

TOWN OF YORKTOWN

BID: vehicle: One (1) NEW 2015 OR NEWER STEP VAN

The Bid Documents consists of the following documents:

1. Notice to Bidders
2. Summary of Bid; Bid Proposal Form
3. General Terms and Conditions of Bid
4. Specifications
5. Non-Collusive Bidding Certificate

A completed bid will consist of

1. one copy of the **Bid Proposal Form**, signed on behalf of Bidder with information for all blanks supplied, and a detailed listing of any exceptions from any of the bid documents taken by Bidder; and
2. a signed Non-Collusive Bidding Certificate.

Bidder should be aware that any required information which is not supplied or any exception taken to any of the bid documents may, at Town's option, render such bid non-responsive.

If the bid is awarded by Town, the bid award will constitute a contract between the successful bidder and the Town of Yorktown. The Town Clerk will notify the successful bidder in writing. Successful bidder will be required to submit to the Town a completed W-9 form.

NOTICE TO BIDDERS

NOTICE IS HERE GIVEN that sealed bids will be received by the Town Clerk, Town of Yorktown, Westchester County, NY until 11:00 A.M. on **October 19, 2015** at the Town Hall, 363 Underhill Avenue, Yorktown Heights, N.Y. 10598 for **One (1) NEW 2015 OR NEWER STEP VAN** Specifications may be obtained at the office of the Town Clerk in said Town Hall.

The Bidder assumes the risk of any delay in the mail or in the handling of the 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 the bids in at the time and the place specified above. All bids are to be returned to the Town Clerk, 363 Underhill Avenue, Yorktown Heights, NY 10598, marked: **“Bid: One (1) NEW 2015 OR NEWER STEP VAN”**

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

Alice E. Roker
Town Clerk
Town of Yorktown

SUMMARY OF BID

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

One (1) NEW 2015 OR NEWER STEP VAN, the specifications of which are more fully set forth in the Bid Proposal Form.

Bidders should, before submitting a bid, carefully examine and understand the contents of each Part of this bid package including the Summary of Bid, Specifications, General Terms and Conditions (and any Appendices), the Non-Collusive Bidding Certificate. These documents set forth the character and quality of the work and materials to be provided by the bidder.

Bidders shall have (7) business days prior to the bid opening date to bring to the attention of the Town Clerk any errors or defects in these specifications which would prevent Bidder from providing a responsive bid.

Bidder must be fully qualified to deliver the goods specified in the Specifications. The town reserves the right to request references from other parties for which Bidder has provided similar goods.

Town of Yorktown

Bidder's Name: _____

BID PROPOSAL FORM

BID: One (1) NEW 2015 OR NEWER STEP VAN

PRICE BID:

(\$ _____ . _____ (figures)

_____ Dollars and _____ cents. (words)

Words shall control if there is a disparity between the above words and numbers.

The price set forth above shall remain valid for one (1) year from the date of bid award.

Price bid must cover all of bidder's costs. There shall be no additional charges to the Town for delivery, set-up, etc. Delivery location is 1080 Spillway Road, Shrub Oak, NY 10588.

The undersigned, on behalf of the vendor, certifies that: (1) the person whose signature appears below is legally empowered to bind the company in whose name the bid is entered; (2) he has read the complete Request for Bid and understands all provisions; (3) if accepted by the Town, this bid is guaranteed as written and will be implemented as stated; (4) by submitting its bid, Bidder agrees to all the terms of this Bid document, including but not limited to, each and every provision of the General Terms and Conditions of Bid; (5) mistakes in writing of the submitted bid will be the bidder's responsibility; and by submission of this 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 state finance law.

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

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

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

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 -

GENERAL TERMS AND CONDITIONS OF BID

<u>Article Numbers</u>	<u>Heading</u>
I.	QUALITY AND SAMPLES
II.	INTERPRETATION AND APPROVAL
III.	NON-COLLUSION
IV.	BID QUOTATIONS
V.	LATE BIDS
VI.	BID OPENING
VII.	ACCEPTANCE OR REJECTION
VIII.	AWARD
IX.	NOTICE OF AWARD
X.	DELIVERY POINT
XI.	DATE OF DELIVERY
XII.	DAMAGES
XIII.	WARRANTY/GUARANTEEE
XIV.	PURCHASE OF ADDITIONAL QUANTITIES OF BID ITEMS
XV.	BREACH OF CONTRACT AND TERMINATION
XVI.	ASSIGNMENT PROHIBITED
XVII.	REPRESENTATIONS AS TO REVISIONS OF SOLICITATIONS
XVIII.	SPECIAL REQUIREMENTS

I. **Quality and Samples**

- 1.1 All equipment, material and supplies bid upon must conform to the description and specifications stated in the bid document, or their reasonable equivalent. References to type, style, trade name, and catalog are intended to be descriptive only and not restrictive.
- 1.2 If Bidder proposes to furnish the items specified in the bid document, Bidder shall fill in the unit price and the total price in the appropriate spaces on the bid form included herewith.

II. **Interpretation and Approval**

- 2.1 No interpretation of the meaning of the bid document will be made to any bidder orally. Any request for such interpretation shall be made not later than five (5) working days prior to the date fixed for the opening of bids and must be made in writing, addressed to:

Alice Roker, Town Clerk
Town of Yorktown
363 Underhill Ave.
Yorktown Heights, NY 10598

Notice of any and all such interpretations and any supplemental instructions will be served upon all bidders of record by the Town Clerk in the form of addenda to the bid specifications. All addenda so issued shall become a part of the bid document.

- 2.2 Interpretation of the bid specification shall be decided by Town Clerk. The Town Clerk's decision shall be final and binding on all parties.

III. **Non-Collusion**

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 this bid document. Failure by Bidder to complete and sign the non-collusive bidding certificate will constitute grounds for rejection of the bid proposal by Town.

IV. **Bid Quotations**

Unit price and total price of each item quoted shall be written in ink, or typed, in the space opposite the name of the item listed on the bid proposal form.

No bids will be considered acceptable unless properly made out on the bid proposal forms provided by Town and signed by Bidder in ink.

In the event of a discrepancy between the unit price and the total price of the bid proposal form, the unit price will govern. All prices must be quoted "per unit" quantity specified. (e.g. do not quote "per case" when "per dozen" is requested). 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. Failure to comply with the provisions of this paragraph may be grounds for rejection of the bid proposal by Town.

V. **Late Bids**

Bid proposals that arrive after the time stated for the opening of bids shall not be accepted, and will be returned to Bidder unopened. Whether sent by mail or by means of personal delivery, Bidder assumes responsibility for having its bid delivered on time at the place specified in the legal notice.

VI. **Bid Opening**

Sealed Bids will be publicly opened on the date, day and time specified in the notice included in the bid documents. Bids may be read aloud to those persons present when practicable. Any Bidder may request to review the bid proposals submitted by arranging a mutually convenient time when bids may be reviewed with the Town Clerk.

VII. **Acceptance or Rejection**

The Town reserves the sole right to waive any informality, to reject any or all bids, and Town's decision shall be final and binding on all parties.

VIII. **Award**

Awards will be made to the responsible bidder submitting the lowest bid that fully complies with all the specifications stated in the bid document.

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, unless Bidder expressly states in its bid that acceptance thereof must be made within a shorter specified time.

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.

IX. **Notice of Award**

If the bid is accepted by Town, successful bidder (also referred to herein as "Vendor") will be notified in writing by the Town Clerk. Bidder will be required to submit a fully completed W-9 form with its first invoice.

X. **Delivery Point**

Deliveries shall be made in accordance with the specifications, and shall be made Monday through Friday from 7:30 a.m. to 2:30 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.

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.

XI **Date of Delivery**

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 be considered when determining responsiveness in awarding the bid.

XII. **Damages**

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. Town shall notify Bidder of damaged or defective goods in writing within ten (10) business days from the date of delivery. This remedies available to the Town in this Article shall be in addition to available remedies provided in the Article entitled Breach of Contract, below.

XIII. Warranty/Guarantee

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

- 13.1 Except as noted in the Summary of Bid and the Specifications, all goods furnished in this bid proposal are guaranteed against defects in workmanship and/or material for a period of one (1) year from the date of delivery to Town.
- 13.2 Except as noted in the Summary of Bid and the Specifications, 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.
- 13.3 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 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.

XIV. Purchase of Additional Quantities of Bid Items

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 forth herein.

XV. Breach of Contract/Termination

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.

XVI. **Assignment Prohibited**

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.

XVII. **Representations as to Revision of Solicitation**

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.

XVIII. **Special Requirements**

Special requirements for any bid proposal 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.

SPECIFICATIONS

CHASSIS:

- 2015 or newer forward control, dual rear wheels
- 25,500 GVWR, 208" W.B.
- Fiberglass Freightliner M2 style hood
- Rear axle ratio to give top speed of 65 mph
- Frame rails 5/16" thick x 2.81"x9.12" (minimum)
- Aerodynamic front bumper

ENGINE:

- Diesel powered, turbo, minimum 260 H.P., minimum 660 lbs. @ 1600 rpm
- Fan clutch must be designed to meet cooling requirements of drive engine including loads resulting from PTO operation
- Radiator must be sized to meet cooling requirements of drive engine including loads resulting from PTO operation
- Factory installed hour meter
- Dash mounted air filter restriction indicator
- 1000 watt block heater
- Factory installed air conditioning in cab area

EXHAUST:

- Horizontal exhaust exiting on left side, forward of rear wheels

CHASSIS ELECTRICAL:

- 12 volt system
- Alternator and charging system must be sized to meet the needs of the truck chassis as well as all included 12V accessories, i.e. exterior 12V scene lighting, amber safety lights (beacons, corner strobes, light bar, diesel fueled heater, back up camera, and 12V interior lighting), 270 amp alternator Leece-Neville or equivalent
- Dual 1400 cold cranking amp batteries
- Daytime running lights
- Dual electrical horns
- Back up alarm
- Intermittent windshield wipers
- Self-reset circuit breakers
- Standard am/fm radio

SUSPENSION:

- Rear axle: 20,000 # GWR
- Rear anti sway bar
- Synthetic gear lube

- Rear springs: 20,000 # rating, taper leaf
- Rear shock absorbers
- Front axle: 10,000 # rating, I-Beam
- Front springs: 10,000 # rated, taper leaf
- Front shock absorbers and anti-sway bar

TRANSMISSION:

- Allison 2500RDS, 5 speed automatic transmission with PTO provision
- Transmission oil cooler, air to oil and water to oil

BRAKES:

- Air brake system package with 4 wheel anti-lock
- Bendix air dryer with electric heater
- Air tank manual drain valves with cables

WHEEL/TIRES:

- Two (2) front, Goodyear or equal, steer design, 14 ply, 10R22.5
- Four (4) rear, Goodyear or equal all season, 14 ply, 10R22.5
- Hub piloted, Accuride or equal, 22.5"x8.25", 10 hole, steel disc wheels. Wheels shall be painted gray inside and out
- Two (2) Complete spare tires with rim - one (1) Front and one (1) Rear – rim to be painted gray

STEERING:

- Power steering with tilt steering column

FUEL TANK:

- 45 gallon, left side mounted fuel tank with port for accessory diesel heater fuel line

BODY:

- 22' aluminum step van body, 93" wide, 81" interior height
- 18' usable work area from bulkhead to rear doors (see attached drawing)
- R4 fiberglass body insulation
- Diesel sound reduction cowl
- Insulated cab floor mat
- LED tail, brake, backup and marker lights
- Interior wheel boxes for dual wheels
- Aluminum tread plate step wells
- Grip strut rear bumper with lower center section
- Grab handles mounted inside and out at driver, passenger and rear doors
- Anti-slip material in step wells
- The exposed edges of the floor at the back of the work area where the crew area meets the cargo area transition must be neatly finished and protected from wear with a heavy gage metal

edging. Edging must be constructed of stainless steel or have a corrosion and abrasion resistant finish

- Cargo floor shall be aluminum tread plate and sprayed with black Rhino lining (or approved equal)
- An access hole must be provided to enable inspection and maintenance of fuel sending unit
- Rear bi-fold swing doors with four (4) aluminum, offset hinges. Inner two (2) doors shall have windows
- Keyed door locks on all doors
- Shelving: Two (2) Weatherguard Model 202-3 Parts cabinet (customer to install)
- Shelving: Aerosol can holder with minimum three (3) holes (customer to install)
- High capacity front heater
- Sliding drivers and passenger doors with crank windows
- Kemlite translucent ceiling panel, 24" wide, full length
- Safety vision backup camera system with dash mounted color monitor, auto on in reverse, manual on/off switch
- Four (4) Whelan amber LED beacon lights mounted on roof. Two (2) shall be mounted towards the front of the truck and two (2) shall be mounted towards the rear. Lights shall be controlled with a dash-mounted switch
- One (1) amber, LED light bar mounted over back door. Light bar must have minimum length of 44" and be equipped with multiple lighting programs, including but not limited to sweep left, sweep right, and various flashing options. Light bar must be operated with a dash-mounted controller
- Four corner Whelen strobe lighting system shall be incorporated into front and rear bumper lighting and shall be controlled with a dash mounted switch
- Four (4) 12 volt 15K Lumen LED work lights must be surface mounted to the side of the van body. (see attached drawing for mounting locations)
- Two (2) 12 volt 20K Lumen LED work lights must be mounted above the rear doors of the van body. The lights must be able to be aimed. (see attached drawing for mounting locations)
- Two (2) 240 volt floodlights, Havis-Shield Magnafire 3000, 900 watt or approved equal, wired to a dedicated external lighting circuit with separate switching. Lights must be installed on side mount, push up style telescopic poles. Poles shall be constructed of anodized aluminum and must be capable of extending up a minimum of 40" (see attached drawing for mounting locations)
- Interior dome LED lights, one (1) over driver's seat, one (1) over the passenger seat, and one (1) in crew area, switched separately
- Three (3) 12V LED ceiling work lights in rear compartment with three way switching (see attached drawing for mounting locations)
- Six (6) 120V twin lamp four foot vapor tight T-8 florescent ceiling work lights in rear compartment with three way switching. One (1) 120V twin lamp 2 foot T-8 florescent ceiling light in the crew area with wall mounted switch (see attached drawing for mounting locations)

- Two (2) 120V, 20A duplex receptacles must be installed in the crew area as shown on the attached drawing. Two (2) 120V, 20A quad receptacle must be installed in the crew area as shown on the attached drawing. One (1) 240V, 30A watertight twist-lock receptacle must be mounted on the curbside of the van body as shown on the attached drawing
- Two (2) 120V 20A wall receptacles mounted outside with GFI and weather covers
- An electrical panel must be mounted in the work area as shown on the attached drawing. Only GFI circuit breakers shall be used. A minimum of two (2) 120V, 20A circuits must be provided for electrical wall receptacles. One (1) sufficiently sized 240V circuit must be provided for the external lighting listed above. One (1) sufficiently sized 120V circuit must be provided for the internal lighting listed above. One (1) 240V, 30A circuit must be provided for the twist-lock receptacle listed above
- PVC conduit or PVC raceways must be used to neatly run the necessary wires for the various receptacles, internal and external lighting fixtures, and switches
- Dual west coast stainless steel heated sideview mirrors with dual stainless steel 8" convex mirrors
- 10" convex rear crosswalk mirror
- Dual interior sun visors
- Front seats, left and right, high back with pedestal locks, retractable 3 point seat belts and arm rests
- The walls and ceilings of crew area and work area must be insulated with R4 fiberglass insulation and finished as follows: The sidewalls, rear doors and ceiling must be constructed of 3/8" plywood and covered with a protective washable chemical resistant laminate. The laminate on the walls and ceiling of the work area must be void of any seams or exposed screws for easy cleaning
- The crew area must be equipped with two (2) custom built flip-up bench seats. Bench seats shall be equipped with vinyl cushions and storage cabinets beneath the seats. Cabinets shall be constructed of 3/4" 7-ply cabinet grade plywood with exterior finish matching wall laminate (see attached drawing for dimensional information)
- There shall be a minimum of four (4) feet of empty crew area between the bulk head sliding door and the back of the driver and passenger seats (extended crew cab area)
- Bulkhead: aluminum center sliding door with latching handle and 12"x18" acrylic window with aluminum mesh cover
- Bulkhead to be mounted approx. 18' from the rear doors of the van
- ABS document holder on engine cover
- Table/desk, installed at dash height on right side of cab
- Two (2) manually operated fresh air vents in front, one on left side forward of drivers door and one on right side forward of passenger door
- Two (2) manually operated fresh air vents in rear, one on left and one on right side panels
- Body side panel stiffeners
- 12" grip strut rear bumper with 6" center drip step

- LED marker lights
- Passenger area cab acoustical package with carpet covered bulkhead
- Aluminum skin, 030" thick, on inside of rear doors
- 24" on center walls studs
- Double front cone holders mounted on front bumper at frame ends
- Extension ladder holder mounted on left exterior panel, painted to match truck
- Dash mounted glove box
- Rear mud flap, no logo
- 36"x16"x19" outside compartment on road side for storage of gas cans, compartment shall be vented to the outside only
- Workbench, 48" wide by 30" deep with 1 3/8" hardwood top. Shall be constructed over hose reel for compressor (see attached drawing for location)
- 3 H.D. package shelves located on left side, starting from bulkhead one above the other, 17" deep 84" long, 1" lip on end, triangle gussets on ends, each row 18" above the other
- Diesel fired heater. Heater must be located behind the bulkhead on the passenger side and enclosed in an aluminum box. There shall be two discharge vents, one towards the cab and one towards the cargo area. Webasto model Air Top EVO 5500 or approved equal
- A generator shelf accessed from the outside (passenger side) with a mounted Honda EM 5000 SX generator
- Frame and body undercoated for corrosion protection
- Two (2) wheel chocks with integrated storage areas behind rear wheels

DRAWINGS:

- All proposals shall include vehicle drawings

COLOR/LETTERING/TAPING:

- White above rub rail/blue below rub rail. Upon approval of colors available. Customer to be notified (914) 245-6111 for final color coordination and approval.
- Two (2) 3M reflective blue 12 inch block lettering saying "Yorktown Water" on both sides of body
- DOT reflective red and silver conspicuity tape

WARRANTY:

- Diesel engine – two (2) years unlimited miles
- Allison automatic transmission – three (3) years unlimited miles
- Body/chassis – two (2) year 24,000 miles

OPTIONS:

- Engine extended warranty – 5 year/100,000 miles
- Allison transmission extended warranty – 5 years unlimited miles

- Air compressor PTO driven Boss model #8060 air compressor producing 100 cfm at 120 psi or approved equal. Compressor shall be mounted between frame rails, completely installed and ready for operation with Reelcraft retractable hose reel including 50' of 1" high pressure air hose. Reel shall be installed in a road side, outside accessible compartment

NON-COLLUSIVE BIDDING CERTIFICATION

Made pursuant to Section 103-d of the General Municipal Law of the State of New York. By submission of this bid, Bidder and each person signing on behalf of Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

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)