders.

**1.06 LEGAL STATUS OF BIDDER:**

A. A CORPORATION duly organized and doing business under the laws of the State of \_\_\_\_\_ for whom \_\_\_\_\_ bearing the official title of \_\_\_\_\_ whose signature is affixed to this bid proposal and he is duly authorized to execute contracts.

B. PARTNERSHIP trading and doing business under the firm name of: \_\_\_\_\_

all of the members of which with the addresses are:

NAME	ADDRESS
_____	_____
_____	_____

C. An INDIVIDUAL, whose signature is affixed to this Bid, doing business under the firm name of: \_\_\_\_\_

D. A LIMITED LIABILITY COMPANY duly organized and doing business under the laws of the State of \_\_\_\_\_ for whom \_\_\_\_\_ bearing the official title of \_\_\_\_\_ whose signature is affixed to this bid proposal and he is duly authorized to execute contracts.

**1.07 AFFIDAVIT OF NON-COLLUSION**

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 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.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale

of materials or services to any firm or person and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid or agreeing to do so on this project.

7. I have made a diligent inquiry of all members, officers, employees and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he/she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

B. I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out above on his/her behalf and on behalf of my firm.

Bidders Firm Name: \_\_\_\_\_

Contract Title: \_\_\_\_\_

**1.08 THE ABOVE BID IS HEREBY RESPECTFULLY SUBMITTED:**

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Signature & Company Position

\_\_\_\_\_  
Type Name and Company Position

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date Signed

Signed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007. \_\_\_\_\_  
Notary Public

**BID PROPOSAL FOR:**

**“Heating, Ventilation and Air Conditioning as Required - Contract”**

**For Town of Schroon Court and Library:  
15 Leland Avenue, Schroon Lake, New York 12870  
(dated: July 6, 2016)**

The bid is submitted to: *Town of Schroon Lake, in care of:*

*Town Supervisor – Michael Marnell  
15 Leland Avenue  
Schroon Lake, New York 12870*

**1.01 GENERAL:**

- A. The Undersigned, as Bidder, having examined the site and locality, and the contract documents, hereby proposes to provide and furnish all of the labor, materials, necessary tools, dependable equipment, insurance, utility, transportation and the completion of said construction in accordance with the plans, specifications and addenda issued thereto for the prices shown on the following pages.
- B. The Undersigned has examined the location of the proposed work, the drawings, specifications and other contract documents and is familiar with the local conditions of the place where the work is to be performed.
- C. The Bidder acknowledges that he has not received nor relied upon any representations or warranties of any nature whatsoever from the Owner, its officers, employees or agents and that this proposal is based solely upon his own independent examinations and investigations.
- D. The Undersigned, as Bidder, declares that this bid is in all respects fair and prepared without collusion.
- E. Should this bid be accepted by the Owner, the Undersigned, as Bidder, hereby agrees to execute the award documents described in the contract documents and to deliver any and all bonds as required for the faithful performance of said contract.
- F. In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids. It is agreed that this bid may not be withdrawn for a period of forty five (45) days from the opening thereof.
- G. It is understood that no conditions or qualifying statements have been added to this bid or otherwise, the bid may be declared irregular as being not responsive to the Invitation to Bid.
- H. All blanks in this Bid Proposal must be filled in or bid will be rejected.
- I. Note the bond shall be based on the maximum contract amount, including add alternates; if any are present in this project.
- J. All bidders for awards exceeding \$ 50,000 or more shall submit the M/WBE Utilization Affidavit with bid proposal. Failure to do so may result in the bid being rejected. It is neither the Architect's nor property Owners responsibility to insure and verify satisfaction of M/WBE and prevailing wages.



**1.02 BASE BID:**

A. **Total Base Bid: Total proposal, including labor, material, incidentals, allowances, and applicable sales and use taxes, bonds, overhead and profit.**

\$ \_\_\_\_\_  
(figures)

\_\_\_\_\_  
(words)

**1.03 ALLOWANCES (see specifications Volume One – page 27 – for the respective trades required Allowance for Contingencies)**

A. Contractor shall provide pricing information for the following Allowances to the Work. The owner may wish to modify the base bid and/or contract by use of the below listed alternates before or after the contract has been signed. Alternate prices shall remain in effect for the entire contract during which time the Owner has the option of ordering the work by Change Order at the respective predetermined price. Alternates shall include any modification of work or additional work that the undersigned may be required to perform by reason of acceptance of any alternate or alternates.

Allowance: \$ \_\_\_\_\_ (figures) \_\_\_\_\_ (words)

**1.04 ADDENDA:**

A. The following Addenda are included in this bid package (if relevant):

1. Addendum #1
2. Addendum #2

B. The Undersigned hereby acknowledges receipt of the following additional Addenda:

ADDENDUM NO.	DATED
_____	_____
_____	_____
_____	_____

**1.05 BID SECURITY:**

A. Bid Security in the sum of \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

in the form of \_\_\_\_\_

is submitted herewith in accordance with the Instructions to Bidders.

**1.06 LEGAL STATUS OF BIDDER:**

A. A CORPORATION duly organized and doing business under the laws of the State of

\_\_\_\_\_ for whom \_\_\_\_\_ bearing the official title of

\_\_\_\_\_ whose signature is affixed to this bid proposal and he is duly authorized to execute contracts.

B. PARTNERSHIP trading and doing business under the firm name of:

\_\_\_\_\_  
\_\_\_\_\_

all of the members of which with the addresses are:

NAME	ADDRESS
------	---------

\_\_\_\_\_  
\_\_\_\_\_

C. An INDIVIDUAL, whose signature is affixed to this Bid, doing business under the firm name of:

\_\_\_\_\_  
\_\_\_\_\_

D. A LIMITED LIABILITY COMPANY duly organized and doing business under the laws of

the State of \_\_\_\_\_ for whom \_\_\_\_\_ bearing the official

title of \_\_\_\_\_ whose signature is affixed to this bid proposal and he is duly authorized to execute contracts.

**1.07 AFFIDAVIT OF NON-COLLUSION**

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 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.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale

of materials or services to any firm or person and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid or agreeing to do so on this project.

7. I have made a diligent inquiry of all members, officers, employees and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he/she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

B. I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out above on his/her behalf and on behalf of my firm.

Bidders Firm Name: \_\_\_\_\_

Contract Title: \_\_\_\_\_

**1.08 THE ABOVE BID IS HEREBY RESPECTFULLY SUBMITTED:**

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Signature & Company Position

\_\_\_\_\_  
Type Name and Company Position

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date Signed

Signed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007. \_\_\_\_\_  
Notary Public

**BID PROPOSAL FOR:**

**"Electrical as Required - Contract"**

**For Town of Schroon Court and Library:  
15 Leland Avenue, Schroon Lake, New York 12870  
(dated: July 6, 2016)**

The bid is submitted to: *Town of Schroon Lake, in care of:*

*Town Supervisor – Michael Marnell  
15 Leland Avenue  
Schroon Lake, New York 12870*

**1.01 GENERAL:**

- A. The Undersigned, as Bidder, having examined the site and locality, and the contract documents, hereby proposes to provide and furnish all of the labor, materials, necessary tools, dependable equipment, insurance, utility, transportation and the completion of said construction in accordance with the plans, specifications and addenda issued thereto for the prices shown on the following pages.
- B. The Undersigned has examined the location of the proposed work, the drawings, specifications and other contract documents and is familiar with the local conditions of the place where the work is to be performed.
- C. The Bidder acknowledges that he has not received nor relied upon any representations or warranties of any nature whatsoever from the Owner, its officers, employees or agents and that this proposal is based solely upon his own independent examinations and investigations.
- D. The Undersigned, as Bidder, declares that this bid is in all respects fair and prepared without collusion.
- E. Should this bid be accepted by the Owner, the Undersigned, as Bidder, hereby agrees to execute the award documents described in the contract documents and to deliver any and all bonds as required for the faithful performance of said contract.
- F. In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids. It is agreed that this bid may not be withdrawn for a period of forty five (45) days from the opening thereof.
- G. It is understood that no conditions or qualifying statements have been added to this bid or otherwise, the bid may be declared irregular as being not responsive to the Invitation to Bid.
- H. All blanks in this Bid Proposal must be filled in or bid will be rejected.
- I. Note the bond shall be based on the maximum contract amount, including add alternates; if any are present in this project.
- J. All bidders for awards exceeding \$ 50,000 or more shall submit the M/WBE Utilization Affidavit with bid proposal. Failure to do so may result in the bid being rejected. It is neither the Architect's nor property Owners responsibility to insure and verify satisfaction of M/WBE and prevailing wages.

**1.02 BASE BID:**

A. **Total Base Bid: Total proposal, including labor, material, incidentals, allowances, and applicable sales and use taxes, bonds, overhead and profit.**

\$ \_\_\_\_\_  
(figures)

\_\_\_\_\_  
(words)

**1.03 ALLOWANCES (see specifications Volume One – page 27 – for the respective trades required Allowance for Contingencies)**

A. Contractor shall provide pricing information for the following Allowances to the Work. The owner may wish to modify the base bid and/or contract by use of the below listed alternates before or after the contract has been signed. Alternate prices shall remain in effect for the entire contract during which time the Owner has the option of ordering the work by Change Order at the respective predetermined price. Alternates shall include any modification of work or additional work that the undersigned may be required to perform by reason of acceptance of any alternate or alternates.

Allowance: \$ \_\_\_\_\_ (figures) \_\_\_\_\_ (words)

**1.04 ADDENDA:**

A. The following Addenda are included in this bid package (if relevant):

1. Addendum #1
2. Addendum #2

B. The Undersigned hereby acknowledges receipt of the following additional Addenda:

ADDENDUM NO.	DATED
_____	_____
_____	_____
_____	_____

**1.05 BID SECURITY:**

A. Bid Security in the sum of \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

in the form of \_\_\_\_\_

is submitted herewith in accordance with the Instructions to Bidders.

**1.06 LEGAL STATUS OF BIDDER:**

A. A CORPORATION duly organized and doing business under the laws of the State of

\_\_\_\_\_ for whom \_\_\_\_\_ bearing the official title of

\_\_\_\_\_ whose signature is affixed to this bid proposal and he is duly authorized to execute contracts.

B. PARTNERSHIP trading and doing business under the firm name of:

\_\_\_\_\_  
\_\_\_\_\_

all of the members of which with the addresses are:

NAME	ADDRESS
------	---------

_____	_____
_____	_____

C. An INDIVIDUAL, whose signature is affixed to this Bid, doing business under the firm name of:

\_\_\_\_\_  
\_\_\_\_\_

D. A LIMITED LIABILITY COMPANY duly organized and doing business under the laws of

the State of \_\_\_\_\_ for whom \_\_\_\_\_ bearing the official

title of \_\_\_\_\_ whose signature is affixed to this bid proposal and he is duly authorized to execute contracts.

**1.07 AFFIDAVIT OF NON-COLLUSION**

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 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.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale

of materials or services to any firm or person and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid or agreeing to do so on this project.

7. I have made a diligent inquiry of all members, officers, employees and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he/she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

B. I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out above on his/her behalf and on behalf of my firm.

Bidders Firm Name: \_\_\_\_\_

Contract Title: \_\_\_\_\_

**1.08 THE ABOVE BID IS HEREBY RESPECTFULLY SUBMITTED:**

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Signature & Company Position

\_\_\_\_\_  
Type Name and Company Position

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date Signed

Signed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007. \_\_\_\_\_  
Notary Public