

TOWN OF YORKTOWN
PUBLIC WORKS CONTRACTS BID

INSTRUCTIONS TO BIDDERS

NOTICE IS HERE GIVEN that sealed bids will be received by the Town Clerk, Town of Yorktown, Yorktown, NY until 10:00 A.M. on Tuesday, September 12, 2023 at Town Hall, 363 Underhill Avenue, Yorktown Heights, N.Y. 10598 for Chevy Tahoe. 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, as well as the Town's website, www.yorktownny.org, or on BidNet Direct, www.bidnetdirect.com. A completed Bid Proposal Form must be returned to the Town Clerk, 363 Underhill Avenue, Yorktown Heights, NY 10598, marked: "Bid: Chevy Tahoe."

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. Executed Option to Extend the Contract
6. Non-Collusive Bidding Certificate

Wherever in the Bid Documents any section or paragraph is stamped "VOID", only the section(s) or paragraph(s) so stamped are void. All other sections(s) and paragraph(s) remain in full force and effect. 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;
2. Signed and notarized Non-Collusive Bidding Certificate.

Diana L. Quast, MMC, RMC
Town of Yorktown
Master Municipal Clerk

**TOWN OF YORKTOWN
PUBLIC WORKS CONTRACTS BID
PART ONE
BID PROPOSAL FORM**

The Town of Yorktown seeks bids from qualified parties:

Your Company Name: _____
Contact Name: _____
Contact Phone: _____
Contact Email: _____

Items Set Forth in Part III	COST:\$ _____
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The price(s) set forth above shall remain valid for sixty (60) days from the date of bid award. All of bidder's costs must be factored into and incorporated in the bid price above. 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. If the contractor must rent special equipment to perform the work, the contractor shall not bill additional fees for such rental costs.

Bidder represents that the rates set forth herein does not exceed its standard charge to all of its customers.

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
SERVICES AND PUBLIC WORKS CONTRACTS BID**

PART TWO

General Terms and Conditions of Bid

<u>Section Numbers</u>	<u>Heading</u>
Section 1.	Bid Proposal Form
Section 2.	Pre-Bid Site Inspection
Section 3.	Quality and Samples
Section 4.	Request for information and/or clarification of the Bid Documents
Section 5.	Non-Collusion
Section 6.	Late Bids
Section 7.	Bid Opening
Section 8.	Acceptance and Rejection
Section 9.	Appeal of Determination of Non-Responsiveness and Non-Responsibility
Section 10.	Award
Section 11.	Notice of Award
Section 12.	Performance And Payment Bond
Section 13.	Assignment Prohibited
Section 14.	Special Requirements
Section 15.	Purchase of Additional Quantities of Bid Items
Section 16.	Contractor's Subcontracts and Material Lists
Section 17.	Representative Always Present
Section 18.	Performance
Section 19.	Insurance Requirements
Section 20.	Indemnification

<u>Section Numbers</u>	<u>Heading</u>
Section 21.	Delivery Point
Section 22.	Date of Delivery
Section 23.	Damages
Section 24.	Warranty/Guarantee
Section 25.	Breach of Contract/Termination
Section 26.	Prevailing Wage Rates and Supplements
Section 27.	Estimates and Payments
Section 28.	Payments to Subcontractors and Materialmen by Contractor
Section 29.	Change in Contract Price
Section 30.	Proper Method of Work and Materials
Section 31.	Utilities and Service Lines
Section 32.	Protection, Existing Structures
Section 33.	Acceleration of the Work
Section 34.	Stopping Work
Section 35.	Change in the Contract Time
Section 36.	Disputed Work – Notice of Claims For Damages

Section 1. Bid Proposal Form

- 1.1** The 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. In the event of a discrepancy between the written bid amount and the numerical bid amount, the written amount will take precedence and be controlling as to the amount of the Bid. 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. Any 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.¹

- 1.6 The bidder understands and agrees that quantities shown on the Bid Proposal Form opposite items of the work for which unit prices have been requested are approximate estimated quantities, and that during the progress of the work the Town may find it advisable and shall have the right to omit portions of the work, and to increase or decrease the shown approximate estimated quantities, or the scope of the whole work; and that the Town reserves the right to add to or take from the total amount of the work up to a limit of thirty (30%) percent of the total amount of the contract based upon the executed contract price for all the specified work.
- 1.7 The bidder shall make no claim for anticipated profits or loss of profits, because of any difference between the quantities of the various classes of work actually done, or of the materials actually furnished, and the original specified scope of work and the shown approximate estimated quantities.
- 1.8 All prices bid include a sum sufficient for the preparation and submission of approved final “As-builts”, record drawings, guarantees, warranties, and operations and maintenance manuals.
- 1.9 All plans and other like records compiled by the contractor in completing the work under this contract shall become the property of the Town. The Contractor may retain copies of each such plan or record for its own use.
- 1.10 The contractor shall secure and pay for all necessary permits for the proper executing and completion of work.
- 1.11 The Town is exempt from all federal, state and local taxes.

Section 2. Intentionally Omitted

Section 3. Quality and Samples

- 3.1 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.
- 3.2 References in the Bid Documents to type, style, brand or trade name, and catalog are intended to be descriptive only and not restrictive.

Section 4. Request for information or interpretation and/or clarification of the Bid Documents

- 4.1 The bidder shall have seven (7) business days prior to the bid opening date to

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

notify the Town Clerk in writing of any errors or defects in the Bid Documents which would prevent the bidder from providing a responsive bid.

- 4.2 No interpretation of the Bid Documents will be made to any bidder orally by any representative of the Town.
- 4.3 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 no later than five (5) business days prior to the date fixed for the opening of bids.
- 4.4 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 and will be made available in the same manner and method as the Bid Documents. The Town Clerk's decision shall be final and binding on all parties. The failure of any bidder to receive such Addenda will not relieve the contractor of any obligation to comply with the terms and conditions of the Addenda.
- 4.5 The Bid Documents, including the drawings, Bid Documents, have been prepared with care and are intended to show as clearly as is practicable the work required to be done. The bidder must realize however, that construction details cannot always be accurately anticipated and that in executing the work, field conditions may require reasonable modifications in the details of the plans and quantities of work involved. Work under all items in the contract must be carried out to meet these field conditions to the satisfaction of the Town and in accordance with the Bid Documents. The bidder shall not take advantage of any apparent errors or omission in the Bid Documents. In the event the contractor discovers an error or omission in the Bid Documents, it shall immediately notify the Town. The Town will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bid Documents.
- 4.6 A bidder's failure to request a clarification, interpretation, etc. of any portion of the Bid Documents or to point out any inconsistency therein will preclude such bidder from thereafter claiming any ambiguity, inconsistency, or error which should have been discovered by a reasonably prudent bidder and from asserting any claim for damages arising directly or indirectly therefrom.

Section 5. Non-Collusion

- 5.1 The 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 the bidder to complete and sign the non-collusive bidding certificate will constitute grounds for rejection of the bid.

Section 6. Late Bids

- 6.1 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 7. Bid Opening

- 7.1 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.
- 7.2 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 8. Acceptance or Rejection

- 8.1 A responsive bid is one that complies with all material terms and conditions of the Bid Documents.
- 8.2 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.
- 8.3 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.
- 8.4 Any corporation not incorporated under the Laws of New York State, must furnish a copy of its certificate of authority, from the New York State Secretary of State, to do business in the State of New York, in accordance with Article 13 of the New York State Business Corporation Law.
- 8.5 The Town will consider the qualifications of all bidders and may conduct such investigation as it deems necessary to assist in the evaluation of any bid. The Town reserves the right to reject any bid if the evidence submitted by, or the investigation of such bidder fails to satisfy the Town, in the Town's sole discretion, that it is properly qualified to carry out the obligations of the contract and to complete the contemplated work. 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.

8.6 The Town reserves the right to require additional information as it deems appropriate concerning the history of any bidder's performance of prior contracts. The final determination of whether the bidder possesses the requisite experience rests in the sole discretion of the Town. 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 9. Appeal of Determination of Non-Responsiveness or Non-Responsible

- 9.1** Any determination that a bid is non-responsive or a bidder is non-responsible may be appealed as set forth herein.
- 9.2** 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.
- 9.3** 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.
- 9.4** 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. 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 10. Award

- 10.1** Town reserves the right to make an award within sixty (60) days after the date of the bid opening, during which period bids may not be withdrawn.
- 10.2** The Award will be made to the responsible and responsive bidder submitting the lowest bid that fully complies with all the specifications stated in the Bid documents.
- 10.3** 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 Town, if such items can be obtained on substantially the same terms, conditions, specifications, and at a lower price.

Section 11. Notice of Award

- 11.1** If the bid is awarded by Town, a written Notice of Award will be issued by the Town Clerk to the contractor. Such Notice of Award will constitute a binding enforceable contract between the contractor and the Town of Yorktown. These General Terms and Conditions shall be incorporated into the contract as material terms.
- 11.2** 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*.
- 11.3** Upon receipt of the Notice of Award the contractor 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 12. Intentionally Omitted

Section 13. Assignment Prohibited

- 13.1** The contractor shall not assign, transfer, convey or otherwise dispose of the contract or any part of it or any monies due and payable under the contract, without prior written approval of the Town. If such approvals are granted by the Town, they shall in no way relieve the contractor or from any obligations under the terms of the

contract.

Section 14. Special Requirements

14.1 Special requirements for any bid may supersede and/or be added to any provision contained in these General Terms and Conditions.

Section 15. Intentionally Omitted

Section 16. Intentionally Omitted

Section 17. Intentionally Omitted

Section 18. Performance

18.1 All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions and materials requirements, including tolerances, shown in the Bid Documents.

18.2 Plan dimensions and contract specification values are to be considered as the target value to be strived for and complied with as the design value from which any deviations are allowed. It is the intent of the specifications that the materials and workmanship shall be uniform in character and shall conform as nearly as realistically possible to the prescribed target value or to the middle portion of the tolerance range. The purpose of the tolerance range is to accommodate occasional minor variations from the median zone that are unavoidable for practical reasons. When a maximum or minimum value is specified, the production and processing of the material and the performance of the work shall be so controlled that material or work shall not be preponderantly of borderline quality or dimension.

18.3 Figured dimensions on the plans shall be given preference over scaled dimensions, but shall be checked by the contractor before starting construction. Information and data on the contract documents shall take precedence in the following order (1) Drawing; Details, Sections, Plans, Notes, General Notes, (2) Technical Specifications, (3) General Specifications. Any errors, omissions or discrepancies shall be brought to the attention of the Town whose decision thereon shall be final.

18.4 In the event that the Town determines that the materials or the finished product in which the materials used are not within reasonably close conformity with the Bid Documents but that reasonably acceptable work had been produced, the Town shall then make a determination if the work shall be accepted and remain in place. In this event, the Town will document the basis of acceptance by contract modification, subject to the approval of the Town Board, which will provide for an appropriate adjustment in the contract price for such work or materials as deems necessary.

- 18.5** In the event that the Town determines that the materials or the finished product in which the materials used are not within reasonably close conformity with the Bid Documents and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the contractor.
- 18.6** All traffic control devices (signs, signals, markings, and devices placed by the authority of a public body or official having jurisdiction for the purpose of regulating, warning or guiding traffic) shall be in conformity with the latest edition of the New York State Manual of Uniform Traffic Control Devices or other such standard as directed by the Town.
- 18.7** Time being of the essence, the contractor shall take notice that the timely completion of the work called for under the contract is of the greatest importance. The contractor shall commence its work within ten (10) days after "Notice of Award" has been given it by the Town (unless a definite starting date is otherwise stated). Prior to commencing its work, the contractor shall notify the Town, at least forty-eight (48) hours prior to the planned date of its "start".

Section 19. Intentionally Omitted

Section 20. Intentionally Omitted

Section 21. Delivery Point

- 21.1** Shipping of any products shall be FOB Destination. Delivery shall be at the location set forth in the Specifications 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. 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 Specific Specifications.
- 21.2** 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.
- 21.3** Delivery will not be complete until the good are inspected and accepted by the Town.

Section 22. Date of Delivery

- 22.1** Delivery of all materials included under this bid shall be made not later than the date specified in the Bid Documents or Project Schedule. If contractor cannot meet

the delivery date specified in Bid Documents or Project Schedule, contractor shall state on the bid form the proposed date of delivery and such date will be considered when determining responsiveness in awarding the bid.

Section 23. Damages

23.1 The contractor shall be fully responsible for shipping and delivery of materials specified in the Bid Documents or Project Schedule in an undamaged condition. 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 contractor at no cost to the Town.

Section 24. Intentionally Omitted

Section 25. Breach of Contract/Termination

25.1 If contractor 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 arrange to have the work performed from other sources to take the place of the work product found defective or not delivered. Without limiting the foregoing, Town reserves the right to terminate the contract upon breach within ten (10) days written notice provided to the contractor.

Section 26. Prevailing Wage Rates and Supplements

26.1 Wages to be Paid and Supplements to be Provided

- i.** The contractor shall, at its own cost and expense, comply with all provisions of the Labor Law (i.e. prevailing rate of wages and supplements), Lien Law, Workmen's Compensation Law and all other laws and ordinances affecting the contract or order, either Federal, State or local.

26.2 Records to be kept on Site

The contractor, subcontractors at any tier shall certify their payrolls and keep them on site and available, in addition to the following informative records:

- i.** Record of hours worked by each workman, laborer and mechanic on each day;
- ii.** Record of days worked each week by each workman, laborer and mechanic;
- iii.** Schedule of occupation or occupations at which each workman, laborer and mechanic on the project is employed during each work day and week;
- iv.** Schedule of hourly wage rates paid to each workman, laborer and mechanic for each occupation.
- v.** A statement or declaration signed by each workman, laborer and mechanic attesting that they have been provided with a written notice,

informing them of the prevailing wage rates and supplements requirement for the contract.

Section 27. Intentionally Omitted

PART THREE

GENERAL SPECIFICATIONS

“Bid: Building Maintenance Department Used Vehicle Purchase”

Chevrolet Tahoe: Equipped with Automatic Transmission, 4wd drive, 60,000 miles or less, 5- year bumper to bumper extended warranty, power windows, power locks, power mirrors, air conditioning, ABS, floor mats. **Vehicles must not be altered from its manufactured condition. Vehicle must be delivered.**

Color:

Exterior: Black, white, or silver

Interior: Any

Standard Features:

Any

Interior Features:

Climate: Air conditioning & heating

Comfort & Convenience: Remote Start

Entertainment Systems: Any AM/FM radio with minimum of 2 speakers

Seating: Any

Appearance: Good, clean condition; free from odor (animal, cigarette smoke, mold, etc.) The Town has the discretion to reject any vehicle that does not meet this standard

Windows & Glass: Rear window defroster

Power & Handling:

Handling: All wheel drive, traction control, electric power-assisted steering, four-wheel disc anti-lock brake system

Power: Automatic transmission

Wheels & Tires:

Any size wheels and tires. Tires must have appropriate tread in compliance with NYS safety inspection. Spare tire with appropriate tread, matching size of primary tires

Safety & Security:

Any factory safety and security features

Exterior Condition:

Vehicle shall not be classified as totaled, salvaged, or flood damaged. May not include non-original equipment manufacturer (OEM) parts unless specifically noted.

No body damage, rust, other than normal wear and tear (to be determined at the discretion of the Town of Yorktown).

Bidder must be able to present a Carfax vehicle history report at no cost to the Town of Yorktown.

Miscellaneous:

Vehicle must have a lien-free title and not be listed as totaled, salvaged, or flood damaged.

Vehicle must be in good running condition and must be able to pass a New York Safety inspection and must be able to be registered in New York State.

Must provide the vehicle identification number of each vehicle.

Must provide the vehicle maintenance and repair history of each vehicle.

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)
Town of _____)ss.:

On the ____ day of _____ in the year 2023 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)