

## DETAILED SPECIFICATIONS

### 1. DESCRIPTION

Micro-surfacing shall be a mixture of natural latex modified cationic asphalt emulsion, mineral aggregate, mineral and field control additives, and water, properly proportioned, mixed and spread on the paved surface in accordance with this specification and as directed by the Superintendent of Highways or his designee. Its properties shall be derived from a blend of select crushed aggregate and sophisticated chemical formulation of asphalt cements, cationic emulsifiers, adhesives, and natural latex. The Micro-Surfacing shall produce a tough and durable thin overlay material to restore the original service properties to worn but structurally sound pavements. This specification covers all materials, equipment, construction and application procedures for rut filling and/or resurfacing of existing paved surfaces.

### 2. MATERIALS

2.1 Emulsified Asphalt. The emulsified asphalt shall be a quick-set natural latex modified cationic type CSS-1H emulsion and shall conform to the requirements specified in AASHTO M208 and ASTM 2397. It shall pass all applicable storage and settlement tests. The natural latex shall be milled into the emulsion. The cement mixing test shall be waived for this emulsion.

2.1.1. Special Residue Properties. Distillation of residue will be at a temperature of 350 degrees F for 20 minutes. Softening point of the residue shall be 140 degrees F minimum. Viscosity, absolute at 140 degrees F, shall be 8,000 poise minimum.

2.2 Aggregate, General. The mineral aggregate used shall be of the type and grade specified for micro-surfacing. The aggregate shall be manufactured crushed stone such as granite, slag, limestone, chat, or other high quality aggregate or combination thereof.

#### 2.2.1. Aggregate Physical Requirements

Grading. The aggregate including natural fines when tested by AASHTO methods T11 or T27, or ASTM C117 or C136, should meet the referenced gradation requirements.

Deleterious Substances. To limit the permissible amount of clay like fines in an aggregate, a sand equivalent value of 65 or higher is required when tested by ASTM 2419.

Soundness. The aggregate shall have a weighted loss of not more than 15% when the sodium sulfate test is used or 20% when the magnesium sulfate test is used.

Hardness. The aggregate wear, from resistance to abrasion, shall be a maximum of 35% when using AASHTO T96 or ASTM C131 test methods.

2.3 Water. The water shall be potable and shall be free of harmful soluble salts.

2.4 Modifier. Special quick-setting emulsifier agents shall be milled into the asphalt emulsion. The emulsified asphalt shall be so formulated that when the paving mixture is applied at a thickness of one inch with the relative humidity at not more than 50% and the ambient air temperature of at least 75 degrees F the material will cure sufficiently so that rolling traffic can be allowed in one hour with no damage to the surface, as verified by the Engineer.

- 2.5 Additives. A mineral additive shall be introduced to the mineral aggregate and may be any recognized brand of non-air-entrained Portland cement or hydrated lime that is free of lumps, or other approved mineral additive. It may be accepted upon visual inspection. The amount of mineral additive needed shall be determined by the laboratory mix design and will be considered as part of the material gradation requirements.

A liquid field control additive is introduced and blended with water to provide effective control of the required quick-set properties. This additive shall be made available by the chemical supplier or emulsion manufacturer and certifiable as being compatible with the mixture.

**3. DESIGN, CERTIFICATIONS, AND DEMONSTRATIONS**

- 3.1 Pre-Construction Conference. For all In-Place projects, a preconstruction conference shall be held at least five days prior to site work to discuss mix designs, application procedures, maintenance and protection of traffic, public notification, scalar chain, and other operational issues. The Contractor shall submit to the Superintendent of Highways a signed mix design specifying the material to be used on the project. This design shall be performed by a qualified laboratory. Once the materials are approved, no substitution will be permitted unless first tested and approved by the laboratory preparing the mix design.

- 3.2 Mix Design. The qualified laboratory shall develop the job mix design and present certified test results for the County’s approval. Compatibility of the aggregate and emulsion shall be verified by the mix design. The job mix formula shall provide a minimum Marshall stability of 1,800 pounds and a flow of 6 to 16 units when tested according to the ASTM 1559 or AASHTO 245 procedure as modified. All component materials used in the mix design shall be representative of the material proposed by the Contractor for use on the project.

- 3.3 Specifications. The Engineer shall approve the design mix and all micro-surfacing materials and methods prior to use. The component materials shall be within the following limits.

- Residual Asphalt: 5% to 9% by dry weight of aggregate
- Mineral Additive: 0.5% to 3% by dry weight of aggregate
- Natural Latex Modifier: Minimum 3.0%
- Field Control Additive: As required to provide the specified properties
- Water: As required to produce consistency
- Aggregate - Recommended Gradations:

<b>Screen Size</b>	<b>Type II % Passing</b>	<b>Type III % Passing</b>
3/8"	100	100
# 4	90 - 100	70 - 90
# 8	65 - 90	45 - 65
# 16	40 - 65	30 - 50
# 30	25 - 45	19 - 34
# 50	15 - 30	12 - 25
#100	10 - 21	7 - 18
#200	5 - 13	4 - 12

**Recommended Application & Rate:**

- Type II - Urban and Residential Streets: (20-30 lbs. per sq yd)
- Type III - Primary and Interstate Routes: (30-40 lbs. per sq yd)
- Wheel Ruts: Application rates as required.

**4. EQUIPMENT**

- 4.1 General. All equipment, tools and machines used in the performance of this work shall be maintained in satisfactory working condition at all times to ensure a high quality product. The vendor at the time of bidding shall own all equipment with which he intends to complete the contract, if so awarded. The Contractor must submit certification that they appear on the NYSDoT Approved List for Micro-Surfacing Equipment, prior to award of the bid.
- 4.2 Mixing Equipment. The material shall be mixed by a self-propelled micro-surfacing mixing machine which shall be a continuous flow mixing unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral and field control additives, and water to a revolving multi-blade twin shafted mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral and field control additives, and water to a revolving multi-blade twin shafted mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral and field control additives, and water to maintain an adequate supply to the proportioning controls. The machine shall be equipped with self-loading devices which provide for the loading of materials while continuing to lay micro-surfacing, thereby minimizing construction joints.
- 4.3 Proportioning Devices. Individual volume or weight controls for proportioning each material to be added to the mix, i.e., aggregate, emulsified asphalt, mineral and field control additives, and water shall be provided and properly marked. These proportioning devices are usually revolution counters or similar devices and are used in material calibration and determining the materials output at any time.
- 4.4 Emulsion Pump. The emulsion pump shall be a heated positive displacement type.
- 4.5 Spreading Equipment. The surfacing mixture shall be spread uniformly by means of the mechanical type spreader box attached to the mixer, equipped with paddles to agitate and spread the materials throughout the box. A front seal shall be provided to insure no loss of the mixture at the road contact point. The rear seal shall act as final strike off and shall be adjustable. The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of material on the surface. The spreader box and rear strike off shall be designed and operated such that a uniform consistency is achieved to produce a free flow of material to the rear strike off. The longitudinal joint where two passes join shall be neat appearing, uniform and lapped. All excess material shall be removed from the job site prior to opening the road. The spreader box shall have suitable means provided to side shift the box to compensate for variations in pavement width and longitudinal alignment. The spreader box shall have the ability to extend from nine feet to fourteen feet in width without stopping the micro surfacing operation.
- 4.6 Auxiliary Equipment. Suitable crack and surface cleaning equipment, traffic control equipment, hand tools and any support equipment shall be provided as necessary to perform the work.
- 4.7 Machine Calibration. Each mixing unit to be used in performance of the work shall be calibrated in the presence of the Engineer prior to construction, or previous calibration documentation covering the exact materials to be used may be acceptable provided they were made during that calendar year. The documentation shall include the individual calibration of each material at various settings, which can be related to the machine metering devices.

**5. WEATHER LIMITATIONS**

- 5.1 The material shall be spread only when the road surface and atmospheric temperatures are at least 45 degrees F and rising and the weather is not foggy or rainy and there is no forecast of temperatures below 32 degrees F within 48 hours from the time of placement of the mixture.

**6. NOTIFICATION AND TRAFFIC CONTROL**

- 6.1 Notification. All homeowners and businesses affected by the construction shall be notified 24 to 72 hours prior to the surfacing. This notification shall be in the form of a written posting stating the times and dates that construction is expected on their road. This notification will be prepared and distributed by the Contracting Agency. Should the roadway require closure, the Engineer shall be notified in writing no less than ten days prior to commencement of site work.
- 6.2 Traffic Control. Traffic Control shall be provided by the Contractor in strict compliance with the provisions of the MUTCD. The cost of Traffic Control and any required repair work shall be included in the unit bid price.

**7. SURFACE PREPARATION**

- 7.1 General. The area to be surfaced shall be thoroughly cleaned of vegetation, loose aggregate and soil (particularly soil that is bound to the surface). Manholes, valve boxes and other service entrances will be protected from the surfacing material.
- 7.2 Cracks in Surface. It is advisable to pretreat the cracks in the surface with a crack sealer prior to the application of the micro-surfacing, which is the responsibility of the Owner.
- 7.3 Tack Coat. If required by the plans, the Contractor shall apply a tack coat consisting of one part emulsified asphalt and two parts water with a distributor at .05 - .15 gallons per square yard. This emulsified asphalt should be an approved tack coat material. It is recommended that a tack coat always be applied to a concrete or brick surface.
- 7.4 Abrading of existing pavement markings may be necessary. The method of abrading may include sand blasting, water blasting, grinding or other methods approved by the Jefferson County Highway Department. The price bid for pavement marking abrading shall include all labor, materials, and equipment required to abrade the existing pavement markings and to properly maintain and protect traffic.

**8. STOCKPILE**

- 8.1 General. Precautions shall be taken to insure that stockpiles do not become contaminated. The mineral aggregate shall be screened prior to being weighed for job site delivery. This weight shall be done by means of a scale approved by the Engineer.

**9. APPLICATION**

- 9.1 General. The surface should be pre-wetted by fogging ahead of the spreader box when required by local conditions. The rate of application of the fog spray shall be adjusted during the day to suit temperatures, surface texture, humidity and dryness of the pavement surface.

The micro-surfacing mixture shall be of the desired consistency upon leaving the mixer and no additional materials should be added. A sufficient amount of material shall be carried in all parts of the spreader at all times so that a complete coverage is obtained. Overloading of the spreader shall be avoided. No lumping, balling, or unmixed aggregate shall be permitted.

No streaks, such as those caused by oversized aggregate, will be left in the finished surface. If excessive oversize develops, the job will be stopped until the Contractor demonstrates to the Engineer that the situation has been corrected.

- 9.2 Joints. No excessive buildup, uncovered areas or unsightly appearances shall be permitted on longitudinal or transverse joints. The Contractor shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the project. When possible, longitudinal joints shall be placed on lane lines. Half passes and odd widths passes will be used only in minimum amounts. If half passes are used, they shall not be the last pass of any paved area.

- 9.3 Mix Stability. The micro-surfacing mixture shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate.

- 9.4 Hand Work. Areas which cannot be reached with the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. The area to be hand worked shall be lightly dampened prior to mix placement. Care shall be exercised to leave no unsightly appearance from handwork.

The same type finish as applied by the spreader box shall be required. Handwork shall be completed at the time of the machine applying process.

- 9.5 Lines. Care shall be taken to insure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections will be kept straight to provide a good appearance.

- 9.6 Rolling. If required by the plans, specified areas shall be rolled by a self-propelled 10 ton pneumatic roller with a tire pressure of 50 PSI and equipped with a water spray system.

**10. QUALITY CONTROL**

- 10.1 Materials. The Contractor will permit the Engineer to take samples of the aggregate and asphalt emulsion to be used in the project at the Engineer's discretion. Gradation and sand equivalent tests may be run on the aggregate and residual asphalt content test on the emulsion. Test results will be compared to specifications. Tests will be run by a qualified laboratory at the expense of the buyer. The buyer must notify the Contractor immediately if any test fails to meet the specifications.

- 10.2 Micro-Surfacing Mixture. Samples of the mixture should be taken daily and may be taken directly from the mixing unit(s). Consistency and residual asphalt content test may be made on the samples and compared to the specifications. Tests will be run by a qualified laboratory at the expense of the buyer. The Buyer must notify the Contractor immediately if any test fails to meet specifications.

The Engineer may use the recorders and measuring facilities of the unit to determine application rates, asphalt emulsion content, mineral and field control additives and water.

- 10.3 Non-compliance. If any two successive tests fail on the stockpile material, the job shall be stopped. It is the responsibility of the Contractor, at his own expense, to prove to the Engineer that the conditions have been corrected. If any two successive tests on the mix from the same machine fail, the use of the machine shall be suspended. It will be the responsibility of the Contractor, at his own expense, to prove to the Engineer that the machine is working properly.

#### **11. PERFORMANCE WARRANTY**

- 11.1 The Contractor attests to the following warranty upon completion of the work and acceptance of final payment:

- 11.2 The Contractor hereby warrants that all workmanship and all materials furnished under this item shall comply fully with the requirements of these specifications. If at any time within two years after the date of the completion of the work, any unfaithful or defective work should appear, which in the opinion of the Superintendent is due to inferior materials or workmanship, the Contractor shall have thirty (30) days, after receiving written notification from the Superintendent, to correct, repair or replace the defective or inferior materials and/or workmanship at his or her expense to the satisfaction of the Superintendent. The guarantee shall be automatically extended to two years from the completion of any corrections, repairs or replacements of defective materials. The cost of inspections, samplings, or tests that reveal defective, inferior or inadequate materials or workmanship and any subsequent inspections, sampling or tests shall be paid by the Contractor.

#### **12. METHOD OF MEASUREMENT**

- 12.1 Aggregate. The quantity of aggregate used in the accepted portions of the work shall be measured by net ticket weight of each individual load of aggregate shipped to the project (less salvage) from the approved jobsite scale. The weight of mineral additive used shall be calculated and included in the total aggregate weight.
- 12.2 Emulsion. The quantity of emulsion used in the accepted portion of the work shall be measured by gallons or tons of material based on the accepted load tickets issued from the manufacturer. At the completion of the project any unused emulsion shall be weighed back and that quantity deducted from the accepted emulsion quality delivered. The Asphalt Price Adjustment procedure is provided within this specification.

#### **13. BASIS OF PAYMENT**

- 13.1 The accepted quantity of mixture used in the "Micro-Surfacing" will be paid for at the contract unit price per ton for the type material specified. The job tonnage shall include the weight of aggregate, mineral filler and asphalt emulsion used to produce the "Micro-Surfacing". The unit price shown in the contract shall be full compensation for all materials; including emulsion, modifiers, mineral additives, labor, tools, equipment, traffic control, and all other incidentals necessary to complete the work.

BASE AVERAGE F.O.B. TERMINAL DATE: 11/01/2020

BASE AVERAGE F.O.B. TERMINAL PRICE: \$461.00 US Ton

**ASPHALT PRICE ADJUSTMENTS**

Price adjustments allowed will be based on the current NYS OGS formula using the average of the FOB terminal price per ton of PG64-22 (AC-20) asphalt cement (base average F.O.B. terminal price), for the date noted above, at the locations determined by NYSDoT for the purpose of this calculation on similar NYSDoT and NYS OGS contracts.

NOTE: The same grade of asphalt cement used in establishing the base average F.O.B. terminal price shall be used in establishing the new average F.O.B. terminal price.

The new average terminal price will be determined based on the above F.O.B. terminal prices posted on the 3<sup>rd</sup> Wednesday of each month, hereafter known as the "Adjustment Date", during the contract period. However, price adjustments, in accordance with the formula below, will be effective for deliveries made on and after the first of the month (i.e. Jan. 1, 200x) following the adjustment.

The unit prices per ton of bituminous concrete material purchased from any award based on this specifications will be subject to adjustment based on the following formula:

$$\text{Price Adjustment (per ton)} = \frac{\text{New Average FOB Terminal Price} - \text{Base Average FOB Terminal Price}}{\text{Base Average FOB Terminal Price}} \times \text{Total \%Asphalt Plus Fuel Allowance}$$

**Price Adjustments:**

Total % Asphalt Plus Fuel:

The % of total allowable asphalt and fuel for each item is as follows:

<u>Item</u>	<u>% Asphalt</u>	<u>Fuel Allowance</u>	<u>Total</u>
Type 2	9.00	0	9.00%
Type 3	7.50	0	7.50%

Example: Item: Micro Surfacing, Type 2  
 Base Avg. Price - \$387.00      New Avg. Price - \$397.00      Total % Asphalt plus Fuel – 9.0%  
 (\$397.00 - \$387.00) x .090 = +0.900 per ton

Positive Price Adjustment number shall be added to original per ton Bid Price and shown separately. Negative Price Adjustment number shall be subtracted from original per ton Bid Price and shown separately.

Price adjustments allowed by this contract shall be calculated and applied to the original bid prices. There will not be price adjustments unless the change amounts to more than \$.10 per ton from original bid prices. In these instances a purchasing memorandum will not be issued and prices will revert to the original quoted price.

If at any time after January 1 of each year, the average posted price of asphalt cement at the aforementioned terminals increases or decreases by \$4.00 per ton or more over or under the last average F.O.B. posted price utilized by the State for adjustment purposes, the State normally publishes a special price adjustment which shall be effective eight (8) days subsequent to the date on which the change in the average F.O.B. posted price became effective.

All price adjustments will be computed by calculator to three decimal places, using the formula or allowances in use by OGS for that month.

Regardless of price adjustments allowed, at no time shall prices charged a County Contractor participant be higher than those offered commercial or governmental accounts for similar or lower quantities.

Should these provisions result in a price structure which becomes unworkable, detrimental or injurious to the County or in prices which are not truly reflective of market conditions or which are deemed by the Purchasing Agent to be unreasonable or excessive, and no adjustments in prices is mutually agreeable, the Purchasing Agent reserves the sole right upon ten days written notice mailed to the Contractor to terminate any contract resulting from this bid opening.

Any introduction or withdrawal of a temporary voluntary allowance, terminal operator's allowance, or other discount offered to the trade in general, from the posted price of asphalt cement at any of the above terminals will be considered, for purposes of price adjustment, as a change in the F.O.B. terminal price.

**Escalation Calculations shall be computed monthly by the vendor, and the Jefferson County Highway Department.**

**BID FORM**

**COMPANY NAME:** \_\_\_\_\_

**MICRO-SURFACING**

<u>AREA</u> per project or site	<u>PRICE PER TON</u>	
	Type 2	Type 3
Quantity to be placed less than 100 Tons	\$ _____	\$ _____
Quantity to be placed 101 - 300 Tons	\$ _____	\$ _____
Quantity to be placed 301 - 500 Tons	\$ _____	\$ _____
Quantity to be placed over 500 Tons	\$ _____	\$ _____
Abrading existing pavement markings	\$ _____ /linear foot	

**Attached Bid Checklist, Signature/Non-Collusive Page, and Iran Notice must be signed to complete the bid.**

**BID CHECKLIST**

The documents required to complete this bid are indicated below.

- (X) Insurance Certificates See Exhibit A, pages F-G
- (X) Iran Notice See Pages 6k – 6l
- \_\_\_\_\_ We have reviewed and have submitted the items required under the Mandatory Submission Requirements.
- \_\_\_\_\_ The Bid Page(s), Signature/Non-Collusive Page, and Iran Notice are completed and included.
- \_\_\_\_\_ Deviations are noted and explained.
- \_\_\_\_\_ Insurance Certificates are enclosed if required.

**WAIVER OF IMMUNITY/NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW**

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, 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 knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.
  - 3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where 1,2, and 3 above have not been complied with; provided, however, that in any case the bidder cannot make to foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where 1, 2, and 3 above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publications of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

- B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

**SIGNATURE PAGE ON REVERSE MUST BE SIGNED TO COMPLETE THE BID.**

**SIGNATURE PAGE**

The undersigned proposes to furnish products or services to specifications included in this bid document, at the price(s) set forth, as required to meet the County's needs. Any deviation to the specifications must be noted on the bid form and fully explained or the deviations will not be considered part of the bid.

Deviations: Yes \_\_\_\_\_ No \_\_\_\_\_

**By signing below I am certifying that I fully understand the complete requirements of the bid and agree to the non-collusive certification on the reverse of this page and additional documents as specified on the bid checklist. Bidder hereby acknowledges receipt of all addenda pertaining to this bid which are made part of the original bid specifications.**

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

\_\_\_\_\_ ADDRESS (Principal Office)

\_\_\_\_\_ CITY, STATE, ZIP CODE

\_\_\_\_\_ AREA CODE/TELEPHONE NUMBER

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

\_\_\_\_\_ AUTHORIZED SIGNATURE

\_\_\_\_\_ PRINTED NAME

\_\_\_\_\_ TITLE

\_\_\_\_\_ DATE

\_\_\_\_\_ ADDRESS (Local Office)

\_\_\_\_\_ CITY, STATE, ZIP CODE

\_\_\_\_\_ AREA CODE/TELEPHONE NUMBER

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

\_\_\_\_\_ E-MAIL ADDRESS

Check One: Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Individual \_\_\_\_\_

Incorporated under the laws of the State of \_\_\_\_\_

Federal Identification # \_\_\_\_\_

State if authorized to do business in the State of New York: Yes \_\_\_\_\_ No \_\_\_\_\_

Names/Addresses of Partners:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Iranian Energy Sector Divestment**

Contractor hereby represents that said Contractor is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor has not:

- a. Provided goods and services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- b. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

Any Contractor who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible Bidder pursuant to Section 103 of the New York State General Municipal Law.

Except as otherwise specifically provided herein, every Contractor submitting a bid in response to this Request for Bids must certify and affirm the following under penalties of perjury:

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

Jefferson County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

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

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The County of Jefferson has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Jefferson would be unable to obtain the goods or services for which the Bid is offered. Such a determination shall be made by the County in writing and shall be a public document.

Attachment  
Certification Pursuant to Section 103-g  
of the New York State  
General Municipal Law

- A. By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid 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 cannot make the foregoing certification set forth in Paragraph A above, the Bidder 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 whom the bid is made, or his designee, may award a bid, on a case by case basis under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
  2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods and services for which the contract is offered. Such a determination shall be made in writing and shall be a public document.

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Signature

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Title

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Date

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Company Name