

TOWN OF YORKTOWN
BID AND SPECIFICATIONS
FOR THE IMPLEMENTATION OF A
SMART AMI WATER METER SYSTEM

BID #W1-21

Ken Rundle
Water Distribution
Superintendent

Matthew Slater
Town Supervisor
Town of Yorktown

Dated: July 26, 2021

INVITATION TO BID

SMART AMI WATER METER SYSTEM

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 August 23, 2021** for the **Smart AMI Water Meter System, Bid #W1 of 2021**.

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

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 or “best value” 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.

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

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

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

Dated: July 26, 2021

**TOWN OF YORKTOWN
SERVICE AND PUBLIC WORKS CONTRACTS BID**

TABLE OF CONTENTS

The Bid Documents consists of the following documents:

1. **Invitation to Bid**
2. **Part One** Bid Proposal Form
3. **Part Two** General Terms and Conditions of Bid
4. **Part Three** Scope of Work & Requirements
5. **Part Four** Addenda, if any
6. **Non-Collusive Bidding Certificate**

A submitted bid will consist of:

1. one original completed **Bid Proposal Form**, signed on behalf of Bidder with pricing information, and a detailed listing of any exceptions taken by Bidder;
2. a completed Technical Specifications document.
3. a signed and notarized Non-Collusive Bidding Certificate.
4. a signed acknowledgement of Addenda, if any.

TOWN OF YORKTOWN

PART ONE

BID PROPOSAL FORM

I. BASE BID – REPLACING RESIDENTIAL WATER METERS

Dollar Amount: _____.

Amount in words: _____.

II. ADDITIONAL COMPENENT 1 – REPLACING COMMERCIAL WATER METERS

Dollar Amount: _____.

Amount in words: _____.

**NAME OF CORPORATE OFFICER OR OTHER AUTHORIZED PERSON
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: _____@_____

TOWN OF YORKTOWN

PART TWO

General Terms and Conditions of Bid

Section 1. **Bid Proposal Form**

- 1.1** The bidder shall complete the Bid Proposal Form by filling in the appropriate designated spaces. 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 indicated 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 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 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
 - v.**

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

- 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. In such a case, bidder understands and agrees that there will be a proportional reduction in payment by the Town.
- 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 documents, including “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. At the end of the Agreement, Contractor will return at its sole cost and expense an electronic version of all such records.
- 1.10 The contractor shall secure and pay for all necessary approvals for the proper executing and completion of work.
- 1.11 The Town is exempt from all federal, state and local taxes.

Section 2. Pre-Bid Site Inspection

- 3.1 The bidder shall satisfy itself by personal examination of the location(s) of the proposed work and surroundings thereof, and by such other means as it may prefer, as to the scope of the work and the accuracy of the approximate estimated quantities; and shall not at any time after submission of the bid dispute such approximate estimated quantities or assert that there was any misrepresentation by the Town or any misunderstanding by the bidder in regard to the quantity or kind of materials to be furnished, or work to be done. Failure to do so will not relieve a successful bidder contractor (“contractor”) of the obligation to furnish all material and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work for the consideration set forth in its bid.
- 3.2 Unless otherwise stated, the bidder is free and encouraged to examine the work site(s) during normal work hours preceding the submission of the bid. For those bidders requesting further clarification of the conditions, an appointment with the Town’s representative, can be requested, by contacting the Town Clerk.
- 3.3 At the time of the opening of bids each bidder will be presumed to have inspected the sites and to have read and to be thoroughly familiar with the Bid Documents and scope of work requested herein.

Section 3. Quality and Samples

- 3.1 All equipment, material, services, 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 fourteen (14) 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 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, or emailed **dquast@yorktownny.org** and be submitted not 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 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 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 Bidder agrees and acknowledges that its 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 either the lowest responsible bidder or based on best value.
- 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. The requirements in this Bid Document 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 promptly 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. Purchase of Additional Quantities of Bid Items

- 15.1** The Town may purchase additional quantities of the bid items 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. Contractor's Subcontracts And Material Lists

16.1 Within fifteen (15) days after execution of the Contract, the contractor shall submit to the Town for approval a list of the subcontractors, materialmen and materials that the contractor plans to use in the performance of the work and statements of the work they are to perform. The format and content of the list shall be in accordance with directives from the Town. No part of the work may be sublet until after the contractor has received the Town's approval. The contractor shall be fully responsible for all acts and omissions of its subcontractors and persons directly or indirectly employed by them, and the Town's approval to sublet parts of the work will in no way relieve the contractor of any of its obligations under the Contract. All dealings of the Town with the subcontractors shall be through the contractor.

16.2 The contractor shall insert appropriate clauses in all subcontracts to bind the subcontractors to the contractor by all applicable provisions of the contract documents executed between the contractor and the Town, but this shall not be construed as creating any contractual relationships between subcontractors and the Town. Prior to approval of the subcontractors, the Town has the right to review and recommend changes in the subcontracts. The Town reserves the right to reject any subcontractor proposed by the contractor if in the reasonable opinion of the Town such subcontractor lacks the experience or capability to perform its subcontract work or is otherwise non-responsible.

16.3 The contractor shall insert appropriate clauses in each subcontract that require that if the contractor is terminated by the Town either for default or convenience that at the sole option of the Town the subcontract shall automatically attach to the Town and the subcontractor shall continue without delay or interruption to fully perform all of the obligations required by its subcontract.

Section 17. Representative Always Present

17.1 The contractor in case of its absence from the work shall have a competent representative or foreman present, who shall obey without delay, all instructions of the Town in the prosecution and completion of the work in conformity with the contract, and shall have full authority to supply labor and material immediately.

17.2 The contractor, or its superintendent, shall attend job meetings with the Town for the purpose of discussing expedition, execution and coordination of the work. Job meetings will be scheduled periodically (the first to be prior to commencement of construction) at a time and place designated by the Town.

17.3 The contractor shall not commence any work prior to the first (pre-construction) meeting between the contractor, Town, and other concerned governmental and utility company representatives.

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, material and other requirements shown in the Bid Documents.
- 18.2** In the event that the Town determines that the materials, services or the finished product 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 deemed necessary.
- 18.3** In the event that the Town determines that the materials, services or the finished product 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.
- 18.4** 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.
- 18.5** 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. Insurance Requirements

- 19.1** The contractor, upon award of the contract, shall provide at its own cost and expense the following insurance to the Town from insurance companies licensed in the State of New York, carrying a Best's financial rating of "A" or better, which insurance shall be evidenced by certificates and/or policies as determined by the Town. All of the policies must be primary and non-contributory with Town policies. Waiver of subrogation in favor of the Town, its elected officials, employees and agents must be included. Contractor will provide said certificates of insurance signed by an authorized representative of the respective carriers annually, prior to the anniversary date of the effective date of any agreement arising from this Bid Document.
- 19.2** Each certificate or policy shall require that, thirty (30) days prior to cancellation or material change in the policies, notice thereof shall be given to the Town Clerk by registered mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the contractor and identify the contract number or description. If any of the required insurance policies are canceled during the term of the agreement, contractor agrees to immediately purchase "like" coverage to replace the canceled policy without causing a gap in insurance coverage.

19.3 All policies and certificates of insurance shall be approved by the Town prior to the inception of any work.

- i.** Workmen's Compensation: The contractor shall evidence compliance with Workers' Compensation Law, or as otherwise directed by the Town.
- ii.** Commercial General Liability Insurance with minimum limits of liability per occurrence of \$1,000,000 with the Town, its elected officials, employees and agents named as an additional insured.
- iii.** Automobile Liability Insurance with minimum limits of liability per occurrence of \$1,000,000 with the Town, its elected officials, employees and agents, its employees and agents named as an additional insured.
- iv.** Professional Negligence Insurance with minimum limits of liability per occurrence of \$1,000,000 with the Town, its elected officials, employees and agents, its employees and agents named as an additional insured.
- v.** Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the Special Requirements of the contract specifications.
- vi.** If any of the insurance requirements are not complied with at their renewal dates, payments to the contractor will be withheld until those requirements have been met, or at the option of the Town, the Town may pay the Renewal Premium and withhold such payments from any monies due the contractor.
- vii.** If at any time any of the foregoing policies shall be or become unsatisfactory to the Town, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Town, the contractor shall upon notice to that effect from the Town, promptly obtain a new policy, submit the same to the Town for approval and submit a certificate thereof as herein above provided. Upon failure of the contractor to furnish, deliver and maintain such insurance as above provided, the contract, at the election of the Town, may be forthwith declared suspended, discontinued or terminated. Failure of the contractor to secure and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the contractor concerning indemnification.
- viii.** In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under the contract, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the contractor until such time as the contractor shall furnish such additional security covering such claims as may be determined by the Town.

Section 20. Indemnification

20.1 To the greatest extent permissible under the law, the contractor hereby agrees to indemnify and save harmless the Town, its officers, employees, elected officials, and agents from and against all liability, loss or damage the Town may suffer, arising directly or indirectly out of the contract between the contractor and the Town. The Contractor further agrees to provide defense (of the Town's choosing) for and defend any claims or causes of action of any kind or character directly

or indirectly arising out of this Agreement at its sole expense and agrees to bear all other costs and expenses relating thereto. The foregoing provisions shall not be construed to cause the contractor to indemnify the Town, its officers, elected officials, agents or employees from its or their sole negligence.

- 20.2** Neither the acceptance of the completed work nor payment therefore shall release the Contractor from its obligation under this section.

Section 21. Delivery Point

- 21.1** To the extent applicable, 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. 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
- 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 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. Warranty/Guarantee

- 24.1** It is the intent of the Bid Documents to require first-class work and materials and any work not fully covered herein shall be interpreted to require first-class work and materials, and such interpretations shall be binding upon the Contractor. The contractor shall be fully responsible for performance of work in a satisfactory manner with satisfactory results in the discretion of the Town.

24.2 Contractor is deemed to warrant and guarantee all work performed under this agreement.

24.3 Unless otherwise stated in other parts of the specifications, or in the event of a greater warranty offered by Contractor, all work performed or goods supplied under the contract shall be guaranteed by the contractor against all defects resulting from the use of inferior materials, equipment or workmanship, for a period of one (1) year from the date of final completion and acceptance of the work, which shall be defined as the date of the Town's approval of the final Certificate for Payment or from the date the Town takes possession and makes full use of the constructed facility.

24.4 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. Any warranty for goods whose title passes to the Town shall be assigned to the Town.

24.5 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. Any equipment, part or constructed item which is or becomes defective during the guarantee period shall be replaced or redone by the contractor, including all labor at no additional charge to the Town. All replacements shall carry the same guarantee as the original equipment. The contractor shall make any such replacement promptly upon receiving written notice from Town.

Section 25. Breach of Contract/Termination

25.1 If contractor fails to perform, or within the time specified, or within reasonable time as interpreted by Town, or fails to make replacement of rejected or defective goods or services, 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 upon 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 applicable 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.
- ii.** Contractor's duty to defend and indemnify set forth herein includes all claims, causes of action, liability, loss or damage relating directly or indirectly to violations of any Labor Laws (including any duty to pay prevailing rate of wages), Lien Laws, 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

To the extent required under applicable law, 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.

- 27.1 The contractor shall forthwith pay each of its subcontractors and materialmen for the value of the work performed and/or materials furnished by the subcontractor and/or materialmen.
- 27.2 Nothing provided herein shall create any obligation on the part of the Town to pay or to see the payment of any moneys to any subcontractor or materialman from any contractor nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed between the subcontractor or materialman and the Town. Notwithstanding anything to the foregoing, the Town may tender payments to the Contractor in the form of joint or dual payee checks.

Section 28. Contract Price

- 28.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to the contractor for performing the work pursuant to the contract. All duties, responsibilities and obligations assigned to or undertaken by the contractor shall be at its expense without change in the Contract Price.

Section 29. Proper Method of Work And Proper Materials

- 29.1 The Town shall have the power in general to direct the order and sequence of the work, which will be such as to permit the entire work under the contract to begin and proceed as rapidly as possible, and such as to bring the several parts of the work to a successful completion.
- 29.2 If at any time before the commencement or during the progress of the work the personnel, materials and appliances used or to be used appear to the Town as insufficient or improper for securing the quality of work required, or the required rate of progress, the Town may order the contractor to increase its efficiency or to improve their character, and the contractor shall promptly conform to such order; but the failure of the Town to demand any increase of such efficiency or improvement shall not release the Contractor from its obligation to secure the quality of work or the rate of progress specified.
- 29.3 The Contractor will establish all matters necessary to properly perform the work.

Section 30. Utilities and Service Lines

- 30.1 No guarantee is given that public utility structures and service lines herein shown are correctly located. Locations given are from the best available information.

Section 31. Protection, Existing Structures

- 31.1** The Contractor, at his expense, shall protect adjacent and other property or premises from damage of any kind during the progress of the work and shall erect and maintain guards around his work in such a way as to afford protection to the public. The Contractor shall be held responsible for improper, illegal, or negligent conduct of himself, his subcontractors, employees and agents in and about said work or in the execution of the work covered by this Contract.
- 31.2** The Contractor shall, at his expense, sustain in their places and permanently protect from direct or indirect injury any and all pipelines, subways, pavements, sidewalks, curbs, railways, buildings, trees, poles, wells, and other property in the vicinity of his work, whether over-or underground, or which appear within the trench or excavations, and he shall assume all costs and expenses for direct or indirect damage which may be occasioned by injury to any of them.
- 31.3** The Contractor's liability shall also include the damage or injury sustained by any structure whatsoever due to settlement of trenches or excavations or to settlement or lateral movement of the sides of such trenches or excavations, whether such movement occurs during or after excavation or backfilling of such trenches or excavations. His liability to so support and protect all such structures from damage or injury shall continue without limitation, throughout the Contract period and during the period of guarantee.
- 31.4** The Contractor shall at all times have on the ground suitable and sufficient material and shall use the same as may be necessary or required for sustaining and supporting any and all such structures which are uncovered, undermined, weakened, endangered, threatened, or otherwise materially affected.
- 31.5** In case injury occurs to any portion of a pipeline or structure, or to the material surrounding or supporting the same, through blasting or similar operations, the Contractor shall immediately notify the Town, and, at his expense, shall remove such injured work and shall rebuild the pipeline or structure and shall replace the material surrounding the supporting the same, or shall furnish such material and perform such work of repairs or replacement as the Town may order. Any damage whatsoever shall be promptly, completely and satisfactorily repaired by the Contractor at his expense.

Section 32. Stopping Work

32.1 Town May Suspend Work:

- i.** The Town may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the contractor which shall fix the date on which work shall be resumed. The contractor shall resume the Work on the date so fixed.

32.2 The Town May Terminate:

A. Upon the occurrence of any one or more of the following events:

1. If the contractor is adjudged bankrupt or insolvent,

2. If the contractor makes a general assignment for the benefit of creditors,
 3. If a trustee or receiver is appointed for the contractor or for any of the contractor 's property,
 4. If the contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws,
 5. If the contractor repeatedly fails to supply sufficient skilled workers or suitable materials or equipment,
 6. If the contractor repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment,
 7. If the contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction,
 8. If the contractor disregards the authority of the Town, or
 9. If the contractor otherwise violates in any substantial way any provisions of the Bid Documents or the Contract. The Town may after giving the contractor and its Surety seven (7) days written notice, terminate the services of the contractor, exclude the contractor from the site, incorporate in the Work all materials and equipment stored at the site or for which Town has paid the contractor but which are stored elsewhere, and finish the Work as Town may deem expedient. In such case the contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the work, including compensation for additional professional services, such excess shall be paid to the contractor. If such costs exceed such unpaid balance, the contractor shall pay the difference to the Town.
- B.** Where the contractor's services have been so terminated by the Town, the termination shall not affect any rights of Town against the contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the contractor by Town will not release the contractor from liability.

Section 33. Change in the Contract Time

- 33.1** The contractor agrees that it will make no claim against the Town or any of its representatives for damages for delay, interference or disruption in the performance of its Contract occasioned by any act or omission to act by the Town or any of its representatives, or occasioned by any act or omission of any other contractor and further agrees that any such claim shall be fully compensated for by an extension of time to complete the performance of the work as provided herein.

PART THREE

SCOPE OF WORK & REQUIREMENTS

I. Project Summary:

The Town seeks to replace the Town’s current water meter system with a new state of the art fixed network Advanced Metering Infrastructure (“AMI”).

The Town provides water to the residential and commercial customers having approximately 9,700 residential water meters and 300 commercial/industrial/institutional water meters spread out over an approximate 40 square mile area. A map of the Town service locations are included as Appendix A.

The Town has several types of water meters, the majority being mechanical. The meter size breakdown is as follows:

Meter Size	Total Qty	Meter Size	Total Qty
5/8"x3/4	8100	4"	25
3/4"	0	6"	12
1"	1580	8"	3
1.5"	140		
2"	105		
3"	35	TOTAL approx.	10,000

The Town’s utility billing system is Edmunds. The proposed meter reading system must be readily compatible with the Town’s current billing system, and provide necessary billing information to this system through compatible import/export files.

II. Scope of Work:

Base Bid – Replacing Residential Water Meters:

The AMI solution must be state-of-the-art, user-friendly, shall include features and/or tools that will simplify meter reading collection efforts and provide real time alarms to enable the Town to enhance service to its customers while improving efficiency, accuracy in utility operations and water usage accountability. Additionally, the solution shall provide the means for the Town to reduce its unaccounted-for water loss.

The proposed AMI solution shall include:

- Removing approximately 9,700 existing residential water meters and replacing them with IP68 rated water meters with integral radio for easy installation, reduced labor cost/time

and reduced tampering. Performing ongoing replacements, repairs and maintenance thereof.

- Providing an AMI network infrastructure and software, to give the Town timely consumption information and water exception event messages that can be used to improve customer service.
- Proactive water management functionalities to reduce service calls and truck roll outs.
- Reduce the Town's unaccounted for water loss through sustained long term meter accuracy, improved low flow performance and other creative solutions such as Acoustic Leak Detection.
- Furnishing, installing and maintaining required field installation devices.
- Software support and training for staff.
- Vendor will contact resident property owner to make appointment for meter removal. Pictures of old meter and all meter numbers shall be recorded. Removed meters shall be returned to the Water District along with pictures and pertinent information.

Additional Component 1: Replacing Commercial Water Meters:

- Removing approximately 300 existing commercial water meters and replacing them with IP68 rated water meters with integral radio for easy installation, reduced labor cost/time and reduced tampering. Performing ongoing replacements, repairs and maintenance thereof.
- Providing an AMI network infrastructure and software, to give the Town timely consumption information and water exception event messages that can be used to improve customer service.
- Proactive water management functionalities to reduce service calls and truck roll outs.
- Reduce the Town's unaccounted for water loss through sustained long term meter accuracy, improved low flow performance and other creative solutions such as Acoustic Leak Detection.
- Furnishing, installing and maintaining required field installation devices.
- Software support and training for staff.
- Vendor will contact property owner to make appointment for meter removal. Pictures of old meter and all meter numbers shall be recorded. Removed meters shall be returned to the Water District along with pictures and pertinent information.

III. Newly Installed Meter Specifications and Requirements:

Bidder must demonstrate that they have the depth, breadth and quality of resources necessary to reliably perform the scope of work, including the procurement, installation and support of the water meter ("Installed Assets") that are essential to the Town, and to make such Installed Assets available so that the Town may use them on an "as needed" basis for the provision of its services to its customers.

All newly installed meters shall be ultrasonic design type supporting enhanced low flow capabilities.

All water meters furnished shall be produced from an ISO 9001C certified manufacturing facility and shall meet or exceed the accuracy requirements specified in the “Standard Specifications for Cold Water Meters – Electromagnetic and Ultrasonic Type” C715-18 latest revision issued by AWWA.

All water meters submitted in this Proposal be compliant with NSF/ANSI 61. Meters shall be made of “lead free” Fiberglass-Reinforced Polymer, Stainless Steel, or Waterworks Bronze/Brass.

The meter main case shall be certified as lead free Fiberglass-Reinforced Polymer or shall be 316 lead-free Stainless Steel, or Waterworks Brass. The threads on the unit shall not be susceptible to cross threading, and shall be able to withstand a maximum torque of eighty foot pounds. The meter should be able to operate accurately under maximum pressure of 250 PSI for meter sizes 5/8”, 5/8”x3/4”, 3/4” and 300 PSI for 1”, 1.5” and 2” meter sizes. The serial number should be displayed in a permanent location on the register.

It is preferred that the Town Logo be stamped on the register face to deter tampering and theft. All lead-free main cases shall be guaranteed free from manufacturing defects in workmanship and material for 2 years. There shall be no corrosive materials used that comes in contact with any mounting hardware or atmosphere. The case shall offer the following choices of threads 5/8”x1/2”, and 5/8”x3/4.

Meter manufacturer’s solid state meters shall meet or exceed AWWA C715-18 accuracy standards and warrant their published accuracy levels for the life of their meters. The minimum start flow range should measure at .01 GPM for 5/8”, 5/8”x3/4” meter sizes. The minimum start flow range should be .04 GPM for 1” meters, .06 for 1.5” meters and .1 for 2” meters. This accuracy shall be guaranteed for 20 years regardless of volume of flow passing through meter and there shall be no exclusions in this warranty for water quality. The manufacturer shall have field proven experience in manufacturing solid state meters with documented failure rate of less than 0.5%.

The register shall provide at least a 9-digit visual registration at the meter and shall be programmable to display the units from non-fractional units to a minimum of three decimal place resolution. The register shall have a validation mode where the register is updated in no less than one second increment. The meter shall be programmable to read in cubic feet, gallons, or other metric units. The system shall visually alert the following on the LCD screen: for leak and burst alerts on the customer side, tampering with the meter, dry measurement chamber, and reverse flow. The meter shall have the ability to log total usage over various flow rates for historical analysis for right sizing and low flow analysis.

All meters shall be furnished with an electronic file of certified test results showing that every meter has been tested and compliant with meter accuracy and capa Town requirements according to the most recent AWWA standards.

New Meter Installation

Service Provider must:

1. Describe experience with installing AMI solutions of comparable size and functionality.
2. Provide at least (5) references for installation of similar AMI projects.
3. Explain field installation quality control process.
4. Describe inventory control procedures.
5. Explain process for error resolution.
6. Describe how you communicate job progress to the City/Town during the AMI installation phase.
7. Describe the process for utilizing local workforce.
8. Have experience installing the proposed AMI system.

Under this specification the Installation Contractor shall supply labor necessary to remove existing water meters, install new water meters, and/or Advanced Metering Infrastructure system.

Newly Installed Meter Reading Solution

It is preferred that the proposed system operate on a dedicated, FCC licensed frequency to prevent erroneous readings. The Proposer must obtain said license on behalf of the Town.

All equipment must comply with current Federal Communications Commission (“FCC”) requirements - Part 90 of the FCC regulations. The Proposer must have supporting documentation available upon request to verify compliance.

The meter transmitter must be integral to the meter design type with no external wire or connectors to prevent tamper and theft by the customer and limit multiple points of failure.

The system will be able to automatically adjust power of the meter to extend battery life, and select the optimal collector to read the meter.

Systems utilizing cellular, mesh technology or repeaters will not be considered.

Collector Units/Repeaters

- Environmental conditions of the meter system network of collectors shall ideally be deployed on Town owned property located throughout the Town. Collectors must operate in temperature extreme ranges of -22° F to 158° F.
- Power Supply - The collector units shall be powered using AC to retrieve meter readings and relay them to a centralized location. Power input shall be 110-230 VAC 50/60 Hz. Power output 24 VDC/10A.
- The collector will follow TLS 1.2 protocol with AES 256 bit encryption to the head end system.
- The collector unit locations shall be determined by the reading solution manufacturer as part of this proposal based on a propagation study performed by the manufacturer. The proposed number of collector units shall provide 98%+ successful daily read rate for the service territory without the need for any repeaters or boosters.

- Collector units shall be capable of being mounted on roofs, utility poles, street lights, towers, etc., to collect readings from all meters in the coverage area. No special tower construction will be allowed.
- Collector unit network redundancy will be incorporated into the collector unit placement process to accelerate the reading process, ensure all meters provide a reading and battery power is managed.
- The metering reading network shall be capable of adding collector units at any time without need for system reconfiguration.
- All collector unit electronics shall be electrically isolated and protected against static discharge and indirect lightning strikes.

After being installed, collector units shall require minimal maintenance over the life of the unit.

Collector Units shall be easily configured to utilize a variety of WAN technologies to communicate to the head end computer.

Warranty, Integral Meters & Field Programming Equipment

Warranty - The ultrasonic meter with integrated radio shall have a warranty of at least two years from date of installation against any defects in materials and workmanship. The ultrasonic meter shall have a full warranty of twenty (20) years on the battery and accuracy from the date of delivery. This warranty must apply to ultrasonic meters of all sizes. Meters that do not offer a twenty (20) year warranty on battery and accuracy will not be considered advantageous.

The meter with integrated radio shall provide the following features:

- **Housing:** The radio will be integral type within the meter register.
- **Battery Life:** The meter shall have a permanently installed non-field replaceable battery with twenty (20) year life cycle expectancy.
- **Maintenance:** The meters shall be maintenance free. After initial installation, meter with integrated radio will continue to operate at optimal levels for the entire life of the product.
- **Read Interval:** The solution shall be capable of collecting data in intervals of hourly reads.
- **Leak Detection:** The system shall monitor water consumption through the meter and indicate when there is continuous flow for the past 24 hours based upon configurable limit of greater than 0.1%, 0.25%, 0.5%, 1.0% or 2.0% of maximum flow for the meter size. Limit must be configurable through the network.
- **Reverse Flow Detection:** The system shall indicate when there is a period of reverse flow. Reverse flow shall be logged in a separate register and shall indicate total of reverse flow through the meter.
- **High Flow Detection:** The system shall provide an alarm of accounts with continuous flow for 30 minutes, configurable to 5%, 10% or 20% of max flow.

- Dry Pipe Detection: The system shall provide a dry pipe alarm indicating air in the pipe and no water through the meter.
- Ambient Temperature alarm: The system shall provide a low temperature alarm(configurable limit of 37 degrees F to 43 degrees F) to indicate possible freezing.
- Read Interval: The meter shall contain a radio that transmits a brief message containing the endpoint identification number, meter reading, and tamper flags at programmed intervals. The meter shall provide time synchronized hourly reads.
- Low Battery Information: meter with integrated radio shall provide alarm when battery is near end of life.
- Acoustic Leak Detection: meters sized 5/8x3/4"-1" shall have ability to listen for potential leaks within the distribution system (distribution main and service line).

The Field Programmer / Handheld shall use a mobile application to confirm that the meters with integral radio signal is being received by one or more data collectors to determine whether the installation is good before leaving the installation site.

Meter Reading System Software

- The meter reading software may be cloud based.
- The meter reading solution manufacturer must support single record fixed width or delimited file formats that can be customized to easily integrate to the Town's billing system.
- The software shall have search capabilities to search all or specific fields such as address, meter serial number, account number, customer name, etc. Software shall provide hourly readings, bar graph chart visualization of average flow per hour and hourly, daily, monthly, yearly consumption over a defined date range. Software shall prioritize between high and normal priority codes and be able to schedule frequency and time when notifications are delivered, or send notifications when detected. Software shall allow for creation of meter groups manually, or automatically through imports.
- The solution must able to store and archive data for each individual meter:
- Store/archive a minimum 10 years of Monthly data, 5 years of daily data and 13 months of Hourly data.

AMI Managed Services

The Successful Bidder must:

- Provide 20 years of full AMI system and software maintenance with warranty administration, RF network reliability assurance, and AMI data analysis.
- As part of the managed services implement a large meter testing and maintenance program and maintain accuracy to AWWA standards for the entire 20-year program per AWWA Manual M6.

- Describe the AMI hardware warranty administration program.
- Describe the workflow process between managed service program and current Town metering operations.
- Explain how the AMI system and software maintenance program works.
- Include any initial training requirements necessary to facilitate the managed services process.
- Describe any annual AMI hardware or software training requirements necessary for Town personnel.

IV. Response to Technical Questions

All of the following questions must be answered and the data given must be clear and comprehensive. Any references to “equipment being proposed,” “equipment,” etc. refers to the meter reading system components and its operating software. Proposers may submit additional information if appropriate.

Technical Specifications - Water Meters
What brand and type of water meter is being proposing? Is the radio integral to the meter?
What are the published starting/low flows for the proposed meter by size?
Discuss the manufacturer’s experience with the proposed ultrasonic meter technology and any unique features it presents?
What is the published failure rate for the proposed meter?
Meter Reading Solution
Does the proposed system operate with an FCC license?
Describe the proposed system architecture and how often reads are transmitted to the collectors and back to the head end computer. What is the expected battery life of the meter and explain any features of the system to achieve a long term battery life?

Network Infrastructure
How many collectors are being proposed? Include the propagation study results as part of the proposal submission.

Proposal Response to Technical & Functional Questions

All questions must be answered and the data given must be clear and comprehensive. Any references to "equipment being proposed," "equipment," etc. refers to the meter reading system components and its operating software. Proposers may submit additional information if appropriate. Can the proposed meter reading system add additional Collectors without reconfiguring the system?
How many times in 24 hour period does the Collector receive meter readings from the meter with integrated radio? Explain the redundancy in transmitted reads.
Does the system provide time synchronized time stamped meter reads? Describe how the system maintains time synchronization across the network.
What is the maximum number of meters with integrated radio that each Collector can store read information for?
Describe the Collector's backhaul communication method(s) for transmitting data to the head end/network computer – e.g., cellular Wi-Fi, etc.
Describe features, if any, that help modulate output power of the meter to extend battery life.
What is the Warranty provided for the Collector Unit?

Meter with Integrated Radio & Field Programming Equipment
What is the proposed transmission output power of the meter with integrated radio?
What is the proposed read frequency of the meter with integrated radio - how many reads per a 24 hour period?

Assuming a 20 year battery life expectancy, what is the maximum number of transmissions per day?
Is the proposed meter with integrated radio a sealed enclosure capable of being submerged underwater without damage
Does your meter reading system provide alarm notifications? Describe all available alarms delivered through the network, and whether they are configurable.
What is the warranty provided with the meter and integrated radio? (Provide prorated warranty table). If warranty is not consistent for all sizes, please explain differences.
AMI System Software
Describe the AMI Software Storage Capacity.
Describe the AMI system software that provides management reports and/or alarms to assist the City in identification of customer problems
Describe the meter installation process and how the installer receives positive confirmation the meter is in successful communication with the network prior to the installer leaving the site?
General
In an appendix to your response provide specification sheets for meters with integrated radio, system software and collectors.
List the local distribution centers in proximity of the City to support this project.
Please explain how the proposed solution will help the City monitor and reduce unaccounted for water loss, specifically through distribution leak detection. Explanation shall include ease of use, ease of installation, cost of installation, required maintenance, battery life and warranty.

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 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)