

**PROPOSAL (BID) FORM**

The undersigned (bidder), having examined the list of streets, the Contract Documents and all interpretations of any addenda to the Contract Documents issued by the Village, the Information to Bidders, the Instructions to Bidders, the Supplementary Instructions to Bidders, the General Conditions, the Supplementary General Conditions, the Specifications and the Agreement, which together compose the Contract Documents, and having satisfied the undersigned as to all quantities and conditions, and understanding that in signing this proposal, the undersigned waives all right to plead any misunderstanding of same, it is proposed and agreed as follows:

To furnish all labor, materials and equipment, to perform all operations necessary to complete all the base bid work as required by said documents for the stipulated sums to pave the streets noted below. It is the goal of the Village to expend approximately \$130,000.00 on this project on or before May 31, 2024. The Village reserves the right to add, subtract and otherwise modify the tentative list of Village streets to be paved, or portions thereof, to achieve this goal.

<u>NAME OF STREET</u>	<u>Approx. Square Yards</u>	<u>Type 3 Binder</u>	<u>Type 6 Top</u>
South Carroll St from Chemung St to Town Line	1,610	Type 3 Binder 3" Compacted	Type 6 Top 1 ½ Compacted
South Center St from Lorraine Blvd to Town Line	264	Type 3 Binder 3" Compacted	Type 6 Top 1 ½ Compacted
Lorraine Blvd from South Center St to Fairview Terrace	2,451	Type 3 Binder 3" Compacted	Type 6 Top 1 ½ Compacted
Fairview Terrace from Chemung St to Town Line	1,638	Type 3 Binder 3" Compacted	Type 6 Top 1 ½ Compacted
<b>TOTAL:</b>	<b>5,963</b>		

<b><u>BID – PER TON OF TYPE 6 TOP, LAID IN PLACE</u></b>
\$ _____

<b><u>BID – PER TON OF TYPE 3 BINDER, LAID IN PLACE</u></b>
\$ _____

## BITUMINOUS ASPHALT PRODUCTS – APRIL 2024

**Asphalt Price Adjustment:** The Contractor's bid submitted shall be based on the NYSDOT Average Posted Price for Asphalt (Performance Graded binder). The price adjustment shall be based on the use of an Asphalt Price Adjustment in conformance with the NYSDOT Standard Specifications, Dated May, 2008 (latest edition, Section 698-1.01 – Asphalt Price Adjustment. The index price for this project shall be the monthly average posted price for the month that Bids are RECEIVED. Asphalt Price Adjustments will be based on the monthly posted price in effect at the time the asphalt is PLACED. The price adjustment will be calculated as described in NYSDOT Standard Specifications Section 698.3.01 "Asphalt Price Adjustments". See NYSDOT "Asphalt Price Adjustment Factors for Municipalities" table for conversion factors for the respective asphalt types. The contractor shall be responsible for producing original delivery tickets with date, weight and type of asphalt clearly identified, for all asphalt placed during the term of this contract.

The successful bidder is required to furnish and install bituminous asphalt products which meet or exceed the above noted NYS Department of Transportation approved mix design specifications which are in effect at the time the material is laid. The NYS Department of Transportation Standard Specifications for bituminous asphalt products dated 01/02/90 and 01/02/95 are incorporated herein by reference.

The above base bid sums are for providing all labor, materials and equipment to perform all operations necessary to complete the project.

The bituminous asphalt products will be delivered and laid in place on Village streets through bidder supplied paving machine, being a Barber-Greene Model SB-131 Asphalt Paver, with full automation control, dual crown control, vibratory screed, capable of a single pass of not less than 16 feet, or equal. No street shall be paved in more than two (2) passes without the prior approval of the Director of Public Works. All trucks delivering blacktop must be of an insulated or covered type insuring even and proper temperature of materials while being laid. The successful bidder will supply all hand labor and equipment operators as are necessary to apply the bituminous asphalt products; the only hand labor supplied by the Village will be such labor as necessary to prepare the street prior to application of the bituminous asphalt products. The bidder will provide a Raygo Vibratory Roller of at least nine (9) tons, or equal, and operator. All curbing and driveway approaches will be done by Village personnel with Village equipment.

The undersigned agrees, if awarded a contract, to execute and complete the work in accordance with the Contract Documents **no later than May 31, 2024**, and agrees to start work within 7 calendar days from and after receipt of notice to proceed from the Village. In the event the Village determines that the bidder is not deliberately and expeditiously proceeding with the work, said Village shall have the right to terminate the agreement upon 3 days' notice to the successful bidder. The undersigned has checked the above figures carefully and understands that the Owner will not be responsible for any errors or omissions on the part of the undersigned in making up his bid.

This proposal will remain in effect for a period of 30 days from the time scheduled for the submission of proposals. The undersigned will be responsible for all increases in labor rates and/or material prices which may occur during the life of this contract and any extension of same. Addenda numbers \_\_\_\_\_ have been received and are included in this proposal.

By submission of this bid or proposal, each bidder and each person signing on behalf of any bidders certifies, and in the case of any 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 or potential competitor.

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- 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, to any other bidder or to any competitor or potential competitor;
- C) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid or proposal for the purpose of restricting competition;
- D) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification; and
- E) If the bidder is a corporation, attached is a certified copy of a resolution authorizing the execution of this certificate by the signature of this bid or proposal on behalf of the corporate bidder.

If Bid Bond or Bid Deposit are required, per the specifications, the undersigned has attached to this proposal a bond or deposit of \$       N/A       which shall become the property of the Village of Horseheads if this proposal is accepted and the undersigned shall fail to provide the required performance bond to the Village within 15 days after the Village gives notice of acceptance to proceed in writing. The undersigned shall, within 15 days of the giving of such notice, execute and deliver to the Village the contract(s) in the form attached hereto or in a special form that may be drawn in accordance with the Village Attorney's requirements.

General Municipal Law Sections 103, 103-a, 103-b, 103-c, 103-d, and 103-e are incorporated herein as though specifically set forth. GML Sections 103-a and 103-b provide in pertinent part that upon refusal of a person, when called before a body or person in power to compel attendance of witnesses and examine them under oath, to testify in an investigation or to sign a Waiver of Immunity against subsequent criminal prosecution or to answer any relevant question, such person and any firm, etc. of which he is a member shall be disqualified from thereafter selling or submitting bids or receiving awards for a period of five years and any and all contracts made by such person or by any such firm may be canceled or terminated without penalty or damages.

CONTRACTOR \_\_\_\_\_

BY \_\_\_\_\_  
(Signature)

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE \_\_\_\_\_

DATE \_\_\_\_\_

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**RESOLUTION TO BE COMPLETED IF BIDDER IS A CORPORATION**

Resolved that \_\_\_\_\_ be authorized to sign and  
(Name of Individual)

Submit the bid or proposal of this corporation for the following project:

SUPPLY AND LAYING OF BITUMINOUS ASPHALT PRODUCTS ON VARIOUS STREETS IN  
THE VILLAGE OF HORSEHEADS, NY - APRIL 2024

and to include in such bid or proposal the certification as to Non-Collusion

(GML Section 103-d), Waiver of Immunity (GML Section 103-a), and Iranian Energy Sector

Divestment (GML Section 103-g) as the act and deed of such corporation, and for any

inaccuracies or mis-statements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by

\_\_\_\_\_ at the meeting of its Board of  
(Name of Corporation)

Directors held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and is still in force and effect on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. (Last date shall be bid date).

(SEAL OF CORPORATION)

\_\_\_\_\_  
SECRETARY

COMPANY NAME \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

### WAIVER OF IMMUNITY PURSUANT TO GML SECTION 103a

The Contractor (Bidder) and/or Vendor and/or Supplier, hereby agrees to the provisions in the law which require that upon refusal of a person, when called before a Grand Jury, head of a State Department, temporary state commission, or other state agency, the Organized Crime Task Force in the Department of Law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in any investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state, or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against the 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 from or entering into any contract with any municipal corporation or fire district or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that
- (b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this Law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

### NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO GML103d

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by Law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (a)1, 2 and 3 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 (1)1, 2 and 3 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, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same time prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph (a)1.

#### **IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION PURSUANT TO GML 103G**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of any joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief each bidder is not on the list created pursuant to Paragraph (b) of Subdivision 3 of Section 165-a of the State Finance Law.

**BY SUBMISSION OF THIS BID, THE UNDERSIGNED HEREBY AFFIRMS THE TRUTH OF THE FOREGOING CERTIFICATIONS UNDER THE PENALTIES OF PERJURY.**

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

**ALL BIDDERS MUST SIGN THIS CERTIFICATION PRIOR TO THE OPENING OF BIDS.**