

REQUEST FOR PROPOSAL (RFP)
FOR AMBULANCE SERVICES

INSTRUCTIONS TO BIDDERS

NOTICE IS HERE GIVEN that sealed bids will be received by the Town Clerk, Town of Albion, NY until 12:00 P.M. on July 22, 2024 at Albion Town Hall, 3665 Clarendon Road, Albion, NY 14411 for Ambulance Services for the Towns of Albion, Barre, Carlton, Clarendon, Kendall and Murray, Orleans County. Copies of the Bid Documents will be available in the office of the Albion Town Clerk located at 3665 Clarendon Road, Albion, NY 14411, as well as each Town's website. A completed Bid Proposal Form must be returned to the Town Clerk, 3665 Clarendon Road, Albion, NY 14411, marked: "Bid: Proposal for Ambulance Services."

The Bid Documents consists of the following documents:

1. Instructions to Bidders
2. Part One Bid Proposal Form
3. Part Two Introduction, General Terms and Conditions of Bid
4. Part Three 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;
2. Signed and notarized Non-Collusive Bidding Certificate.
3. Ten (10) copies of the bid proposal.
4. Ten (10) copies of the ASP's Certificate of Need.

PART ONE
BID PROPOSAL FORM

The Towns of Albion, Barre, Carlton, Clarendon, Gaines, Kendall and Murray seek bids from qualified parties:

Your Company Name: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Total Cost: \$ _____

The price(s) set forth above shall remain valid for sixty (60) days from the date of bid award. All of bidder's costs must be factored into and incorporated in the bid price above. Prices in the bid must cover all of bidder's costs. There shall be no additional charges to the Town for delivery of services, training, set-up, etc. If the ASP must rent or purchase special equipment or facilities to perform the work, the ASP shall not bill additional fees for such rental costs.

Bidder represents that the rates set forth herein does not exceed its standard charge to all of its customers.

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 -

PART TWO

Project Introduction

The Orleans County Towns of ALBION, BARRE, CARLTON, CLARENDON, GAINES, MURRAY and KENDALL (hereinafter referred to as the municipalities or the Towns) are interested in receiving proposals from professional and qualified Ambulance Service Providers (hereinafter referred to as ASP) for emergency ambulance including Advanced Life Support Care (ALS) and Basic Life Support Care (BLS). The municipalities seek a multi-year contract for full coverage relating to all municipalities as described hereinabove.

Any ASP interested in providing the services described above are asked to submit 10 copies of its RFP response in a sealed envelope to the Town of Albion Town Clerk, Sarah Basinait, at 3665 Clarendon Road, Albion, NY 14411 no later than 12:00 noon on July 22, 2024.

General Terms and Conditions of Bid Section Numbers Heading

Section 1. Bid Proposal Form

Section 2. Pre-Bid Site Inspection

Section 3. Term

Section 4. Request for information and/or clarification of the Bid Documents

Section 5. Non-Collusion

Section 6. Late Bids

Section 7. Bid Opening

Section 8. Acceptance and Rejection

Section 9. Appeal of Determination of Non-Responsiveness and Non-Responsibility

Section 10. Award

Section 11. Notice of Award

Section 12. Certificate of Need

Section 13. Assignment Prohibited

Section 14. Special Requirements

Section 15. Minimum Service Specifications

Section 16. Omitted

Section 17. Representative Always Present

Section 18. Performance

Section 19. Insurance Requirements

Section 20. Indemnification

Section 21. Omitted

Section 22. Date of Delivery

Section 23. Omitted

Section 24. Omitted

Section 25. Breach of Contract/Termination

Section 26. Omitted

Section 27. Estimates and Payments

Section 28. Omitted

Section 29. Change in Contract Price

Section 30. Omitted

Section 31. Omitted

Section 32. Omitted

Section 33. Omitted

Section 34. Stopping Work

Section 35. Omitted

Section 36. Disputed Work – Notice of Claims For Damages

Section 1. Bid Proposal Form

1.1 The bidder shall complete the Bid Proposal Form by filling in the unit price and the total price in the appropriate designated spaces. The 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. 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 below is legally empowered to bind the bidder; ii. the bidder has read the complete Bid Documents and understands and agrees to all terms and conditions set forth in the Bid Documents; iii. if accepted by the Town, the bid is guaranteed as written and will be implemented as stated; iv. By submission of the bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law.1

1.6 The Towns are exempt from all federal, state and local taxes.

Section 2. Pre-Bid Site Inspection

2.1 The bidder shall satisfy itself by personal examination of the location of the proposed service area 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 Towns 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.

2.2 At the time of the opening of bids each bidder will be presumed to have inspected the service area and to have read and to be thoroughly familiar with the Bid Documents.

Section 3. Term

3.1 The Towns seek a multi-year contract, up to three (3) years, with a fixed amount for each year set forth in the bid response.

Section 4. Request for information or interpretation and/or clarification of the Bid Documents

4.1 The bidder shall have seven (7) business days prior to the bid opening date to notify the Town of Albion 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 Towns.

4.3 Any request for information or interpretation and/or clarification of the Bid Documents must be addressed in writing to Sarah Basinait, Albion Town Clerk, 3665 Clarendon Road, Albion, NY 14411, and be submitted no 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 the Albion 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 ASP of any obligation to comply with the terms and conditions of the Addenda.

4.5 The Bid Documents, including the drawings, 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 service 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 Towns 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 ASP discovers an error or omission in the Bid Documents, it shall immediately notify the Towns. The Towns will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bid Documents.

4.6 A bidder's 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 Towns. 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 people present when practicable. Any bidder may request to review any submitted Bid Proposal Forms by arranging a mutually convenient time with the Town of Albion 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 Towns reserve 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 Towns. The Towns' 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 Towns 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 Towns reserves the right to reject any bid if the evidence submitted by, or the investigation of such bidder fails to satisfy the Towns, in the Towns' 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 Towns 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 Towns reserve 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 Towns. Failure of a bidder to provide relevant information specifically requested by the Towns may be grounds for a determination of nonresponsive 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 Albion 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 Towns Attorneys.

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 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 Towns reserve 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 the responsible, qualified and responsive bidder submitting the lowest responsible bid or best value that fully complies with all the specifications stated in the Bid documents.

Section 11. Notice of Award

11.1 If the bid is awarded by Towns, a written Notice of Award will be issued by the Town Clerk to the ASP. Such Notice of Award will constitute a binding enforceable contract between the ASP and the Towns of Albion, Barre, Carlton, Clarendon, Gaines, Kendall and Murray. These General Terms and Conditions shall be incorporated into the contract as material terms.

11.2 The Towns 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.

11.3 Upon receipt of the Notice of Award the ASP 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 Towns. Failure to supply a completed W-9 form or such other information or documents required by the Towns will invalidate the bid.

Section 12. Certificate of Need

12.1 The ASP must provide a copy of its current unconditional Certificate of Need to provide services in the geographic area of the municipalities.

Section 13. Assignment Prohibited

13.1 The ASP 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 Towns. If such approvals are granted by the Towns, they shall in no way relieve the ASP 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. Minimum Service Specifications

15.1 The ASP must provide two (2) BLS ambulances (24/7) and one (1) ALS Fly Car (24/7).

15.2 Any contract must provide, pursuant to Public Health Law §3001, BLS and ALS services for the purpose of treating and transporting individuals who are ill or injured and found within

any municipality to a local area hospital, emergency room and/or health care facility requested by said individual, if appropriate, or as dictated by Department of Health protocols.

15.3 The bid response should include specific response times, and how those response times will be measured, keeping in mind that the municipalities require that maximum response time shall not be greater than time limits defined below for 90% of all responses in the municipalities and with the understanding that the use of the ALS Fly Car does not count towards these response times:

Priority One: 15 minutes.

Priority Two: 20 minutes.

Priority Three: 25 minutes.

15.4 The bid response shall identify the ASP staffing, training and certification (staff and age) as well condition and replacement periods for machinery and equipment. All personnel, supplies, capital equipment and business expenses are the responsibility of the ASP. The ASP must provide sufficiently trained and experience personnel to maintain, operate and administer the services required.

15.5 Because the Towns are desirous of a multi-year contract, the ASP is responsible for housing, facilities and a location and shall identify same in any RFP. The municipalities will not provide any housing, facilities or a location. Proposed location of facilities must be included in the bid response.

15.6 The ASP must respond to 911 mutual aid requests and shall provide backfill whenever an ambulance is dispatched to a 911 call within any of the municipalities.

15.7 The bid response must contain an obligation by the ASP to provide periodic (preferably monthly) call volume information and reports to each municipality.

15.8 The bid response must include a description of fleet size and location.

15.9 The Bidder should be willing to work with the BLSFR (Basic life support first response) agencies in the Towns with any training requests for continuing education.

15.10 The Bidder shall commit to reach an agreement with BLSFR agencies in the Towns for supply reimbursement.

Section 16. Omitted

Section 17. Representative Always Present

17.1 The ASP 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 Towns in the prosecution

and completion of the work in conformity with the contract, and shall have full authority to supply labor and services immediately.

17.2 The ASP, or its superintendent, shall attend periodic meetings with the Towns for the purpose of discussing expedition, execution and coordination of the work.

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 and materials requirements, including tolerances, shown in the Bid Documents.

Section 19. Insurance Requirements

19.1 The ASP, upon award of the contract, shall provide at its own cost and expense the following insurance to the Towns 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 Towns.

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 ASP and identify the contract number or description.

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

- i. Workmen's Compensation: The ASP shall evidence compliance with Workers' Compensation Law, or as otherwise directed by the Towns.
- ii. Commercial General Liability Insurance with minimum limits of liability per occurrence of \$1,000,000, , \$3,000,000.00 in the general aggregate for bodily injury and \$10,000,000.00 of umbrella coverage for each occurrence with the Towns named as an
- iii. 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.
- iv. If any of the insurance requirements are not complied with at their renewal dates, payments to the ASP will be withheld until those requirements have been met, or at the

option of the Towns, the Towns may pay the Renewal Premium and withhold such payments from any monies due the ASP.

v. If at any time any of the foregoing policies shall be or become unsatisfactory to the Towns, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Towns, the ASP shall upon notice to that effect from the Towns, promptly obtain a new policy, submit the same to the Towns for approval and submit a certificate thereof as herein above provided. Upon failure of the ASP to furnish, deliver and maintain such insurance as above provided, the contract, at the election of the Towns, may be forthwith declared suspended, discontinued or terminated. Failure of the ASP to secure and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the ASP from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the ASP concerning indemnification.

vi. 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 ASP until such time as the ASP shall furnish such additional security covering such claims as may be determined by the Towns.

Section 20. Indemnification

20.1 The ASP hereby agrees to indemnify and save harmless the Towns, their officers, employees, elected officials, and agents from and against all liability, loss or damage the Towns may suffer, arising directly or indirectly out of the contract between the ASP and the Towns. The ASP further agrees to provide defense 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 ASP to indemnify the Towns, their officers, elected officials, agents or employees from its or their sole negligence.

20.2 Neither the acceptance of the completed services nor payment therefore shall release the ASP from its obligation under this section.

Section 21. Omitted

Section 22. Date of Delivery

22.1 Delivery of all services included under this bid shall commence 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 be considered when determining responsiveness in awarding the bid.

Section 23. Omitted

Section 24. Omitted

Section 25. Breach of Contract/Termination

25.1 If contractor fails to deliver services as ordered, or within the time specified, or within reasonable time as interpreted by Town, whether so requested immediately or as directed by Towns, that shall constitute a breach of the contract, and Towns may arrange to have the work performed from other sources. Without limiting the foregoing, Town reserves the right to terminate the contract upon breach within ten (10) days written notice provided to the ASP.

Section 26. Omitted

Section 27. Estimates and Payments

27.1 The ASP will submit a requisition in writing of the amount and value of the services to be performed for that calendar year, no later than January 31, to each Town Clerk of each of the Towns, less any amount previously paid to the ASP.

27.2 Payment will be made only upon the written request of the ASP. Payment requests shall be processed by the Towns by March 15 of each year.

27.3 The amount payable by each municipality is to be broken down based upon the call volume percentage for each such municipality in the coverage area for the previous year.

Section 28. Omitted

Section 29. Change in the Contract Price

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

Section 30. Omitted

Section 31. Omitted

Section 32. Omitted

Section 33. Omitted

Section 34. Stopping Work

34.1 The Towns May Terminate:

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

1. If the ASP is adjudged bankrupt or insolvent,
2. If the ASP makes a general assignment for the benefit of creditors,
3. If a trustee or receiver is appointed for the ASP or for any of the ASP 's property,
4. If the ASP files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws,
5. If the ASP repeatedly fails to supply sufficient skilled workers or suitable materials or equipment,
6. If the ASP repeatedly fails to make prompt payments to vendors or for labor, materials or equipment,
7. If the ASP disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction,
8. If the ASP disregards the authority of the Towns, or
9. If the ASP otherwise violates in any substantial way any provisions of the Bid Documents or the Contract. The Towns may after giving the ASP seven (7) days written notice, terminate the services of the ASP. In such case the ASP 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 ASP. If such costs exceed such unpaid balance, the ASP shall pay the difference to the Towns.

B. Where the ASP's services have been so terminated by the Towns, the termination shall not affect any rights of Town against the ASP then existing or which may thereafter accrue. Any retention or payment of moneys due the ASP by Town will not release the ASP from liability.

Section 35. Omitted

Section 36 Disputed Work - Notice of Claims for Damages

36.1 If the ASP is of the opinion that any work required, necessitated, or ordered violates or conflicts with or is not required by the terms and provisions of the contract, he must promptly, within five (5) calendar days after being directed to perform such work, notify the Towns, in writing, of its contentions with respect thereto and request a final determination thereon. If the Towns determine that the work in question is contract and not extra work, or that the order complained of is proper, he will direct the ASP in writing to proceed and the ASP shall promptly

comply. In order, however, to preserve its right to claim compensation for such work or damages resulting from such compliance, the ASP must, within seven (7) calendar days after receiving notice of the Towns's determination and direction, notify the Towns, in writing that the work is being performed or that the determination and direction is being complied with, under protest. Failure of the ASP to so notify shall be deemed as a waiver of claim for extra compensation or damages therefore.

36.2 The ASP is bound by the provisions of all applicable laws, including but not limited to the General Municipal Law and the Towns Law, as related to the presentation of claims.

36.3 While the ASP is performing disputed work or complying with a determination or order under protest in accordance with this Article, in each such case the ASP shall furnish the Towns daily with three copies of written statements signed by the ASP's representatives at the site showing:

i. the name of each workman employed on such work or engaged in complying with such determination or order, the number of hours employed thereon, and the character of the work each is doing; and

ii. the nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such work or compliance with such order, and from whom purchased or rented.

36.4 The ASP shall carry on the work and maintain the progress schedule during all disputes or disagreements with the Towns. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the ASP and Town may otherwise agree in writing.

PART THREE

GENERAL SPECIFICATIONS

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)

Print Name

Title

State of New York)

Town of _____)ss.:

On the _____ day of _____ in the year 2024 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)