

**TOWN OF YORKTOWN  
REQUEST FOR PROPOSALS  
ADVANCED LIFE SUPPORT SYSTEM**

**I. PURPOSE:**

- A. This request for proposals (“RFP”) is issued by the Town of Yorktown, New York (“Town”), which is seeking a qualified bidder to submit innovative proposals (“Proposal”) which meet all requirements of this RFP to provide the most efficient method of providing high quality advanced life support (“ALS”) services within the Advanced Life Support Tax District (“ALS Tax District”) at a reasonable cost.
- B. This is a performance based flat fee RFP, therefore the successful bidder (“ALS Provider”) must provide the ALS services, and equipment on a twenty-four (24) hour basis to be staffed and available as needed to meet the response standards set forth in this RFP.
- C. An implementation plan is being requested from each proposer as to how each proposer plans to start-up the service and provide for coordination and training of basic life support providers in assisting the paramedic.
- D. This will be a three (3) year agreement with a two (2) one (1) year options to renew at the discretion of the Town and ALS Tax District.
- E. The Commissioners of the ALS Tax District will have oversight authority for this agreement. They will monitor, control, review and audit such things as, but not limited to: (i) Complaints; (ii) Compliance Issues such as Response Time Performance; and (iii) Participation in the ALS Provider's Quality Assurance Program.
- F. Each proposer must review the RFP in its entirety and will be responsible for submitting a complete response to the RFP on the due date.

**II. GENERAL INSTRUCTIONS:**

- A. All Proposals must provide complete information and documentation as described in this RFP. One (1) copy of the Proposal must be submitted in a sealed envelope labeled “RFP: Advanced Life Support System” by 11:00 am on Monday, November 4, 2024 to the following address:

Town of Yorktown  
Attn: Diana Quast, Town Clerk  
363 Underhill Avenue  
Yorktown, New York 10598

- B. The Town will not accept any Proposals sent by telefacsimile transmission or email. Each Proposal must be received by the Town Clerk by the stated due date. The Town will not be responsible for any internal or external delivery days that may cause a delay in the timely submission of the Proposal.
- C. This RFP does not commit the Town to issue an agreement to any Proposer. The Town will not reimburse any expenses in connection with preparation of Proposals including and attendance at interviews.
- D. All Proposals will be presented to the Town Board and the Commissioners of the ALS Tax District, who may conduct interviews of proposers. The Town Board and the Commissioners of the ALS Tax District will select the Proposal that is deemed to be in the best interests of the Town and the ALS Tax District and will award the agreement accordingly.
- E. All Proposals shall be treated as confidential, unless otherwise required by law. The Town reserves the right to waive any technical non-conformance with the requirements of this RFP.
- F. The Town and the Commissioners of the ALS Tax District reserve the right to reject any and all Proposals, to request additional information or clarification from any and all Proposers. Questions or comments should be directed to Town Clerk Diana Quast at the above address.
- G. The Town reserves the right to award a three (3) year agreement with two (2) one (1) year options to renew at the discretion of the Town for the provision of advanced life support emergency medical services (“ALS Services”) beginning January 1, 2025.
- H. All Proposers shall furnish all necessary information and documentation properly responsive to this RFP. All Proposers must submit a detailed implementation plan that specifies the terms for delivery of scope of services set forth in this RFP.
- I. In the event a Proposer is requested to furnish additional information in order to properly evaluate the Proposal, such information shall be provided in an expeditious manner.
- J. Proposals may be withdrawn upon written request received by the Town Clerk prior to the time fixed for proposal opening. However, no Proposal may be withdrawn for a period of thirty (30) days after the date set herein for the receipt of Proposals.

- K. If the Proposal is submitted by an individual doing business as a sole proprietor, the Proposal shall so state. If made by a co-partnership, the full names and addresses of all members and the address of the co-partnership shall be given, and the Proposal shall be signed for all members by one member thereof. If the Proposal is made by a corporation, it shall be signed in the corporate name by an authorized officer. A duly executed acknowledgment and certificate of authority shall accompany all Proposals submitted. If the proposal is made by a joint venture, the full names and addresses of all members of the joint venture shall be given and the proposal shall be signed by each.
- L. The form of agreement to be entered into between the successful bidder (“ALS Provider”) and the Town shall be prepared by the Town Attorney, which may be terminated upon sixty (60) days written notice if it is deemed in the Town’s best interest.
- M. If the ALS Provider fails to perform any of the provisions of the agreement, and does not cure such failure within a period of ten (10) days after notification from the Town specifying such failure, then the Town may, at its option, immediately terminate the agreement and pursue any other remedy it may have to seek damages, judicial enforcement or other lawful remedy.

## **II. DESCRIPTION OF TOWN OF YORKTOWN EMS SYSTEM**

- A. The Town covers an area of 40 square miles and has a population of approximately 36,000 residents. Yorktown is mainly a bedroom community and most people commute to work. There are a limited number of larger businesses located within the Town, including IBM research facility, and a regional UPS facility. The Jefferson Valley Mall is also located in the town as well as 3 Urgent Care centers. There are 3 nursing homes and a large senior citizen-oriented community within the Town.
- B. There are two (2) existing agencies within the Town providing ambulance service: the Yorktown Volunteer Ambulance Corps (“YVAC”), and the Mohegan Volunteer Fire Association Volunteer Ambulance Corp (“MVFA VAC”). Both of these providers have three (3) New York State Certified Basic Life Support Ambulances (total of 6) equipped with Semi-Automatic Defibrillators. The response areas of YVAC or MVFA VAC are based upon the Fire District Boundaries. YVAC responds to all calls within the Yorktown Heights Fire District (“YHFD”), and MVFA VAC responds to all calls within the Lake Mohegan Fire District (“LMFD”), which also consists of a portion of the Town of Cortlandt. The LMFD also responds with a Career Fire fighter as a first responder (“EMT-D”). In addition, the Yorktown Police Department (“YPD”) usually dispatches a Police Officer as a first responder with either YVAC and MVFA VAC. LMFD and

YPD are also equipped with a Semi-Automatic Defibrillator on their first responder units.

- C. For 2023 there were a total of 2,957 paramedic responses in the Town.
- D. The ALS Tax District was established to provide funding and ALS Service for those patients that require ALS Service in the Town, and to work in conjunction with the existing Basic Life Support (“BLS”) providers to assure a high level of EMS service in the Town. The ALS Provider will start on January 1, 2025 for a period of three (3) years and with two (2) one (1) year options to renew at the discretion of the Town.

### **III. SCOPE OF SERVICES**

- A. The ALS Provider must be an existing New York State licensed and Regional Medical Advisory Committee (“MAC”) certified to provide ALS Services in Westchester County. The ALS Provider shall also supply to its employees the proper uniform per the agency..
- B. To be eligible to provide the ALS Service, the ALS Provider shall have and maintain an ambulance service certificate from the New York State Department of Health in accordance with Article 30 of the Public Health Law and be certified to operate an ALS Service by the Regional MAC in the Town.
- C. The ALS Provider must meet all applicable Federal, County, State, and local laws, rules, ordinances and regulations, as may be amended, regarding ALS Services.
- D. The ALS Provider shall notify the ALS Tax District of the receipt of any complaint or claim resulting from its performance under the agreement. Such notice shall be made in writing within ten (10) days after receipt of the complaint or claim and shall include an explanation or response to the complaint or claim. The ALS Provider shall respond to any complaints received by the District resulting from the performance under the agreement. Such response shall be made in writing within ten (10) days after receipt from the District of notice of the complaint.
- E. The ALS Provider must be prepared to provide Paramedics and a (2) Flycar(s) equipped with cabinetry to safely secure equipment for each with three (3) full complements of equipment, as required by NYS certification and the Regional MAC. The Paramedic(s) and Flycar(s) will be stationed at YVAC and another location TBD. The ALS Provider will also be required to provide two (2) Paramedic for twelve (12) hours daily (8P.M. to 8 A.M.) and two (2) Paramedics for

twelve (12) hours daily (8A.M. to 8P.M.) with a two Flycar(s) vehicle, and 3 (three) full sets of equipment in each Flycar. Costs will be provided by each Flycar.

- F. Response time for any ALS support vehicle call shall be as prompt as possible consistent with weather conditions, traffic, etc. The response time shall be subject to continual review by the ALS Tax District. The ALS Tax District will provide a garage(s) for the ALS vehicle(s) so as to enable such vehicle to respond promptly. It is the intention of the ALS Tax District that the ALS response vehicle remain at the host site, unless responding to a call.
- G. At a minimum, the ALS Provider shall supply a Life Pack 12 or comparable cardiac monitor, defibrillator with provision for pulse oximetry, CO monitoring, CO2 monitoring, CO2 capnography, Wi-Fi 12 lead transmission, Video Laryngoscope, EZ I/O, and automatic blood pressure monitoring is required in addition to other ALS equipment. Title to said equipment shall remain vested in the ALS Provider, and, except as specifically set forth herein, the District shall have no right, title, or interest in said equipment.
- H. Paramedics will be dispatched to all medical emergencies and personal injury auto accidents within the Town regardless of which BLS Ambulance service is dispatched. If the call is BLS, the Paramedic will become available. If the call requires ALS Service, the Paramedic will transfer his/her equipment to the BLS ambulance and accompany the patient to the hospital while rendering ALS Services. The Paramedic may also act as the EMT on BLS calls where the Ambulance Corp has an ambulance and driver available, but not an EMT and a mutual aid ambulance is not immediately available.
- I. It is anticipated that dispatch of the ALS Service will be by YPD directly or through Westchester County Department of Emergency Services (“WCDES”) (60 Control). Telephone dispatch communications are expected to be provided at the ALS service host site by YVAC. The ALS Support Paramedic(s) should have at least one (1) portable radio which operates on Westchester County EMS frequencies and YVAC and MVFA VAC frequency. The radio will be taken from the vehicle when the paramedic goes to the aid of a patient.
- J. The ALS Provider shall equip its ALS flycar(s) with GPS as well as VHF and UHF mobile radios with a mobile repeater set up to operate on the Westchester County EMS frequencies as well as the YVAC and MVFA VAC dispatch, and Westchester County

Fire frequencies to permit communications with all local BLS ambulance and police agencies.

- K. The ALS Provider shall be responsible for the provision of vehicles necessary to deliver the required service. The ALS Provider shall provide a back-up vehicle whenever the primary vehicle is out of service, and provide such vehicle within a reasonable amount of time. Vehicles that may be used for the service should be four-wheel drive sport utility type vehicles which meet all New York State Department of Health certification requirements and equipped to comply with Part 800 of Article 30. All vehicles will be subject to New York State Department of Health inspections.
- L. All vehicles utilized by the ALS Provider for this agreement must be new, full sized, four-wheel drive sport utility vehicles approved by the ALS Tax District and purchased for this contract. The ALS Provider will be required to provide the following standard vehicle and equipment and requirements a follows (i) be in excellent mechanical condition be properly maintained and kept in clean and sanitary condition (including OSHA protective garments) according to infection control procedures; (ii) be in compliance with requirements of the New York State Department of Motor Vehicles; (iii) be certified in compliance with New York State EMS Code (Part 800); (iv) be equipped with seat belts and other safety equipment as prescribed in New York State EMS Code (Part 800); (v) be equipped with Westchester County radio system, , UHF radio, VHF radio, cellular telemetry and a global positioning system; (vi) provide adequate storage space for supplies, and equipment; (vii) be marked or painted determined by the ALS Tax District and will include identification such as: "*YORKTOWN ADVANCED LIFE SUPPORT*".
- M. The ALS Provider shall provide necessary training and coordinate its actions with the existing BLS in the ALS Tax District to ensure the effective provision of complete ALS Services through transportation to appropriate hospitals.
- N. The Town specifically makes no guarantees concerning the number of emergency calls and patients treated throughout the term of the contract. The Town has made every effort to provide accurate data and information but does not guarantee the accuracy of any data included in this RFP.
- O. The ALS Provider shall be paid on a monthly basis, pursuant to the ALS Tax District's voucher system rules and regulations. A voucher may be submitted near the end of a month, so that the ALS Provider may be paid for services rendered as early as possible.

The ALS Tax District is exempt from paying all federal, state and local taxes in connection with the agreement and said taxes shall not be included in the Proposal price offer. The ALS Tax District will provide necessary tax-exempt certificates to the ALS Provider upon demand.

- P. The ALS Provider shall provide, when requested, detailed operating and financial information. This information will be required so that the ALS Tax District can submit any required state and federal reports. Reports shall include (i) monthly call reports which shall provide a detailed account of every emergency medical services response made for the ALS Tax District; (ii) monthly time reports which shall reflect response times by providing a summary reflecting actual response times for each period covered; (iii) A full annual financial report certified as accurate and correct; (iv) copies of all ALS PCR's to YVAC and MVFA VAC and their designated billing agency for the purpose of patient billing by the VACs on behalf of the ALS Tax District. Such records shall be available for inspection by the ALS Tax District upon its request, subject to the provisions concerning patient confidentiality prescribed in Section 800.15 of the NYS Emergency Medical Services Code.
- Q. The ALS Provider shall also make available for inspection by the ALS Tax District, the annual financial statements of the company, prepared in accordance with generally accepted accounting principles, and certified by the preparer as being accurate and correct, also shall be available for inspection by the ALS Tax District within ninety (90) calendar days of the end of the fiscal year.
- R. The ALS Provider shall meet with representatives of the ALS Tax District as requested by the ALS Tax District to discuss the reports and such other matters as may be relevant to the provision of service under the agreement. Such meetings shall occur quarterly or more frequently as may be requested by either the ALS Tax District or the ALS Provider.
- S. The ALS Provider shall, upon request of the ALS Tax District, permit inspections of all premises, equipment and supplies used to provide service under the agreement. No notice shall be required for vehicle on-road inspections to be conducted by the ALS Tax District. However, no inspections will compromise appropriate patient care. The ALS Provider shall instruct its employees to permit duly authorized employees or representatives of the ALS Tax District to have right of entry on vehicles upon showing proper identification.

- T. The ALS Provider shall not sell, assign, mortgage or transfer any interest in this agreement without obtaining the prior written consent of the ALS Tax District, it being the intention and purpose of the ALS Tax District to grant this agreement solely and exclusively to the ALS Provider. The ALS Tax District shall not be obligated to give its consent. Any attempt by the ALS Provider to make such assignment or delegation shall give the ALS Tax District the right to terminate the agreement with no further obligation to the ALS Provider or anyone to whom the ALS Provider has attempted to assign, transfer or delegate rights or obligations under the agreement. In emergency circumstances, the ALS Provider at its own expense, may call other "qualified" providers to assist when necessary in the fulfillment of this contract, subject to a review by the Commissioners of the ALS District.
- U. During the performance of this agreement, the ALS Provider agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap or veteran status. The ALS Provider shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, handicap or veteran status. Such action shall include, but not be limited to the following: employment, up grading, demotion or termination; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The ALS Provider agrees to include, or require, the inclusion of the above provision, in any subcontract made pursuant to its agreement with the Town and ALS Tax District.
- V. The ALS Provider shall be in compliance with all applicable local, State and Federal laws and rules and regulations including but not limited to Occupational Safety and Health Act ("OSHA") of 1970 and the American Disabilities Act ("ADA") of 1990.
- W. To guarantee the performance of all services required by the agreement, and for the payment of all personnel performing labor in connection with the agreement, the ALS Provider shall provide to the Town and the ALS Tax District a performance bond or irrevocable letter of credit from one or more financial institutions in the total amount of one hundred thousand dollars (\$100,000). The proceeds of the performance bond or letter of credit shall be made available to the Town and the ALS Tax District if and when the Town and the ALS Tax District demonstrates that the ALS Provider has failed to perform any of the services required by the agreement or has failed to make payment for all persons performing labor in connection with this agreement. Any bond or



irrevocable letter of credit shall be with sureties satisfactory to the Town and the ALS Tax District. If at any time any of the sureties shall be or become unsatisfactory to the Town or the ALS Tax District, the ALS Provider shall, upon ten (10) days written notice from the Town and the ALS Tax District, furnish a new and additional bond or irrevocable letter of credit in place of the one having become insufficient with such sureties as shall be satisfactory to the district.

- X. The District reserves the right to require additional training for the ALS Provider's Paramedics. This additional training shall be any that is necessary to maintain Certification due to applicable State or Federal requirements or guidelines.
- Y. The ALS Provider shall maintain the following insurance and comply with the following conditions of this RFP which will become material terms of the agreement:
  - (i) Automobile Fleet Liability Insurance providing for \$3,000,000 combined single limit coverage for bodily injury and property damage, with no annual aggregate. This insurance shall indicate on the Certificate of Insurance that all owned, hired and non-owned vehicles used by the ALS Provider are covered.
  - (ii) The ALS Provider must be in compliance with all applicable State Workers Compensation Laws and Disability Benefits Provision and present the Certificate of Insurance to the Town and the ALS Tax District prior to the execution of the agreement.
  - (iii) Comprehensive General Liability Insurance providing for \$3,000,000 combined single limit coverage for bodily injury and property damage, with no annual aggregate. This insurance shall indicate on the Certificate of Insurance the following coverage:
    - a. Premises and Operations
    - b. Independent Contractors and Sub-Contractors
    - c. Broad Form Blanket Contractual.
  - (iv) Professional Liability Insurance of not less than \$1,000,000 per claim and \$3,000,000 in the aggregate shall be provided per professional employed by the Proposer.

- (v) All insurance shall be issued by or purchased from an insurer, licensed and admitted by the State of New York.
- (vi) The Town and the ALS Tax District shall be named as an additional named insured in all policies for the insurance prescribed above. None of these policies shall contain any exclusions for municipal operations, personnel or property.
- (vii) The District shall be provided with thirty (30) days' notice of all changes in insurance.
- (viii) The ALS Provider agrees to defend, indemnify and hold the ALS Tax District, its Commissioners, the Town, MVFA VAC, LMFD, YPD, YVAC and their respective officials, officers, employees, members, representatives and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with (or arising directly or indirectly out of) errors and/or omissions and/or negligent acts by the ALS Provider (including its employees and agents) in the performance of the agreement.
- (ix) From time to time, other additional insurance coverage may be required by the Town or the ALS Tax District based on specific needs. If at any time, any of the said policies shall be or become unsatisfactory to the Town or the ALS Tax District, as to form or substance, the ALS Provider shall promptly obtain a new policy, submit the same with the required Certificate of Insurance to the Town Attorney for approval. Upon failure of the ALS Provider to furnish, deliver and maintain such insurance as above provided, the agreement, at the election of the Town and the ALS Tax District, may be forthwith declared suspended, discontinued or terminated.
- (x) In the event that claims in excess of the above policy limits are filed by reason of any operations under the agreement, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the ALS Provider until such time as the ALS Provider shall

furnish such additional insurance coverage or security covering such claims as may be determined by the District.

- (xi) Nothing provided in this RFP shall be construed or implied to create an agency, partnership, joint venture or employer-employee relationship between the ALS Provider, the Town and/or the ALS Tax District. ALS Provider will be an independent contractor and will provide the foregoing insurance coverage to protect the Town and the ALS Tax District against any and all third-party claims that may arise under the agreement.

### **III. REQUIRED CONTENTS OF PROPOSALS**

- A. The Proposal shall contain the Proposer's name and contact information and be responsive to Part III: Description of Specifications of this RFP. All Proposals must be signed by a duly authorized representative of Proposer.
- B. The Proposal shall provide organizational information including name, addresses, or organization, contact person, license, certifications, experience and flow charts of your organization. The Proposal shall provide organizational experience information and organizational chart illustrating the reporting and accountability relationships of all key management and supervisory positions.
- C. The Proposal must include the annual financial statements for the past three (3) years.
- D. The Proposal shall provide an operations plan including at a minimum, the duties and responsibilities of the following individuals (including details about shift scheduling and reliefs must be described): (i) Operations Supervisor; (ii) Schedulers; and (iii) Supply. The Operations Plan must also include a description of the time of day at which key activities will occur, including preparation and completion of vehicle schedules and dispatch sheets.
- E. The Proposal shall provide information regarding personnel, including a description of its hiring and training program including but not limited to the following: (i) Paramedics; (ii) Supervisors; (iii) Mechanics and (iv) All other Operating Personnel.
- F. The Proposal must include documentation demonstrating computerization for all reports, scheduling and other management reports in the ALS Tax District.
- G. The Proposal must provide a confirmation that (i) employment qualifications and personnel records will be maintained on file for inspection upon request by the District;

- (ii) all Paramedics shall be physically and morally capable of supervising the safety and welfare of a patient while they are in the care of the ALS Provider; (iii) pre-employment driver's license checks will be conducted stating the criteria for an acceptable driving record and annual driver's license checks; (iv) a list of current employees, their medical certification and driver's license numbers will be made available upon request by the Town or the ALS Tax District; (v) all Paramedics shall be RSI credentialed and all paramedic employees of the ALS Provider will have minimum certification as New York State EMT/AEMT4, PALS, ACLS, BLS and Regional MAC certification and will have a minimum of 3 years' experience.
- H. The Proposal shall provide information detailing (i) the pre-employment drug screening for all applicants for employment; (ii) random drug screening to all employees and (iii) Hepatitis B immunization to all employees with potential exposure.
- I. The Proposal shall include evidence of insurability by providing either an insurance certificate indicating the current level of insurance coverage or a letter from an insurance broker, licensed in the State of New York, indicating its intention to provide insurance coverage at the minimum limits set forth in this RFP.
- J. The Proposal shall include a plan for a formal process for continuing education, remedial instruction and in-service training for employees.
- K. The Proposal shall include a plan for two (2) components of communications: Radio Communications and Cellular Telemetry as set forth in the RFP. The ALS Provider must provide a complete description of the Radio Telemetry system that will be used for communications between the ALS Support paramedic and the Medical Control physicians within the ALS Tax District. The cellular system must provide satisfactory service within the Town.
- L. The Proposal shall include a plan for the active Infection Control Program that is consistent with OSHA's occupational exposure to blood borne pathogens rules and regulations. The program must be able to show training, compliances, and adherence set forth by this regulation and CDC guidelines.
- M. The Proposal must include an active Quality Assurance Program that provides for paramedic call report review; standards of care; time standards; compliance; field evaluations and report generating.
- N. All proposals must include the following information and/or documents:

Proposal broken out by Labor and Equipment;

Copy of Ambulance Service Certificate;

Indication of annual number of 911 requests for ALS service received in the past twelve (12) months (from all sources), and names and addresses of any other entities to whom proposer currently provides contracted ALS Services;

Listing of the backup ALS Support Vehicles to be used to provide the service including year of manufacture, manufacturer, model, identification number, mileage to date and copy of certificate of ownership or lease;

Copy of vehicle maintenance and replacement policy currently in use;

Copy of Vehicle Maintenance records for the past six (6) months;

Copy of ALS support supplies checklist currently in use; and

Copy of curricula currently in use for orientation of personnel.

- O. Any additional information or documentation which the Proposer wishes to submit to the Town in connection with the RFP.

[END]

NON-COLLUSIVE BIDDING CERTIFICATION

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:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not 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
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1) (2) and (3) above, have not been complied with; provided, however, that 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 20 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)