



**TOWN OF YORKTOWN**

**BID AND SPECIFICATIONS**

**LABORATORY SERVICES**

**FOR THE**

**YORKTOWN HEIGHTS**

**WATER POLLUTION CONTROL PLANT (WPC)**

**BID #19-1**

**Ilan Gilbert**  
**Town Supervisor**

**Michael Quinn**  
**Town Engineer**

**Edward Mahoney**  
**Assistant Superintendent**  
**Wastewater Treatment Plant**

**Dated: March 2019**

**INVITATION TO BID**

**LABORATORY SERVICES FOR THE  
YORKTOWN HEIGHTS WATER POLLUTION CONTROL PLANT – BID #19-1**

Sealed proposals will be received by the Town Clerk of the Town of Yorktown, Westchester County, New York, at the Town Hall, 363 Underhill Avenue, Yorktown Heights, New York, until 11:00 A.M., on Wednesday, April 17, 2019 for Laboratory Services for the Yorktown Heights Water Pollution Control Plant, Bid #19-1.

All completed proposals must be labeled “Bid: Laboratory Services for the Yorktown Heights Water Pollution Control Plant” and must be accompanied with an executed non-collusive bidding certificate.

Specifications may be obtained at the office of the Town Clerk at said Town Hall, Yorktown Heights, NY during regular office hours, on the Town’s website, [www.yorktownny.org](http://www.yorktownny.org) under “Bids and RFPs.” Or on [www.EmpireStateBidSystem.com](http://www.EmpireStateBidSystem.com).

The bidder assumes the risk of any delay in the mail or in the handling of mail by the employees of the Town of Yorktown. Whether sent by mail or means of personal delivery, the bidder assumes the responsibility for having bids in on the day, time, and place specified above.

The Town Board reserves the right to reject any or all bids and to accept that bid which it deems most favorable to the interests of the Town of Yorktown.

If mailed, sealed proposals must be addressed in care of the Town Clerk at the above address.

DIANA L. QUAST  
TOWN CLERK  
TOWN OF YORKTOWN  
CERTIFIED MUNICIPAL CLERK

Dated: March 2019

**TOWN OF YORKTOWN  
PROCUREMENT BID  
INSTRUCTIONS TO BIDDERS**

**NOTICE IS HERE GIVEN** that sealed bids will be received by the Town Clerk, Town of Yorktown, Westchester County, NY until **11:00 A.M. on Wednesday April 17, 2019** at Town Hall, 363 Underhill Avenue, Yorktown Heights, N.Y. 10598 for Laboratory Services for the Water Pollution control Plant. Copies of the Bid Documents will be available in the office of the Town of Yorktown Town Clerk located at 363 Underhill Avenue, Yorktown Heights, NY 10598. A completed Bid Proposal Form must be returned to the Town Clerk, 363 Underhill Avenue, Yorktown Heights, NY 10598, marked: **“Bid: Laboratory Services for the Yorktown Heights Water Pollution Control Plant, Bid #19-1.”**

The Bid Documents consists of the following documents:

1. **Instructions to Bidders**
2. **Part One** Bid Proposal Form
3. **Part Two** General Terms and Conditions of Bid
4. **Part Three** Specifications
5. **Part Four** Option To Extend Contract
6. **Non-Collusive Bidding Certificate**

A submitted bid will consist of:

1. one original completed **Bid Proposal Form**, signed on behalf of Bidder with information for all blanks supplied, and a detailed listing of any exceptions taken by Bidder; and
2. a signed Non-Collusive Bidding Certificate.
3. A signed Option to Extend Contract

**TOWN OF YORKTOWN - PROCUREMENT BID**

**PART ONE - BID PROPOSAL FORM**

The Town of Yorktown seeks bids from qualified parties to supply the following goods:

**Laboratory Services for the Yorktown Heights Water Pollution Control Plant – Bid #19-1**

BIDDER’S OFFICIAL CORPORATE NAME (required, if bidder is a corporation):

\_\_\_\_\_

BIDDER’S D/B/A NAME (if any) \_\_\_\_\_ ELAP Lab ID# \_\_\_\_\_

Parameter	Annual No. of Samples	Pay Unit	Unit Bid Price (\$)	Annual Amount Bid (\$)
<b>INFLUENT</b>				
BOD, carbonaceous, 5 day, 20C	52	Each		
CBOD	52	Each		
TSS	52	Each		

**EFFLUENT**

MF Fecal Coliform	52	Each		
BOD, carbonaceous, 5 day, 20C	52	Each		
CBOD	52	Each		
TSS	52	Each		
Total Phosphorus	52	Each		
Ammonia, NH3	52	Each		
Lead	12	Each		
Parameters	Annual No. of Samples	Pay Unit	Unit Bid Price (\$)	Annual Amount Bid (\$)
Copper	12	Each		
Zinc	12	Each		
Nickel	12	Each		
Iron	12	Each		
TKN, Total Kjeldahl Nitrogen	12	Each		
Chromium	12	Each		

**SLUDGE-Digester Effluent**

Arsenic	6	Each		
Cadmium	6	Each		
Chromium. total (as Cr)	6	Each		
Copper, total (as CU)	6	Each		
Lead	6	Each		
Mercury	6	Each		
Molybdenum, dry weight	6	Each		
Nickel	6	Each		
Selenium	6	Each		
Zinc	6	Each		
PCB's	6	Each		
Total Solids	6	Each		
Total Volatile Solids	6	Each		
Phosphorus, total (as P)	6	Each		
Total Potassium	6	Each		
Salmonella	6	Each		
TKN	6	Each		
Ammonia-N	6	Each		
Nitrate-N	6	Each		
Nitrite-N	6	Each		
<b>Parameter</b>	<b>Annual No. of Samples</b>	<b>Pay Unit</b>	<b>Unit Bid Price (\$)</b>	<b>Annual Amount Bid (\$)</b>
<b>SLUDGE-Digester Effluent Grab</b>				
Total Solids	12	Each		
Total Volatile Solids	12	Each		
pH	12	Each		

**TOTAL BID AMOUNT**

Dollar Amount: \$ \_\_\_\_\_

Amount in words: \_\_\_\_\_

**The contract term for this project shall be for a duration of two (2) years, commencing on or about 5/3/2019. Upon mutual consent of the Contractor and the Town, the contract may be extended for one additional term of two (2) years at the same price, terms and conditions as**

**stated herein.**

**The price(s) set forth above shall remain valid for two (2) years from the date of bid award.**

**Prices in the bid must cover all of bidder's costs. There shall be no additional charges to the Town for delivery, training, set-up, etc.**

Name of person authorized to submit bid for bidder:

\_\_\_\_\_

Signed: \_\_\_\_\_

[Signature of authorized person]

TITLE of authorized person: \_\_\_\_\_

BIDDER'S CORPORATE NAME:

\_\_\_\_\_

BIDDER CONTACT INFORMATION:

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_@\_\_\_\_\_

- END OF BID PROPOSAL FORM -

**TOWN OF YORKTOWN  
PROCUREMENT BID**

**PART TWO**

**General Terms and Conditions of Bid**

<u>Section Numbers</u>	<u>Heading</u>
Section 1.	Bid Proposal Form
Section 2.	Quality and Samples
Section 3.	Request for information and/or clarification of the Bid Documents
Section 4.	Non-Collusion
Section 5.	Late Bids
Section 6.	Bid Opening
Section 7.	Acceptance and Rejection
Section 8.	Appeal of Determination of Non-Responsiveness and Non-Responsibility
Section 9.	Award
Section 10.	Notice of Award
Section 11.	Delivery Point
Section 12.	Date of Delivery
Section 13.	Damages
Section 14.	Warranty/Guarantee
Section 15.	Purchase of Additional Quantities of Bid Items
Section 16.	Breach of Contract/termination
Section 17.	Assignment Prohibited\
Section 18.	Special Requirements

Section 1. **Bid Proposal Form**

- 1.1 Bidder shall complete the Bid Proposal Form by filling in the unit price and the total price in the appropriate designated spaces. Unit price and total price of each item bid shall be written legibly in ink, or typed. All bids shall be signed in ink. Any erasures or alterations shall be initialed in ink by the signer. The completed Bid Proposal Form shall be submitted, along with any documentation in support of the bid proposal if required by the Bid Documents, in a sealed envelope addressed as required in the Invitation to Bidders on or before the time and at the place so designated. Any Bid Proposal Form which has been materially altered in any way may render the bid nonresponsive and the bid rejected.
- 1.2 In the event of a discrepancy between the unit price and the total price of the Bid Proposal Form, the unit price will prevail. All prices must be quoted “per unit” quantity specified. All items not bid shall be indicated as “not bid” in the total price space. When bids are requested on a lump sum basis, bidder must bid on each item in the lump sum group. A bidder desiring to bid “no charge” on an item in a group must so indicate.
- 1.3 Failure to comply with the provisions of this section may be grounds for rejection of the bid proposal.
- 1.4 Correction or withdrawal of a bid because of an inadvertent, non-judgmental mistake in the Bid Proposal Form requires careful consideration to protect the integrity of the competitive bidding process, and to ensure fairness. If the mistake is attributable to an error in judgment, the Bid Proposal Form may not be corrected. Bid correction or withdrawal by reason of the non-judgmental mistake is permissible at the sole discretion of the Town Clerk, but only to the extent that it is not contrary to the interests of the Town or the fair treatment of other bidders.
- 1.5 By signing the Bid Proposal Form, the bidder certifies that:
  - i. the person whose signature appears below is legally empowered to bind the bidder;
  - ii. the bidder has read the complete Bid Documents and understands and agrees to all terms and conditions set forth in the Bid Documents;
  - iii. if accepted by the Town, the bid is guaranteed as written and will be implemented as stated;
  - iv. By submission of the 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.<sup>1</sup>

Section 2. **Quality and Samples**

- 2.1 All equipment, material and supplies bid upon must conform to the description and specifications set forth in the in the Bid Documents, or their reasonable equivalent.
- 2.2 References in the Bid Documents to type, style, brand or trade name, and catalog are intended to be descriptive only and not restrictive.

Section 3. **Request for information or interpretation and/or clarification of the Bid Documents**

- 3.1 Bidders shall have seven (7) business days prior to the bid opening date to notify the Town Clerk in writing of any errors or defects in the Bid Documents which would prevent bidder from providing a responsive bid.
- 3.2 No interpretation of the Bid Documents will be made to any bidder orally by any representative of the Town.
- 3.3 Any request for information or interpretation and/or clarification of the Bid Documents must be addressed in writing to Diana Quast, Yorktown Town Clerk, 363 Underhill Avenue, Yorktown Height, NY 10598, and be submitted not later than five (5) business days prior to the date fixed for the opening of bids.
- 3.4 Any written response to a request for information or interpretation and/or clarification of the Bid Documents shall be issued by Town Clerk and will be incorporated into and made part of the Bid Documents. The Town Clerk's decision shall be final and binding on all parties. Such Addenda will be mailed to all prospective bidders. The failure of any bidder to receive such Addenda will not relieve the bidder of any obligation to comply with the terms and conditions of the Addenda.
- 3.5 If any questions or responses require revision to the bid solicitation as originally published, such revision will be by formal amendment only. If the solicitation includes a contact person for technical information, bidders are cautioned that any oral or written representation made by this or any other person that materially changes or appear to materially changes any portion of the solicitation must not be

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<sup>1</sup> List found at <http://ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

relied upon unless subsequently ratified by a written amendment to this solicitation. For determination as to whether any such representation requires an amendment, contact the Town Clerk.

Section 4. **Non-Collusion**

- 4.1 Bidder shall certify that it has complied with all of the requirements stated in the non-collusive bidding certificate by signing the form included in the Bid Documents. Failure by bidder to complete and sign the non-collusive bidding certificate will constitute grounds for rejection of the bid.

Section 5. **Late Bids**

- 5.1 All bids received after the deadline date and time stated in the Instructions to Bidders will not be considered and will be returned to the bidder unopened. The bidder assumes the risk of any delay in the mail and the handling of the mail by the employees of the Town. Whether sent by mail or by means of personal delivery, the bidder assumes all responsibility for having the bid delivered on time and to the place specified above.

Section 6. **Bid Opening**

- 6.1 Sealed bids will be publicly opened on the date and time specified in the Instructions to Bidders. Bids may be read aloud to those persons present when practicable. Any bidder may request to review any submitted Bid Proposal Forms by arranging a mutually convenient time with the Town Clerk.
- 6.2 The prices stated in the Bid Proposal Form are irrevocable until the Notice of Award is issued, unless the bid is withdrawn only after the expiration of sixty (60) days from the bid opening and only in writing received by the Town Clerk and in advance of the issuance of the Notice of Award.

Section 7. **Acceptance or Rejection**

- 7.1 A responsive bid is one that complies with all material terms and conditions of the Bid Documents. .
- 7.2 If the lowest price bid or proposal is found non-responsive, a determination setting in detail and with specificity the reasons for such finding shall be issued by the Town

Clerk. A copy of such determination shall be mailed to the non-responsive bidder no later than two (2) business days after the determination is made.

- 7.3 The Town reserves the sole right to waive any informality that is a matter of form rather than substance without prejudice to other bidders and what is in the best interests of the Town. The Town's decision shall be final and binding.
- 7.4 A responsible bidder is one which has the capability in all respects to perform fully the contract requirements and the business integrity to justify the award of public tax dollars
- 7.5 Bidder must be fully qualified to deliver the goods specified in the Bid Documents. The Town reserves the right to request references from other parties for which bidder has provided similar goods.
- 7.6 The Town will consider the qualifications of all bidders. The Town may conduct such investigation as it deems necessary to assist in the evaluation of any bid and establish the responsibility, qualification and financial ability of the bidders to comply with the Bid Documents.
- 7.7 The Town reserves the right to reject the bid of any bidder which does not pass any such evaluation to the Town's satisfaction.
- 7.8 In evaluating a bidder's responsibility the Town may consider the following factors:
  - i. financial resources;
  - ii. technical qualifications;
  - iii. experience;
  - iv. organization, material, equipment, facilities, and personnel resources and expertise (or the ability to obtain them) necessary to carry out the work and to comply with required delivery or performance schedules, taking into consideration other business commitments;
  - v. a satisfactory record of performance;
  - vi. a satisfactory record of business integrity;

- vii. where the contract includes provisions for reimbursement of contractor costs, the existence of accounting and auditing procedures adequate to control property funds, or other assets, accurately delineate costs, and attribute them to their causes; and
  - viii. compliance with requirements for the utilization of small, minority-owned, and women-owned businesses as subcontractors.
- 7.9 Failure of a bidder to provide relevant information specifically requested by the Town may be grounds for a determination of non-responsive and/or non-responsible.

Section 8. **Appeal of Determination of Non-Responsiveness or Non-Responsible**

- 8.1 Any determination that a bid is non-responsive or a bidder is non-responsible may be appealed as set forth herein.
- 8.2 **Time Limit:** A bidder shall have five (5) business days from receipt of the determination of non-responsiveness or non-responsible to file an appeal with the Town Clerk. Receipt of notice by the bidder shall be deemed to be no later than five (5) business days from the date of mailing or upon delivery, if delivered. Filing of the appeal shall be accomplished by actual delivery of the appeal document to the Town Clerk. The bidder shall also send a copy of its appeal, for informational purposes, to the Town Attorney.
- 8.3 **Form and Content:** The appeal shall be in writing and shall briefly state all the facts or other basis upon which the bidder contests the finding of non-responsiveness or non-responsible. Supporting documentation, if any, shall be included.
- 8.4 **Stay of Award of Contract Pending.** Award of the contract shall be stayed pending the determination of the Town Clerk unless the Town Clerk makes a determination that proceeding with the award without delay is necessary to protect substantial Town's interests.
- 8.5 Where such a determination is made, the bidder shall be advised of this action in the determination of non-responsiveness or, if the stay is removed at any time after the bidder has been notified of determination of non-responsiveness or non-responsible, notification shall be provided to the bidder no later than two (2) business days after such determination is made. The Town Clerk shall consider the appeal, and may, in his or her sole discretion, meet with the bidder to discuss the merits of the appeal.

The Town Clerk shall make a prompt determination with respect to the merits of the appeal, a copy of which shall be sent to the bidder. The Town Clerk's determination shall be final.

Section 9. **Award**

- 9.1 Town reserves the right to make awards within sixty (60) days after the date of the bid opening, during which period bids may not be withdrawn.
- 9.2 Awards will be made to the responsible and responsive bidder submitting the lowest bid that fully complies with all the specifications stated in the bid document.
- 9.3 The Town may issue a Notice of Award based on either Lowest Responsible Bid or Best Value, in accordance with the 2012 amendments to General Municipal Law § 103, as implemented by Yorktown Town Code Chapter 78 entitled *Procurement for Goods and Services*.
- 9.4 Town reserves the right to reject all bids and to purchase any or all items on contracts awarded by agencies or departments of the State of New York or of the County of Westchester, if such items can be obtained on substantially the same terms, conditions, specifications, and at a lower price.

Section 10. **Notice of Award**

- 10.1 If the bid is awarded by Town, a written Notice of Award will be issued by the Town Clerk to the successful bidder. Such Notice of Award will constitute a binding enforceable contract between the successful bidder and the Town of Yorktown.
- 10.2 Upon receipt of the Notice of Award the successful bidder will be required to submit to the Town Clerk a completed W-9 form in addition to any other information or documents required by the Town. Failure to supply a completed W-9 form or such other information or documents required by the Town will invalidate the bid.

Section 11. **Delivery Point**

- 11.1 Deliveries shall be made in accordance with the specifications, and shall be made Monday through Friday from 8 a.m. to 2 p.m. unless otherwise stated in the Specifications, at the location set forth in the Specifications. F.O.B., except on national, state or local holidays when Town buildings are closed. Bidder shall be responsible to verify that the appropriate Town building for delivery is open prior to delivering items. All bid items shall be unloaded and placed within the particular Town building, at points of delivery, and in quantities, as directed by the Town. Any costs incurred by the Town or bidder due to the failure of bidder to comply with this

requirement will be the responsibility of bidder. Bidder should be prepared to furnish proof of delivery, if requested by Town.

11.2 If bidder is shipping bid items to Town using a third-party carrier (US Postal Service, UPS, FedEx), there shall be no additional shipping charge to the Town.

11.3 Delivery will not be complete until the good are inspected and accepted by the Town.

Section 12. **Date of Delivery**

12.1 Delivery of all bid items under this bid shall be made not later than the date specified in the bid document. If bidder cannot meet the delivery date specified in the bid document, bidder shall state on the bid form the proposed date of delivery and such date will considered when determining responsiveness in awarding the bid.

Section 13. **Damages**

13.1 Bidder shall be fully responsible for shipping and delivery of bid items in an undamaged condition. Bidder shall be fully responsible for performance of work in a satisfactory manner with satisfactory results in the discretion of the Town. Town will not consider the carrier responsible for damaged or delayed deliveries. Any bid item damaged or broken when delivered to Town shall be replaced immediately by bidder at no cost to the Town.

Section 14. **Warranty/Guarantee**

14.1 By submitting its bid, bidder is deemed to warrant and guarantee as follows:

14.2 All goods furnished in by the bidder are guaranteed against defects in workmanship and/or material for a period of one (1) year from the date of delivery to Town.

14.3 Any goods furnished must be standard, new, latest model of the regular stock product, as required by the specifications, with parts regularly used for the type of equipment offered.

14.4 No attachment or part will be substituted or applied contrary to manufacturer's recommended and standard practice. All regularly manufactured stock electrical items must bear the label of the Underwriters Laboratories, Inc. It is the responsibility of bidder to advise Town in the Bid Proposal Form if electrical equipment to be furnished hereunder does not have a U.L. label. Any equipment provided under the bid proposal which is or becomes defective during the guarantee period shall be replaced or redone by bidder, free of charge. All replacements shall

carry the same guarantee as the original equipment. Bidder shall make any such replacement promptly upon receiving written notice from Town.

Section 15. **Purchase of Additional Quantities of Bid Items**

15.1 Unless Town requests bidder to supply used goods or materials, Town may purchase additional quantities of the bid items from bidder at any time during the contract period, for the same price and under the same terms and conditions as set in the Bid Proposal Form.

Section 16. **Breach of Contract/Termination**

16.1 If bidder fails to deliver as ordered, or within the time specified, or within reasonable time as interpreted by Town, or fails to make replacement of rejected or defective goods, whether so requested immediately or as directed by Town, that shall constitute a breach of the contract, and Town may purchase goods from other sources to take the place of the goods rejected found defective or not delivered. Town reserves the right to authorize immediate purchase (within 24 hours) from other sources against rejections on any contract when necessary.

On all such purchases bidder agrees to reimburse Town promptly for excess costs occasioned by such purchases. Should the cost be less, bidder shall have no claim to the difference. Such purchases may be deducted from the outstanding invoices or claims, or charged back against future invoices. Without limiting the foregoing, Town reserves the right to terminate the Contract upon breach upon within ten (10) days of notice provided to bidder.

Section 17. **Assignment Prohibited**

17.1 Bidder shall not assign, transfer, convey, sublet, subcontract or otherwise dispose of the contract or its right, title, or interest therein, or its power to execute such contract, to any other person, or entity without the prior written consent of Town.

Section 18. **Special Requirements**

18.1 Special requirements for any bid may supersede and/or be added to any provision contained in the instructions noted above. These instructions are to be considered

an integral part of all bid proposals.

## PART THREE

### GENERAL SPECIFICATIONS

#### **Laboratory Services for the Yorktown Heights Water Pollution Control Plant – Bid #19-1**

The selected vendor shall pick-up samples, and be within a fifty (50) mile radius of the Town of Yorktown Water Pollution Control Plant, located at 2200 Greenwood Street, Yorktown Heights, NY 10598, when called beginning at the award of contract, which is anticipated to be in May 2019.

The successful bidder shall be expected to pick-up samples the day they are taken by Wasterwater Treatment Plant Operators from the location written at an agreed upon time between the hours of 7:00 AM and 3:00 PM, Monday through Friday.

The laboratory performing the analysis shall comply with all applicable analytical industry standards and shall be a NYSDOH approved laboratory. A copy of NYSDOH laboratory certification is to be included in this Bid Packet.

The laboratory performing the Analytical Services shall provide a report of analytical test results within (10) business days of obtaining samples from the Town of Yorktown.

The quantities stated in the Bid Sheet(s) are approximate. The Town of Yorktown retains the right to increase or decrease the amount without adjustment to, or renegotiation of, the bid price.

The Town of Yorktown is exempt from all Federal and State taxes. Federal and State taxes must not be included in the bid price.

Prices in the bid must cover all of bidder's costs. There shall be no additional charges to the Town for delivery, training, set-up, etc.

The contract term for this project shall be for a duration of two (2) years, commencing on or about 5/3/2019. Upon mutual consent of the Contractor and the Town, the contract may be extended for one additional term of two (2) years at the same price, terms and conditions as stated herein.

**PART FOUR**

**OPTION TO EXTEND THE TERM OF THE CONTRACT**

- A. Town shall have the unilateral option of extending this contract for one (1) additional period of two (2) years each upon the same terms and conditions as are contained in this contract at the time said options is exercised.
- B. Said option shall be exercised by written notification from Town not less than thirty (30) calendar days prior to the expiration of the contract.
- C. Bidders are cautioned that the exercise of the option is a Town prerogative, not a contractual right on the part of Bidder. If the Town exercises the option within the time frame prescribed herein, Bidder shall be contractually bound to perform the services for the option period.
- D. Town reserves the right to terminate this current contract or any subsequent extension upon ten (10) days notice to the Bidder in writing.

\_\_\_\_\_  
Bidder Signature

**NON-COLLUSIVE BIDDING CERTIFICATION**

This Non-Collusive Bidding Certificate is made pursuant to Section 103-d of the General Municipal Law of the State of New York.

By submission of this bid, Bidder and each person signing on behalf of 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 his or her knowledge and belief:

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;

Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by Bidder and will not knowingly be disclosed by Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

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 if in any case Bidder cannot make the foregoing certification, Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1) (2) and (3) above have not been complied with, the bid 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 bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

Dated: \_\_\_\_\_

Bidder: \_\_\_\_\_  
(Legal name of person, firm or corporation)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Please Print Name)

\_\_\_\_\_  
(Title)

State of New York )  
County of \_\_\_\_\_)ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2019 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
(Notary Public)