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Demolition of Two (2) Land Bank Structures in Allegany County

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I. Directions for Bid Submission-

1. On envelope containing sealed bid:
   a. Print your company's name in upper left corner.
   b. In lower left corner print:
      Sealed Bid: January 11th, 2024 3pm.
      Demolition of 2 Land Bank Structures in Allegany County, N.Y.

2. The successful bidder shall be required to submit a performance bond or certified check in the amount of 100% of the bid price. The performance bond is due in the office of the Land Bank within 14 days of receipt of the award letter and will be returned upon completion and acceptance of the project.

3. Non-Collusive Bidding Statement shall accompany each bid.

4. Hold Harmless Agreement shall accompany each bid.

5. The successful bidder shall secure and maintain at his / her own expense insurance coverage as specified in "Appendix C: Insurance Requirements". Proof of required insurance coverage shall be provided to the Land Bank at least fourteen (14) calendar days prior to commencing work.

6. The Allegany County Land Bank Corporation will **receive** sealed bids until 3pm, January 11th, 2023. Bids will be **opened** at the Cross Roads Center Belmont, New York at 9am January 12th, 2024.

7. Bids received after the specified opening time (3pm) on January 11th will NOT be considered, and will be returned unopened.

Specifications may be obtained online at www.aclbc.org

9. To be considered formal, bids must be submitted on enclosed bid submission sheets.

10. All Proposals shall remain valid for 90 days after bid opening, unless hereinafter modified.

11. Allegany County Land Bank reserves the right to reject any or all bids and award the bid(s) it determines to be in the best interest of the Land Bank.

II. Project Description-

A. Demolition of Structures in Allegany County**:**
- **1.** 10 Spring St. Cuba, NY
- **2.** 7382 Co Rd 20 Friendship, NY

1. Allegany County Land Bank is seeking bid proposals from experienced and qualified demolition contractors to demolish and remove two (2) Land Bank owned structures at the above listed addresses. Demolition activities shall be at an expense to Allegany County Land Bank for demolition, removal and proper disposal of debris, and proper grading of the site.

2. The Demolition Contractor shall be responsible for the demolition, removal and proper disposal of the above referenced structure using tools, labor, vehicles, equipment and containers suitable for the project and to leave the site in a safe, clean, level, graded and compacted condition.

3. The structure was tested for the presence of asbestos and identified asbestos containing materials have been abated.

4. It is the responsibility of the bidder to inspect each site prior to submitting their bid. Arrangements for an accompanied site visit, if desired, may be made by calling the Allegany County Land Bank at 585-268- 7472, extension 7. Attention: Jason Isaman.

5. Entry into the structure is strictly prohibited until bids are awarded for safety, health, and liability reasons.

SCOPE OF WORK

The Contractor is responsible for all labor, materials, equipment, supplies, and incidentals as necessary and required to complete the work of outlined below.

a. The Contractor will provide the Land Bank with at least twenty-four (24) hours' notice prior to commencing the Work at each of the Property following approved pre submittal approval and written authorization to proceed.
b. The Contractor shall obtain, at its sole cost and expense, all permits, authorizations, approvals, and licenses necessary for the planning, performance, and completion of the Work in accordance with the requirements of the respective municipal agencies and other authorities having jurisdiction.
c. The Contractor shall comply with all federal, state, county, city, town and other applicable laws, ordinances, rules, and regulations and all orders and rules of any duly constituted authorities affecting the Property or bearing on the performance of the Work. This includes but is not limited to 12 NYCRR Part 56-11.5 and all applicable storm water regulations.
d. The Contractor will provide before and after time/date stamped photos of sidewalk and property.
e. The Contractor will contact Dig Safely NY at least forty-eight (48) hours prior to beginning any excavation at the Property.
f. The Contractor will confirm that all utilities are disconnected before commencing any Work.
g. The Contractor will arrange for a Village approved licensed plumber to properly cap off all sewer connections and protect, stabilize, and mark such connections before commencing any Work.
h. The Contractor will demolish all buildings, structures, and driveways on, in, or upon the Property.
i. The Contractor will provide the Land Bank with all bills of lading, dump tickets, waste manifests for all regulated waste, universal waste, hazardous and non-hazardous waste, and construction debris.

j. The Contractor will completely remove all construction materials and any contents of the demolished structures from the Property. The Contractor will arrange for transportation of the construction materials and any contents of the demolished structures to lawful disposal, storage locations, as necessary.
k. The Contractor will fill the foundation pit with appropriate materials. The foundation pit shall not be filled with debris. Any proposed fill must be approved in advance by the Land Bank. Fill cannot include organic materials that will decompose and settle. Fill cannot include construction debris other than clean non-asbestos containing/encapsulated/contaminated concrete or stone.
l. Foundation walls must be removed to three feet below grade. The Contractor must ensure that basement floors are broken up to allow for drainage.
m. The Contractor must contact the Land Bank for inspection and written approval before filling the foundation pit.
n. The remaining foundation pit shall be filled with approved material from a NYSDOT approved source not larger than 12 cubic inches up to two feet below grade. Clean dirt fill shall be placed above, any rocks contained can be no larger than four cubic inches.
o. The Contractor will finish grade the land on the Property so that there is no standing water on the Property or adverse drainage impacts to adjacent Property. The Contractor will add all required topsoil and will ensure that the Property is free of rocks and other items that would prevent grass growth. The Contractor must ensure that there is a minimum of 4" of clean topsoil free of any stones large enough to impede grass growth or that might damage or be thrown by a lawnmower covering the whole site.
p. The Contractor must contact the Land Bank for inspection and written approval before proceeding with manual seeding and/or hydroseeding.
q. Grading/Seeding must be completed within 30 days of pulling the demolition permit unless impossible due to inclement weather.
r. The Contractor will exercise caution so as to not to damage any pedestrian sidewalk. If a sidewalk is damaged, the Contractor must repair or replace the damaged portion in a timely manner and prior to the Completion Date. Contractor will provide before and after time/date stamped photos of sidewalk and property.
s. The Contractor must contact the Land Bank for a Final Inspection.

The Contractor must provide the following information including all submittals along with their Invoice for each property:

a. Verification of disconnecting and capping off sanitary sewer, water and any other similar service.
b. Written clearance from Dig Safe and/or any pertaining utility service providers,
c. Bills of Lading, Dump tickets and waste manifests for all regulated waste, universal waste, hazardous and non-hazardous waste, and construction debris.
d. Before and after photos of site,
e. Before and after photos of sidewalk, if applicable.

In addition, the Land Bank will not issue payment until Land Bank staff have completed a final inspection and approved of all Work required to be completed by the Contractor.

The CONTRACTOR, where applicable, must provide the following submittals:

1. Contractors Asbestos Handlers License.
2. Insurance Certificate(s) Actual Policies in accordance with the Contract for review by Owner's attorney. This information shall also be submitted for Sub Contractors prior to the start of their work.
3. Copies of EPA, DOL, and Building Occupant Asbestos Project Notices. Provide proof of transmission they are sent or delivered to the various Agencies or posted on the Building.
4. List of Sub Contractors and related insurance certificates and actual policies.
5. Asbestos Landfill Identification Number, Asbestos Liability Insurance Certificate and waste profiles.
6. NYSDEC approved Industrial waste haulers permit.
7. List of EPA accredited supervisors being used for this job.
8. Workers asbestos handling certificates, social security card or legal work permit copies, medical and fit test records.
9. Material Safety Data Sheets.
10. Asbestos Survey Report
11. Work Plans for each Work Area (WA) containing:
12. Assignment of a sequential ID# to a Work Area (i.e., WA-1) and legible description of Preps and of Work in a Work Area [including description of containment, of removal procedures, of waiting periods, of attached or remote Decons, etc., all in compliance with governing regulations and Variance(s).]
13. If/where applicable, calculations (per OSHA formula specified in Section 02 82 13) of total required Negative Air Pressure Units (NAPU) in a Work Area.
14. 8 %" x 11" small scale drawing(s) showing location and extent of Work Area with indication of proposed placement of required NAPU's and indication of locations of their exhausts, with locations of Personal & Waste Decons and of Dumpster and with Means of Egress (emergency escape route) from a Work Area to an exit discharges to the exterior of the Building/Site.
15. Temporary Electrical Power Plans (At a minimum, an 8 1/2 " x 11" drawing of Contractor's power board layout).
16. Clean Room Plans (A drawing showing layout and dimensions of the clean room).
17. Emergency Plans.
18. Hazard Communication Program.
19. Respiratory Protection Program
20. Contractor's Equipment List.
21. Detailed Project Schedule (corresponding to with dates indicated and coordinated with BID, BID DOCUMENTS, UTILITYS, PROJECT AIR SAMPLING FIRM, AND OWNER).
22. Abatement Schedule Project Schedule shall indicate a quantity of consecutive workdays for the following major elements (which consists of specific Work Phases as defined in Table 1 of item 56.2.1(w) of ICR-56) at each Work Area with start and end time shifts and assigned workforce for such major element, as applicable for:
23. Phase IIA - Preparation & Enclosure Construction.
24. Phase 118 -Abatement, Gross Removal, Initial Cleanup and Waste Removal from Work Area.
25. Phase IIC - Final Cleaning & Clearance Air Sampling or other method of Clearance determination per governing regulations. In the event of scheduling Work to be performed simultaneously in more than a single Work Area, provide additionally a graph indicating such overlap of work in multiple areas. Furthermore, provide the following summaries for the

Project, or for a specific Project's Phase (period of time) of the entire Project, as applicable:

26. Total quantity of scheduled workdays.
27. Quantity and time periods of shifts within respective workdays.
28. Total size of workforce.
29. Quantity of calendar days from completion of Phase IIC of last Work
30. Area to the "Phase 110 - Final Waste Removal from Jobsite".
31. Sequencing of Work by Work Areas by their ID#'s, i.e., proposed sequence of Work: WA-1, WA-3, WA-4, WA-2, etc., if applicable.
32. Demolition, Removal and Site Clearance Schedule and Coordination: Mobilization, Start, PM Visual Inspection/waiting period, PM Final Air Clearance sampling and Finish Demolition.
    a. Owner representative walkthrough inspection before backfilling of foundation, final grade, topsoil and Seed, fertilizer and cover.
33. Schedule of Values (mobilization, demo, disposal, fill/topsoil, seed & mulch) which matches the Detailed Project Schedule per site.
34. Project Drawings showing work plan.
35. Copies of any Variance Request prior to submission to The Department of Labor.
36. Fire Emergency Plan specific to Project and site.
37. Payment Requests/Payroll Certifications-
38. Contractor's Daily Logs & Log in Sheets
39. Contractor's Daily Inspection Form During Abatement
40. Worker Documents (in advance) for any new workers during the project.
41. Supervisor and Workers' Documents: Legible copies of valid documents of proposed individuals, arranged separately for each one person and in the following sequence: NYSDOL Asbestos Handling Certificates, Asbestos Training Certificate, Form DOH 2832, Certificate of Medical Examination Determinations, Certificate of Respirator Fit Test
42. Asbestos Disposal Documentation, including copies of asbestos container labels, certification of asbestos container testing requirement compliance, if applicable, and originally signed Waste Shipment Records bearing signature(s) of the Landfill agent(s) with receipts.
43. Demolished Site Clearing Submittal: Fill Material, Topsoil, Dig Safely Notifications and Responses, Utility Company Town Disconnect Statements, Seed and Fertilizer, Hydro Seed, Photographs - Pre-Existing Damages, Photographs - Utility Lines Plugged/Capped, Disposal Receipts and Manifests

The CONTRACTOR will provide:

a) Protections: Provide and maintain temporary barricades and other forms of protection as required to protect Owner's personnel and general public from injury due to demolition work. Provide and maintain protective measures as required to maintain free and safe passage of general public to and from occupied portions of other properties. Remove protections at completion of work.
b) Traffic: demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close, block, or otherwise obstruct streets, walks, or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
c) Before acceptance of the contractor's demolition and site work plan, all ground occupied and/or disturbed in connection with their work shall be removed and disposed of in accordance with all applicable regulations. The contractor shall remove and dispose of all objectionable conditions including but not limited to: Unused material, trash, partially buried residential waste, building materials, tanks, tires, appliances, construction debris, scrap, masonry, concrete, auto parts, under drain, tree, shrubbery, tank and any owner unapproved materials, etc.
d) The backfill must be guaranteed from the date of acceptance by the Owner against settlement greater than 6 inches in 20 feet measured continuously in any direction. Any settlement greater than this shall be corrected by adding run of bank gravel and compacting as required to bring the level back to grade. Areas regraded for settlement shall have topsoil and seed applied.
e) Care shall be taken to protect any adjoining buildings or properties from any damage which may be caused by the Work of Contractor. Should any damage result from his operations, Contractor shall make all necessary repairs at Contractor's expense.
f) Confirmation of all utility disconnections are the responsibility of the Contractor in accordance with their means and methods. Any additional costs and/or scheduling/weather issues associated with delays will be the responsibility of the Contractor.
g) No person shall demolish any building or structure without first causing a fence or barricade to be erected and maintained. Each such orange construction fence or barricade shall be adequate for safety, shall extend along the street line for the entire length of the building or structure facing on the street, with each end rerunning back to the building line, and shall be supported for its entire length.
h) All directed, shown areas and all disturbed areas shall be scarified, raked or tilled at a minimum depth of four feet (4.0") and free of large lumps of dirt, stones, larger than three (3) inches and other objectionable material which shall be removed from site. Fine grading (including shoveling and raking) shall be completed to remove depressions, ridges, dips or heavy equipment tracks on site. In addition to soil fill requirements listed, a four (4) inch layer of topsoil shall be applied to all directed, shown areas and all disturbed areas after fine grading. The Contractor shall contact the Owner to inspect the site on the final grade prior to seeding and mulching the site.
i) Prior to the application of seed, the Contractor shall verify all areas where compaction has occurred. The seedbed shall be loose and pliable for positive seed retention. Seeds shall be evenly distributed by any method of sowing that does not injure the seeds in the process of spreading. Mulch shall be spread immediately following application of seed. Mulch and seed shall not be placed simultaneously, except in the case of hydro seeding. Mulch shall be straw and hay and free of noxious weeds. Maintain seeded areas, sodded areas, and plant life immediately after placement until grass and plants are well established and exhibit vigorous growing condition.
j) Establish healthy stand of grass on all seeded areas. A satisfactory stand of grass, as determined by the OWNER, shall be required. A satisfactory stand of grass shall consist of a full, even vegetative legumes specified and show evidence of the specified fertilization. Inspection to determine if a satisfactory stand of grass has been produced shall be made prior to approval of final payment.

B. Special Conditions:

1. The successful bidder shall perform in accordance with all applicable Federal, State and Local Laws, rules and regulations. All statutory provisions applicable to this project are hereby incorporated by reference. The successful bidder is also responsible for obtaining all applicable permits and licenses and shall be solely responsible for paying any fines or penalties incurred during the performance of this project.

2. The successful bidder will cooperate with asbestos abatement process that is being performed on the properties. No demolition activities will begin until a Notice to Proceed and Asbestos Clearance is issued to the demolition contactor by the Allegany County Land Bank.

3. The structure is located in areas of high vehicle and pedestrian traffic. No Sunday or late evening work shall be permitted. Salvage and Demolition project schedules project shall be approved in advance by the Allegany County Land Bank Board of Directors.

4. The successful bidder shall be responsible for, and assume, all responsibility for all safety signage, barricades, locks etc. to secure the work site and structure(s) from entry by unauthorized persons or vehicles at the onset and duration of demolition activities.

C. General Conditions:

1. Insurance: The successful bidder shall secure and maintain at his / her own expense insurance coverage as specified in "Contractor Insurance Requirements", contained herein. The Bidder shall be provide a certificate of insurance naming Allegany County Land Bank Corporation and Housing Trust Fund Corporation as additional insured as well as stating that the Allegany County Land Bank Corporation be given thirty (30) days' notice prior to non-renewal of, or cancellation of, policies.

2. Non-Collusive Bidding Statement: The Contractor shall submit a signed and dated Non- Collusive Bidding Statement with its bid which is included in this bid document. Said certificate is mandated by Section 103-d of the General Municipal Law.

3. Hold Harmless Form: The contractor shall submit a signed and dated Hold Harmless Form with its bid which is included in this bid document. Successful bidder agrees to the fullest extent permitted by law, to indemnify, hold harmless and defend the Land Bank its agents, employees or any person against loss or expense, including attorney's fees, by reason of liability imposed by law upon the Land Bank, except in cases of the Land Bank's negligence, for damage because of bodily injury, including death at any time resulting therefrom sustained by any person or persons, or on account of damage to property arising out of, or in consequence of, the performance of this contract.

4. Assignment: The successful bidder shall not assign, transfer sublet or otherwise dispose of the contract, or its right title or interest, or its power to execute the same to any person or corporation without the previous consent, in writing, of the Allegany County Land Bank. An assignment of the contract shall not relieve the assignor of his obligations hereunder. In the event of assignments, all provisions herein shall be binding upon the inure to the benefit of the respective successors and assignees to the same extent as if each such successor or assignee were named as a party to the original contract.

5. Late Bids: Contractors shall bear sole responsibility for the delivery of their bid in a timely manner.

6. Governing Law: The terms of this contract shall be governed pursuant to the laws of New York State, Allegany County, and the municipality where the work is performed.

7. Reliance upon the U.S. Postal Service or other carriers is at the contractor's risk. Late bids will not be considered and shall be returned unopened.
8. The Allegany County Land Bank reserves as its right, the right to require clarification from the contractor for the purpose of assuring a full understanding of the contractor's responsiveness to the solicitation requirements.

9. The Allegany County Land Bank reserves as its right, the right to accept or reject any and all bids (or separable portions thereof), the right to waive irregularities and technicalities, and the right to request resubmittal of bids (re-bid).

10. Contractor's Failure to Comply: The contractor's failure to perform in compliance with the bid award shall result in withholding of payment. The payment shall be withheld until such times as the contractor fulfills its responsibilities. Compliance shall be determined by and to the satisfaction of the Allegany County Land Bank. Such action would not necessarily preclude further initiatives on the part of Allegany

County Land Bank to protect and preserve its interest.

11. Preparation of Bid Documents: Bids must be submitted on the forms provided in the bid documents and prepared in the following manner:
    a. All submissions shall be clearly written, legible, and completed using a permanent medium (e.g. ink, typewriter, laser printer, etc.) Illegible entries may be rejected.
    b. All forms requiring the contractor's signature shall be signed by the contractor or the contractor's authorized representative. Erasures and/or alterations shall be initialed by the individual whose signature appears on the bid forms.
    c. The contractor shall submit the bid in accordance with the bid documents and shall not make any changes in the wording of the bid forms or make any stipulations or qualify the bid in any manner.
    d. All bids shall be firm for a period of forty-five (45) days from the bid opening date; during which time the Land Bank shall render its decision.

12. Each vendor bears sole responsibility for acquisition of bid documents. Requests for bid documents to be forwarded are neither a guarantee nor an incurred obligation on the part of the Allegany County Land Bank to ensure vendors requested receipt of bid documents, timely or otherwise.

13. Receipt of these documents, unsolicited or otherwise, shall not be construed a predetermination of a vendor's qualifications to receive a contract award. Nor shall receipt of these documents be interpreted an endorsement that the vendor's equipment, materials, products, and/or services are in compliance with the bid specifications.

14. Examination, Interpretation, Correction of Bid Documents: Each vendor shall examine all bid documents and judge all matters relating to the adequacy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this bid solicitation shall be in writing and submitted to the Land Bank. The Land Bank shall not be responsible for oral interpretations given by any officer, representative or others. The issuance of written addendum/addenda is the only official method whereby clarification or additional information can be given.

III. Acknowledgment of Project Specifications-

THE UNDERSIGNED PROPOSES TO PROVIDE SAID SERVICES required by the Allegany County Land Bank as set forth in the enclosed request for proposal. The successful bidder shall be obligated to furnish said services at the price set forth in this bid.

Sufficient information must be submitted with your bid to allow the Allegany County Land Bank to determine if the product is acceptable and meets the needs of the Allegany County Land Bank. Final determination shall be made by the Land Bank.

Company Name_____

Address_____

City, State, Zip_____

Signature:_____ Printed Name:_____

Title:_____ Date:_____

Telephone number:_____ Fax number:_____

Email address:_____

IV. Bid Proposal Form-

Allegany County Land Bank Bid Proposal Form
For Demolition of Two (2) Structures

Location	Bid Price	Days to Complete
10 Spring St. Cuba	**$**_____	_____
7382 Co Rd 20 Friendship	**$**_____	_____

Company Name:_____

Address: _____

_____

Telephone No.:_____Fax No.: _____

Email Address: _____

Tax I.D. No.: _____

The undersigned having a principal place of business as indicated above, agrees to furnish the Allegany County Land Bank the services listed at the price herein stated, in accordance with the specifications and conditions annexed hereto.

Authorized signature: _____

Typed or Printed Name:_____

Title: _____

Date: _____

Subscribed and sworn to before me this

_____day of_____20__.

Appendix A: Non-Collusive Bidding Statement

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

1. The prices in this bid/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 bidder/proposer or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this package have not been knowingly disclosed by the bidder/proposer prior to the opening, directly or indirectly, to another bidder/proposer or o any competitor; and
3. No attempt has been made or will be made by the bidder proposer to induce any t other person partnership, or cooperation to submit or not to submit a bid/proposal for purpose of restricting competition.

_____
Name of Bidder/Proposer

_____
Address

_____
Signature

_____
Title

_____
Date

_____
FEIN

Appendix B: Hold Harmless Agreement

A "Hold Harmless Agreement" is required from each contractor engaged on the behalf of the Allegany County Land Bank. A separate agreement is required by subcontractors engaged in any portion of the contracted work.

A. Indemnification and Hold Harmless:

To the fullest extent permitted by law, _____ agrees at its own cost to defend, indemnify and hold harmless The Allegany County Land Bank Corporation, its officers, agents, representatives, managers, employees and affiliates from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable attorney fees and legal expenses and costs arising in whole or in part and in any manner from the acts, omissions, breach or default of any contractor or subcontractor. This agreement is continuous until terminated by either parity with written notice.

B. Insurance:

_____ hereby agrees that it will obtain and keep in force an insurance policy/policies to cover its liability hereunder and to defend and save harmless the Allegany County Land Bank , its officers, agents, representatives, managers, employees and affiliates and carry:

i. Commercial General Liability Insurance in amounts not less than $1,000,000 per occurrence/per location, $2,000,000 in annual aggregate, and $2,000,000 products/completed operations aggregate.
ii. Commercial Auto Insurance in amounts not less than $1,000,000
iii. Workers' Compensation and Disability Insurance in amounts complying with industry standards for the work being conducted and to the full statutory limits.
iv. Environmental Liability Insurance with a $1,000,000 limit to new construction projects or demolition.

The undersigned agrees to all of the conditions of this agreement and will furnish the Allegany County Land Bank Corporation certificates of insurance evidencing that the aforesaid insurance coverage is in force.

Authorized Signature: _____
Typed or Printed Name: _____
Title: _____
Date: _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Appendix C: Insurance Requirements

All Subcontractors must carry Commercial General Liability Insurance in amounts not less than $1,000,000 per occurrence/per location, $2,000,000 in the annual aggregate, and $2,000,000 products/completed operations aggregate.

All Subcontractors must carry Commercial Auto Insurance in amounts not less than $1,000,000

All Subcontractors must carry Workers' Compensation & Disability Insurance in amounts complying with industry standards for the type of work that the Subcontractor is conducting.

If the Subcontractor will be involved in any environmental remediation of any kind, the Subcontractor must have Environmental Pollution Liability Insurance with a $1,000,000 limit to new construction projects or demolition.

***ATTENTION*:**

Before submitting your bid/proposal please ensure you have the following documents with your sealed bid/proposal.

1. Signed W9 form
2. Insurance Certificate- with Allegany County Land Bank Corporation, Local Initiatives Support Corporation, and Fourth Sector Services named as additional insured.
3. Hold Harmless statement
4. Non-Collusive Bidding Statement