



**TOWN OF VIRGIL  
BID FOR INSTALLATION OF ROOF AT  
TOWN HIGHWAY GARAGE**

**NOTICE TO BIDDERS** Town of Virgil Highway Garage Roof Project 100' x 100' Bid Specs

**NOTICE IS HEREBY GIVEN** that the Town of Virgil will receive sealed bids for the installation of a .060 EPDM Rubber roofing roof at Virgil Highway Department garage located at 1695 Route 392 Cortland, NY 13045. Such sealed bids must be received in the Virgil town hall, 1176 Church St. Cortland, NY 13045; Monday through Friday, between the hours of 8:00 am and 3:30 pm, PRIOR TO noon on Thursday, June 11, 2020 said bids will be opened during the town board meeting.

Bid forms and detailed specifications may be obtained at the Virgil town hall, at the above mentioned address. Vendors may call to arrange for document pick up. No documents will be mailed. Any questions should be addressed to Alane Van Donsel, town clerk, via phone at (607) 835-6174. There will not be a contractors meeting. The site of project construction is open and available for assessment by interested contractors between the hours of 6:00 A.M and 5:00 P.M located at 1695 Route 392 Cortland, NY 13045.

NOTE: The Town of Virgil shall not be held responsible for the completeness or accuracy of any bid documents received by a vendor that were not directly issued to that vendor by the Town of Virgil.

Any vendor submitting a bid based on incomplete or inaccurate information resulting from documentation received from any third party, shall not have cause for relief from award or completion of a contract in accordance with the official documents on file with the Town of Virgil

It is highly suggested that all vendors interested in participating in this bid, contact the Town of Virgil directly at the above address or telephone number to assure that they have received the most accurate and up to date material concerning this contract.

The Town of Virgil will not offer or supply anyone the list of people that have obtained a copy of these bid specifications.

**NO EXCEPTIONS ARE MADE TO THIS POLICY.**

Town of Virgil reserves the right to reject any and all bids.

## **INSTRUCTIONS TO BIDDERS**

1. Read all documents contained in the bid specifications.
2. Vendors are responsible for submitting their bids to the exact location indicated on the "Notice to Bidders" prior to the time indicated in the "Notice to Bidders". No bids will be accepted after the designated time indicated in the "Notice to Bidders".

NOTE: This includes any changes listed on the latest addendum issued by the Town of Virgil, if any. Delay in mail delivery is not an exception to the deadline for receipt of bids.

3. Bidders are responsible for reporting, in writing, any errors found in the bid specifications to the town clerk at Virgil town hall, 1176 church St. Cortland, NY 13045.
4. Questions about or clarifications to the technical specifications must be made in writing to the Town of Virgil prior to the bid opening. Such questions must be in the possession of the Town of Virgil three working days prior to the bid opening unless otherwise indicated. Verbal questions may not be entertained. Questions may be faxed to (607) 835-0000, Attention: Alane Van Donsel. Include bid name. Faxed bids are not legitimate. All bids must be an original that is received by the Town of Virgil.
5. Bidders shall indicate on the outside of their sealed bid the following information:

1. Title of Bid
2. Date and Time of Bid Opening
3. Company Name Vendors submitting "Alternate" pricing, products or services, must do so as a separate bid package to be considered for award.

Each bid must be submitted under separate cover and will be considered on its own merits.

6. The only forms necessary to be submitted as a bid are the following: 1. Town Virgil Bid Proposal Form, filled out completely. (See General Information) 2. Non-Collusion Bidding Certification and Iranian Energy Divestment form signed and dated. 3. Insurance Certificates as indicated in the General Information section. 4. Hold Harmless Form. 5. Offer to Contract Form. 6. Copy of Literature for all items offered. 7. Any other information as noted in the bid document.
7. Under no circumstances is it necessary to return the technical specifications with the bid. They should be retained by the bidder for his/her records. Failure to submit any of the above data may result in the rejection of the bid as non-responsive. Furthermore, the town of Virgil reserves the right to require the vendor to supply any additional information it deems necessary to determine the successful responsive/responsible vendor and further to waive any minor informalities it deems in its best interest.

## **GENERAL INFORMATION**

METHOD OF AWARD: The contract if awarded will be to the lowest responsive/responsible bidder(s) in part or in whole who meets(s) all the terms of the specifications. The Town of Virgil guarantees no minimum or maximum purchases or contracts as a result of award of this bid. Town of Virgil reserves the right to allow all municipal and not for profit organizations authorized under the awarded as a result of this bid in accordance with the latest amendments to NYS GML

100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between the Town of Virgil and the vendor.

**GUARANTEE:** The contractor shall guarantee that the material/equipment offered is standard new equipment, latest model of regular stock product and in current production, and includes all parts regularly used with this type of equipment; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered shall be guaranteed against faulty material and workmanship for period of 20 years unless otherwise specified. If, during this period, such faults develop, the unit(s) or part(s) affected shall be replaced without any cost to the Town of Virgil. When the manufacturer's standard guarantee for the complete unit or any component thereby exceeds twelve months the longer guarantee period shall apply.

**QUALIFICATION OF BIDDER:** Bids will only be accepted from established manufacturers or their authorized dealers. In the event a dealer submits a bid, the dealer shall guarantee that he/she is an authorized dealer of the manufacturer and the manufacturer has agreed to supply the dealer with the equipment offered in the proposal and that the dealer is authorized by the manufacturer to sell the equipment within Town of Virgil, New York. Further, the dealer agrees to submit a certificate from the manufacturer acknowledging that he/she is an authorized dealer, if so requested. All vendors providing services and/or products to the Town of Virgil and all municipal entities included under any contract resulting from an award of the attached bid(s) are required to comply with all current State, Federal and local laws, rules and regulations.

**AWARD OF BID:** The award, if any, will be made within forty-five (45) calendar days of the opening date. All successful vendors shall be notified by the Town of Virgil of any contracts they have been awarded. Notice of awards shall be in the form of a copy of the resolution approved by the Town of Virgil Board.

The Town of Virgil shall only deal with the vendors actually submitting the bid AND supplying the material, service or equipment described in the attached specifications. Any financial or other arrangements made between the vendor and any other party as a part of this bid are strictly between those parties and the Town of Virgil shall not be included or be required to participate in them in any way. Furthermore, the Town of Virgil shall only make payments directly to the vendor awarded a contract as a result of that vendor submitting a valid bid, being deemed the successful vendor, awarded a contract and issued a purchase order. The Town of Virgil shall not make partial or prepayments of any kind unless stipulated in the specifications by the Town of Virgil. All payments made shall be authorized in the standard manner used by the Town of Virgil Board of. All invoices shall be submitted to the Town of Virgil board that shall review and submit for payment through the standard accounts payable schedule. All payments are mailed.

**TERMINATION CLAUSE:** The Town of Virgil reserves the right to terminate any contract resulting from this bid with ten (10) calendar day's written notice to the vendor. The Town of Virgil agrees to show cause and allow the vendor the opportunity to rectify problems. However, if in the sole discretion of the board, the vendor has not resolved the problem to the satisfaction of the Town of Virgil in a timely and workman like manner, said contract shall be terminated and the vendor agrees to remove said equipment from Town of Virgil property within seven (7) calendar days and refund the Town of Virgil in full for the repair within that same timeframe.

**BID FORM RESPONSES:** When filling out the attached bid form, please be certain that: 1. All blanks are filled in with the requested information. 2. All forms are signed in blue or other non-black ink. 3. All areas requiring a price are to be filled in as follows: Supply a numerical price for all products or services to be provided. (This includes a \$0.00 if there is no additional cost for any item.) The words "No Bid" if you are not interested in or unable to perform any particular portion for the bid. All markings other than those indicated above or any blank spaces where prices are indicated shall be deemed

as a “no bid” by the Town of Virgil and shall make the vendor non-responsive for that particular item(s). No exceptions shall be made in this case.

**FAILURE TO PERFORM:** Should the equipment fail to perform as advertised at any point within the timeframe of the guarantee, the vendor shall, at its own expense, and at the Town of Virgil option, repair or replace said equipment. Should the vendor fail to make the equipment operate as advertised within a reasonable amount of time as determined by the using department and the town board, the vendor agrees to remove the equipment and refund the Town of Virgil a prorated amount as follows. The percentage of time the equipment ran as advertised, as documented by the Town of Virgil, in comparison to the manufacturers guarantee shall be calculated. That percentage of the original purchase price shall be deducted and the remainder of the original purchase price shall be refunded to the Town of Virgil. No finance or any other charges shall be assessed to or by either party.

**SUBSTITUTE OF “OR EQUAL” ITEMS A CONTRACT,** if awarded, will be on the basis of materials and equipment as described in the Drawings and Specifications, and “or equal” items submitted by the bidder and accepted by the Town of Virgil. The bidder may offer “or equal” items that meet the same performance and reliability standards as specified herein. If the bidder offers an “or equal” item, the bidder must include with the bid package, documentation establishing equality of construction, operation and utility. Said “or equal” items shall be accepted or rejected based upon the Town of Virgil’s evaluation of the submitted documentation. All costs associated with the review of any “or equal” items prior to recommendation of award shall be at the expense of the bidder. If a submitted “or equal” item is rejected, the bidders shall be afforded an opportunity to meet with the Town of Virgil to offer additional qualifying opinions and information prior to the Town of Virgil rejecting the bid. However, if it is determined by the Town of Virgil that the materials or equipment do not meet the minimum acceptable specification, the vendor will not have the opportunity to offer the Town of Virgil other alternatives or to offer the original equipment specified by the Town of Virgil. Additionally, the bidder shall not have the opportunity to submit any alternative materials or equipment after the bids have been opened or awarded. Neither the Town of Virgil nor its representatives shall make any determinations as to equality of materials or equipment prior to the opening of bids. The decision to accept or reject and “or equal” item rests solely with the Town of Virgil. If a substitute “or equal” item is not accepted by the Town of Virgil, bid will be deemed non-responsive and the Town of Virgil shall reject this bid. The next lowest responsive bid shall then be reviewed for recommendation of award.

**NON-APPROPRIATIONS CLAUSE:** In accordance with New York State General Municipal Laws, the Town of Virgil will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the vendor agrees to hold the Town of Virgil harmless for any contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance or a purchase order by the Town of Virgil. Issuance of a purchase order by the Town of Virgil indicates that the Town of Virgil currently has and has set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Receipt of a resolution by the Town of Virgil Board is not in and of itself a binding contract with the Town of Virgil. Should it become necessary for the Town of Virgil to cancel a project or purchase after an order to proceed or purchase order has been issued, the Town of Virgil will only be liable for and the vendor agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation. (See Bid Form for further notes.)

**SPECIFICATIONS SUBMITTED BY:** Town of Virgil FOR THE INSTALLATION OF A ROOF AT Town of Virgil HIGHWAY DEPARTMENT.

The Town of Virgil invites the submission of sealed bids for the installation of a replacement roof at the Virgil Highway Department located at 0000 Route 392 Rte, Cortland, NY 113045. Such sealed bids must be received in Town of Virgil,

1176 Church St, Cortland, NY 13045 **PRIOR TO** June 11th, 2020, noon. Bids will be opened at March town board meeting that evening, but not awarded until reviewed.

This is for purchase of material and installation of a rubber roof at Virgil Highway Department as outlined in the following specifications. These specifications are for guidance only and comparable "or equal" material may be submitted by the bidder and accepted by the Town of Virgil. Site access is available for interested contractors to assess the mentioned project between the hours of 6:00AM and 3:00PM.

**Material, SERVICES AND EQUIPMENT TO BE INCLUDED IN NET PRICE**

Engineer approved roof, engineer stamp is required.

Provide man lift to facilitate work.

Manufacturers' specifications to maintain a twenty (20) year roof warranty,

Remove the existing steel from the roof, the town will dispose of the debris.

Remove the insulation board on the interior of the garage ceiling; the town will dispose of the debris.

Supply and install 2x4 purlins 24" OC, include fasteners into steel.

Supply and install 5/8" zip sheathing including zip tape, ring shank fasteners.

Supply and install 3" ISO Board including screws and washers.

Supply and install .060 EPDM Rubber roofing, including adhesive, seam tape, primers, cover tape, term bar etc.....

Supply and install new white steel drip edge, rake trim, including fasteners.

Maintain a clean job site.

Maintain Liability Insurance, Workers Compensation Insurance, Disability Insurance (Provide Proof)

All materials/fasteners will be installed per engineer/manufacturer specifications and with their hardware.

Town building permit is required.

The town code enforcement officer will do a periodic inspection of onsite work and will do final inspection before payment.

Submit material list and vendors.

Must provide proof subcontractors are being paid on time/prevaling wages, biweekly

All materials/fasteners will be installed per engineer/manufacturer specifications and with their hardware.

**ALL WAGES TO BE PAID AT PREVAILING RATE AS PER ARTICLE 8 OF THE  
NYS LABOR LAW.**

Brand names are given for comparative purposes only to set a minimum industry standard, and are not implied to be only acceptable products. It is not the intention of this bid to discriminate against any "approved equal", but is intended that a definite quality level be established. The determination as to whether an alternate product is or is not equal shall be made by the Town of Virgil.

This bid is expected to be awarded within fourteen (14) calendar days from bid opening subject to funds available. All bids must include a non-collusion bidding certification and be received in a sealed envelope marked "HIGHWAY ROOF" by April 12th, 2020 noon.

The Town of Virgil reserves the right to award the bid to the lowest responsible bidder whose bid best fits the needs of the Town of Virgil, to reject any or all bids, or to waive any informalities. A signed purchase order or a bilaterally signed contract as furnished to a successful proposer will create a binding contract by both parties.

Bid price submitted must be net. No additional costs will be allowed for delivery or preparation of equipment as specified.

Virgil highway garage roof BID FORM

**PROPOSAL FORM FOR BID** to be publicly opened at the date and time indicated on the Notice to Bidders for installation of rubber roof at Town of Virgil Highway Department. Bids must be submitted in a sealed envelope or box plainly marked as to its contents.

Proposals must contain a statement of non-collusion as required by Section 103-d of the General Municipal Law.

The Town of Virgil reserves the right to reject any or all bids.

The Town of Virgil reserves the right to award the bid to the lowest responsible bidder whose bid best fits the needs of the Agency, to reject any or all bids, or to waive any informalities. A signed purchase order or a bilaterally signed contract as furnished to a successful proposer will create a binding contract by both parties.

The undersigned proposes to furnish the following, in accordance with the attached specifications, to the Town of Virgil at the price(s) shown. All prices are to be net delivered prices and are to include no taxes.

NAME OF FIRM: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

BY:

BY:

Above Signatory Name (PRINTED)

DATE:

FEDERAL OR TAX ID #

EMAIL ADDRESS:

Town of Virgil BID FORM (continued)

ADDENDA (Use this section ONLY when addenda are received for this bid). The following is confirmation of all the addenda upon which this bid proposal is based.

– Addenda # \_\_\_\_\_ - Received \_\_\_\_\_, 2018 \_\_\_\_\_ Initialed by Rep.

– Addenda # \_\_\_\_\_ - Received \_\_\_\_\_, 2018 \_\_\_\_\_ Initialed by Rep.

– Addenda # \_\_\_\_\_ - Received \_\_\_\_\_, 2018 \_\_\_\_\_ Initialed by Rep.

NOTE: By signing and submitting this bid for consideration the vendor acknowledges that they have read, understand and agree to all aspects of the specifications as presented without reservation, exception or alteration. Varying from the requested price breakdown may cause that item to be deemed nonresponsive.

ITEM #1 Roof at Town of Virgil Highway Department

Bid Price \$ \_\_\_\_\_

**NON-COLLUSION BIDDING CERTIFICATE**

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 there to 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. In compliance with this invitation for bids, and subject to the conditions thereof, the undersigned offers and agrees, if this bid is accepted within (30) thirty days from the date of opening, to furnish any and all of the items upon which prices are submitted.

In compliance with this invitation for bids, and subject to the conditions thereof, the undersigned offers and agrees, if this bid is accepted within (30) thirty days from the date of opening, to furnish any and all of the items upon which prices are submitted.

FIRM NAME ADDRESS \_\_\_\_\_

SIGNED BY TITLE \_\_\_\_\_

DATE TELEPHONE # \_\_\_\_\_

This form must be signed and returned with bid

Town of Virgil Insurance Requirements Edition 3/2011

(APPENDIX A. I) The Contractor shall procure and maintain at own expense and without expense to the Town of Virgil, insurance for liability for damages imposed by law, of the kinds and in the amounts hereinafter provided. The Insurance shall cover all operations under the contract whether performed by the contractor or by subcontractors. This insurance must remain in force until final acceptance by the Town of Virgil of the work covered by the contract

II) The policies must name the Town of Virgil as an additional insured and shall:

A) Be an insurance policy from an A.M. Best rated New York State licensed, admitted insurer; with a rating of an A or better.

B) State that the coverage shall be primary for the Municipality, its Board, employees and volunteers. At least ten (10) working days prior to the commencement of the work, the Contractor and all subcontractors shall submit to Town of Virgil evidence of insurance coverage as required by these documents. The Certificate of Insurance shall provide no less than thirty (30) days notice of cancellation or non-renewal of the insurance coverage. All Certificates of Insurance must be signed by a licensed agent or authorized representative of the insurance carrier. Broker signature is not acceptable.

The terms of this appendix shall control over any contractual terms elsewhere in the contract unless specifically exempted in writing.

III) The contractor/permittee agrees to indemnify the municipality for any applicable deductibles.

IV) The types and limits of insurance are as follows: A) Commercial Automobile Liability and Property damage Insurance covering all owned, leased, hired and non-owned vehicles used in connection with the Work with a combined single limit for Bodily Injury and Property damage of at least \$1,000,000 per occurrence.

B) Workers' Compensation Insurance. A policy covering the obligations of the contractor in accordance with the provisions of the Workers' Compensation Law covering all operations under the contractor, whether performed by him or by his subcontractor. The contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefit of, and keep insured during the life of said contract such employees in compliance with the provisions of the Workers' Compensation Law (State Finance Law 142). The "All States" endorsement must be attached to the Workers' Compensation Insurance.

C) Commercial General Liability (CGL) with a combined single limit for Bodily Injury, Personal Injury, and Property Damage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall provide and encompass the following: 1. Written on an occurrence form. 2. Endorsement naming the Town of Virgil as an additional insured. 3. Policy, or policies, must be endorsed to be primary as respects the coverage afforded the Additional Insured and such policy shall be primary to any other insurance maintained by the Town of Virgil. Any other

insurance maintained by the Town of Virgil shall be excess of and shall not contribute with the Contractor's or Subcontractor's insurance, regardless of the "other insurance" clause contained in the Town of Virgil own policy of insurance. 4. Policy shall contain a per job aggregate.

D) Umbrella and/or Excess Liability policies used must follow the form of the CGL, Automobile Liability and Employers Liability policies shown above and warranted to be in excess of limits provided by primary CGL, Automobile Liability, and Employer's Liability, but not excess to other insurance maintained by the **Town of Virgil, at a limit of \_\_\_\_\_.**

V) Should the Contractor engage a Subcontractor, the same conditions as are applicable to the Contractor under these insurance requirements shall apply to each subcontractor of every tier. Proof thereof shall be supplied to the Town of Virgil.

VI) At any time that the coverage provisions and limits on the policies required herein do not meet the provisions and limits set forth above, the Contractor shall immediately cease work on the Project. The Contractor shall not resume work on the Project until authorized to do so by the Town of Virgil, any delay or time lost as a result of the Contractor not having insurance required by this Article shall not give rise to a delay claim or any other claim against the Town of Virgil.

VII) Notwithstanding any other provision in the Article, the Town of Virgil may require the Contractor to provide any other form or limit of insurance necessary to secure the interests of the Town of Virgil.



VIII) The Contractor shall secure, pay for, and maintain Property Insurance necessary for protection against the loss of owned, borrowed, or rented capital equipment and tools, including any tools owned by employees, and any tools or equipment, staging towers, and forms owned, borrowed, or rented by the Contractor. The requirement to secure and maintain such insurance is solely for the benefit of the Contractor. Failure of the Contractor to secure such insurance or to maintain adequate levels of coverage shall not render the Additional Insured or their agents and employees responsible for any losses; and the Additional Insured, their agents and employees, shall have not such Liability.

IX) Neither the procurement nor the maintenance of any type of insurance by the Town of Virgil, the Contractor, or the Construction manager shall in any way be construed or deemed to limit, discharge, waive or release the Contractor from any of the obligations or risks obligations or risks accepted by the Contractor or to be a limitation of the nature or extent of said obligations and risk.

**IX) APPENDIX B HOLD HARMLESS Contractor, Public Services-Transportation**

The \_\_\_\_\_ hereby agrees that it will indemnify and save \_\_\_\_\_ (Name of Contractor) harmless the Town of Virgil from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of any omission or act of the contractor, its agents, employees, or subcontractors in the performance of this contract, to the extent permissible by law. This indemnification shall include all costs and disbursements incurred by the Town of Virgil in defending any suit, including attorneys' fees. Furthermore, at the option of the Town of Virgil, the Contractor shall provide defense for and defend all claims, demands and causes of

action referred to above, and bear all other costs and expenses related thereto.

Witness: \_\_\_\_\_ Contractor Signature: \_\_\_\_\_

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

This form must be signed and returned with bid

**Attachment "D" Certification Pursuant to Section 103-g Of the New York State General Municipal Law**

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:

\_\_\_\_\_ Signature

\_\_\_\_\_ Title

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

This form must be signed and returned with bid

**OFFER TO CONTRACT:**

TO THE Town of Virgil: We propose to furnish all labor, materials, equipment, tools and services required to complete the work in accordance with the specifications and conditions contained herein in consideration of the sum or sums stated below and agree that this document will constitute the contract if accepted by the Town of Virgil.

We hereby offer and agree to furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation to Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

We acknowledge receipt of the following addendum(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact: Company Name

Name: \_\_\_\_\_ Address \_\_\_\_\_  
City: \_\_\_\_\_ State Zip \_\_\_\_\_  
Fax: \_\_\_\_\_ Signature of Person Authorized to Sign \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_  
Email \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Notary My Commission Expires:

**ACCEPTANCE OF OFFER:**

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specification, amendments, etc. and the Contractor's Offer as accepted by the town of Virgil.

This contract shall henceforth be referred to as a contract with the same number as the Invitation for Bid. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order and/or a notice to proceed from the town of Virgil.

**AUTHORIZED Town of Virgil SIGNATURE: APPROVED AS TO FORM BY:**

## **Legal Notice Town of Virgil**

### **Notice of Accepting Bids for Replacing the Roof at the Virgil Highway Garage**

The Town of Virgil is accepting bids to replace the roof at the Virgil Highway Garage. Bid specs can be obtained online at [www.VirgilNY.org](http://www.VirgilNY.org) or from the Virgil Town Clerk at [TownClerk@VirgilNY.org](mailto:TownClerk@VirgilNY.org)

All bids must be submitted to the Virgil Town Clerk, 1176 Church Street, Virgil NY 13045 on or before June 11, 2020 at 12:00 P.M., sealed bids will be opened on June 11, 2020, at the Virgil Town Board meeting, 1176 Church Street, Virgil held at 6:30 PM. The Virgil Town Board reserves the right to reject any and all bids. By Order of the Virgil Town Board



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3. Company Name Vendors submitting "Alternate" pricing, products or services, must do so as a separate bid package to be considered for award.

Each bid must be submitted under separate cover and will be considered on its own merits.

6. The only forms necessary to be submitted as a bid are the following: 1. Town Virgil Bid Proposal Form, filled out completely. (See General Information) 2. Non-Collusion Bidding Certification and Iranian Energy Divestment form signed and dated. 3. Insurance Certificates as indicated in the General Information section. 4. Hold Harmless Form. 5. Offer to Contract Form. 6. Copy of Literature for all items offered. 7. Any other information as noted in the bid document.
7. Under no circumstances is it necessary to return the technical specifications with the bid. They should be retained by the bidder for his/her records. Failure to submit any of the above data may result in the rejection of the bid as non-responsive. Furthermore, the town of Virgil reserves the right to require the vendor to supply any additional information it deems necessary to determine the successful responsive/responsible vendor and further to waive any minor informalities it deems in its best interest.

## **GENERAL INFORMATION**

METHOD OF AWARD: The contract if awarded will be to the lowest responsive/responsible bidder(s) in part or in whole who meets(s) all the terms of the specifications. The Town of Virgil guarantees no minimum or maximum purchases or contracts as a result of award of this bid. Town of Virgil reserves the right to allow all municipal and not for profit organizations authorized under the awarded as a result of this bid in accordance with the latest amendments to NYS GML

100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between the Town of Virgil and the vendor.

**GUARANTEE:** The contractor shall guarantee that the material/equipment offered is standard new equipment, latest model of regular stock product and in current production, and includes all parts regularly used with this type of equipment; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered shall be guaranteed against faulty material and workmanship for period of 20 years unless otherwise specified. If, during this period, such faults develop, the unit(s) or part(s) affected shall be replaced without any cost to the Town of Virgil. When the manufacturer's standard guarantee for the complete unit or any component thereby exceeds twelve months the longer guarantee period shall apply.

**QUALIFICATION OF BIDDER:** Bids will only be accepted from established manufacturers or their authorized dealers. In the event a dealer submits a bid, the dealer shall guarantee that he/she is an authorized dealer of the manufacturer and the manufacturer has agreed to supply the dealer with the equipment offered in the proposal and that the dealer is authorized by the manufacturer to sell the equipment within Town of Virgil, New York. Further, the dealer agrees to submit a certificate from the manufacturer acknowledging that he/she is an authorized dealer, if so requested. All vendors providing services and/or products to the Town of Virgil and all municipal entities included under any contract resulting from an award of the attached bid(s) are required to comply with all current State, Federal and local laws, rules and regulations.

**AWARD OF BID:** The award, if any, will be made within forty-five (45) calendar days of the opening date. All successful vendors shall be notified by the Town of Virgil of any contracts they have been awarded. Notice of awards shall be in the form of a copy of the resolution approved by the Town of Virgil Board.

The Town of Virgil shall only deal with the vendors actually submitting the bid AND supplying the material, service or equipment described in the attached specifications. Any financial or other arrangements made between the vendor and any other party as a part of this bid are strictly between those parties and the Town of Virgil shall not be included or be required to participate in them in any way. Furthermore, the Town of Virgil shall only make payments directly to the vendor awarded a contract as a result of that vendor submitting a valid bid, being deemed the successful vendor, awarded a contract and issued a purchase order. The Town of Virgil shall not make partial or prepayments of any kind unless stipulated in the specifications by the Town of Virgil. All payments made shall be authorized in the standard manner used by the Town of Virgil Board of. All invoices shall be submitted to the Town of Virgil board that shall review and submit for payment through the standard accounts payable schedule. All payments are mailed.

**TERMINATION CLAUSE:** The Town of Virgil reserves the right to terminate any contract resulting from this bid with ten (10) calendar day's written notice to the vendor. The Town of Virgil agrees to show cause and allow the vendor the opportunity to rectify problems. However, if in the sole discretion of the board, the vendor has not resolved the problem to the satisfaction of the Town of Virgil in a timely and workman like manner, said contract shall be terminated and the vendor agrees to remove said equipment from Town of Virgil property within seven (7) calendar days and refund the Town of Virgil in full for the repair within that same timeframe.

**BID FORM RESPONSES:** When filling out the attached bid form, please be certain that: 1. All blanks are filled in with the requested information. 2. All forms are signed in blue or other non-black ink. 3. All areas requiring a price are to be filled in as follows: Supply a numerical price for all products or services to be provided. (This includes a \$0.00 if there is no additional cost for any item.) The words "No Bid" if you are not interested in or unable to perform any particular portion for the bid. All markings other than those indicated above or any blank spaces where prices are indicated shall be deemed

as a “no bid” by the Town of Virgil and shall make the vendor non-responsive for that particular item(s). No exceptions shall be made in this case.

**FAILURE TO PERFORM:** Should the equipment fail to perform as advertised at any point within the timeframe of the guarantee, the vendor shall, at its own expense, and at the Town of Virgil option, repair or replace said equipment. Should the vendor fail to make the equipment operate as advertised within a reasonable amount of time as determined by the using department and the town board, the vendor agrees to remove the equipment and refund the Town of Virgil a prorated amount as follows. The percentage of time the equipment ran as advertised, as documented by the Town of Virgil, in comparison to the manufacturers guarantee shall be calculated. That percentage of the original purchase price shall be deducted and the remainder of the original purchase price shall be refunded to the Town of Virgil. No finance or any other charges shall be assessed to or by either party.

**SUBSTITUTE OF “OR EQUAL” ITEMS A CONTRACT,** if awarded, will be on the basis of materials and equipment as described in the Drawings and Specifications, and “or equal” items submitted by the bidder and accepted by the Town of Virgil. The bidder may offer “or equal” items that meet the same performance and reliability standards as specified herein. If the bidder offers an “or equal” item, the bidder must include with the bid package, documentation establishing equality of construction, operation and utility. Said “or equal” items shall be accepted or rejected based upon the Town of Virgil’s evaluation of the submitted documentation. All costs associated with the review of any “or equal” items prior to recommendation of award shall be at the expense of the bidder. If a submitted “or equal” item is rejected, the bidders shall be afforded an opportunity to meet with the Town of Virgil to offer additional qualifying opinions and information prior to the Town of Virgil rejecting the bid. However, if it is determined by the Town of Virgil that the materials or equipment do not meet the minimum acceptable specification, the vendor will not have the opportunity to offer the Town of Virgil other alternatives or to offer the original equipment specified by the Town of Virgil. Additionally, the bidder shall not have the opportunity to submit any alternative materials or equipment after the bids have been opened or awarded. Neither the Town of Virgil nor its representatives shall make any determinations as to equality of materials or equipment prior to the opening of bids. The decision to accept or reject and “or equal” item rests solely with the Town of Virgil. If a substitute “or equal” item is not accepted by the Town of Virgil, bid will be deemed non-responsive and the Town of Virgil shall reject this bid. The next lowest responsive bid shall then be reviewed for recommendation of award.

**NON-APPROPRIATIONS CLAUSE:** In accordance with New York State General Municipal Laws, the Town of Virgil will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the vendor agrees to hold the Town of Virgil harmless for any contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance or a purchase order by the Town of Virgil. Issuance of a purchase order by the Town of Virgil indicates that the Town of Virgil currently has and has set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Receipt of a resolution by the Town of Virgil Board is not in and of itself a binding contract with the Town of Virgil. Should it become necessary for the Town of Virgil to cancel a project or purchase after an order to proceed or purchase order has been issued, the Town of Virgil will only be liable for and the vendor agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation. (See Bid Form for further notes.)

**SPECIFICATIONS SUBMITTED BY:** Town of Virgil FOR THE INSTALLATION OF A ROOF AT Town of Virgil HIGHWAY DEPARTMENT.

The Town of Virgil invites the submission of sealed bids for the installation of a replacement roof at the Virgil Highway Department located at 0000 Route 392 Rte, Cortland, NY 113045. Such sealed bids must be received in Town of Virgil,

1176 Church St, Cortland, NY 13045 **PRIOR TO** June 11th, 2020, noon. Bids will be opened at March town board meeting that evening, but not awarded until reviewed.

This is for purchase of material and installation of a rubber roof at Virgil Highway Department as outlined in the following specifications. These specifications are for guidance only and comparable "or equal" material may be submitted by the bidder and accepted by the Town of Virgil. Site access is available for interested contractors to assess the mentioned project between the hours of 6:00AM and 3:00PM.

**Material, SERVICES AND EQUIPMENT TO BE INCLUDED IN NET PRICE**

Engineer approved roof, engineer stamp is required.

Provide man lift to facilitate work.

Manufacturers' specifications to maintain a twenty (20) year roof warranty,

Remove the existing steel from the roof, the town will dispose of the debris.

Remove the insulation board on the interior of the garage ceiling; the town will dispose of the debris.

Supply and install 2x4 purlins 24" OC, include fasteners into steel.

Supply and install 5/8" zip sheathing including zip tape, ring shank fasteners.

Supply and install 3" ISO Board including screws and washers.

Supply and install .060 EPDM Rubber roofing, including adhesive, seam tape, primers, cover tape, term bar etc.....

Supply and install new white steel drip edge, rake trim, including fasteners.

Maintain a clean job site.

Maintain Liability Insurance, Workers Compensation Insurance, Disability Insurance (Provide Proof)

All materials/fasteners will be installed per engineer/manufacturer specifications and with their hardware.

Town building permit is required.

The town code enforcement officer will do a periodic inspection of onsite work and will do final inspection before payment.

Submit material list and vendors.

Must provide proof subcontractors are being paid on time/prevaling wages, biweekly

All materials/fasteners will be installed per engineer/manufacturer specifications and with their hardware.

**ALL WAGES TO BE PAID AT PREVAILING RATE AS PER ARTICLE 8 OF THE  
NYS LABOR LAW.**

Brand names are given for comparative purposes only to set a minimum industry standard, and are not implied to be only acceptable products. It is not the intention of this bid to discriminate against any "approved equal", but is intended that a definite quality level be established. The determination as to whether an alternate product is or is not equal shall be made by the Town of Virgil.

This bid is expected to be awarded within fourteen (14) calendar days from bid opening subject to funds available. All bids must include a non-collusion bidding certification and be received in a sealed envelope marked "HIGHWAY ROOF" by April 12th, 2020 noon.

The Town of Virgil reserves the right to award the bid to the lowest responsible bidder whose bid best fits the needs of the Town of Virgil, to reject any or all bids, or to waive any informalities. A signed purchase order or a bilaterally signed contract as furnished to a successful proposer will create a binding contract by both parties.

Bid price submitted must be net. No additional costs will be allowed for delivery or preparation of equipment as specified.



Virgil highway garage roof BID FORM

**PROPOSAL FORM FOR BID** to be publicly opened at the date and time indicated on the Notice to Bidders for installation of rubber roof at Town of Virgil Highway Department. Bids must be submitted in a sealed envelope or box plainly marked as to its contents.

Proposals must contain a statement of non-collusion as required by Section 103-d of the General Municipal Law.

The Town of Virgil reserves the right to reject any or all bids.

The Town of Virgil reserves the right to award the bid to the lowest responsible bidder whose bid best fits the needs of the Agency, to reject any or all bids, or to waive any informalities. A signed purchase order or a bilaterally signed contract as furnished to a successful proposer will create a binding contract by both parties.

The undersigned proposes to furnish the following, in accordance with the attached specifications, to the Town of Virgil at the price(s) shown. All prices are to be net delivered prices and are to include no taxes.

NAME OF FIRM: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

BY:

BY:

Above Signatory Name (PRINTED)

DATE:

FEDERAL OR TAX ID #

EMAIL ADDRESS:

Town of Virgil BID FORM (continued)

ADDENDA (Use this section ONLY when addenda are received for this bid). The following is confirmation of all the addenda upon which this bid proposal is based.

– Addenda # \_\_\_\_\_ - Received \_\_\_\_\_, 2018 \_\_\_\_\_ Initialed by Rep.

– Addenda # \_\_\_\_\_ - Received \_\_\_\_\_, 2018 \_\_\_\_\_ Initialed by Rep.

– Addenda # \_\_\_\_\_ - Received \_\_\_\_\_, 2018 \_\_\_\_\_ Initialed by Rep.

NOTE: By signing and submitting this bid for consideration the vendor acknowledges that they have read, understand and agree to all aspects of the specifications as presented without reservation, exception or alteration. Varying from the requested price breakdown may cause that item to be deemed nonresponsive.

ITEM #1 Roof at Town of Virgil Highway Department

Bid Price \$ \_\_\_\_\_

**NON-COLLUSION BIDDING CERTIFICATE**

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 there to 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. In compliance with this invitation for bids, and subject to the conditions thereof, the undersigned offers and agrees, if this bid is accepted within (30) thirty days from the date of opening, to furnish any and all of the items upon which prices are submitted.

In compliance with this invitation for bids, and subject to the conditions thereof, the undersigned offers and agrees, if this bid is accepted within (30) thirty days from the date of opening, to furnish any and all of the items upon which prices are submitted.

FIRM NAME ADDRESS \_\_\_\_\_

SIGNED BY TITLE \_\_\_\_\_

DATE TELEPHONE # \_\_\_\_\_

This form must be signed and returned with bid

Town of Virgil Insurance Requirements Edition 3/2011

(APPENDIX A. I) The Contractor shall procure and maintain at own expense and without expense to the Town of Virgil, insurance for liability for damages imposed by law, of the kinds and in the amounts hereinafter provided. The Insurance shall cover all operations under the contract whether performed by the contractor or by subcontractors. This insurance must remain in force until final acceptance by the Town of Virgil of the work covered by the contract

II) The policies must name the Town of Virgil as an additional insured and shall:

A) Be an insurance policy from an A.M. Best rated New York State licensed, admitted insurer; with a rating of an A or better.

B) State that the coverage shall be primary for the Municipality, its Board, employees and volunteers. At least ten (10) working days prior to the commencement of the work, the Contractor and all subcontractors shall submit to Town of Virgil evidence of insurance coverage as required by these documents. The Certificate of Insurance shall provide no less than thirty (30) days notice of cancellation or non-renewal of the insurance coverage. All Certificates of Insurance must be signed by a licensed agent or authorized representative of the insurance carrier. Broker signature is not acceptable.

The terms of this appendix shall control over any contractual terms elsewhere in the contract unless specifically exempted in writing.

III) The contractor/permittee agrees to indemnify the municipality for any applicable deductibles.

IV) The types and limits of insurance are as follows: A) Commercial Automobile Liability and Property damage Insurance covering all owned, leased, hired and non-owned vehicles used in connection with the Work with a combined single limit for Bodily Injury and Property damage of at least \$1,000,000 per occurrence.

B) Workers' Compensation Insurance. A policy covering the obligations of the contractor in accordance with the provisions of the Workers' Compensation Law covering all operations under the contractor, whether performed by him or by his subcontractor. The contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefit of, and keep insured during the life of said contract such employees in compliance with the provisions of the Workers' Compensation Law (State Finance Law 142). The "All States" endorsement must be attached to the Workers' Compensation Insurance.

C) Commercial General Liability (CGL) with a combined single limit for Bodily Injury, Personal Injury, and Property Damage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall provide and encompass the following: 1. Written on an occurrence form. 2. Endorsement naming the Town of Virgil as an additional insured. 3. Policy, or policies, must be endorsed to be primary as respects the coverage afforded the Additional Insured and such policy shall be primary to any other insurance maintained by the Town of Virgil. Any other

insurance maintained by the Town of Virgil shall be excess of and shall not contribute with the Contractor's or Subcontractor's insurance, regardless of the "other insurance" clause contained in the Town of Virgil own policy of insurance. 4. Policy shall contain a per job aggregate.

D) Umbrella and/or Excess Liability policies used must follow the form of the CGL, Automobile Liability and Employers Liability policies shown above and warranted to be in excess of limits provided by primary CGL, Automobile Liability, and Employer's Liability, but not excess to other insurance maintained by the **Town of Virgil, at a limit of \_\_\_\_\_.**

V) Should the Contractor engage a Subcontractor, the same conditions as are applicable to the Contractor under these insurance requirements shall apply to each subcontractor of every tier. Proof thereof shall be supplied to the Town of Virgil.

VI) At any time that the coverage provisions and limits on the policies required herein do not meet the provisions and limits set forth above, the Contractor shall immediately cease work on the Project. The Contractor shall not resume work on the Project until authorized to do so by the Town of Virgil, any delay or time lost as a result of the Contractor not having insurance required by this Article shall not give rise to a delay claim or any other claim against the Town of Virgil.

VII) Notwithstanding any other provision in the Article, the Town of Virgil may require the Contractor to provide any other form or limit of insurance necessary to secure the interests of the Town of Virgil.

VIII) The Contractor shall secure, pay for, and maintain Property Insurance necessary for protection against the loss of owned, borrowed, or rented capital equipment and tools, including any tools owned by employees, and any tools or equipment, staging towers, and forms owned, borrowed, or rented by the Contractor. The requirement to secure and maintain such insurance is solely for the benefit of the Contractor. Failure of the Contractor to secure such insurance or to maintain adequate levels of coverage shall not render the Additional Insured or their agents and employees responsible for any losses; and the Additional Insured, their agents and employees, shall have not such Liability.

IX) Neither the procurement nor the maintenance of any type of insurance by the Town of Virgil, the Contractor, or the Construction manager shall in any way be construed or deemed to limit, discharge, waive or release the Contractor from any of the obligations or risks obligations or risks accepted by the Contractor or to be a limitation of the nature or extent of said obligations and risk.

**IX) APPENDIX B HOLD HARMLESS Contractor, Public Services-Transportation**

The \_\_\_\_\_ hereby agrees that it will indemnify and save \_\_\_\_\_ (Name of Contractor) harmless the Town of Virgil from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of any omission or act of the contractor, its agents, employees, or subcontractors in the performance of this contract, to the extent permissible by law. This indemnification shall include all costs and disbursements incurred by the Town of Virgil in defending any suit, including attorneys' fees. Furthermore, at the option of the Town of Virgil, the Contractor shall provide defense for and defend all claims, demands and causes of

action referred to above, and bear all other costs and expenses related thereto.

Witness: \_\_\_\_\_ Contractor Signature: \_\_\_\_\_

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

This form must be signed and returned with bid

**Attachment "D" Certification Pursuant to Section 103-g Of the New York State General Municipal Law**

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:

\_\_\_\_\_ Signature

\_\_\_\_\_ Title

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

This form must be signed and returned with bid

**OFFER TO CONTRACT:**

TO THE Town of Virgil: We propose to furnish all labor, materials, equipment, tools and services required to complete the work in accordance with the specifications and conditions contained herein in consideration of the sum or sums stated below and agree that this document will constitute the contract if accepted by the Town of Virgil.

We hereby offer and agree to furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation to Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

We acknowledge receipt of the following addendum(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact: Company Name

Name: \_\_\_\_\_ Address \_\_\_\_\_  
City: \_\_\_\_\_ State Zip \_\_\_\_\_  
Fax: \_\_\_\_\_ Signature of Person Authorized to Sign \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_  
Email \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Notary My Commission Expires:

**ACCEPTANCE OF OFFER:**

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specification, amendments, etc. and the Contractor's Offer as accepted by the town of Virgil.

This contract shall henceforth be referred to as a contract with the same number as the Invitation for Bid. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order and/or a notice to proceed from the town of Virgil.

**AUTHORIZED Town of Virgil SIGNATURE: APPROVED AS TO FORM BY:**

## **Legal Notice Town of Virgil**

### **Notice of Accepting Bids for Replacing the Roof at the Virgil Highway Garage**

The Town of Virgil is accepting bids to replace the roof at the Virgil Highway Garage. Bid specs can be obtained online at [www.VirgilNY.org](http://www.VirgilNY.org) or from the Virgil Town Clerk at [TownClerk@VirgilNY.org](mailto:TownClerk@VirgilNY.org)

All bids must be submitted to the Virgil Town Clerk, 1176 Church Street, Virgil NY 13045 on or before June 11, 2020 at 12:00 P.M., sealed bids will be opened on June 11, 2020, at the Virgil Town Board meeting, 1176 Church Street, Virgil held at 6:30 PM. The Virgil Town Board reserves the right to reject any and all bids. By Order of the Virgil Town Board



**TOWN OF VIRGIL  
BID FOR INSTALLATION OF ROOF AT  
TOWN HIGHWAY GARAGE**

**NOTICE TO BIDDERS** Town of Virgil Highway Garage Roof Project 100' x 100' Bid Specs

**NOTICE IS HEREBY GIVEN** that the Town of Virgil will receive sealed bids for the installation of a .060 EPDM Rubber roofing roof at Virgil Highway Department garage located at 1695 Route 392 Cortland, NY 13045. Such sealed bids must be received in the Virgil town hall, 1176 Church St. Cortland, NY 13045; Monday through Friday, between the hours of 8:00 am and 3:30 pm, PRIOR TO noon on Thursday, June 11, 2020 said bids will be opened during the town board meeting.

Bid forms and detailed specifications may be obtained at the Virgil town hall, at the above mentioned address. Vendors may call to arrange for document pick up. No documents will be mailed. Any questions should be addressed to Alane Van Donsel, town clerk, via phone at (607) 835-6174. There will not be a contractors meeting. The site of project construction is open and available for assessment by interested contractors between the hours of 6:00 A.M and 5:00 P.M located at 1695 Route 392 Cortland, NY 13045.

NOTE: The Town of Virgil shall not be held responsible for the completeness or accuracy of any bid documents received by a vendor that were not directly issued to that vendor by the Town of Virgil.

Any vendor submitting a bid based on incomplete or inaccurate information resulting from documentation received from any third party, shall not have cause for relief from award or completion of a contract in accordance with the official documents on file with the Town of Virgil

It is highly suggested that all vendors interested in participating in this bid, contact the Town of Virgil directly at the above address or telephone number to assure that they have received the most accurate and up to date material concerning this contract.

The Town of Virgil will not offer or supply anyone the list of people that have obtained a copy of these bid specifications.

**NO EXCEPTIONS ARE MADE TO THIS POLICY.**

Town of Virgil reserves the right to reject any and all bids.

## **INSTRUCTIONS TO BIDDERS**

1. Read all documents contained in the bid specifications.
2. Vendors are responsible for submitting their bids to the exact location indicated on the "Notice to Bidders" prior to the time indicated in the "Notice to Bidders". No bids will be accepted after the designated time indicated in the "Notice to Bidders".

NOTE: This includes any changes listed on the latest addendum issued by the Town of Virgil, if any. Delay in mail delivery is not an exception to the deadline for receipt of bids.

3. Bidders are responsible for reporting, in writing, any errors found in the bid specifications to the town clerk at Virgil town hall, 1176 church St. Cortland, NY 13045.
4. Questions about or clarifications to the technical specifications must be made in writing to the Town of Virgil prior to the bid opening. Such questions must be in the possession of the Town of Virgil three working days prior to the bid opening unless otherwise indicated. Verbal questions may not be entertained. Questions may be faxed to (607) 835-0000, Attention: Alane Van Donsel. Include bid name. Faxed bids are not legitimate. All bids must be an original that is received by the Town of Virgil.
5. Bidders shall indicate on the outside of their sealed bid the following information:

1. Title of Bid
2. Date and Time of Bid Opening
3. Company Name Vendors submitting "Alternate" pricing, products or services, must do so as a separate bid package to be considered for award.

Each bid must be submitted under separate cover and will be considered on its own merits.

6. The only forms necessary to be submitted as a bid are the following: 1. Town Virgil Bid Proposal Form, filled out completely. (See General Information) 2. Non-Collusion Bidding Certification and Iranian Energy Divestment form signed and dated. 3. Insurance Certificates as indicated in the General Information section. 4. Hold Harmless Form. 5. Offer to Contract Form. 6. Copy of Literature for all items offered. 7. Any other information as noted in the bid document.
7. Under no circumstances is it necessary to return the technical specifications with the bid. They should be retained by the bidder for his/her records. Failure to submit any of the above data may result in the rejection of the bid as non-responsive. Furthermore, the town of Virgil reserves the right to require the vendor to supply any additional information it deems necessary to determine the successful responsive/responsible vendor and further to waive any minor informalities it deems in its best interest.

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100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between the Town of Virgil and the vendor.

**GUARANTEE:** The contractor shall guarantee that the material/equipment offered is standard new equipment, latest model of regular stock product and in current production, and includes all parts regularly used with this type of equipment; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered shall be guaranteed against faulty material and workmanship for period of 20 years unless otherwise specified. If, during this period, such faults develop, the unit(s) or part(s) affected shall be replaced without any cost to the Town of Virgil. When the manufacturer's standard guarantee for the complete unit or any component thereby exceeds twelve months the longer guarantee period shall apply.

**QUALIFICATION OF BIDDER:** Bids will only be accepted from established manufacturers or their authorized dealers. In the event a dealer submits a bid, the dealer shall guarantee that he/she is an authorized dealer of the manufacturer and the manufacturer has agreed to supply the dealer with the equipment offered in the proposal and that the dealer is authorized by the manufacturer to sell the equipment within Town of Virgil, New York. Further, the dealer agrees to submit a certificate from the manufacturer acknowledging that he/she is an authorized dealer, if so requested. All vendors providing services and/or products to the Town of Virgil and all municipal entities included under any contract resulting from an award of the attached bid(s) are required to comply with all current State, Federal and local laws, rules and regulations.

**AWARD OF BID:** The award, if any, will be made within forty-five (45) calendar days of the opening date. All successful vendors shall be notified by the Town of Virgil of any contracts they have been awarded. Notice of awards shall be in the form of a copy of the resolution approved by the Town of Virgil Board.

The Town of Virgil shall only deal with the vendors actually submitting the bid AND supplying the material, service or equipment described in the attached specifications. Any financial or other arrangements made between the vendor and any other party as a part of this bid are strictly between those parties and the Town of Virgil shall not be included or be required to participate in them in any way. Furthermore, the Town of Virgil shall only make payments directly to the vendor awarded a contract as a result of that vendor submitting a valid bid, being deemed the successful vendor, awarded a contract and issued a purchase order. The Town of Virgil shall not make partial or prepayments of any kind unless stipulated in the specifications by the Town of Virgil. All payments made shall be authorized in the standard manner used by the Town of Virgil Board of. All invoices shall be submitted to the Town of Virgil board that shall review and submit for payment through the standard accounts payable schedule. All payments are mailed.

**TERMINATION CLAUSE:** The Town of Virgil reserves the right to terminate any contract resulting from this bid with ten (10) calendar day's written notice to the vendor. The Town of Virgil agrees to show cause and allow the vendor the opportunity to rectify problems. However, if in the sole discretion of the board, the vendor has not resolved the problem to the satisfaction of the Town of Virgil in a timely and workman like manner, said contract shall be terminated and the vendor agrees to remove said equipment from Town of Virgil property within seven (7) calendar days and refund the Town of Virgil in full for the repair within that same timeframe.

**BID FORM RESPONSES:** When filling out the attached bid form, please be certain that: 1. All blanks are filled in with the requested information. 2. All forms are signed in blue or other non-black ink. 3. All areas requiring a price are to be filled in as follows: Supply a numerical price for all products or services to be provided. (This includes a \$0.00 if there is no additional cost for any item.) The words "No Bid" if you are not interested in or unable to perform any particular portion for the bid. All markings other than those indicated above or any blank spaces where prices are indicated shall be deemed

as a “no bid” by the Town of Virgil and shall make the vendor non-responsive for that particular item(s). No exceptions shall be made in this case.

**FAILURE TO PERFORM:** Should the equipment fail to perform as advertised at any point within the timeframe of the guarantee, the vendor shall, at its own expense, and at the Town of Virgil option, repair or replace said equipment. Should the vendor fail to make the equipment operate as advertised within a reasonable amount of time as determined by the using department and the town board, the vendor agrees to remove the equipment and refund the Town of Virgil a prorated amount as follows. The percentage of time the equipment ran as advertised, as documented by the Town of Virgil, in comparison to the manufacturers guarantee shall be calculated. That percentage of the original purchase price shall be deducted and the remainder of the original purchase price shall be refunded to the Town of Virgil. No finance or any other charges shall be assessed to or by either party.

**SUBSTITUTE OF “OR EQUAL” ITEMS A CONTRACT,** if awarded, will be on the basis of materials and equipment as described in the Drawings and Specifications, and “or equal” items submitted by the bidder and accepted by the Town of Virgil. The bidder may offer “or equal” items that meet the same performance and reliability standards as specified herein. If the bidder offers an “or equal” item, the bidder must include with the bid package, documentation establishing equality of construction, operation and utility. Said “or equal” items shall be accepted or rejected based upon the Town of Virgil’s evaluation of the submitted documentation. All costs associated with the review of any “or equal” items prior to recommendation of award shall be at the expense of the bidder. If a submitted “or equal” item is rejected, the bidders shall be afforded an opportunity to meet with the Town of Virgil to offer additional qualifying opinions and information prior to the Town of Virgil rejecting the bid. However, if it is determined by the Town of Virgil that the materials or equipment do not meet the minimum acceptable specification, the vendor will not have the opportunity to offer the Town of Virgil other alternatives or to offer the original equipment specified by the Town of Virgil. Additionally, the bidder shall not have the opportunity to submit any alternative materials or equipment after the bids have been opened or awarded. Neither the Town of Virgil nor its representatives shall make any determinations as to equality of materials or equipment prior to the opening of bids. The decision to accept or reject and “or equal” item rests solely with the Town of Virgil. If a substitute “or equal” item is not accepted by the Town of Virgil, bid will be deemed non-responsive and the Town of Virgil shall reject this bid. The next lowest responsive bid shall then be reviewed for recommendation of award.

**NON-APPROPRIATIONS CLAUSE:** In accordance with New York State General Municipal Laws, the Town of Virgil will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the vendor agrees to hold the Town of Virgil harmless for any contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance or a purchase order by the Town of Virgil. Issuance of a purchase order by the Town of Virgil indicates that the Town of Virgil currently has and has set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Receipt of a resolution by the Town of Virgil Board is not in and of itself a binding contract with the Town of Virgil. Should it become necessary for the Town of Virgil to cancel a project or purchase after an order to proceed or purchase order has been issued, the Town of Virgil will only be liable for and the vendor agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation. (See Bid Form for further notes.)

**SPECIFICATIONS SUBMITTED BY:** Town of Virgil FOR THE INSTALLATION OF A ROOF AT Town of Virgil HIGHWAY DEPARTMENT.

The Town of Virgil invites the submission of sealed bids for the installation of a replacement roof at the Virgil Highway Department located at 0000 Route 392 Rte, Cortland, NY 113045. Such sealed bids must be received in Town of Virgil,

1176 Church St, Cortland, NY 13045 **PRIOR TO** June 11th, 2020, noon. Bids will be opened at March town board meeting that evening, but not awarded until reviewed.

This is for purchase of material and installation of a rubber roof at Virgil Highway Department as outlined in the following specifications. These specifications are for guidance only and comparable "or equal" material may be submitted by the bidder and accepted by the Town of Virgil. Site access is available for interested contractors to assess the mentioned project between the hours of 6:00AM and 3:00PM.

**Material, SERVICES AND EQUIPMENT TO BE INCLUDED IN NET PRICE**

Engineer approved roof, engineer stamp is required.

Provide man lift to facilitate work.

Manufacturers' specifications to maintain a twenty (20) year roof warranty,

Remove the existing steel from the roof, the town will dispose of the debris.

Remove the insulation board on the interior of the garage ceiling; the town will dispose of the debris.

Supply and install 2x4 purlins 24" OC, include fasteners into steel.

Supply and install 5/8" zip sheathing including zip tape, ring shank fasteners.

Supply and install 3" ISO Board including screws and washers.

Supply and install .060 EPDM Rubber roofing, including adhesive, seam tape, primers, cover tape, term bar etc.....

Supply and install new white steel drip edge, rake trim, including fasteners.

Maintain a clean job site.

Maintain Liability Insurance, Workers Compensation Insurance, Disability Insurance (Provide Proof)

All materials/fasteners will be installed per engineer/manufacturer specifications and with their hardware.

Town building permit is required.

The town code enforcement officer will do a periodic inspection of onsite work and will do final inspection before payment.

Submit material list and vendors.

Must provide proof subcontractors are being paid on time/prevaling wages, biweekly

All materials/fasteners will be installed per engineer/manufacturer specifications and with their hardware.

**ALL WAGES TO BE PAID AT PREVAILING RATE AS PER ARTICLE 8 OF THE  
NYS LABOR LAW.**

Brand names are given for comparative purposes only to set a minimum industry standard, and are not implied to be only acceptable products. It is not the intention of this bid to discriminate against any "approved equal", but is intended that a definite quality level be established. The determination as to whether an alternate product is or is not equal shall be made by the Town of Virgil.

This bid is expected to be awarded within fourteen (14) calendar days from bid opening subject to funds available. All bids must include a non-collusion bidding certification and be received in a sealed envelope marked "HIGHWAY ROOF" by April 12th, 2020 noon.

The Town of Virgil reserves the right to award the bid to the lowest responsible bidder whose bid best fits the needs of the Town of Virgil, to reject any or all bids, or to waive any informalities. A signed purchase order or a bilaterally signed contract as furnished to a successful proposer will create a binding contract by both parties.

Bid price submitted must be net. No additional costs will be allowed for delivery or preparation of equipment as specified.

Virgil highway garage roof BID FORM

**PROPOSAL FORM FOR BID** to be publicly opened at the date and time indicated on the Notice to Bidders for installation of rubber roof at Town of Virgil Highway Department. Bids must be submitted in a sealed envelope or box plainly marked as to its contents.

Proposals must contain a statement of non-collusion as required by Section 103-d of the General Municipal Law.

The Town of Virgil reserves the right to reject any or all bids.

The Town of Virgil reserves the right to award the bid to the lowest responsible bidder whose bid best fits the needs of the Agency, to reject any or all bids, or to waive any informalities. A signed purchase order or a bilaterally signed contract as furnished to a successful proposer will create a binding contract by both parties.

The undersigned proposes to furnish the following, in accordance with the attached specifications, to the Town of Virgil at the price(s) shown. All prices are to be net delivered prices and are to include no taxes.

NAME OF FIRM: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

BY:

BY:

Above Signatory Name (PRINTED)

DATE:

FEDERAL OR TAX ID #

EMAIL ADDRESS:

Town of Virgil BID FORM (continued)

ADDENDA (Use this section ONLY when addenda are received for this bid). The following is confirmation of all the addenda upon which this bid proposal is based.

– Addenda # \_\_\_\_\_ - Received \_\_\_\_\_, 2018 \_\_\_\_\_ Initialed by Rep.

– Addenda # \_\_\_\_\_ - Received \_\_\_\_\_, 2018 \_\_\_\_\_ Initialed by Rep.

– Addenda # \_\_\_\_\_ - Received \_\_\_\_\_, 2018 \_\_\_\_\_ Initialed by Rep.

NOTE: By signing and submitting this bid for consideration the vendor acknowledges that they have read, understand and agree to all aspects of the specifications as presented without reservation, exception or alteration. Varying from the requested price breakdown may cause that item to be deemed nonresponsive.

ITEM #1 Roof at Town of Virgil Highway Department

Bid Price \$ \_\_\_\_\_

**NON-COLLUSION BIDDING CERTIFICATE**

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 there to 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. In compliance with this invitation for bids, and subject to the conditions thereof, the undersigned offers and agrees, if this bid is accepted within (30) thirty days from the date of opening, to furnish any and all of the items upon which prices are submitted.

In compliance with this invitation for bids, and subject to the conditions thereof, the undersigned offers and agrees, if this bid is accepted within (30) thirty days from the date of opening, to furnish any and all of the items upon which prices are submitted.

FIRM NAME ADDRESS \_\_\_\_\_

SIGNED BY TITLE \_\_\_\_\_

DATE TELEPHONE # \_\_\_\_\_

This form must be signed and returned with bid

Town of Virgil Insurance Requirements Edition 3/2011

(APPENDIX A. I) The Contractor shall procure and maintain at own expense and without expense to the Town of Virgil, insurance for liability for damages imposed by law, of the kinds and in the amounts hereinafter provided. The Insurance shall cover all operations under the contract whether performed by the contractor or by subcontractors. This insurance must remain in force until final acceptance by the Town of Virgil of the work covered by the contract

II) The policies must name the Town of Virgil as an additional insured and shall:

A) Be an insurance policy from an A.M. Best rated New York State licensed, admitted insurer; with a rating of an A or better.

B) State that the coverage shall be primary for the Municipality, its Board, employees and volunteers. At least ten (10) working days prior to the commencement of the work, the Contractor and all subcontractors shall submit to Town of Virgil evidence of insurance coverage as required by these documents. The Certificate of Insurance shall provide no less than thirty (30) days notice of cancellation or non-renewal of the insurance coverage. All Certificates of Insurance must be signed by a licensed agent or authorized representative of the insurance carrier. Broker signature is not acceptable.

The terms of this appendix shall control over any contractual terms elsewhere in the contract unless specifically exempted in writing.

III) The contractor/permittee agrees to indemnify the municipality for any applicable deductibles.

IV) The types and limits of insurance are as follows: A) Commercial Automobile Liability and Property damage Insurance covering all owned, leased, hired and non-owned vehicles used in connection with the Work with a combined single limit for Bodily Injury and Property damage of at least \$1,000,000 per occurrence.

B) Workers' Compensation Insurance. A policy covering the obligations of the contractor in accordance with the provisions of the Workers' Compensation Law covering all operations under the contractor, whether performed by him or by his subcontractor. The contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefit of, and keep insured during the life of said contract such employees in compliance with the provisions of the Workers' Compensation Law (State Finance Law 142). The "All States" endorsement must be attached to the Workers' Compensation Insurance.

C) Commercial General Liability (CGL) with a combined single limit for Bodily Injury, Personal Injury, and Property Damage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall provide and encompass the following: 1. Written on an occurrence form. 2. Endorsement naming the Town of Virgil as an additional insured. 3. Policy, or policies, must be endorsed to be primary as respects the coverage afforded the Additional Insured and such policy shall be primary to any other insurance maintained by the Town of Virgil. Any other

insurance maintained by the Town of Virgil shall be excess of and shall not contribute with the Contractor's or Subcontractor's insurance, regardless of the "other insurance" clause contained in the Town of Virgil own policy of insurance. 4. Policy shall contain a per job aggregate.

D) Umbrella and/or Excess Liability policies used must follow the form of the CGL, Automobile Liability and Employers Liability policies shown above and warranted to be in excess of limits provided by primary CGL, Automobile Liability, and Employer's Liability, but not excess to other insurance maintained by the **Town of Virgil, at a limit of \_\_\_\_\_.**

V) Should the Contractor engage a Subcontractor, the same conditions as are applicable to the Contractor under these insurance requirements shall apply to each subcontractor of every tier. Proof thereof shall be supplied to the Town of Virgil.

VI) At any time that the coverage provisions and limits on the policies required herein do not meet the provisions and limits set forth above, the Contractor shall immediately cease work on the Project. The Contractor shall not resume work on the Project until authorized to do so by the Town of Virgil, any delay or time lost as a result of the Contractor not having insurance required by this Article shall not give rise to a delay claim or any other claim against the Town of Virgil.

VII) Notwithstanding any other provision in the Article, the Town of Virgil may require the Contractor to provide any other form or limit of insurance necessary to secure the interests of the Town of Virgil.

VIII) The Contractor shall secure, pay for, and maintain Property Insurance necessary for protection against the loss of owned, borrowed, or rented capital equipment and tools, including any tools owned by employees, and any tools or equipment, staging towers, and forms owned, borrowed, or rented by the Contractor. The requirement to secure and maintain such insurance is solely for the benefit of the Contractor. Failure of the Contractor to secure such insurance or to maintain adequate levels of coverage shall not render the Additional Insured or their agents and employees responsible for any losses; and the Additional Insured, their agents and employees, shall have not such Liability.

IX) Neither the procurement nor the maintenance of any type of insurance by the Town of Virgil, the Contractor, or the Construction manager shall in any way be construed or deemed to limit, discharge, waive or release the Contractor from any of the obligations or risks obligations or risks accepted by the Contractor or to be a limitation of the nature or extent of said obligations and risk.

**IX) APPENDIX B HOLD HARMLESS Contractor, Public Services-Transportation**

The \_\_\_\_\_ hereby agrees that it will indemnify and save \_\_\_\_\_ (Name of Contractor) harmless the Town of Virgil from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of any omission or act of the contractor, its agents, employees, or subcontractors in the performance of this contract, to the extent permissible by law. This indemnification shall include all costs and disbursements incurred by the Town of Virgil in defending any suit, including attorneys' fees. Furthermore, at the option of the Town of Virgil, the Contractor shall provide defense for and defend all claims, demands and causes of

action referred to above, and bear all other costs and expenses related thereto.

Witness: \_\_\_\_\_ Contractor Signature: \_\_\_\_\_

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

This form must be signed and returned with bid

**Attachment "D" Certification Pursuant to Section 103-g Of the New York State General Municipal Law**

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:

\_\_\_\_\_ Signature

\_\_\_\_\_ Title

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

This form must be signed and returned with bid

**OFFER TO CONTRACT:**

TO THE Town of Virgil: We propose to furnish all labor, materials, equipment, tools and services required to complete the work in accordance with the specifications and conditions contained herein in consideration of the sum or sums stated below and agree that this document will constitute the contract if accepted by the Town of Virgil.

We hereby offer and agree to furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation to Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

We acknowledge receipt of the following addendum(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact: Company Name

Name: \_\_\_\_\_ Address \_\_\_\_\_  
City: \_\_\_\_\_ State Zip \_\_\_\_\_  
Fax: \_\_\_\_\_ Signature of Person Authorized to Sign \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_  
Email \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Notary My Commission Expires:

**ACCEPTANCE OF OFFER:**

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specification, amendments, etc. and the Contractor's Offer as accepted by the town of Virgil.

This contract shall henceforth be referred to as a contract with the same number as the Invitation for Bid. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order and/or a notice to proceed from the town of Virgil.

**AUTHORIZED Town of Virgil SIGNATURE: APPROVED AS TO FORM BY:**



## **Legal Notice Town of Virgil**

### **Notice of Accepting Bids for Replacing the Roof at the Virgil Highway Garage**

The Town of Virgil is accepting bids to replace the roof at the Virgil Highway Garage. Bid specs can be obtained online at [www.VirgilNY.org](http://www.VirgilNY.org) or from the Virgil Town Clerk at [TownClerk@VirgilNY.org](mailto:TownClerk@VirgilNY.org)

All bids must be submitted to the Virgil Town Clerk, 1176 Church Street, Virgil NY 13045 on or before June 11, 2020 at 12:00 P.M., sealed bids will be opened on June 11, 2020, at the Virgil Town Board meeting, 1176 Church Street, Virgil held at 6:30 PM. The Virgil Town Board reserves the right to reject any and all bids. By Order of the Virgil Town Board



**TOWN OF VIRGIL  
BID FOR INSTALLATION OF ROOF AT  
TOWN HIGHWAY GARAGE**

**NOTICE TO BIDDERS** Town of Virgil Highway Garage Roof Project 100' x 100' Bid Specs

**NOTICE IS HEREBY GIVEN** that the Town of Virgil will receive sealed bids for the installation of a .060 EPDM Rubber roofing roof at Virgil Highway Department garage located at 1695 Route 392 Cortland, NY 13045. Such sealed bids must be received in the Virgil town hall, 1176 Church St. Cortland, NY 13045; Monday through Friday, between the hours of 8:00 am and 3:30 pm, PRIOR TO noon on Thursday, June 11, 2020 said bids will be opened during the town board meeting.

Bid forms and detailed specifications may be obtained at the Virgil town hall, at the above mentioned address. Vendors may call to arrange for document pick up. No documents will be mailed. Any questions should be addressed to Alane Van Donsel, town clerk, via phone at (607) 835-6174. There will not be a contractors meeting. The site of project construction is open and available for assessment by interested contractors between the hours of 6:00 A.M and 5:00 P.M located at 1695 Route 392 Cortland, NY 13045.

NOTE: The Town of Virgil shall not be held responsible for the completeness or accuracy of any bid documents received by a vendor that were not directly issued to that vendor by the Town of Virgil.

Any vendor submitting a bid based on incomplete or inaccurate information resulting from documentation received from any third party, shall not have cause for relief from award or completion of a contract in accordance with the official documents on file with the Town of Virgil

It is highly suggested that all vendors interested in participating in this bid, contact the Town of Virgil directly at the above address or telephone number to assure that they have received the most accurate and up to date material concerning this contract.

The Town of Virgil will not offer or supply anyone the list of people that have obtained a copy of these bid specifications.

**NO EXCEPTIONS ARE MADE TO THIS POLICY.**

Town of Virgil reserves the right to reject any and all bids.

## **INSTRUCTIONS TO BIDDERS**

1. Read all documents contained in the bid specifications.
2. Vendors are responsible for submitting their bids to the exact location indicated on the "Notice to Bidders" prior to the time indicated in the "Notice to Bidders". No bids will be accepted after the designated time indicated in the "Notice to Bidders".

NOTE: This includes any changes listed on the latest addendum issued by the Town of Virgil, if any. Delay in mail delivery is not an exception to the deadline for receipt of bids.

3. Bidders are responsible for reporting, in writing, any errors found in the bid specifications to the town clerk at Virgil town hall, 1176 church St. Cortland, NY 13045.
4. Questions about or clarifications to the technical specifications must be made in writing to the Town of Virgil prior to the bid opening. Such questions must be in the possession of the Town of Virgil three working days prior to the bid opening unless otherwise indicated. Verbal questions may not be entertained. Questions may be faxed to (607) 835-0000, Attention: Alane Van Donsel. Include bid name. Faxed bids are not legitimate. All bids must be an original that is received by the Town of Virgil.
5. Bidders shall indicate on the outside of their sealed bid the following information:

1. Title of Bid
2. Date and Time of Bid Opening
3. Company Name Vendors submitting "Alternate" pricing, products or services, must do so as a separate bid package to be considered for award.

Each bid must be submitted under separate cover and will be considered on its own merits.

6. The only forms necessary to be submitted as a bid are the following: 1. Town Virgil Bid Proposal Form, filled out completely. (See General Information) 2. Non-Collusion Bidding Certification and Iranian Energy Divestment form signed and dated. 3. Insurance Certificates as indicated in the General Information section. 4. Hold Harmless Form. 5. Offer to Contract Form. 6. Copy of Literature for all items offered. 7. Any other information as noted in the bid document.
7. Under no circumstances is it necessary to return the technical specifications with the bid. They should be retained by the bidder for his/her records. Failure to submit any of the above data may result in the rejection of the bid as non-responsive. Furthermore, the town of Virgil reserves the right to require the vendor to supply any additional information it deems necessary to determine the successful responsive/responsible vendor and further to waive any minor informalities it deems in its best interest.

## **GENERAL INFORMATION**

METHOD OF AWARD: The contract if awarded will be to the lowest responsive/responsible bidder(s) in part or in whole who meets(s) all the terms of the specifications. The Town of Virgil guarantees no minimum or maximum purchases or contracts as a result of award of this bid. Town of Virgil reserves the right to allow all municipal and not for profit organizations authorized under the awarded as a result of this bid in accordance with the latest amendments to NYS GML

100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between the Town of Virgil and the vendor.

**GUARANTEE:** The contractor shall guarantee that the material/equipment offered is standard new equipment, latest model of regular stock product and in current production, and includes all parts regularly used with this type of equipment; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered shall be guaranteed against faulty material and workmanship for period of 20 years unless otherwise specified. If, during this period, such faults develop, the unit(s) or part(s) affected shall be replaced without any cost to the Town of Virgil. When the manufacturer's standard guarantee for the complete unit or any component thereby exceeds twelve months the longer guarantee period shall apply.

**QUALIFICATION OF BIDDER:** Bids will only be accepted from established manufacturers or their authorized dealers. In the event a dealer submits a bid, the dealer shall guarantee that he/she is an authorized dealer of the manufacturer and the manufacturer has agreed to supply the dealer with the equipment offered in the proposal and that the dealer is authorized by the manufacturer to sell the equipment within Town of Virgil, New York. Further, the dealer agrees to submit a certificate from the manufacturer acknowledging that he/she is an authorized dealer, if so requested. All vendors providing services and/or products to the Town of Virgil and all municipal entities included under any contract resulting from an award of the attached bid(s) are required to comply with all current State, Federal and local laws, rules and regulations.

**AWARD OF BID:** The award, if any, will be made within forty-five (45) calendar days of the opening date. All successful vendors shall be notified by the Town of Virgil of any contracts they have been awarded. Notice of awards shall be in the form of a copy of the resolution approved by the Town of Virgil Board.

The Town of Virgil shall only deal with the vendors actually submitting the bid AND supplying the material, service or equipment described in the attached specifications. Any financial or other arrangements made between the vendor and any other party as a part of this bid are strictly between those parties and the Town of Virgil shall not be included or be required to participate in them in any way. Furthermore, the Town of Virgil shall only make payments directly to the vendor awarded a contract as a result of that vendor submitting a valid bid, being deemed the successful vendor, awarded a contract and issued a purchase order. The Town of Virgil shall not make partial or prepayments of any kind unless stipulated in the specifications by the Town of Virgil. All payments made shall be authorized in the standard manner used by the Town of Virgil Board of. All invoices shall be submitted to the Town of Virgil board that shall review and submit for payment through the standard accounts payable schedule. All payments are mailed.

**TERMINATION CLAUSE:** The Town of Virgil reserves the right to terminate any contract resulting from this bid with ten (10) calendar day's written notice to the vendor. The Town of Virgil agrees to show cause and allow the vendor the opportunity to rectify problems. However, if in the sole discretion of the board, the vendor has not resolved the problem to the satisfaction of the Town of Virgil in a timely and workman like manner, said contract shall be terminated and the vendor agrees to remove said equipment from Town of Virgil property within seven (7) calendar days and refund the Town of Virgil in full for the repair within that same timeframe.

**BID FORM RESPONSES:** When filling out the attached bid form, please be certain that: 1. All blanks are filled in with the requested information. 2. All forms are signed in blue or other non-black ink. 3. All areas requiring a price are to be filled in as follows: Supply a numerical price for all products or services to be provided. (This includes a \$0.00 if there is no additional cost for any item.) The words "No Bid" if you are not interested in or unable to perform any particular portion for the bid. All markings other than those indicated above or any blank spaces where prices are indicated shall be deemed

as a “no bid” by the Town of Virgil and shall make the vendor non-responsive for that particular item(s). No exceptions shall be made in this case.

**FAILURE TO PERFORM:** Should the equipment fail to perform as advertised at any point within the timeframe of the guarantee, the vendor shall, at its own expense, and at the Town of Virgil option, repair or replace said equipment. Should the vendor fail to make the equipment operate as advertised within a reasonable amount of time as determined by the using department and the town board, the vendor agrees to remove the equipment and refund the Town of Virgil a prorated amount as follows. The percentage of time the equipment ran as advertised, as documented by the Town of Virgil, in comparison to the manufacturers guarantee shall be calculated. That percentage of the original purchase price shall be deducted and the remainder of the original purchase price shall be refunded to the Town of Virgil. No finance or any other charges shall be assessed to or by either party.

**SUBSTITUTE OF “OR EQUAL” ITEMS A CONTRACT,** if awarded, will be on the basis of materials and equipment as described in the Drawings and Specifications, and “or equal” items submitted by the bidder and accepted by the Town of Virgil. The bidder may offer “or equal” items that meet the same performance and reliability standards as specified herein. If the bidder offers an “or equal” item, the bidder must include with the bid package, documentation establishing equality of construction, operation and utility. Said “or equal” items shall be accepted or rejected based upon the Town of Virgil’s evaluation of the submitted documentation. All costs associated with the review of any “or equal” items prior to recommendation of award shall be at the expense of the bidder. If a submitted “or equal” item is rejected, the bidders shall be afforded an opportunity to meet with the Town of Virgil to offer additional qualifying opinions and information prior to the Town of Virgil rejecting the bid. However, if it is determined by the Town of Virgil that the materials or equipment do not meet the minimum acceptable specification, the vendor will not have the opportunity to offer the Town of Virgil other alternatives or to offer the original equipment specified by the Town of Virgil. Additionally, the bidder shall not have the opportunity to submit any alternative materials or equipment after the bids have been opened or awarded. Neither the Town of Virgil nor its representatives shall make any determinations as to equality of materials or equipment prior to the opening of bids. The decision to accept or reject and “or equal” item rests solely with the Town of Virgil. If a substitute “or equal” item is not accepted by the Town of Virgil, bid will be deemed non-responsive and the Town of Virgil shall reject this bid. The next lowest responsive bid shall then be reviewed for recommendation of award.

**NON-APPROPRIATIONS CLAUSE:** In accordance with New York State General Municipal Laws, the Town of Virgil will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the vendor agrees to hold the Town of Virgil harmless for any contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance or a purchase order by the Town of Virgil. Issuance of a purchase order by the Town of Virgil indicates that the Town of Virgil currently has and has set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Receipt of a resolution by the Town of Virgil Board is not in and of itself a binding contract with the Town of Virgil. Should it become necessary for the Town of Virgil to cancel a project or purchase after an order to proceed or purchase order has been issued, the Town of Virgil will only be liable for and the vendor agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation. (See Bid Form for further notes.)

**SPECIFICATIONS SUBMITTED BY:** Town of Virgil FOR THE INSTALLATION OF A ROOF AT Town of Virgil HIGHWAY DEPARTMENT.

The Town of Virgil invites the submission of sealed bids for the installation of a replacement roof at the Virgil Highway Department located at 0000 Route 392 Rte, Cortland, NY 113045. Such sealed bids must be received in Town of Virgil,

1176 Church St, Cortland, NY 13045 **PRIOR TO** June 11th, 2020, noon. Bids will be opened at March town board meeting that evening, but not awarded until reviewed.

This is for purchase of material and installation of a rubber roof at Virgil Highway Department as outlined in the following specifications. These specifications are for guidance only and comparable "or equal" material may be submitted by the bidder and accepted by the Town of Virgil. Site access is available for interested contractors to assess the mentioned project between the hours of 6:00AM and 3:00PM.

**Material, SERVICES AND EQUIPMENT TO BE INCLUDED IN NET PRICE**

Engineer approved roof, engineer stamp is required.

Provide man lift to facilitate work.

Manufacturers' specifications to maintain a twenty (20) year roof warranty,

Remove the existing steel from the roof, the town will dispose of the debris.

Remove the insulation board on the interior of the garage ceiling; the town will dispose of the debris.

Supply and install 2x4 purlins 24" OC, include fasteners into steel.

Supply and install 5/8" zip sheathing including zip tape, ring shank fasteners.

Supply and install 3" ISO Board including screws and washers.

Supply and install .060 EPDM Rubber roofing, including adhesive, seam tape, primers, cover tape, term bar etc.....

Supply and install new white steel drip edge, rake trim, including fasteners.

Maintain a clean job site.

Maintain Liability Insurance, Workers Compensation Insurance, Disability Insurance (Provide Proof)

All materials/fasteners will be installed per engineer/manufacturer specifications and with their hardware.

Town building permit is required.

The town code enforcement officer will do a periodic inspection of onsite work and will do final inspection before payment.

Submit material list and vendors.

Must provide proof subcontractors are being paid on time/prevaling wages, biweekly

All materials/fasteners will be installed per engineer/manufacturer specifications and with their hardware.

**ALL WAGES TO BE PAID AT PREVAILING RATE AS PER ARTICLE 8 OF THE  
NYS LABOR LAW.**

Brand names are given for comparative purposes only to set a minimum industry standard, and are not implied to be only acceptable products. It is not the intention of this bid to discriminate against any "approved equal", but is intended that a definite quality level be established. The determination as to whether an alternate product is or is not equal shall be made by the Town of Virgil.

This bid is expected to be awarded within fourteen (14) calendar days from bid opening subject to funds available. All bids must include a non-collusion bidding certification and be received in a sealed envelope marked "HIGHWAY ROOF" by April 12th, 2020 noon.

The Town of Virgil reserves the right to award the bid to the lowest responsible bidder whose bid best fits the needs of the Town of Virgil, to reject any or all bids, or to waive any informalities. A signed purchase order or a bilaterally signed contract as furnished to a successful proposer will create a binding contract by both parties.

Bid price submitted must be net. No additional costs will be allowed for delivery or preparation of equipment as specified.

Virgil highway garage roof BID FORM

**PROPOSAL FORM FOR BID** to be publicly opened at the date and time indicated on the Notice to Bidders for installation of rubber roof at Town of Virgil Highway Department. Bids must be submitted in a sealed envelope or box plainly marked as to its contents.

Proposals must contain a statement of non-collusion as required by Section 103-d of the General Municipal Law.

The Town of Virgil reserves the right to reject any or all bids.

The Town of Virgil reserves the right to award the bid to the lowest responsible bidder whose bid best fits the needs of the Agency, to reject any or all bids, or to waive any informalities. A signed purchase order or a bilaterally signed contract as furnished to a successful proposer will create a binding contract by both parties.

The undersigned proposes to furnish the following, in accordance with the attached specifications, to the Town of Virgil at the price(s) shown. All prices are to be net delivered prices and are to include no taxes.

NAME OF FIRM: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

BY:

BY:

Above Signatory Name (PRINTED)

DATE:

FEDERAL OR TAX ID #

EMAIL ADDRESS:

Town of Virgil BID FORM (continued)

ADDENDA (Use this section ONLY when addenda are received for this bid). The following is confirmation of all the addenda upon which this bid proposal is based.

– Addenda # \_\_\_\_\_ - Received \_\_\_\_\_, 2018 \_\_\_\_\_ Initialed by Rep.

– Addenda # \_\_\_\_\_ - Received \_\_\_\_\_, 2018 \_\_\_\_\_ Initialed by Rep.

– Addenda # \_\_\_\_\_ - Received \_\_\_\_\_, 2018 \_\_\_\_\_ Initialed by Rep.

NOTE: By signing and submitting this bid for consideration the vendor acknowledges that they have read, understand and agree to all aspects of the specifications as presented without reservation, exception or alteration. Varying from the requested price breakdown may cause that item to be deemed nonresponsive.

ITEM #1 Roof at Town of Virgil Highway Department

Bid Price \$ \_\_\_\_\_

**NON-COLLUSION BIDDING CERTIFICATE**

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 there to 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. In compliance with this invitation for bids, and subject to the conditions thereof, the undersigned offers and agrees, if this bid is accepted within (30) thirty days from the date of opening, to furnish any and all of the items upon which prices are submitted.

In compliance with this invitation for bids, and subject to the conditions thereof, the undersigned offers and agrees, if this bid is accepted within (30) thirty days from the date of opening, to furnish any and all of the items upon which prices are submitted.

FIRM NAME ADDRESS \_\_\_\_\_

SIGNED BY TITLE \_\_\_\_\_

DATE TELEPHONE # \_\_\_\_\_

This form must be signed and returned with bid

Town of Virgil Insurance Requirements Edition 3/2011

(APPENDIX A. I) The Contractor shall procure and maintain at own expense and without expense to the Town of Virgil, insurance for liability for damages imposed by law, of the kinds and in the amounts hereinafter provided. The Insurance shall cover all operations under the contract whether performed by the contractor or by subcontractors. This insurance must remain in force until final acceptance by the Town of Virgil of the work covered by the contract

II) The policies must name the Town of Virgil as an additional insured and shall:

A) Be an insurance policy from an A.M. Best rated New York State licensed, admitted insurer; with a rating of an A or better.



B) State that the coverage shall be primary for the Municipality, its Board, employees and volunteers. At least ten (10) working days prior to the commencement of the work, the Contractor and all subcontractors shall submit to Town of Virgil evidence of insurance coverage as required by these documents. The Certificate of Insurance shall provide no less than thirty (30) days notice of cancellation or non-renewal of the insurance coverage. All Certificates of Insurance must be signed by a licensed agent or authorized representative of the insurance carrier. Broker signature is not acceptable.

The terms of this appendix shall control over any contractual terms elsewhere in the contract unless specifically exempted in writing.

III) The contractor/permittee agrees to indemnify the municipality for any applicable deductibles.

IV) The types and limits of insurance are as follows: A) Commercial Automobile Liability and Property damage Insurance covering all owned, leased, hired and non-owned vehicles used in connection with the Work with a combined single limit for Bodily Injury and Property damage of at least \$1,000,000 per occurrence.

B) Workers' Compensation Insurance. A policy covering the obligations of the contractor in accordance with the provisions of the Workers' Compensation Law covering all operations under the contractor, whether performed by him or by his subcontractor. The contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefit of, and keep insured during the life of said contract such employees in compliance with the provisions of the Workers' Compensation Law (State Finance Law 142). The "All States" endorsement must be attached to the Workers' Compensation Insurance.

C) Commercial General Liability (CGL) with a combined single limit for Bodily Injury, Personal Injury, and Property Damage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall provide and encompass the following: 1. Written on an occurrence form. 2. Endorsement naming the Town of Virgil as an additional insured. 3. Policy, or policies, must be endorsed to be primary as respects the coverage afforded the Additional Insured and such policy shall be primary to any other insurance maintained by the Town of Virgil. Any other

insurance maintained by the Town of Virgil shall be excess of and shall not contribute with the Contractor's or Subcontractor's insurance, regardless of the "other insurance" clause contained in the Town of Virgil own policy of insurance. 4. Policy shall contain a per job aggregate.

D) Umbrella and/or Excess Liability policies used must follow the form of the CGL, Automobile Liability and Employers Liability policies shown above and warranted to be in excess of limits provided by primary CGL, Automobile Liability, and Employer's Liability, but not excess to other insurance maintained by the **Town of Virgil, at a limit of \_\_\_\_\_.**

V) Should the Contractor engage a Subcontractor, the same conditions as are applicable to the Contractor under these insurance requirements shall apply to each subcontractor of every tier. Proof thereof shall be supplied to the Town of Virgil.

VI) At any time that the coverage provisions and limits on the policies required herein do not meet the provisions and limits set forth above, the Contractor shall immediately cease work on the Project. The Contractor shall not resume work on the Project until authorized to do so by the Town of Virgil, any delay or time lost as a result of the Contractor not having insurance required by this Article shall not give rise to a delay claim or any other claim against the Town of Virgil.

VII) Notwithstanding any other provision in the Article, the Town of Virgil may require the Contractor to provide any other form or limit of insurance necessary to secure the interests of the Town of Virgil.

VIII) The Contractor shall secure, pay for, and maintain Property Insurance necessary for protection against the loss of owned, borrowed, or rented capital equipment and tools, including any tools owned by employees, and any tools or equipment, staging towers, and forms owned, borrowed, or rented by the Contractor. The requirement to secure and maintain such insurance is solely for the benefit of the Contractor. Failure of the Contractor to secure such insurance or to maintain adequate levels of coverage shall not render the Additional Insured or their agents and employees responsible for any losses; and the Additional Insured, their agents and employees, shall have not such Liability.

IX) Neither the procurement nor the maintenance of any type of insurance by the Town of Virgil, the Contractor, or the Construction manager shall in any way be construed or deemed to limit, discharge, waive or release the Contractor from any of the obligations or risks obligations or risks accepted by the Contractor or to be a limitation of the nature or extent of said obligations and risk.

**IX) APPENDIX B HOLD HARMLESS Contractor, Public Services-Transportation**

The \_\_\_\_\_ hereby agrees that it will indemnify and save \_\_\_\_\_ (Name of Contractor) harmless the Town of Virgil from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of any omission or act of the contractor, its agents, employees, or subcontractors in the performance of this contract, to the extent permissible by law. This indemnification shall include all costs and disbursements incurred by the Town of Virgil in defending any suit, including attorneys' fees. Furthermore, at the option of the Town of Virgil, the Contractor shall provide defense for and defend all claims, demands and causes of

action referred to above, and bear all other costs and expenses related thereto.

Witness: \_\_\_\_\_ Contractor Signature: \_\_\_\_\_

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

This form must be signed and returned with bid

**Attachment "D" Certification Pursuant to Section 103-g Of the New York State General Municipal Law**

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:

\_\_\_\_\_ Signature

\_\_\_\_\_ Title

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

This form must be signed and returned with bid

**OFFER TO CONTRACT:**

TO THE Town of Virgil: We propose to furnish all labor, materials, equipment, tools and services required to complete the work in accordance with the specifications and conditions contained herein in consideration of the sum or sums stated below and agree that this document will constitute the contract if accepted by the Town of Virgil.

We hereby offer and agree to furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation to Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

We acknowledge receipt of the following addendum(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact: Company Name

Name: \_\_\_\_\_ Address \_\_\_\_\_  
City: \_\_\_\_\_ State Zip \_\_\_\_\_  
Fax: \_\_\_\_\_ Signature of Person Authorized to Sign \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_  
Email \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Notary My Commission Expires:

**ACCEPTANCE OF OFFER:**

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specification, amendments, etc. and the Contractor's Offer as accepted by the town of Virgil.

This contract shall henceforth be referred to as a contract with the same number as the Invitation for Bid. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order and/or a notice to proceed from the town of Virgil.

**AUTHORIZED Town of Virgil SIGNATURE: APPROVED AS TO FORM BY:**

## **Legal Notice Town of Virgil**

### **Notice of Accepting Bids for Replacing the Roof at the Virgil Highway Garage**

The Town of Virgil is accepting bids to replace the roof at the Virgil Highway Garage. Bid specs can be obtained online at [www.VirgilNY.org](http://www.VirgilNY.org) or from the Virgil Town Clerk at [TownClerk@VirgilNY.org](mailto:TownClerk@VirgilNY.org)

All bids must be submitted to the Virgil Town Clerk, 1176 Church Street, Virgil NY 13045 on or before June 11, 2020 at 12:00 P.M., sealed bids will be opened on June 11, 2020, at the Virgil Town Board meeting, 1176 Church Street, Virgil held at 6:30 PM. The Virgil Town Board reserves the right to reject any and all bids. By Order of the Virgil Town Board



**TOWN OF VIRGIL  
BID FOR INSTALLATION OF ROOF AT  
TOWN HIGHWAY GARAGE**

**NOTICE TO BIDDERS** Town of Virgil Highway Garage Roof Project 100' x 100' Bid Specs

**NOTICE IS HEREBY GIVEN** that the Town of Virgil will receive sealed bids for the installation of a .060 EPDM Rubber roofing roof at Virgil Highway Department garage located at 1695 Route 392 Cortland, NY 13045. Such sealed bids must be received in the Virgil town hall, 1176 Church St. Cortland, NY 13045; Monday through Friday, between the hours of 8:00 am and 3:30 pm, PRIOR TO noon on Thursday, June 11, 2020 said bids will be opened during the town board meeting.

Bid forms and detailed specifications may be obtained at the Virgil town hall, at the above mentioned address. Vendors may call to arrange for document pick up. No documents will be mailed. Any questions should be addressed to Alane Van Donsel, town clerk, via phone at (607) 835-6174. There will not be a contractors meeting. The site of project construction is open and available for assessment by interested contractors between the hours of 6:00 A.M and 5:00 P.M located at 1695 Route 392 Cortland, NY 13045.

NOTE: The Town of Virgil shall not be held responsible for the completeness or accuracy of any bid documents received by a vendor that were not directly issued to that vendor by the Town of Virgil.

Any vendor submitting a bid based on incomplete or inaccurate information resulting from documentation received from any third party, shall not have cause for relief from award or completion of a contract in accordance with the official documents on file with the Town of Virgil

It is highly suggested that all vendors interested in participating in this bid, contact the Town of Virgil directly at the above address or telephone number to assure that they have received the most accurate and up to date material concerning this contract.

The Town of Virgil will not offer or supply anyone the list of people that have obtained a copy of these bid specifications.

**NO EXCEPTIONS ARE MADE TO THIS POLICY.**

Town of Virgil reserves the right to reject any and all bids.

## **INSTRUCTIONS TO BIDDERS**

1. Read all documents contained in the bid specifications.
2. Vendors are responsible for submitting their bids to the exact location indicated on the "Notice to Bidders" prior to the time indicated in the "Notice to Bidders". No bids will be accepted after the designated time indicated in the "Notice to Bidders".

NOTE: This includes any changes listed on the latest addendum issued by the Town of Virgil, if any. Delay in mail delivery is not an exception to the deadline for receipt of bids.

3. Bidders are responsible for reporting, in writing, any errors found in the bid specifications to the town clerk at Virgil town hall, 1176 church St. Cortland, NY 13045.
4. Questions about or clarifications to the technical specifications must be made in writing to the Town of Virgil prior to the bid opening. Such questions must be in the possession of the Town of Virgil three working days prior to the bid opening unless otherwise indicated. Verbal questions may not be entertained. Questions may be faxed to (607) 835-0000, Attention: Alane Van Donsel. Include bid name. Faxed bids are not legitimate. All bids must be an original that is received by the Town of Virgil.
5. Bidders shall indicate on the outside of their sealed bid the following information:

1. Title of Bid
2. Date and Time of Bid Opening
3. Company Name Vendors submitting "Alternate" pricing, products or services, must do so as a separate bid package to be considered for award.

Each bid must be submitted under separate cover and will be considered on its own merits.

6. The only forms necessary to be submitted as a bid are the following: 1. Town Virgil Bid Proposal Form, filled out completely. (See General Information) 2. Non-Collusion Bidding Certification and Iranian Energy Divestment form signed and dated. 3. Insurance Certificates as indicated in the General Information section. 4. Hold Harmless Form. 5. Offer to Contract Form. 6. Copy of Literature for all items offered. 7. Any other information as noted in the bid document.
7. Under no circumstances is it necessary to return the technical specifications with the bid. They should be retained by the bidder for his/her records. Failure to submit any of the above data may result in the rejection of the bid as non-responsive. Furthermore, the town of Virgil reserves the right to require the vendor to supply any additional information it deems necessary to determine the successful responsive/responsible vendor and further to waive any minor informalities it deems in its best interest.

## **GENERAL INFORMATION**

METHOD OF AWARD: The contract if awarded will be to the lowest responsive/responsible bidder(s) in part or in whole who meets(s) all the terms of the specifications. The Town of Virgil guarantees no minimum or maximum purchases or contracts as a result of award of this bid. Town of Virgil reserves the right to allow all municipal and not for profit organizations authorized under the awarded as a result of this bid in accordance with the latest amendments to NYS GML

100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between the Town of Virgil and the vendor.

**GUARANTEE:** The contractor shall guarantee that the material/equipment offered is standard new equipment, latest model of regular stock product and in current production, and includes all parts regularly used with this type of equipment; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered shall be guaranteed against faulty material and workmanship for period of 20 years unless otherwise specified. If, during this period, such faults develop, the unit(s) or part(s) affected shall be replaced without any cost to the Town of Virgil. When the manufacturer's standard guarantee for the complete unit or any component thereby exceeds twelve months the longer guarantee period shall apply.

**QUALIFICATION OF BIDDER:** Bids will only be accepted from established manufacturers or their authorized dealers. In the event a dealer submits a bid, the dealer shall guarantee that he/she is an authorized dealer of the manufacturer and the manufacturer has agreed to supply the dealer with the equipment offered in the proposal and that the dealer is authorized by the manufacturer to sell the equipment within Town of Virgil, New York. Further, the dealer agrees to submit a certificate from the manufacturer acknowledging that he/she is an authorized dealer, if so requested. All vendors providing services and/or products to the Town of Virgil and all municipal entities included under any contract resulting from an award of the attached bid(s) are required to comply with all current State, Federal and local laws, rules and regulations.

**AWARD OF BID:** The award, if any, will be made within forty-five (45) calendar days of the opening date. All successful vendors shall be notified by the Town of Virgil of any contracts they have been awarded. Notice of awards shall be in the form of a copy of the resolution approved by the Town of Virgil Board.

The Town of Virgil shall only deal with the vendors actually submitting the bid AND supplying the material, service or equipment described in the attached specifications. Any financial or other arrangements made between the vendor and any other party as a part of this bid are strictly between those parties and the Town of Virgil shall not be included or be required to participate in them in any way. Furthermore, the Town of Virgil shall only make payments directly to the vendor awarded a contract as a result of that vendor submitting a valid bid, being deemed the successful vendor, awarded a contract and issued a purchase order. The Town of Virgil shall not make partial or prepayments of any kind unless stipulated in the specifications by the Town of Virgil. All payments made shall be authorized in the standard manner used by the Town of Virgil Board of. All invoices shall be submitted to the Town of Virgil board that shall review and submit for payment through the standard accounts payable schedule. All payments are mailed.

**TERMINATION CLAUSE:** The Town of Virgil reserves the right to terminate any contract resulting from this bid with ten (10) calendar day's written notice to the vendor. The Town of Virgil agrees to show cause and allow the vendor the opportunity to rectify problems. However, if in the sole discretion of the board, the vendor has not resolved the problem to the satisfaction of the Town of Virgil in a timely and workman like manner, said contract shall be terminated and the vendor agrees to remove said equipment from Town of Virgil property within seven (7) calendar days and refund the Town of Virgil in full for the repair within that same timeframe.

**BID FORM RESPONSES:** When filling out the attached bid form, please be certain that: 1. All blanks are filled in with the requested information. 2. All forms are signed in blue or other non-black ink. 3. All areas requiring a price are to be filled in as follows: Supply a numerical price for all products or services to be provided. (This includes a \$0.00 if there is no additional cost for any item.) The words "No Bid" if you are not interested in or unable to perform any particular portion for the bid. All markings other than those indicated above or any blank spaces where prices are indicated shall be deemed

as a “no bid” by the Town of Virgil and shall make the vendor non-responsive for that particular item(s). No exceptions shall be made in this case.

**FAILURE TO PERFORM:** Should the equipment fail to perform as advertised at any point within the timeframe of the guarantee, the vendor shall, at its own expense, and at the Town of Virgil option, repair or replace said equipment. Should the vendor fail to make the equipment operate as advertised within a reasonable amount of time as determined by the using department and the town board, the vendor agrees to remove the equipment and refund the Town of Virgil a prorated amount as follows. The percentage of time the equipment ran as advertised, as documented by the Town of Virgil, in comparison to the manufacturers guarantee shall be calculated. That percentage of the original purchase price shall be deducted and the remainder of the original purchase price shall be refunded to the Town of Virgil. No finance or any other charges shall be assessed to or by either party.

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**SPECIFICATIONS SUBMITTED BY:** Town of Virgil FOR THE INSTALLATION OF A ROOF AT Town of Virgil HIGHWAY DEPARTMENT.

The Town of Virgil invites the submission of sealed bids for the installation of a replacement roof at the Virgil Highway Department located at 0000 Route 392 Rte, Cortland, NY 113045. Such sealed bids must be received in Town of Virgil,



1176 Church St, Cortland, NY 13045 **PRIOR TO** June 11th, 2020, noon. Bids will be opened at March town board meeting that evening, but not awarded until reviewed.

This is for purchase of material and installation of a rubber roof at Virgil Highway Department as outlined in the following specifications. These specifications are for guidance only and comparable "or equal" material may be submitted by the bidder and accepted by the Town of Virgil. Site access is available for interested contractors to assess the mentioned project between the hours of 6:00AM and 3:00PM.

**Material, SERVICES AND EQUIPMENT TO BE INCLUDED IN NET PRICE**

Engineer approved roof, engineer stamp is required.

Provide man lift to facilitate work.

Manufacturers' specifications to maintain a twenty (20) year roof warranty,

Remove the existing steel from the roof, the town will dispose of the debris.

Remove the insulation board on the interior of the garage ceiling; the town will dispose of the debris.

Supply and install 2x4 purlins 24" OC, include fasteners into steel.

Supply and install 5/8" zip sheathing including zip tape, ring shank fasteners.

Supply and install 3" ISO Board including screws and washers.

Supply and install .060 EPDM Rubber roofing, including adhesive, seam tape, primers, cover tape, term bar etc.....

Supply and install new white steel drip edge, rake trim, including fasteners.

Maintain a clean job site.

Maintain Liability Insurance, Workers Compensation Insurance, Disability Insurance (Provide Proof)

All materials/fasteners will be installed per engineer/manufacturer specifications and with their hardware.

Town building permit is required.

The town code enforcement officer will do a periodic inspection of onsite work and will do final inspection before payment.

Submit material list and vendors.

Must provide proof subcontractors are being paid on time/prevaling wages, biweekly

All materials/fasteners will be installed per engineer/manufacturer specifications and with their hardware.

**ALL WAGES TO BE PAID AT PREVAILING RATE AS PER ARTICLE 8 OF THE  
NYS LABOR LAW.**

Brand names are given for comparative purposes only to set a minimum industry standard, and are not implied to be only acceptable products. It is not the intention of this bid to discriminate against any "approved equal", but is intended that a definite quality level be established. The determination as to whether an alternate product is or is not equal shall be made by the Town of Virgil.

This bid is expected to be awarded within fourteen (14) calendar days from bid opening subject to funds available. All bids must include a non-collusion bidding certification and be received in a sealed envelope marked "HIGHWAY ROOF" by April 12th, 2020 noon.

The Town of Virgil reserves the right to award the bid to the lowest responsible bidder whose bid best fits the needs of the Town of Virgil, to reject any or all bids, or to waive any informalities. A signed purchase order or a bilaterally signed contract as furnished to a successful proposer will create a binding contract by both parties.

Bid price submitted must be net. No additional costs will be allowed for delivery or preparation of equipment as specified.

Virgil highway garage roof BID FORM

**PROPOSAL FORM FOR BID** to be publicly opened at the date and time indicated on the Notice to Bidders for installation of rubber roof at Town of Virgil Highway Department. Bids must be submitted in a sealed envelope or box plainly marked as to its contents.

Proposals must contain a statement of non-collusion as required by Section 103-d of the General Municipal Law.

The Town of Virgil reserves the right to reject any or all bids.

The Town of Virgil reserves the right to award the bid to the lowest responsible bidder whose bid best fits the needs of the Agency, to reject any or all bids, or to waive any informalities. A signed purchase order or a bilaterally signed contract as furnished to a successful proposer will create a binding contract by both parties.

The undersigned proposes to furnish the following, in accordance with the attached specifications, to the Town of Virgil at the price(s) shown. All prices are to be net delivered prices and are to include no taxes.

NAME OF FIRM: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

BY:

BY:

Above Signatory Name (PRINTED)

DATE:

FEDERAL OR TAX ID #

EMAIL ADDRESS:

Town of Virgil BID FORM (continued)

ADDENDA (Use this section ONLY when addenda are received for this bid). The following is confirmation of all the addenda upon which this bid proposal is based.

– Addenda # \_\_\_\_\_ - Received \_\_\_\_\_, 2018 \_\_\_\_\_ Initialed by Rep.

– Addenda # \_\_\_\_\_ - Received \_\_\_\_\_, 2018 \_\_\_\_\_ Initialed by Rep.

– Addenda # \_\_\_\_\_ - Received \_\_\_\_\_, 2018 \_\_\_\_\_ Initialed by Rep.

NOTE: By signing and submitting this bid for consideration the vendor acknowledges that they have read, understand and agree to all aspects of the specifications as presented without reservation, exception or alteration. Varying from the requested price breakdown may cause that item to be deemed nonresponsive.

ITEM #1 Roof at Town of Virgil Highway Department

Bid Price \$ \_\_\_\_\_

**NON-COLLUSION BIDDING CERTIFICATE**

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 there to 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. In compliance with this invitation for bids, and subject to the conditions thereof, the undersigned offers and agrees, if this bid is accepted within (30) thirty days from the date of opening, to furnish any and all of the items upon which prices are submitted.

In compliance with this invitation for bids, and subject to the conditions thereof, the undersigned offers and agrees, if this bid is accepted within (30) thirty days from the date of opening, to furnish any and all of the items upon which prices are submitted.

FIRM NAME ADDRESS \_\_\_\_\_

SIGNED BY TITLE \_\_\_\_\_

DATE TELEPHONE # \_\_\_\_\_

This form must be signed and returned with bid

Town of Virgil Insurance Requirements Edition 3/2011

(APPENDIX A. I) The Contractor shall procure and maintain at own expense and without expense to the Town of Virgil, insurance for liability for damages imposed by law, of the kinds and in the amounts hereinafter provided. The Insurance shall cover all operations under the contract whether performed by the contractor or by subcontractors. This insurance must remain in force until final acceptance by the Town of Virgil of the work covered by the contract

II) The policies must name the Town of Virgil as an additional insured and shall:

A) Be an insurance policy from an A.M. Best rated New York State licensed, admitted insurer; with a rating of an A or better.

B) State that the coverage shall be primary for the Municipality, its Board, employees and volunteers. At least ten (10) working days prior to the commencement of the work, the Contractor and all subcontractors shall submit to Town of Virgil evidence of insurance coverage as required by these documents. The Certificate of Insurance shall provide no less than thirty (30) days notice of cancellation or non-renewal of the insurance coverage. All Certificates of Insurance must be signed by a licensed agent or authorized representative of the insurance carrier. Broker signature is not acceptable.

The terms of this appendix shall control over any contractual terms elsewhere in the contract unless specifically exempted in writing.

III) The contractor/permittee agrees to indemnify the municipality for any applicable deductibles.

IV) The types and limits of insurance are as follows: A) Commercial Automobile Liability and Property damage Insurance covering all owned, leased, hired and non-owned vehicles used in connection with the Work with a combined single limit for Bodily Injury and Property damage of at least \$1,000,000 per occurrence.

B) Workers' Compensation Insurance. A policy covering the obligations of the contractor in accordance with the provisions of the Workers' Compensation Law covering all operations under the contractor, whether performed by him or by his subcontractor. The contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefit of, and keep insured during the life of said contract such employees in compliance with the provisions of the Workers' Compensation Law (State Finance Law 142). The "All States" endorsement must be attached to the Workers' Compensation Insurance.

C) Commercial General Liability (CGL) with a combined single limit for Bodily Injury, Personal Injury, and Property Damage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall provide and encompass the following: 1. Written on an occurrence form. 2. Endorsement naming the Town of Virgil as an additional insured. 3. Policy, or policies, must be endorsed to be primary as respects the coverage afforded the Additional Insured and such policy shall be primary to any other insurance maintained by the Town of Virgil. Any other

insurance maintained by the Town of Virgil shall be excess of and shall not contribute with the Contractor's or Subcontractor's insurance, regardless of the "other insurance" clause contained in the Town of Virgil own policy of insurance. 4. Policy shall contain a per job aggregate.

D) Umbrella and/or Excess Liability policies used must follow the form of the CGL, Automobile Liability and Employers Liability policies shown above and warranted to be in excess of limits provided by primary CGL, Automobile Liability, and Employer's Liability, but not excess to other insurance maintained by the **Town of Virgil, at a limit of \_\_\_\_\_.**

V) Should the Contractor engage a Subcontractor, the same conditions as are applicable to the Contractor under these insurance requirements shall apply to each subcontractor of every tier. Proof thereof shall be supplied to the Town of Virgil.

VI) At any time that the coverage provisions and limits on the policies required herein do not meet the provisions and limits set forth above, the Contractor shall immediately cease work on the Project. The Contractor shall not resume work on the Project until authorized to do so by the Town of Virgil, any delay or time lost as a result of the Contractor not having insurance required by this Article shall not give rise to a delay claim or any other claim against the Town of Virgil.

VII) Notwithstanding any other provision in the Article, the Town of Virgil may require the Contractor to provide any other form or limit of insurance necessary to secure the interests of the Town of Virgil.

VIII) The Contractor shall secure, pay for, and maintain Property Insurance necessary for protection against the loss of owned, borrowed, or rented capital equipment and tools, including any tools owned by employees, and any tools or equipment, staging towers, and forms owned, borrowed, or rented by the Contractor. The requirement to secure and maintain such insurance is solely for the benefit of the Contractor. Failure of the Contractor to secure such insurance or to maintain adequate levels of coverage shall not render the Additional Insured or their agents and employees responsible for any losses; and the Additional Insured, their agents and employees, shall have not such Liability.

IX) Neither the procurement nor the maintenance of any type of insurance by the Town of Virgil, the Contractor, or the Construction manager shall in any way be construed or deemed to limit, discharge, waive or release the Contractor from any of the obligations or risks obligations or risks accepted by the Contractor or to be a limitation of the nature or extent of said obligations and risk.

**IX) APPENDIX B HOLD HARMLESS Contractor, Public Services-Transportation**

The \_\_\_\_\_ hereby agrees that it will indemnify and save \_\_\_\_\_ (Name of Contractor) harmless the Town of Virgil from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of any omission or act of the contractor, its agents, employees, or subcontractors in the performance of this contract, to the extent permissible by law. This indemnification shall include all costs and disbursements incurred by the Town of Virgil in defending any suit, including attorneys' fees. Furthermore, at the option of the Town of Virgil, the Contractor shall provide defense for and defend all claims, demands and causes of

action referred to above, and bear all other costs and expenses related thereto.

Witness: \_\_\_\_\_ Contractor Signature: \_\_\_\_\_

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

This form must be signed and returned with bid

**Attachment "D" Certification Pursuant to Section 103-g Of the New York State General Municipal Law**

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:

\_\_\_\_\_ Signature

\_\_\_\_\_ Title

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

This form must be signed and returned with bid

**OFFER TO CONTRACT:**

TO THE Town of Virgil: We propose to furnish all labor, materials, equipment, tools and services required to complete the work in accordance with the specifications and conditions contained herein in consideration of the sum or sums stated below and agree that this document will constitute the contract if accepted by the Town of Virgil.

We hereby offer and agree to furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation to Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

We acknowledge receipt of the following addendum(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact: Company Name

Name: \_\_\_\_\_ Address \_\_\_\_\_  
City: \_\_\_\_\_ State Zip \_\_\_\_\_  
Fax: \_\_\_\_\_ Signature of Person Authorized to Sign \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_  
Email \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Notary My Commission Expires:

**ACCEPTANCE OF OFFER:**

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specification, amendments, etc. and the Contractor's Offer as accepted by the town of Virgil.

This contract shall henceforth be referred to as a contract with the same number as the Invitation for Bid. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order and/or a notice to proceed from the town of Virgil.

**AUTHORIZED Town of Virgil SIGNATURE: APPROVED AS TO FORM BY:**

## **Legal Notice Town of Virgil**

### **Notice of Accepting Bids for Replacing the Roof at the Virgil Highway Garage**

The Town of Virgil is accepting bids to replace the roof at the Virgil Highway Garage. Bid specs can be obtained online at [www.VirgilNY.org](http://www.VirgilNY.org) or from the Virgil Town Clerk at [TownClerk@VirgilNY.org](mailto:TownClerk@VirgilNY.org)

All bids must be submitted to the Virgil Town Clerk, 1176 Church Street, Virgil NY 13045 on or before June 11, 2020 at 12:00 P.M., sealed bids will be opened on June 11, 2020, at the Virgil Town Board meeting, 1176 Church Street, Virgil held at 6:30 PM. The Virgil Town Board reserves the right to reject any and all bids. By Order of the Virgil Town Board