

DETAILED SPECIFICATIONS

DESCRIPTION

The slurry seal surface shall consist of a mixture of emulsified asphalt, mineral aggregate, and water; properly proportioned, mixed and spread evenly on the surface as specified. The cured slurry shall have a homogeneous appearance, adhere firmly to the surface and have a skid resistant texture.

MATERIALS

1. **Asphalt Emulsion:** The emulsified asphalt shall conform to AASHTO specifications for dense mixing grade CQS-1h except that they shall be of the Quick Set Slurry Seal Emulsion Type, and in conformance with ISSA Technical Bulletin #140.
2. **Aggregate:** The mineral aggregate shall consist of 100% stone screenings, crushed gravel or slag. The aggregate shall be clean and free from vegetable matter and other deleterious substances. When tested by ASTM D2419, the aggregate blend shall have a sand equivalent of not less than 45. When tested according to AASHTO T 104, the aggregate shall show a Los Angeles Rattler loss of not more than 35%. When tested in accordance with ASTM D 2419, aggregate shall be nonplastic.

Mineral fillers or liquid retarding and accelerating agents shall be considered as part of the blended aggregate and shall be used in minimum required amounts. Mineral fillers shall only be use if needed to improve the workability of the mix or gradation of the aggregate and shall be graded sufficiently fine to effect complete dispersion through the mixture. The aggregate proposed for use in the work shall have a proven durability record for the conditions and traffic expected.

The combined mineral aggregate shall conform to the following dry gradation when tested by ASTM C 136:

<u>Sieve Size</u>	<u>Type II (Slurry Seal) Percent Passing (Dry)</u>	<u>Type III (Slurry Seal) Percent Passing (Dry)</u>
3/8	100	100
No. 4	90-100	70-90
No. 8	65-90	45-65
No. 16	45-70	30-50
No. 30	30-50	19-34
No. 50	18-30	12-25
No. 100	10-21	7-18
No. 200	5-15	4-12

Theoretical Asphalt Content, % extracted from dry sample:

Type II - 7.5% - 13.5% Type III - 6.5% - 12.0%

Application Rate,

Type II	lbs. / S.Y., dry	15-20
Type III	lbs. / S.Y., dry	20-35

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3. Water: All water used with the slurry mixture shall be potable and free from harmful soluble salts.
4. Aggregate Stockpiling: When stockpiling aggregate, the aggregate stockpile will not become contaminated with oversize materials or other contamination. Segregation of the aggregate will not be permitted.
5. Asphalt Emulsion Storage: The Contractor shall provide suitable storage facilities for the asphalt emulsion. The container shall be equipped to prevent water from entering the emulsion. Suitable heater shall be provided if necessary to prevent freezing.
6. Sampling: Samples of materials and of the finished slurry surface shall be furnished by the Contractor as directed by the Superintendent of Highways during progress of the work. Test reports may be requested from the Contractor as additional materials arrive.

DESIGN, CERTIFICATIONS, AND DEMONSTRATIONS

- a) PreConstruction 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.
- b) Prior to Construction: Sources of all materials shall be selected prior to the time the materials are required for use in the work. All materials shall be pre-tested in a qualified laboratory, as to their suitability for use in slurry. A job mix formula for the slurry mixture shall be prepared prior to construction. More specifically:
 - 1) The Contractor shall furnish to the Superintendent of Highways, prior to the start of work, a certified statement from the emulsion manufacturer giving analysis of the base asphalt used in the manufacture of the emulsion. The statement shall also certify that the material represented is a true Quick Set Emulsion, passing all above procedures.
 - 2) The Contractor shall furnish to the Superintendent of Highways, prior to the start of work, a certified testing data sheet from a qualified laboratory. The data sheet will show that their test methods and results on the emulsion and the aggregate, conform to the requirements of the specifications.
 - 3) The Contractor shall furnish to the Superintendent of Highways, prior to the start of work, a job mix formula for the slurry mixture. Acceptance of the formula by the Superintendent is solely for the purpose of quality control, and in no way releases the Contractor from his responsibilities.
 1. Sieve analysis of aggregate used.
 2. % of mineral filler
 3. % of water
 4. % of asphalt emulsion
 5. Unit weight of dry aggregate in lbs./cu. ft. loose and compacted
 6. Sample mixes should be evaluated by acceptable testing procedures as to their setting time, mixing characteristics, resistance to rain and abrasion. The results of the wet track abrasion should also be included in this report.
 7. Observed effects of moisture content on the specific weights of the test aggregate.
 8. Application rate of dry aggregate in lbs/S.Y.Acceptance of the mix formula by the Superintendent will precede any construction start-up.

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4) Upon request, the Contractor shall submit, along with the required written materials analysis and proposed Job Mix Formula, the following physical specimens:

- a. 5 kg. of the proposed aggregate selected
- b. 4 liters of the proposed emulsion selected
- c. 2 kg. of the filler selected, if applicable
- d. 3 series of consistency tests as 100, 85, and 70% BR and at 2-3, 4-5, and 6-7 cm. consistencies.
- e. 2 each of abraded Wet Track Abrasion Test specimens of 100, 85 and 70% BR.

Each specimen shall be indelibly identified with the date and source. The Superintendent of Highways may waive the design submittal provided the bidder has previously satisfactorily supplied a slurry with the same materials proposed for this work. The Contractor shall submit a list of completed projects and sources used to the Superintendent of Highways to request that the design requirement be waived. Untried materials may not be introduced into this work without complete analysis and design of a Job Mix Formula for each new material approved by the Superintendent of Highways.

c) During Construction

- 1) Contractor shall provide extraction tests by a qualified laboratory as required by the Engineer. At least one test per day or every 25,000 s.y. of work shall be performed and results documented. If asphalt content or other parameter is found to be out of specifications and not in conformance with job mix, immediate corrections shall be taken on remainder of work and all work already in place shall be evaluated for possible reapplication of slurry, at no additional cost to the Highway Department. The Superintendent of Highways shall also have authority to make equitable adjustment in units certified for payment for deficient work based upon test results. Test results are to be submitted to the Superintendent of Highways within one week after the sample is taken.
- 2) Additional samples of materials and of the finished slurry surface shall be furnished by the Contractor as directed by the Superintendent of Highways during progress of the work. Test reports may be requested from the Contractor by the Superintendent as additional materials arrive.

EQUIPMENT, TOOLS, AND MACHINES

The equipment, tools and machines needed in the performance of the work shall be provided by the Contractor, shall be subject to approval by the Superintendent of Highways, and shall be maintained in a satisfactory working condition at all times.

- a) Mixing and Applications Machines: The slurry mixing and application machine shall be a self-propelled continuous-flow unit capable of interlocking and accurately delivering a predetermined proportion of aggregate, water, and asphalt emulsion to the mixing chamber and of discharging the thoroughly mixed product on a continuous basis. No violent mixing shall be permitted. Each material function of the machine (fines, aggregate, emulsion and water) shall be accurately metered. The machine shall be automated with time delays so that all functions can be controlled by one switch.
- b) Fines Feeder: The slurry seal machine shall be equipped with a fines feeder that provides an accurate metering device or method to introduce a predetermined proportion of mineral filler into the mixer at the same time and location as the aggregate. The fines feeder shall be used whenever mineral filler is a part of the aggregate blend.

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- c) Fogging: The slurry seal machine shall be equipped with a water pressure system and fog-type spray bar adequate for complete fogging of the pavement surface with a maximum application of 0.05 gal/yd. The spray bar shall be so mounted on the mixing machine that fogging will immediately precede application of the slurry seal mix.
- d) Storage Capacity on Machine: Slurry mixing equipment shall have a minimum 8 cu. yd. hopper, 400 lb. cement hopper, with a 600 gal. emulsion tank and a 600 gal. water tank.
- e) Slurry Spreading Equipment: A variable-width mechanical type squeegees spreader box shall be attached to the slurry seal mixing machine. The spreader box shall have the ability to extend from nine feet to fourteen feet in width without stopping the slurry seal operation. The spreader box shall be equipped and maintained with flexible material in contact with the pavement surface to prevent loss of slurry from the spreader box on varying grades and crown. The spreader box shall be equipped for lateral distribution of the slurry mixture within the spreader box regardless of box width or superelevation of the pavement surface. The spreader box shall be kept clean, and build-up of asphalt and aggregate on either squeegee or spreader box shall not be permitted. Burlap drags or other drags shall be provided and shall be approved by the Engineer. The drag shall be cleaned or replaced as needed to prevent accumulations or crusts of slurry seal mix on the drag.
- f) Auxiliary Equipment: Hand squeegees, shovels, and other hand equipment shall be provided by the Contractor as necessary to perform work.

COMPOSITION AND APPLICATION OF SLURRY MIX

- a) Composition/Rate of Application: The amount of asphalt emulsion to be blended with the aggregate shall be that determined by the laboratory report provided by the Contractor, subject to final adjustment in the field, to allow absorption by the existing surface. The amount of water added must be controlled accurately to insure production of a readily spreadable, yet completely stable slurry. The slurry shall be a homogeneous mixture, sufficiently stable during the entire mixing spreading period that the emulsion does not break; that there is no segregation of the fines from the coarser aggregate and the liquid portion of the mix does not float to the surface. Total time of mixing, from introduction of emulsion to spreading, shall be two minutes or less. The rate of application per unit shall be minimum 15 lbs/sq. yd, to a maximum, 20 lbs/sq. yd for Type II and minimum 20 lbs/sq. yd, to a maximum 35 lbs/ sq. yd. for Type III. Mixtures shall be adjusted as required on grades of 8% or more.
- c) Application: Sufficient quantities of the slurry seal mixture shall be fed into the spreader box such that a uniform and complete coverage of the pavement is obtained. The slurry seal machine shall be operated at such a speed that amount of slurry in the spreader box shall remain essentially constant. The slurry mixture shall be of the desired consistency as it leaves the mixer and no additional elements shall be added. A sufficient amount of slurry shall be carried in all parts of the spreader at all time so that complete coverage is obtained. Lumping, balling, or unmixed aggregate shall not be permitted. Segregation of the emulsion and aggregate fines from the coarse aggregate will not be permitted. If the coarse aggregate settles to the bottom of the mix, the slurry will be removed from the pavement, and shall be replaced with a proper mix at no additional cost to the Department. Excessive breaking of the emulsion will not be allowed in the spreader box. No build-up of cured slurry seal mix shall be allowed to collect in spreader box. Streaks caused by oversized aggregate particles or build-up of slurry mix on squeegees shall not be left in the finished surface.

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- c) Joints: The longitudinal joint between adjacent lanes shall have no visible lap, pinholes, or uncovered areas. Thick spots caused by overlapping shall be smoothed immediately with hand squeegees before the emulsion breaks, so that a uniform surface is obtained which contains no breaks, or discontinuities.
- d) Hand Work: Approved squeegees shall be used to spread slurry in nonaccessible areas to the slurry mixer. Care should be exercised in leaving no unsightly appearance from hand work. Hand work will also be required on radii, along curb and gutter lines and around fixtures.
- e) Curing: Completed slurry seal shall be protected from traffic by barricades and markers for the period of time necessary for complete curing of material and longer when weather conditions and thickness of slurry seal require additional time for proper drying.
- f) Protection of Fixtures: Special care shall be taken around road fixtures, such as catch basins, manholes, water boxes, gas valves, etc., so as not to cover, or impair from operation. All structures, which may become marred by the slurry shall be marked prior to slurry application and cleaned immediately after application by sweeping, shoveling, wiping, etc., and all disturbances to the uncured surface caused by this activity shall be touched up by hand work. Utmost care shall be taken by the Contractor to keep asphalt materials off equipment, buildings, and other appurtenances. Buildings shall be covered when spraying adjacent to them. If noticeable amounts of the material should be deposited on building walls, etc., it shall be removed by the Contractor.
- g) Weather Limitations: No slurry shall be applied, 1) when there is any danger that the finished product will freeze before it cures completely; b) when the pavement or air temperature is 55 F or below and falling, but may be applied when both air and pavement temperatures are below 50F or above and rising; or c) in the period following a rain while puddles of water remain on the surface to be coated. Slurries that cure by evaporation should not be laid during period of abnormally high humidity (>85%), or when rain may fall within a few hours. However, in the event that the Contractor elects to proceed, it shall be the Contractor's responsibility to replace any failed slurry.
- h) Time: An anticipated schedule of slurry application listing streets to be slurried per day will be submitted to the Superintendent of Highways prior to commencement of operation, to be used strictly for general informational purposes of the Department.
- i) 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.
- j) Surface Preparation: The area to be surfaced shall be thoroughly cleaned of vegetation, loose aggregate and soil (particularly soil that is bound to the surface). Cracks in the surface shall be pre-treated with a crack sealer prior to application of slurry seal. Manholes, value boxes and other service entrances will be protected from the surfacing material.

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- k) 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.
- l) 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.

GUARANTEE

PERFORMANCE WARRANTY

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

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.

MEASUREMENT

Work prescribed by this item will be measured by the square yard surface area. Measurement and payment will be limited to the longitudinal length and width of which there is a definite texture present. The yard calculations will be based on dimensions determined from measurements of the area actually slurry sealed as authorized by written Purchase Order or Change Order.

PAYMENT

The work performed as prescribed by this item, measured as provided under MEASUREMENT will be paid for at the unit price bid per square yard for "Slurry Sealed Pavement Surface". The payment per square yard shall include aggregate, emulsion, equipment and necessary labor to complete the work as specified. The asphalt emulsion (CQS-1h or approved substitute) shall be eligible for Asphalt Price Adjustment as provided in Item 3, Liquid Asphalt Materials.

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BASE AVERAGE F.O.B. TERMINAL DATE: 11/1/2022

BASE AVERAGE F.O.B. TERMINAL PRICE: \$690.00 U.S. TON

PRICE ADJUSTMENTS

Price adjustments allowed will be based on the NYS OGS formula using the average of the F.O.B. 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 3rd 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 gallon of bituminous liquid material purchased from any award based on this specifications will be subject to adjustment based on the following formula:

$$\text{Price Adjustment (per gallon)} = \frac{\text{New Average FOB} - \text{Base Average FOB}}{\text{Terminal Price}} \times \frac{\text{Total Allowable Petroleum}}{235}$$

Price Adjustments:

Total % Asphalt plus Fuel:

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

Material Designation	Grade	%Asphalt	Petroleum Allowance	Total Allowable Petroleum
702-4601	CQS-1h	62%	0.2	62.2%

Example: Item 702-4601

Base Avg. Price - \$387.00 New Avg. Price - \$400.00 Total % Asphalt plus Fuel – 62.2%

$\frac{\$400.00 - \$387.00}{235} \times .622 = +\0.34 per gallon

235

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

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BID FORM

COMPANY NAME: _____

The undersigned, being experienced and responsible for performance of same, hereby agrees to apply ASPHALT EMULSION SLURRY SEAL materials on County Highways in accordance with the bid requirements.

Quantity: Square Yards

per Project or Site

TYPE II

TYPE III

5,000 - 10,000 sq yds

\$ _____/sq yd

\$ _____/sq yd

10,001 - 25,000 sq yds

\$ _____/sq yd

\$ _____/sq yd

25,001 - 50,000 sq yds

\$ _____/sq yd

\$ _____/sq yd

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 gj – gk

- _____ 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 and 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.

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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.

Signature

Title

Date

Company Name