

**TOWN OF YORKTOWN  
PROCUREMENT BID**

**INSTRUCTIONS 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 Thursday, February 24, 2022 at Town Hall, 363 Underhill Avenue, Yorktown Heights, N.Y. 10598 for various **Water Maintenance Materials** as set forth in the in the Bid Documents, or their approved equal or equivalent. Copies of the Bid Documents will be available in the office of the Town of Yorktown Town Clerk located at 363 Underhill Avenue, Yorktown Heights, NY 10598. A completed Bid Proposal Form must be returned to the Town Clerk, 363 Underhill Avenue, Yorktown Heights, NY 10598, marked:

**“Bid: Water Maintenance Materials.”**

The Bid Documents consists of the following documents:

1. **Instructions to Bidders**
2. **Part One** Bid Proposal Form
3. **Part Two** General Terms and Conditions of Bid
4. **Part Three** Specifications
5. **Non-Collusive Bidding Certificate**

A submitted bid will consist of

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

Diana Quast, Town Clerk  
Certified Municipal Clerk  
Town of Yorktown

**TOWN OF YORKTOWN  
PROCUREMENT BID**

**PART ONE**

**BID PROPOSAL FORM**

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

**Water Maintenance Materials**

All equipment, material and supplies bid upon must conform to the description and specifications set forth in the in the Bid Documents, or their approved equal or equivalent.

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

\_\_\_\_\_

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

**Prices in the bid must cover all of bidder's costs. There shall be no additional charges to the Town for delivery, training, set-up, etc.**

Name of person authorized to submit bid— *must be corporate officer with authority to bind 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: \_\_\_\_\_@\_\_\_\_\_

**PART ONE: TOWN OF YORKTOWN PROCUREMENT BID PROPOSAL FORM**

**ITEM 1: Kennedy K81 AW Screw-In Replacement Hydrants**

SIZE	4 1/2"	4 1/2"	5 1/4"	5 1/4"	
BURY DEPTH	5 FOOT	6 FOOT	5 FOOT	6 FOOT	
COST					

**ITEM 1A: Mueller A421& A423 Hydrants Ductile Iron**

SIZE	4 1/2"	4 1/2"	5 1/4"	5 1/4"	
BURY DEPTH	5 FOOT	6 FOOT	5 FOOT	6 FOOT	
COST					

**ITEM 2: Mueller / Kennedy Resilient Wedge MJ DI Gate Valves**

SIZE	6"	8"	10"	12"	16"	24"	
COST							
MAKER							

**ITEM 2A: Powerseal Cut-In Sleeve Model #3520 w/Accessory Kit**

SIZE	4"	6"	8"	10"	12"	
COST						

**ITEM 3: Smith Blair Style 441 Malleable Iron Couplings**

SIZE	6"	8"	10"	12"	16"	24"	
COST							

**ITEM 4: Powerseal All Stainless Repair Couplings 3121 AS**

SIZE	2" x 8"	2" x 10"	2" x 12"	6" x 8"	6" x 10"	6" x 12"	
COST							

**ITEM 4: Powerseal All Stainless Repair Couplings 3121 AS (CONTINUED FROM ABOVE)**

SIZE	8" x 8"	8" x 12"	10" x 12"	12" x 12"	16" x 16"	24" x 16"	
COST							

**ITEM 4A: Powerseal All Stainless Repair Couplings 3131 AS with 1" c.c.**

SIZE	2" x 8"	2" x 10"	2" x 12"	6" x 8"	6" x 10"	6" x 12"	
COST							

**ITEM 4A: Powerseal All Stainless Repair Couplings 3131 AS with 1" c.c. (CONTINUED FROM ABOVE)**

SIZE	6" X 16"	6" X 24"	6" X 30"	
COST				

<b>ITEM 4A: Powerseal All Stainless Repair Couplings 3131 AS with 1" c.c. (CONTINUED FROM ABOVE)</b>							
SIZE	8" x 8"	8" x 12"	8" x 16"	8" x 24"	8" x 30"		
COST							
<b>ITEM 4A: Powerseal All Stainless Repair Couplings 3131 AS with 1" c.c. (CONTINUED FROM ABOVE)</b>							
SIZE	10" X 12"	10" X 16"	12" X 12"	16" X 16"	24" X 16"		
COST							
<b>ITEM 5: Cement Lined Ductile Iron Pipe-Push-on Joint - Price Per Foot</b>							
SIZE	6"	8"	10"	12"	16"	24"	
COST							
<b>ITEM 6: Type "K" Copper Water Tube - Price Per Foot</b>							
SIZE	¾"	1"	1.25"	1.5"	2"		
COST							
<b>ITEM 7: Mueller #H15214N Curb Cocks</b>							
SIZE	¾"	1"	1.25"	1.5"	2"		
COST							
<b>ITEM 7A: Mueller #H1500N Cast Copper Alloy Corporation</b>							
SIZE	¾"	1"	1.25"	1.5"	2"		
COST							
<b>ITEM 7B: Mueller #H15219N Compression Curb Stop</b>							
SIZE	¾"	1"	1.5"	2"			
COST							
<b>ITEM 7 C: Mueller #H15008N Compression Corp</b>							
SIZE	¾"	1"					
COST							
<b>ITEM 7D: Mueller #H15013N Compression Corp.</b>							
SIZE	1.5"	2"					
COST							
<b>ITEM 7E: Mueller #H15400N 3 Part Union Flare to Flare</b>							
SIZE	¾"	1"	1.25"	1.5"	2"		
COST							
<b>ITEM 7F: Mueller #H15403N Compression Union</b>							
SIZE	¾"	1"	1.25"	1.5"	2"		
COST							

<b>ITEM 8: Mueller Curb Boxes with Rods</b>								
Style /Size	H10386		H10314					
COST								
<b>ITEM 9: Main Valve Boxes, 5 ft., Slide Type, with Lid Marked "Water"</b>								
COST								
<b>ITEM 9A: Main Valve Box Top 2 ft.</b>								
COST								
<b>ITEM 9B: Main Valve Box Lids 5 1/4" Marked "Water"</b>								
COST								
<b>ITEM 10: Fixed Valve Box Risers or Rite Heights 5 1/4"</b>								
SIZE	1"	1.5"	2"	3"				
COST								
<b>ITEM 11: Hymax Couplings Series 2000</b>								
SIZE	2"	4"	6"	8"	10"	12"	16"	24"
COST								
<b>ITEM 12: Mueller Safety Flange Repair Kit A300 &amp; A301</b>								
SIZE	A300 4 1/2 MVO			A301 5 1/4 MVO				
COST								
<b>ITEM 13: Kennedy Collision Repair Kit #K8149 for 4 1/2 MVO &amp; 5 1/4 MVO</b>								
SIZE	4 1/2 MVO			5 1/4 MVO				
COST								
<b>ITEM 13A: Mueller Super Centurion Fire Hydrant Extension Kit A-319 4 1/2 MVO &amp; A-320 5 1/4 MVO</b>								
	A-319 4 1/2 MVO				A-320 5 1/4 MVO			
SIZE	6"	12"	18"		6"	12"	18"	
COST								
<b>ITEM 13B: Heavy Duty Fiberglass Hydrant Markers 5 ft. standard marker, flat bracket w/spring</b>								
COST								
<b>ITEM 14: Curb Box Extension with Set Screw for 1" Curb Box</b>								
SIZE	3"	6"	9"	12"				
COST								

<b>ITEM 14A: Mueller Curb Box Lids Two-hole H10310-89982</b>						
<b>COST</b>						
<b>ITEM 15: Foster Adaptor Kit (Mechanical Joint Adaptors)</b>						
<b>SIZE</b>	<b>4"</b>	<b>6"</b>	<b>8"</b>	<b>10"</b>	<b>12"</b>	
<b>COST</b>						
<b>ITEM 16: Positive Displacement Meters (LESS COUPLINGS) w/ Radio Automated Metering Infrastructure System</b>						
<b>SIZE</b>	<b>5/8"x3/4"</b>			<b>1"</b>		
	INDOOR SET MXU M2 sp/tc hr/leak det. 510	OUTDOOR SET MXU M2 pit sp/tc hr/leak det. 520	INDOOR SET MXU M2 sp/tc hr/leak det. 510	OUTDOOR SET MXU M2 pit sp/tc hr/leak det. 520		
<b>COST</b>						
<b>ITEM 17: 510M Smartpoint M2 TC SP Single Port Touch Coupler (House MXU Only)</b>						
<b>COST</b>						
<b>ITEM 18: 520M Smartpoint M2 Pit Ver. Single Port Touch Coupler (Meter Pit MXU Only)</b>						
<b>COST</b>						
<b>ITEM 19: iPERL Touchpad for 510M Radio</b>						
<b>COST</b>						
<b>ITEM 20: iPERL Smart Water Meter (Electromagnetic Flow Measure Sytem)</b>						
<b>SIZE</b>	<b>5/8" X 3/4"</b>			<b>1"</b>		
<b>COST</b>						
<b>ITEM 21: 20" Round Meter Pit Covers with Remote Hole with 15" Touch Read Lid</b>						
<b>COST</b>						
<b>ITEM 22: Straight Meter Installation Couplings</b>						
<b>SIZE</b>	<b>5/8" X 3/4"</b>			<b>1"</b>		
<b>COST</b>						
<b>ITEM 23: 2" Extension Rings (for 20" cover with 24" meter pit)</b>						
<b>COST</b>						
<b>Item 24: 3-Ply Remote Wire Copper - Price per Foot</b>						
<b>COST</b>						
<b>ITEM 25: Stargrip Series 3000 Mechanical Joint Wedge Action Restraining Glands with Accessory Pack</b>						
<b>SIZE</b>	<b>6"</b>	<b>8"</b>	<b>10"</b>	<b>12"</b>		
<b>COST</b>						
<b>ITEM 26: Anti Rotation T-Bolts</b>						
<b>SIZE</b>	<b>3/4" x 4"</b>		<b>3/4" x 6"</b>			
<b>COST</b>						

-END OF BID PROPOSAL FORM -

**TOWN OF YORKTOWN  
PROCUREMENT BID**

**PART TWO**

**General Terms and Conditions of Bid**

<u>Section Numbers</u>	<u>Heading</u>
Section 1.	Bid Proposal Form
Section 2.	Quality and Samples
Section 3.	Request for information and/or clarification of the Bid Documents
Section 4.	Non-Collusion
Section 5.	Late Bids
Section 6.	Bid Opening
Section 7.	Acceptance and Rejection
Section 8.	Appeal of Determination of Non-Responsiveness and Non-Responsibility
Section 9.	Award
Section 10.	Notice of Award
Section 11.	Delivery Point
Section 12.	Date of Delivery
Section 13.	Damages
Section 14.	Warranty/Guarantee
Section 15.	Purchase of Additional Quantities of Bid Items
Section 16.	Breach of Contract/termination
Section 17.	Assignment Prohibited\
Section 18.	Special Requirements



Section 1. **Bid Proposal Form**

- 1.1 Bidder shall complete the Bid Proposal Form by filling in the unit price and the total price in the appropriate designated spaces. Unit price and total price of each item bid shall be written legibly in ink, or typed. All bids shall be signed in ink. Any erasures or alterations shall be initialed in ink by the signer. The completed Bid Proposal Form shall be submitted, along with any documentation in support of the bid proposal if required by the Bid Documents, in a sealed envelope addressed as required in the Invitation to Bidders on or before the time and at the place so designated. Any Bid Proposal Form which has been materially altered in any way may render the bid nonresponsive and the bid rejected.
- 1.2 In the event of a discrepancy between the unit price and the total price of the Bid Proposal Form, the unit price will prevail. All prices must be quoted “per unit” quantity specified. All items not bid shall be indicated as “not bid” in the total price space. When bids are requested on a lump sum basis, bidder must bid on each item in the lump sum group. A bidder desiring to bid “no charge” on an item in a group must so indicate.
- 1.3 Failure to comply with the provisions of this section may be grounds for rejection of the bid proposal.
- 1.4 Correction or withdrawal of a bid because of an inadvertent, non-judgmental mistake in the Bid Proposal Form requires careful consideration to protect the integrity of the competitive bidding process, and to ensure fairness. If the mistake is attributable to an error in judgment, the Bid Proposal Form may not be corrected. Bid correction or withdrawal by reason of the non-judgmental mistake is permissible at the sole discretion of the Town Clerk, but only to the extent that it is not contrary to the interests of the Town or the fair treatment of other bidders.
- 1.5 By signing the Bid Proposal Form, the bidder certifies that:
  - i. the person whose signature appears below is legally empowered to bind the bidder;
  - ii. the bidder has read the complete Bid Documents and understands and agrees to all terms and conditions set forth in the Bid Documents;
  - iii. if accepted by the Town, the bid is guaranteed as written and will be implemented as stated;
  - iv. By submission of the bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law.<sup>1</sup>

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

Section 2. **Quality and Samples**

- 2.1 All equipment, material and supplies bid upon must conform to the description and specifications set forth in the in the Bid Documents, or their approved equal or equivalent.
- 2.2 References in the Bid Documents to type, style, brand or trade name, and catalog are intended to be descriptive only and not restrictive.

Section 3. **Request for information or interpretation and/or clarification of the Bid Documents**

- 3.1 Bidders shall have seven (7) business days prior to the bid opening date to notify the Town Clerk in writing of any errors or defects in the Bid Documents which would prevent bidder from providing a responsive bid.
- 3.2 No interpretation of the Bid Documents will be made to any bidder orally by any representative of the Town.
- 3.3 Any request for information or interpretation and/or clarification of the Bid Documents must be addressed in writing to Diana Quast, Yorktown Town Clerk, 363 Underhill Avenue, Yorktown Height, NY 10598, and be submitted not later than five (5) business days prior to the date fixed for the opening of bids.
- 3.4 Any written response to a request for information or interpretation and/or clarification of the Bid Documents shall be issued by Town Clerk and will be incorporated into and made part of the Bid Documents. The Town Clerk's decision shall be final and binding on all parties. Such Addenda will be mailed to all prospective bidders. The failure of any bidder to receive such Addenda will not relieve the bidder of any obligation to comply with the terms and conditions of the Addenda.
- 3.5 If any questions or responses require revision to the bid solicitation as originally published, such revision will be by formal amendment only. If the solicitation includes a contact person for technical information, bidders are cautioned that any oral or written representation made by this or any other person that materially changes or appear to materially changes any portion of the solicitation must not be relied upon unless subsequently ratified by a written amendment to this solicitation. For determination as to whether any such representation requires an amendment, contact the Town Clerk.

Section 4. **Non-Collusion**

- 4.1 Bidder shall certify that it has complied with all of the requirements stated in the non-collusive bidding certificate by signing the form included in the Bid Documents. Failure by bidder to complete and sign the non-collusive bidding certificate will constitute grounds for rejection of the bid.

Section 5. **Late Bids**

5.1 All bids received after the deadline date and time stated in the Instructions to Bidders will not be considered and will be returned to the bidder unopened. The bidder assumes the risk of any delay in the mail and the handling of the mail by the employees of the Town. Whether sent by mail or by means of personal delivery, the bidder assumes all responsibility for having the bid delivered on time and to the place specified above.

Section 6. **Bid Opening**

6.1 Sealed bids will be publicly opened on the date and time specified in the Instructions to Bidders. Bids may be read aloud to those persons present when practicable. Any bidder may request to review any submitted Bid Proposal Forms by arranging a mutually convenient time with the Town Clerk.

6.2 The prices stated in the Bid Proposal Form are irrevocable until the Notice of Award is issued, unless the bid is withdrawn only after the expiration of sixty (60) days from the bid opening and only in writing received by the Town Clerk and in advance of the issuance of the Notice of Award.

Section 7. **Acceptance or Rejection**

7.1 A responsive bid is one that complies with all material terms and conditions of the Bid Documents.

7.2 If the lowest price bid or proposal is found non-responsive, a determination setting in detail and with specificity the reasons for such finding shall be issued by the Town Clerk. A copy of such determination shall be mailed to the non-responsive bidder no later than two (2) business days after the determination is made.

7.3 The Town reserves the sole right to waive any informality that is a matter of form rather than substance without prejudice to other bidders and what is in the best interests of the Town. The Town's decision shall be final and binding.

7.4 A responsible bidder is one which has the capability in all respects to perform fully the contract requirements and the business integrity to justify the award of public tax dollars

7.5 Bidder must be fully qualified to deliver the goods specified in the Bid Documents. The Town reserves the right to request references from other parties for which bidder has provided similar goods.

7.6 The Town will consider the qualifications of all bidders. The Town may conduct such investigation as it deems necessary to assist in the evaluation of any bid and establish the responsibility, qualification

and financial ability of the bidders to comply with the Bid Documents.

7.7 The Town reserves the right to reject the bid of any bidder which does not pass any such evaluation to the Town's satisfaction.

7.8 In evaluating a bidder's responsibility the Town may consider the following factors:

- i. financial resources;
- ii. technical qualifications;
- iii. experience;
- iv. organization, material, equipment, facilities, and personnel resources and expertise (or the ability to obtain them) necessary to carry out the work and to comply with required delivery or performance schedules, taking into consideration other business commitments;
- v. a satisfactory record of performance;
- vi. a satisfactory record of business integrity;
- vii. where the contract includes provisions for reimbursement of contractor costs, the existence of accounting and auditing procedures adequate to control property funds, or other assets, accurately delineate costs, and attribute them to their causes; and
- viii. compliance with requirements for the utilization of small, minority-owned, and women-owned businesses as subcontractors.

7.9 Failure of a bidder to provide relevant information specifically requested by the Town may be grounds for a determination of non-responsive and/or non-responsible.

Section 8. **Appeal of Determination of Non-Responsiveness or Non-Responsible**

8.1 Any determination that a bid is non-responsive or a bidder is non-responsible may be appealed as set forth herein.

8.2 A bidder shall have five (5) business days from receipt of the determination of non-responsiveness or non-responsible to file an appeal with the Town Clerk. Receipt of notice by the bidder shall be deemed to be no later than five (5) business days from the date of mailing or upon delivery, if delivered. Filing of the appeal shall be accomplished by actual delivery of the appeal document to the Town Clerk. The bidder shall also send a copy of its appeal, for informational purposes, to the Town Attorney.

- 8.3 The appeal shall be in writing and shall briefly state all the facts or other basis upon which the bidder contests the finding of non-responsiveness or non-responsible. Supporting documentation, if any, shall be included.
- 8.4 Award of the contract shall be stayed pending the determination of the Town Clerk unless the Town Clerk makes a determination that proceeding with the award without delay is necessary to protect substantial Town's interests. Where such a determination is made, the bidder shall be advised of this action in the determination of non-responsiveness or, if the stay is removed at any time after the bidder has been notified of determination of non-responsiveness or non-responsible, notification shall be provided to the bidder no later than two (2) business days after such determination is made. The Town Clerk shall consider the appeal, and may, in his or her sole discretion, meet with the bidder to discuss the merits of the appeal. The Town Clerk shall make a prompt determination with respect to the merits of the appeal, a copy of which shall be sent to the bidder. The Town Clerk's determination shall be final.

Section 9. **Award**

- 9.1 Town reserves the right to make awards within sixty (60) days after the date of the bid opening, during which period bids may not be withdrawn.
- 9.2 Awards will be made to the responsible and responsive bidder submitting the lowest bid that fully complies with all the specifications stated in the bid document.
- 9.3 The Town may issue a Notice of Award based on either Lowest Responsible Bid or Best Value, in accordance with the 2012 amendments to General Municipal Law § 103, as implemented by Yorktown Town Code Chapter 78 entitled *Procurement for Goods and Services*.
- 9.4 Town reserves the right to reject all bids and to purchase any or all items on contracts awarded by agencies or departments of the State of New York or of the County of Westchester, if such items can be obtained on substantially the same terms, conditions, specifications, and at a lower price.

Section 10. **Notice of Award**

- 10.1 If the bid is awarded by Town, a written Notice of Award will be issued by the Town Clerk to the successful bidder. Such Notice of Award will constitute a binding enforceable contract between the successful bidder and the Town of Yorktown.
- 10.2 Upon receipt of the Notice of Award the successful bidder will be required to submit to the Town Clerk a completed W-9 form in addition to any other information or documents required by the Town. Failure to supply a completed W-9 form or such other information or documents required by the Town will invalidate the bid.

Section 11. **Delivery Point**

- 11.1 Deliveries shall be made in accordance with the specifications, and shall be made Monday through Friday from 8 a.m. to 2 p.m. unless otherwise stated in the Specifications, at the location set forth in the Specifications. F.O.B., except on national, state or local holidays when Town buildings are closed. Bidder shall be responsible to verify that the appropriate Town building for delivery is open prior to delivering items. All bid items shall be unloaded and placed within the particular Town building, at points of delivery, and in quantities, as directed by the Town. Any costs incurred by the Town or bidder due to the failure of bidder to comply with this requirement will be the responsibility of bidder. Bidder should be prepared to furnish proof of delivery.
- 11.2 If bidder is shipping bid items to Town using a third-party carrier (US Postal Service, UPS, FedEx), there shall be no additional shipping charge to the Town.
- 11.3 Delivery will not be complete until the good are inspected and accepted by the Town.

Section 12. **Date of Delivery**

- 12.1 Delivery of all bid items under this bid shall be made not later than the date specified in the bid document. If bidder cannot meet the delivery date specified in the bid document, bidder shall state on the bid form the proposed date of delivery and such date will be considered when determining responsiveness in awarding the bid.

Section 13. **Damages**

- 13.1 Bidder shall be fully responsible for shipping and delivery of bid items in an undamaged condition. Bidder shall be fully responsible for performance of work in a satisfactory manner with satisfactory results in the discretion of the Town. Town will not consider the carrier responsible for damaged or delayed deliveries. Any bid item damaged or broken when delivered to Town shall be replaced immediately by bidder at no cost to the Town.

Section 14. **Warranty/Guarantee**

- 14.1 By submitting its bid, bidder is deemed to warrant and guarantee as follows:
- 14.2 All goods furnished in by the bidder are guaranteed against defects in workmanship and/or material for a period of one (1) year from the date of delivery, inspection and acceptance by the Town.
- 14.3 Any goods furnished must be standard, new, latest model of the regular stock product, as required by the specifications, with parts regularly used for the type of equipment offered.
- 14.4 No attachment or part will be substituted or applied contrary to manufacturer's

recommended and standard practice. All regularly manufactured stock electrical items must bear the label of the Underwriters Laboratories, Inc. It is the responsibility of bidder to advise Town in the Bid Proposal Form if electrical equipment to be furnished hereunder does not have a U.L. label. Any equipment provided under the bid proposal which is or becomes defective during the guarantee period shall be replaced or redone by bidder, free of charge. All replacements shall carry the same guarantee as the original equipment. Bidder shall make any such replacement promptly upon receiving written notice from Town.

Section 15. **Purchase of Additional Quantities of Bid Items**

15.1 Unless Town requests bidder to supply used goods or materials, Town may purchase additional quantities of the bid items from bidder at any time during the contract period, for the same price and under the same terms and conditions as set in the Bid Proposal Form.

Section 16. **Breach of Contract/Termination**

16.1 If bidder fails to deliver as ordered, or within the time specified, or within reasonable time as interpreted by Town, or fails to make replacement of rejected or defective goods, whether so requested immediately or as directed by Town, that shall constitute a breach of the contract, and Town may purchase goods from other sources to take the place of the goods rejected found defective or not delivered. Town reserves the right to authorize immediate purchase (within 24 hours) from other sources against rejections on any contract when necessary. On all such purchases bidder agrees to reimburse Town promptly for excess costs occasioned by such purchases. Should the cost be less, bidder shall have no claim to the difference. Such purchases may be deducted from the outstanding invoices or claims, or charged back against future invoices. Without limiting the foregoing, Town reserves the right to terminate the Contract upon breach upon within ten (10) days of notice provided to bidder.

Section 17. **Assignment Prohibited**

17.1 Bidder shall not assign, transfer, convey, sublet, subcontract or otherwise dispose of the contract or its right, title, or interest therein, or its power to execute such contract, to any other person, or entity without the prior written consent of Town.

Section 18. **Special Requirements**

18.1 Special requirements for any bid may supersede and/or be added to any provision contained in the instructions noted above. These instructions are to be considered an integral part of all bid proposals.

**PART THREE**

**GENERAL SPECIFICATIONS**

**PART THREE**

**GENERAL SPECIFICATIONS**

**For**

**Water Maintenance Materials**

All items must comply with the latest American Water Works Association (AWWA) standards and be compatible with the Town's water distribution system.

**General Specifications Relating to Fire Hydrants.**

**Fire Hydrants Shall:**

- \* Have threaded lower barrel for screwing into a Wood-Matthews shoe or elbow,
- \* Have two (2) 2 ½" hose outlets, NST and one (1) 4 ½" pumper nozzle, NST (National Standard Thread),
- \* Open left (counter clockwise),
- \* Have a minimum of two (2) coats of Electro Farrothane, Plastic Finish, No. 44 red paint or equal,
- \* Be serviceable through the bonnet,
- \* Be Guardian, K81AW Bronzed Lined, as manufactured by Kennedy Valve Co.

**ITEM 1: SCREW-IN REPLACEMENT HYDRANTS (Ductile Iron 4-1/2" & 5-1/4" Size) – 5 FT. & 6 FT.**

Kennedy K81 AW that fits, "Matthews" shoe.

**ITEM 1 A: HYDRANTS Ductile Iron 4 ½" & 5-1/4"**

Provide either Mueller Centurion 250 Model A421 or Mueller Centurion 250 Model A423 - barrel fire hydrants. The hydrants must have: 4 1/2" or 5-1/4" main valve opening; 6-inch mechanical joint inlet; operating nut to turn counterclockwise to open; two 2-1/2" hose nozzles; one 4-1/2" pumper nozzle; NST (National Standard Thread). Hydrants shall incorporate a breakable flange and a cast iron safety stem coupling at the ground line, designed to shear on severe impact. The hydrants shall conform to the AWWA Specifications for "Dry-Barrel Fire Hydrants" C502-80.

**ITEM 2: RESILIENT WEDGE MJ DI 6" 8" 10" 12" 16" 24" GATE VALVES**

Provide either Mueller or Kennedy, iron body, bronze mounted, ductile Iron Gate, with the resilient seat applied to the body or the gate and seated against a corrosion resistant surface. A metallic surface shall have the corrosion resistance of bronze or better. Supplied with complete "Mega-Lug" accessory package (glands, gaskets, shear bolts). The valves shall conform to the AWWA Specifications for "Resilient Seated Gate Valves for Water and Sewerage Systems" C509-87, and shall turn counterclockwise (opens left).



**ITEM 2A: POWERSEAL CUT-IN SLEEVE MODEL #3520 W/ACCESSORY KIT 4", 6", 8", 10", 12"**

Kit shall contain mechanical joint (MJ) gland, MJ rubber gasket and thread bolts and nuts.

**ITEM 3: MALLEABLE IRON COUPLINGS – Nominal 6" 8" 10" 12" 16" 24" Pipe**

Provide Smith Blair Style 441 malleable iron repair couplings to join pipes of up to 3/4" difference in outside diameter. Designed to join AC, Steel Cast Iron or Ductile Pipe with working pressure of 250 psi. **All Nuts and bolts are to be stainless steel.**

**ITEM 4: ALL STAINLESS REPAIR CLAMPS – Nominal 2" 6" 8" 10" 12" 16" 24" Pipe**

Provide Powerseal model # 3121AS. Full Circle Repair Clamps designed to fix steel, cast iron, ductile iron, asbestos cement and/or plastic pipes. **All Sleeves, Nuts and bolts are to be stainless steel.**

**ITEM 4A: ALL STAINLESS REPAIR CLAMPS – Nominal 2" 6" 8" 10" 12" 16" 24" Pipe**

Provide Powerseal model # 3131AS with 1" c.c. Full Circle Repair Clamps designed to fix steel, cast iron, ductile iron, asbestos cement and/or plastic pipes. **All Sleeves, Nuts and bolts are to be stainless steel.**

**ITEM 5: CEMENT-LINED DUCTILE PIPE- Nominal 6" 8" 10" 12" 16" 24" Push-on Joint**

Provide ductile iron pipe from either U.S. Pipe, American Cast Iron Pipe, Griffin Pipe Products, or Atlantic States CIP in nominal 18-foot laying lengths in thickness CLASS 52. This pipe must conform to the AWWA Specification C151/A21.51-91 and have a minimum working pressure of 350 psi. Each length must be provided with the appropriate standard push-on rubber-gasket joint with conductive pipe wedges that conforms to AWWA Specification C111/A21.11-90.

**ITEM 6: TYPE "K" COPPER WATER TUBE (PRICE / FOOT) Nominal 3/4", 1", 1-1/4", 1 1/2" & 2"**

**NOTE: ITEMS 7 THROUGH 7F – ALL BRASS TO BE “NO LEAD.”**

**ITEM 7: CURB COCKS – Nominal sizes 3/4", 1", 1-1/4", 1 1/2" & 2**

Provide service line valves as manufactured by Mueller H15214 in accordance with ASTM B62 or ASTM 584. The fittings must be Flair Type with CC THD, 1/4 turn check with drain. These valves must be compatible with the Town's existing equipment.

**ITEM 7A: CAST COPPER ALLOY CORPORATION - Nominal sizes 3/4", 1", 1-1/4", 1 1/2" & 2**

Provide service line valves as manufactured by Mueller H15000 in accordance w/ASTM B62 oo ASTM 584. The fitting must be flair type with AWWA taper thread.

**ITEM 7B: MUELLER COMPRESSION CURB STOP H15219 3/4", 1", 1 1/2", 2**

Shall have 1/4 turn check with drain.

**ITEM 7C: MUELLER COMPRESSION CORP H15008 3/4", 1"**

Shall have conductive compression connection for CTS O.D. tubing.

**ITEM 7D: MUELLER COMPRESSION CORP H15013 1 1/2", 2"**

Shall have conductive compression connection for CTS O.D. tubing.

**ITEM 7E: MUELLER 3 PART UNION FLARE TO FLARE H15400 3/4", 1", 1-1/4", 1 1/2" & 2**

Shall have flare-to-flare both ends.

**ITEM 7F: MUELLER COMPRESSION UNION H15403 3/4", 1", 1-1/4", 1 1/2" & 2**

Straight three-part union conductive compression connection for CTS tubing both ends.

**ITEM 8: CURB BOXES WITH RODS**

Provide extension type cast iron curb boxes with rods as manufactured by Mueller. "Large type" units shall be Model #H10386 and "small type" shall be Model #H10314. **Fully extended curb box shall be 60 inches. Rods are to be no greater than 2 feet.**

**ITEM 9: MAIN VALVE BOXES, SLIDE TYPE, WITH LID MARKED "WATER"**

Provide "Buffalo Type" adjustable main valve box, cast iron, 5-1/4" barrel size; the two-part type (nominal 3' bottom & 2' top) that "telescope" with a recessed cast iron insert lid marked "Water."

**ITEM 9A: MAIN VALVE BOX TOPS 2 FEET**

Provide "Buffalo Type" adjustable main valve box, cast iron, 5-1/4" barrel size; the two-part type (nominal 3' bottom & 2' top) that "telescope" with a recessed cast iron insert lid marked "Water."

**ITEM 9B: MAIN VALVE BOX LIDS 5 1/4 INCHES MARKED "WATER"**

Provide "Buffalo Type" adjustable main valve box, cast iron, 5-1/4" barrel size; the two-part type (nominal 3' bottom & 2' top) that "telescope" with a recessed cast iron insert lid marked "Water."

**ITEM 10: FIXED VALVE BOX RISERS OR RITE HEIGHTS 5 1/4"x1", 1 1/2", 2", 3"**

Risers shall fit standard 5 1/4" valve box type as identified in item 12. Provide "Buffalo Type" adjustable main valve box, cast iron, 5-1/4" barrel size; the two-part type (nominal 3' bottom & 2' top) that "telescope" with a recessed cast iron insert lid marked "Water."

**ITEM 11: HYMAX COUPLINGS SERIES 2000 2", 4", 6" 8" 10" 12" 16" 24"**

Coating shall have 100% fusion bonded epoxy for enhanced corrosion protection nominal thickness 14 mil. Nuts and bolts to be AiSi 304 stainless steel rolled thread and anti-gulling coating. Coupling shall have a Dynamic Deflection of up to 4° per side and have a working pressure of 260° PSI.

**ITEM 12: MUELLER SAFETY FLANGE REPAIR KIT A300 4 1/2 MVO, A301 5 1/4 MVO**

Kit shall consist of the following: (1) safety flange, (2) gaskets, (8) safety flange nuts and bolts, (1) safety flange o-ring, (1) bonnet/upper barrel o-ring, (1) 10.5 oz. hydrant lubricating oil, (1) stainless steel safety stem coupling, (2) clevis pins, (3) cotter pins, (1) instruction sheet.

**ITEM 13: KENNEDY COLLISION REPAIR KIT #K8149 FOR 4 ½ MVO AND 5 ¼ MVO**

Kit shall contain (1) stem breaking coupling, (2) breaking rings, (1) flange seal O-ring, (1) gasket hydrant cap, (1) pin bridge – 1/8”x 1 15/16” (lower), (1) cotter pin – 1/8”x 1 ¼” (upper), (2) clevis pins ½” x 2 ¼”, (8) screw hex heads plated ½” x 2 ¾”, (8) nut finished hexes plated ½”, (1) instruction sheet.

**ITEM 13A: MUELLER SUPER CENTURION FIRE HYDRANT EXTENSION KIT A319 4 ½ MVO & A320 5 ¼ MVO – 6” 12” 18”**

Extension kit consists of the following: (1) stem, (1) barrel, (1) stainless steel extension stem coupling, (1) extension flange, (1) bonnet/upper barrel O-ring, (3) gaskets, (2) bonnet/upper barrel O-rings, (8) bolts and nuts, (2) clevis pins, (3) cotter pins, (1) instruction sheet, (1) 10.5 oz. hydrant lubricating oil.

**ITEM 13B: HEAVY DUTY FIBERGLASS HYDRANT MARKERS 5 FT.**

Standard markers featuring red and white reflective shaft bands with flat bracket with spring for mounting directly to the hydrant flange bolt.

**ITEM 14: CURB BOX EXTENSION WITH SET SCREW FOR 1” CURB BOX 3”, 6”, 9”, 12”**

**ITEM 14A: MUELLER CURB BOX LIDS TWO-HOLE H10310-89982**

Extension type curb box with arch pattern base for 1/2“ through 2” curb valve.

**ITEM 15: FOSTER ADAPTOR (MECHANICAL JOINT ADAPTORS) 4”, 6”, 8” 10”, 12”**

To connect MJ fittings and valves. MJ foster adapter shall include accessory pack.

**ITEM 16: POSITIVE DISPLACEMENT METERS (5/8”x3/4” and 1”) each w/ RADIO AUTOMATED METERING INFRASTRUCTURE SYSTEM**

All meters, will be Sensus Electronic Communications (ECR) 5/8” to 1”, shall conform to the “Standard Specifications for Cold Water Meters” – C700, latest revision issued by AWWA. Positive displacement type meters with contactless positional encoder registers shall be provided. Registers must attach to meter maincase by security bolt that requires non-commercially available socket for its removal. Magnetic Drive, Sealed Register, Positive Displacement Type Oscillating Piston only.

The water transmitters shall be enclosed in a two-piece molded plastic housing. A model shall be available which is capable of being mounted on a wall, or a separate model which may be installed through the meter/vault lid. The Endpoints plastic housing shall incorporate a tamper resistant, waterproof connection, known as Touch coupler technology, allowing endpoints to be installed utilizing an existing Sensus Metering Systems touch pad with a two wire connection. The electronics of the transmitter shall be hermetically sealed in a High Density Polyethylene (HDPE) enclosure that is waterproof and provides an operating temperature range of –22°F to 185° F (–30°C to 85°C). Pit set transmitter shall have the ability to be completely submerged in water for the life of the product without any internal damage or malfunction. The two-piece enclosure must contain the unit components including, HDPE enclosure, battery, and wire connections. The unit shall be available with Touch coupler technology (or equivalent) that eliminates the need for wire connectors. The vendor shall be required to state its warranty and/or guarantee policy with respect to each item of proposed equipment. As a minimum, the meter interface unit electronics shall be warranted for twenty (20) years from the date of shipment for defects in materials and workmanship. Battery warranty shall be twenty (20) years from date of factory shipment, prorated after ten (10) years.

**ITEM 17: 510M SMARTPOINT M2 TC SP SINGLE PORT TOUCH COUPLER (HOUSE MXU ONLY)**

MXU transmitter used only with Sensus meters.

**ITEM 18: 520M SMARTPOINT M2 PIT SINGLE PORT TOUCH COUPLER (METER PIT MXU ONLY)**

MXU transmitter used only with Sensus meters.

**ITEM 19: iPERL TOUCHPAD FOR 510M RADIO**

Black attachment for 510M radio that will allow for wireless meter reading. It is wired to a single water meter and is read with an electronic touch gun.

**ITEM 20: iPERL SMART WATER METER (ELECTROMAGNETIC FLOW MEASURE SYSTEM)**

**5/8"x3/4" and 1"**

Electromagnetic flow meter compatible with AMR/AMI FlexNet radio automated metering infrastructure communication system. Shall conform to "Standard Specifications for Cold Water Meters" latest version C715 issued by AWWA. No moving parts, lead free composite alloy; equipped with smart water alarms: leak detection, reverse flow, empty pipe, magnetic tamper and low battery. Minimal pressure loss. Enhanced accuracy at low and high flows. Meter performance in linear over the entire flow range, remnant magnetic field technology. Compatible with FlexNet communication network. Hermetically-sealed electronic register with LCD display. Measuring device comprised of a composite alloy flow tube embedded with silver electrodes. 20-year accuracy warranty, 20-year battery life guarantee.

**ITEM 21: 20" ROUND METER PIT COVERS W/REMOTE HOLE WITH 15" TOUCH READ LID**

20" standard cover and ring. No hinge.

**ITEM 22: STRAIGHT METER INSTALLATION COUPLINGS (SPUDS)**

For 5/8" X 3/4" AND 1" METERS

**ITEM 23: 2" EXTENSION RINGS (FOR 20" COVER WITH 24" METER PIT)**

**ITEM 24: 3-PLY REMOTE WIRE COPPER – Price per Foot**

**ITEM 25: STARGRIP SERIES 3000 MECHANICAL JOINT WEDGE ACTION  
RESTRAINING GLANDS WITH ACCESSORY PACK 6", 8", 10" and 12"**

**ITEM 26: ANTI ROTATION T-BOLTS 3/4" x 4" and 3/4" x 6"**

Bolts are constructed from corrosion-resistant, high-strength low-alloy steel that conforms to ANSI/AWWA C111/A21.11. They feature a baked-on ceramic-filled fluorocarbon resin that holds up in high corrosive soil conditions.

**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 2018 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)