

**Chemung County-City of Elmira Purchasing Department**

John H. Hazlett Building - 4<sup>th</sup> Floor  
203 Lake Street PO Box 588  
Elmira, NY 14901  
PH: 607-737-3577 FX: 607-737-2073

**NOTICE IS HEREBY GIVEN**, that sealed proposals are sought and requested by the County of Chemung for the performance of the following professional contract:

**RFP-1967 Chemung County Property Sale 416 Powell St**

The proposals will be received in the Chemung County-City of Elmira Purchasing Department, Room 403, Fourth Floor, John H. Hazlett Building, 203 Lake Street, Elmira, New York 14901, until **1:45 P.M. on June 20, 2017.**

**Please take note:**

The Purchasing Office is **not open** from 12:00 Noon to 1:00 P.M. daily.

The Purchasing Office receives one daily US Mail delivery **after 2:00 P.M.**

Any proposal received by the Purchasing Office **after 1:45 P.M. on the due date will not be considered.**

Bid proposals must be submitted in **duplicate** (one original and one exact copy)

Faxed or electronic proposals will not be considered

The County of Chemung reserves the right to accept or reject any and all bids submitted and to waive any informality.

The County of Chemung would like to receive a **10% deposit** upon bid selection, which will be refundable if the bid is not awarded by the Legislature, but which will not be refunded if the buyer does not complete the closing for no fault of the County.

Proposals must be made on and in accordance with the proposal documents and specifications for said contract. Proposal documents can be obtained from the County Purchasing Dept. between the hours of 9:00 A.M. to 12:00 Noon and 1:00 P.M. to 4:00 P.M. on or after June 6, 2017.

By:

Kyle M. Wieder

Deputy Purchasing Coordinator

Inserted in Star-Gazette: June 6, 2017

Inserted in the Corning Leader: June 6, 2017

## **INFORMATION FOR PROPOSERS**

### **SECTION 1 - CONDITIONS OF WORK**

**1.01 Receipt and Opening of Proposals:** The County of Chemung, New York (herein called the Owner) invites Proposals on the form attached hereto. Each proposer shall submit his/her proposal in a sealed envelope which shall bear thereon the following inscription:

**RFP-1967 Chemung County Property Sale 416 Powell St**

And either mail or deliver the same in person to the address specified in the Notice to Proposers. The outside of the proposal envelope must bear the name and address of the company submitting the proposal.

Included in the proposal (**one original and one exact copy**) shall be:

**Form for Submission of Proposal**

**All required submissions listed in Section 1.02**

**Non-Collusion Form**

**Waiver of Immunity**

**Iranian Energy Divestment Certification**

The original proposal document shall be **clearly marked "ORIGINAL"**. If any discrepancy exists between the original document and the copy, the original document **shall be binding**.

The Owner may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any or all proposals. Any proposal may be withdrawn prior to the scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified will not be considered. No proposal may be withdrawn within forty-five days after the proposal due date.

Proposals delivered prior to the day the proposals are due will be deemed received upon the day of the actual opening of the proposals and will be retained in the interim only as a courtesy to the Proposer.

**1.02 Specifications or Scope of Work:** See Section 1.02

**1.03 Taxes:** The County of Chemung is a municipal corporation and is exempt from all sales tax.

**1.04 Executory Clause:** It shall be understood by and between the parties that this agreement shall be deemed executory to the extent of the monies available to the County of Chemung for said purposes and no liability on account thereof shall be incurred by the County of Chemung beyond monies available for said purposes.

**1.05 Pertaining to General Municipal Law:** The vendor shall agree that Section 103-a and 103-b of the General Municipal Law relative to ground for cancellation of contract by municipal corporation, and disqualification to contract with municipal corporations, are made parts hereof as though fully set forth herein.

**1.06 Specification Discrepancy:** Should a discrepancy be found in, or omissions from the specifications, requirements for contract, or bid proposal form, or should the bidder be in doubt as to their meaning, they shall at once, no later than seven days prior to submission of Proposal, notify the Purchasing Director in writing who will send written Addenda to all bidders where necessary. The County of Chemung will not be responsible for any oral instructions.

**1.07 Non-waiver:** Any waiver of any breach of covenants herein contained to be kept and performed by contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

**1.08 Default:** Provided always, these entire agreements are upon this condition, that if vendor shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failure or neglect shall continue for a period of not less than 7 days after the County has notified vendor in writing of vendor's default hereunder and the vendor has failed to correct such default within said 7 days, or if vendor shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors, then in either of said cases or events, the County, or those having its estate in the premises, lawfully may, at its option, immediately or at any time thereafter without demand or notice, cancel the whole and expel vendor and those claiming by, through or under vendor, and remove vendor's and their effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used.

**1.09 Rejection or Acceptance of Bid:** The right is reserved by the County to waive any irregularities or informalities in any bid, to reject any or all bids, to re-advertise for bids if desired, and to accept the bid which, in the judgment of the County is deemed the most advantageous for the public and the County. Any bid which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection of the bid. In the event of default of the successful bidder, or his refusal to enter into a contract with the County, the County reserves the right to accept the bid of any other bidder without necessity of re-advertisement.

**1.10 Unauthorized Changes:** If this document is found to be altered in any way by a plan holder, it shall be cause for disqualification of the plan holder from any contract resulting from this solicitation and/or any future solicitation by Chemung County or the City of Elmira.

**1.11 Limitations to Liability:** Chemung County does not assume responsibility or liability for costs incurred by bidders responding to the bid or to any subsequent requests for interviews, additional data, etc.

**1.12 Equal Opportunity Employment:** Attention of Proposers is particularly called to the requirements for ensuring that employees and bidders for employment are not discriminated against because of their age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status, or military status.

**1.13 Compliance with Law:** The Bidder agrees to comply with and fulfill all laws, orders, ordinances, rules and requirements of Federal, State, City, County or other applicable governmental authority; all applicable OSHA and New York State Labor rules, regulations, and statutes.

**1.14 Assignment and Subletting:** The Contractor shall not assign, transfer, sublease, pledge, hypothecate, surrender, or otherwise encumber or dispose of this Contract or any estate created by this

Contract, or any interest in any portion of the same, or permit any other person or persons, company or corporation to perform, without the written consent of the County first being obtained.

**1.15 Iranian Energy Sector Divestment:**

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

- (a) Provided goods or 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.

2. Any Contractor/Proposer 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.

3. Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals 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)." Chemung County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

4. Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer 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/Proposal to any Bidder/Proposer who cannot make the 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/Proposer 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 Chemung 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 Chemung would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

**SECTION 1.02: RFP-1967 Chemung County Property Sale 416 Powell St**

**A. GENERAL CONDITIONS:**

**1. Intent:** The County of Chemung invites qualified bidders to submit proposals for the purchase of a piece of property located at 416 Powell St (99.11-4-22.1).

**2. Property Description:** Property is located within the City of Elmira jurisdiction and currently has a zoning classification of 00013 CC Commercial. The total size of the property is 248 feet x 152 feet.

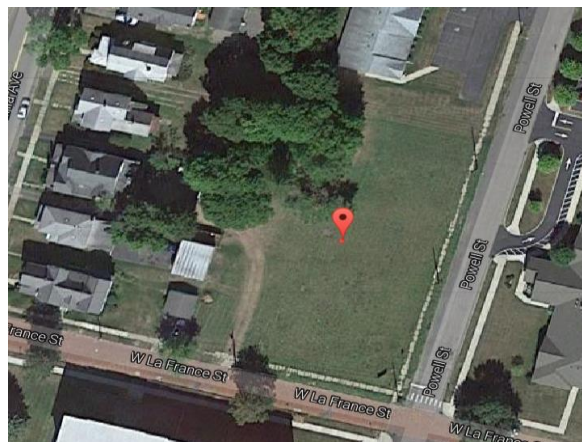
**3. Proposal Requirements:** All proposals are subject to the stipulations of this Request for Proposals. The minimum proposal price required is **forty thousand dollars (\$40,000)**. Bidder must provide proof of funds or financing with the proposal, sufficient to demonstrate an ability to pay the price in full within 60 days of bid opening. Please also note that we would like to receive a **10% deposit** upon bid selection, which will be refundable if the bid is not awarded by the Legislature, but which will not be refunded if the buyer does not complete the closing for no fault of the County.

**4. Proposal Costs:** Bidders shall provide a purchase price for the acquisition of the property that meets or exceeds all terms and conditions of this document.

**5. Selection of Proposal:** The County Attorney will review and evaluate all proposals based upon the information provided and provide recommendation to Legislature. Selection will be based on completeness and quality of responses to this solicitation.

**6. Closing Documents:** The County Attorney will prepare documents and statements necessary to close on the property at a mutually agreeable time upon acceptance of Chemung County Legislature.

**7. Bidder Questions:** Should a bidder be in doubt as to the meaning of any direction, specification, term or condition stated herein, he/she may make a written request for clarification to the Purchasing Director **via email at [purchasing@co.chemung.ny.us](mailto:purchasing@co.chemung.ny.us)**. The County is not responsible for any oral instructions and the bidder should not rely on any estimates or any representations made by the County, its agents, servants or employees with respect to the item to be supplied under the Bidding Documents; and agrees that he will not make against the County, its agents, servants, or employees, any claim based upon the lack of such information or the existence of such reliance.



**FORM FOR SUBMISSION OF PROPOSAL**

**TO THE COUNTY OF CHEMUNG:** The undersigned hereby declares that he/she has carefully examined all proposal and contract documents and all interpretations of any addenda to the Contract Documents issued by the County of Chemung and is satisfied as to all the quantities and conditions, and understands that in signing this Proposal he/she waives all rights to plead any misunderstanding regarding the same. Pursuant to and in compliance with the Proposal Documents, the Proposer hereby offers to furnish all equipment and whatever else is necessary or proper for, or incidental to, the completion of this Contract, as required by and in strict compliance with the applicable provisions of all contract documents, for the following proposal prices:

**RFP-1967 Chemung County Property Sale 416 Powell St**

Purchase Price in Figures: \_\_\_\_\_

Purchase Price in Words: \_\_\_\_\_

**If written notice of award** of this Bid is delivered to the undersigned, the undersigned will, **within five (5) calendar days after the date of such delivery, acknowledge and accept the award in writing to the County of Chemung.**

In the event that an addendum is issued, the undersigned hereby acknowledges the receipt of same and agrees that they are bound by all addenda, whether or not listed herein:

Addendum Number \_\_\_\_\_ Date of Addendum \_\_\_\_\_

\_\_\_\_\_  
Proposer or Authorized Representative

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

\_\_\_\_\_  
Address of Company

\_\_\_\_\_  
Phone and Fax Numbers of Company E-Mail

**NON-COLLUSIVE PROPOSAL CERTIFICATE PURSUANT TO 103d  
OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK**

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

(1) The prices in this proposal 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 proposer or with any competitor;

(2) Unless otherwise required by Law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and

(3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

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

The fact that a proposal (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being proposal, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

By submission of this proposal, the undersigned hereby affirms the truth of the foregoing certification under the penalties of perjury.

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Signature of Proposer

**WAIVER OF IMMUNITY PURSUANT TO 103a  
OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK**

The Consultant and/or Vendor and/or Supplier, pursuant to General Municipal Law, section 103a, hereby agrees to the provisions in the law which require that upon refusal of a person, when called before a Grand Jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a Public Authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a Waiver of Immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

(a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting proposals to or receiving awards from or entering into any contract with any municipal corporation or fire district or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this Law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

\_\_\_\_\_  
Authorized Signature for Proposer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(Corporate Seal, if any)  
(If no seal, write "No Seal"  
across this place and sign)



**IRANIAN ENERGY DIVESTMENT 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:
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/Proposer 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 or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

COUNTY OF CHEMUNG, NEW YORK

NOTICE OF AWARD

Issued to: Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

Company City/State/Zip \_\_\_\_\_

Proposal Number and Title RFP-1967 Chemung County Property Sale 416 Powell St

Proposal Due Date \_\_\_\_\_

Chemung County Legislature Resolution Number \_\_\_\_\_ Date \_\_\_\_\_

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**Chemung County** has considered and accepted your proposal submitted for the above entitled proposal, or a portion thereof as detailed on any attachment to this notice. You are required to execute the Agreement and furnish any required certificates of insurance within ten (10) business days from the date of this Notice. If you fail to execute said Agreement and to furnish said certificates within ten (10) business days from the date of this Notice, Chemung County will be entitled to consider all your rights arising out of the acceptance of your PROPOSAL as abandoned and shall be entitled to such other rights as may be granted by law. **You are required to return an acknowledged copy of this NOTICE OF AWARD within five (5) calendar days to:**

Chemung County Department of \_\_\_\_\_

Street

Address \_\_\_\_\_

Post Office Box \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

By: \_\_\_\_\_

Department Head Signature Typed Name/Title

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\*\*\*\*\*

**ACCEPTANCE OF NOTICE OF AWARD**

**NOTICE OF AWARD is hereby acknowledged and accepted.**

By: \_\_\_\_\_

Authorized Signature

Typed Name/Title

For: \_\_\_\_\_

Organization

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 2017.