



TOWN OF YORKTOWN

BID AND SPECIFICATIONS

GRIT & SCREENINGS REMOVAL

FOR THE

YORKTOWN HEIGHTS

WATER POLLUTION CONTROL PLANT

Michael Grace
Town Supervisor

Michael Quinn, P.E.
Town Engineer

Edward Mahoney
Assistant Superintendent
Wastewater Treatment Plant

Dated: November 2017

INVITATION TO BID

GRIT & SCREENINGS REMOVAL

FOR THE

YORKTOWN HEIGHTS WATER POLLUTION CONTROL PLANT

TOWN OF YORKTOWN, NEW YORK

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, December 13, 2017** for **Grit & Screenings Removal for the Yorktown Heights Water Pollution Control Plant.**

A pre-bid meeting will be held at the site (Yorktown Heights Water Pollution Control Plant, 2200 Greenwood Street) on Tuesday, November 28, 2017 at 10:00 am to answer prospective bidder questions and to review the areas of work.

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 time and the place specified above.

The Town of Yorktown reserves the right to waive any informalities in the bids, to reject any or all bids and reserves the right to accept that bid which it deems most favorable to **the interests of the Town of Yorktown.** **No bidder may withdraw his bid within sixty (60) days** after the actual date of the opening thereof.

Specifications and standard proposals for the bid may be obtained at the office of the Town Clerk at said Town Hall.

Bid documents may also be obtained on the Town of Yorktown's website at www.yorktownny.org and www.EmpireStateBidSystem.com.

All questions shall be submitted in writing to the Town Clerk at 363 Underhill Avenue, Yorktown Heights, NY 10598; email dquast@yorktownny.org. The subject heading for all e-mails shall be:

Subject: Grit & Screenings Removal for the Water Pollution Control Plant

No response will be given to questions received less than seven (7) calendar days before the Bid opening date.

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

A submitted bid will consist of the following:

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. Executed Option to Renew
3. A signed and notarized Non-Collusive Bidding Certificate.

Diana L. Quast
Town Clerk

Dated: November 2017

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

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Town Clerk, Town of Yorktown, Westchester County, NY until **11:00 A.M. on Wednesday, December 13, 2017** at Town Hall, 363 Underhill Avenue, Yorktown Heights, N.Y. 10598 for **Grit & Screenings Removal for the Water Pollution Control Plant** or equivalent. 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: Grit & Screenings Removal for the Water Pollution Control Plant .”**

A pre-bid meeting will be held at the site (Yorktown Heights Water Pollution Control Plant, 2200 Greenwood Street) on Tuesday, November 28, 2017 at 10:00 am to answer prospective bidder questions and to review the areas of work.

The Bid Documents consists of the following documents:

1. **Instructions to Bidders**
2. **Part One** Bid Proposal Form and Executed Option to Renew
3. **Part Two** General Terms and Conditions of Bid
4. **Part Three** Specifications
5. **Part Five:** Option To Extend
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. executed Option to Renew
3. a signed Non-Collusive Bidding Certificate.

Diana Quast
Town Clerk
Town of Yorktown

**TOWN OF YORKTOWN
PROCUREMENT BID**

PART ONE

BID PROPOSAL FORM

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

**Grit & Screenings Removal for the
Yorktown Heights Water Pollution Control Plant**

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

BIDDER'S D/B/A NAME (if any) _____

Grit & Screenings Removal \$ _____ per Ton

[Dollar amount of Bid in words]

The price(s) set forth above shall remain valid for sixty (60) days from the date of bid award.

Prices bid must cover all of bidder's costs. There shall be no additional charges to the Town for containers, delivery, set-up, etc. The Town of Yorktown anticipates generating approximately 70 tons of grit & bar screenings per year. This amount is an estimate only and the Town does not guarantee any specific tonnage. Payment will be based on actual number of tons removed and disposed.

The contract term for this project shall be for a duration of two (2) years, commencing on January 1, 2018. 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.

Note: 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, lost time, mileage, etc.

Lowest bidder shall be determined by the lowest cost per ton of grit & bar screen debris to be removed and disposed of in accordance with all local, state and federal regulations.

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**

OPTION TO EXTEND THE TERM OF THE CONTRACT

- A. The contract term for this project shall be for a duration of two (2) years, commencing on **January 1, 2018**. 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.

- B. Said option shall be exercised by written notification from Town and the Bidder not less than thirty (30) calendar days prior to the expiration of the contract.

- C. If the Town and the Contractor exercise the option within the time frame prescribed herein, Contractor shall be contractually bound to perform the services for the option period.

Bidder Signature

**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.

2

2.1 Failure to comply with the provisions of this section may be grounds for rejection of the bid proposal.

2.2 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.

2.3 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

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.

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

- 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 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-responsive.

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-responsive 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. 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 SPECIFICATION

GRIT & SCREENINGS REMOVAL FOR THE YORKTOWN HEIGHTS WATER POLLUTION CONTROL PLANT

The Town of Yorktown is seeking the services of a waste removal company to perform removal and disposal of the following items at a municipally owned wastewater treatment plant located at 2200 Greenwood Street, Yorktown Heights, NY 10598:

- Grit removed from grit chambers located at the Headworks/Control Building
- Screenings removed from a mechanically cleaned bar screen located at the Headworks/Control Building

Work shall be performed only when directed in writing by the Town of Yorktown designated representative and payment shall be in accordance with the unit prices bid on the Proposal Pages. The successful bidder will be required to designate and maintain a reliable means and method of receiving written directions from the Town. Failure on the part of the successful bidder to receive the written directions from the Town will not relieve the successful bidder from complying with the directions of the Town.

Description of Work:

The Town currently utilizes a mechanically cleaned bar screen for removal of debris from the incoming waste stream at the influent to the Yorktown Heights Water Pollution Control Plant. Screening of the incoming waste stream removes objects such as rags, paper, plastics, and metals to prevent damage and clogging of downstream equipment, piping, and appurtenances. In this operation, the rake arm pushes the screenings along a dewatering section and then discharges into a hopper located at grade level. Plant personnel then dump the hopper with screenings into a Contractor-supplied dumpster in the Recycling/Compost area. The Town also has the ability to utilize a bypass channel with a fixed bar screen in the event automatically operated mechanical equipment is not working properly. In this instance, screening are manually raked into a bucket, hoisted to grade level and deposited into the dumpster at the Recycling/Compost area.

After initial screening, the waste water enters grit chambers where collectors convey grit to hoppers, located at the bottom of the chamber. Material collected in grit chambers typically includes sand, stones, broken glass and other inorganic-type material, which must be removed because they may damage pumps and other equipment. Grit is pumped into classifiers, dewatered and discharged into a 5-cubic yard dumpster located at grade level. Plant personnel then dump the grit into a Contractor-supplied dumpster in the Recycling/Compost area.

Removal of dumpsters containing grit and screenings shall be performed only when and where directed by the Town of Yorktown.

Payment for grit and screenings removal shall be paid for at the unit price bid per ton in the Proposal Pages. The unit price shall include all ancillary and additional expenses incurred as no further payment will be made beyond this price.

Grit and screenings removal services shall be available on week days, Monday through Friday from 7:00 am to 3:00 pm. Expected response time shall be 24-hours and will be scheduled in advance as much as possible.

Additional Notes:

1. The Town of Yorktown is tax exempt.
2. The contract term for this Bid shall be for a duration of two (2) years, commencing on 1/1/2018.
3. 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.
4. Failure to respond within 48 hours of a service call on two (2) events, will give the Town the right to terminate the Agreement or implement other measures as needed to ensure compliance with the contract documents.

Supplementary Documentation To Be Submitted With Bid:

The following additional information shall be submitted with each bid:

- Proof of Insurance
- Copy of New York State Department of Environmental Conservation Waste Transportation Permit, Part 364
- Name and location of grit and bar screenings disposal site(s). Please provide all applicable information regarding permits for the site(s).

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 2016 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)