

ELMIRA WATER BOARD

ADVERTISEMENT

**NOTICE TO CONTRACTORS
FOR THE ELMIRA WATER BOARD SLUDGE REMOVAL**

PLEASE TAKE NOTICE, sealed bids for the sludge removal will be received until **1:00 P.M.** local time on **Tuesday, May 26, 2026** at the office of the Elmira Water Board, 261 West Water Street, Elmira New York 14901. Bids will be publicly opened and read aloud at that time.

Each bid must be made using the forms provided in the contract documents and shall be accompanied by a bank or certified check or a bid bond payable to the Elmira Water Board in the amount of 5% of the total bid as a guarantee that the bidder will enter into the contract if the project is awarded to the contractor. If upon acceptance of the bid, a bidder fails to enter into a contract with the Elmira Water Board, the bank or certified check or bid bond shall be forfeited to and become the property of the Elmira Water Board.

Prevailing wage rates shall be as determined by the New York State Department of Labor **PRC#: 2026011941**. A complete set of bid specifications may be reviewed at the office of the Elmira Water Board at 261 West Water Street, Elmira, New York. **Bid packets are available at the office of the Elmira Water Board or on the Elmira Water Board's website at www.elmirawaterboard.org.**

Bids must be submitted in sealed envelopes with the project name plainly written on the outside. No bidder may withdraw their bid within 45 days after the bid opening. The successful bidder must furnish performance and payment bonds, each in an amount at least equal to the total bid, with a surety authorized to do business in the State of New York.

Bidders are not to include in their bid, sales and compensating use taxes of the State of New York and of counties or cities on materials, equipment, and supplies to be incorporated into the project.

The General Municipal Law of the State of New York requires that bidders certify, under penalty of perjury, that the bids have been prepared without collusion with other bidder subcontractors, suppliers, etc.

The Elmira Water Board reserves the right to reject any or all bids offered.

GENERAL INSTRUCTIONS TO BIDDERS

PREPARATION OF BIDS: Each person making a Bid:

Certifies that he/she has fully informed themselves of the contents of the Bidding Documents by his/her personal examination of them;

Upon request each prospective Bidder will be given two complete sets of the Bidding Documents. One such set of the Bidding Documents shall be filled out by the Bidder and shall be submitted as the bid. Each set of Bidding Documents should contain:

- | | |
|-----------|--|
| Item #1. | The Advertisement for Bids |
| Item #2. | General Instructions to Bidders |
| Item #3. | Specifications for Sludge Removal |
| Item #4. | Site Aerial View |
| Item #5. | Statement of Bidder's Qualifications |
| Item #6. | Form for Submission of Bid |
| Item #7. | Bid Itemization Sheet |
| Item #8. | The Non-Collusive Bidding Certificate |
| Item #9. | The Waiver of Immunity |
| Item #10. | Iranian Energy Divestment Certification |
| Item #11. | Certification of Bidder regarding Equal Employment Opportunity |
| Item #12. | Statement on Sexual Harassment |

Each person preparing a bid shall set forth in the space provided at the end of the Form for Submission of Bid:

1. Their name and title
2. Their business address, email address, and telephone number
3. Their signature
4. The name of the person, firm, or corporation on whose behalf the bid is being made (if any)
5. The business address and telephone number of such person, firm or corporation (if not the same as 2 above)
6. The date

Each person preparing a bid shall sign the Non-Collusive Bidding Certificate, the Waiver of Immunity, Iranian Energy Divestment Certification, Certification of Bidder regarding Equal Employment Opportunity and Statement on Sexual Harassment. The Bidder's Qualifications form must also be completed and submitted with the bid.

The bid is to be submitted for the rehabilitation of Elmira Water Board Well as specified in the Specifications for Rehabilitation. Each price shall be typewritten, or written in ink, in words and in figures. Labeled spaces are provided for this purpose in the Form for Submission of Bid. In

the event that the price stated in words is not the same as the price stated in figures, the price stated in words shall be binding.

All prices quoted shall exclude all Federal, State, and Municipal taxes.

Each bid must be accompanied by an acceptable bid security in the amount of 5% of the highest bid amount. Cash is not acceptable as such security. The security must be payable to the Elmira Water Board. The security is to ensure that the Bidder, if successful, will:

1. Enter into a written Contract with the Elmira Water Board which contract will provide that the Bidder and the Elmira Water Board are to perform according to the terms and conditions set forth in the Bidding Documents; and
2. Furnish good and sufficient Bonds for the faithful performance of said Contract and payment of labor and materials.

If the successful Bidder fails or omits to execute the Contract or to furnish the Bonds within 15 days following the award of the Contract by the Elmira Water Board, the security shall be forfeited to the Elmira Water Board. Bid securities of all unsuccessful Bidders will be returned promptly after the execution of the contract.

Each bid shall be delivered to the Office of the Elmira Water Board at 261 West Water Street, Elmira, New York 14901, enclosed in an opaque, sealed envelope clearly labeled with the name of the Bidder and the title of the proposal as taken from the title page of the Bidding Documents.

BID OPENING AND AWARD:

All Bids will be opened and read at the time and place specified in the Advertisement for Bids. The award of the Bid will be based on the Bid amount set forth in the Bid Submission Form.

The Elmira Water Board may, in its discretion,

1. Permit a Bidder to withdraw his/her bid if a written request to withdraw the bid is received by the Elmira Water Board prior to the time set for the bid opening; or
2. Reject any bid which lacks prices on all items included in the proposal, or which in any other way is incomplete.

The Elmira Water Board reserves the right:

1. To reject any and all bids if in its opinion the best interest of the Elmira Water Board will be promoted thereby; and

Bid acceptance and award to the lowest responsible Bidder by the Elmira Water Board will be made as soon as practicable after the bid opening.

Following the award by the Elmira Water Board, a contract providing that the Bidder and the Elmira Water Board are to perform according to the terms, conditions, and specifications set forth in the Bidding Documents will be prepared by the Corporation Counsel for execution by both parties.

At or before the time of execution of the contract, the successful Bidder will be required to furnish a Performance Bond conditioned upon the faithful performance of the work in a manner satisfactory to the Elmira Water Board and a Labor/Materials Bond each in an amount equal to the contract amount. The Bonds must be approved by the Corporation Counsel.

The successful Bidder's failure or refusal to execute the contract or to furnish the Performance and Labor/Materials Bonds will cause the bid security to be forfeited to the Elmira Water Board.

Upon receipt of a Notice to Proceed, the successful Bidder has Ninety (90) days to complete the work.

Payment by the Elmira Water Board will be made in the manner set forth. Upon approval by an Elmira Water Board representative, the Elmira Water Board shall make payment within thirty (30) days of receipt of a final completion report and an invoice for the work performed.

All Bidders shall please take note that the Elmira Water Board is exempt from all sales tax.

Apprenticeship Programs: If the Elmira Water Board receives **identical bids** from two or more bidders, the Elmira Water Board will give preference to the bidder, if any, participating in one or more New York State Certified Apprenticeship Programs.

If this be a contract for the construction, maintenance and/or repair of public work and the total cost of all work to be performed under the contract is at least two hundred fifty thousand dollars, then all laborers, workers, and mechanics employed in the performance of the contract either by contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration. (Labor Law Section 22-h).

Iranian Energy Sector Divestment:

1. Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to

construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

(b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

2. Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a(3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

3. Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury.

(a) "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 NYS Finance Law Section 165-a(3)(b)."

The Elmira Water Board will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

4. Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Elmira Water Board reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

(1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

(2) The Elmira Water Board has made a determination that the goods or services are necessary for the Elmira Water Board to perform its functions and that, absent such an exemption, the Elmira Water Board would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the Elmira Water Board in writing and shall be a public document.

OBLIGATIONS OF SUCCESSFUL BIDDER: Each Bidder agrees, if awarded the Contract:

1. ASSIGNMENT: Not to assign or sublet the contract or any work covered by the contract without previous written permission from the Elmira Water Board.
2. PREVAILING WAGE RATES AND PAYROLL TRANSCRIPT RECORDS: Contractors will be required to adhere to prevailing New York State Labor Department and Federal Wage schedules in paying wages to employees. The prevailing wage schedules in effect at the time the work is performed shall be **PRC#: 2026011941**. Pursuant to Section 220, subdivision (3-a) of the Labor Law, the successful bidder to whom the Elmira Water Board awards the contract shall submit to the Elmira Water Board a transcript of its original payroll records within thirty (30) days of the issuance of said contract, and thereafter the contractor and subcontractor shall submit to the Elmira Water Board payroll records every thirty (30) days.
 - (a) Worker Notification: This provision is an addition to the existing prevailing wage rate law, Labor Law 220, subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the prevailing wage rate for their particular job classification on each pay stub*. It also requires contractors and subcontractors to post a notice at the beginning of the performance of every public work contract on each job site that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her particular job classification. The required notification will be provided with each wage schedule, may be downloaded from the website www.labor.ny.gov under the heading “Businesses” and then “Labor Standards” or made available upon request by contacting the Bureau of Public Work at 518-457-5589.
3. COMPLIANCE WITH LAW: To comply with and fulfill all laws, orders, ordinances, rules and requirements of Federal, State, City, County or other political subdivisions and of any other department, bureau of governmental authority; all applicable OSHA and New York State Labor rules, regulations, and statutes.
4. To perform all work and to furnish all materials in strict accordance with the Bidding Documents unless written orders, describing a specific deviation from the Bidding Documents, shall previously have been issued by the Elmira Water Board’s Engineering Department.
5. That the Elmira Water Board’s Engineering Department shall determine whether or not the performance is in accordance with the Bidding Documents.

- (D) Proof of Coverage of Insurance: The contractor shall furnish the Elmira Water Board certificates of all insurance, each of which shall contain the following provision: Such insurance shall not be canceled, terminated, modified or changed by either contractor or the Insurance Company, except on ten (10) days prior written notice sent by the Insurance Company via registered mail to the Elmira Water Board. Such notices shall be addressed to the Elmira Water Board, 261 West Water Street, Elmira, New York 14901.
- (E) Performance Bond and Materials/Labor Bond: The Successful Bidder will be required to furnish a Performance Bond or other security satisfactory to the Corporation Counsel and conditioned upon the faithful performance of the contracts for the amount of one Hundred (100) Percent of the Gross Sum Bid. The Bid Security will be returned to the Successful Bidder after he/she has executed the written Contract and provided a satisfactory Performance Bond. The successful Bidder must also furnish a materials/labor bond in an amount equal to the contract amount.
- (F) To the extent permitted by law, The contractor shall save and hold the Elmira Water Board and the City of Elmira harmless from and against all liability, claims and demands on account of personal injuries, bodily injuries and death (including, without limitation of the foregoing Workers Compensation) or property loss or damage of any kind whatsoever, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of this contract, regardless of whether such injury, loss or damage shall be caused by, or claim to be caused by, the negligence or other fault of the contractor, or of a sub-contractor, or of some other person; or by any agents or employees of any of the foregoing; or by accident; or otherwise.

The contractor shall, at his/her own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all action based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions.

DEFAULT & TERMINATION OF CONTRACT:

The contractor shall be considered in default of his contract and such default will be considered as cause for the Elmira Water Board to terminate the contract for the following reasons:

- a. Fails to comply with any term or condition of the contract.
- b. Fails to provide contract materials, supplies, or services (including delivery time) compliant with the specifications.
- c. Supplies unsuitable materials/goods or neglects or refuses to remove materials/goods or to deliver anew such materials/goods as may be rejected as unacceptable and unsuitable.
- d. Discontinues the delivery of materials/goods.

- e. Becomes insolvent, voluntarily or involuntarily files for bankruptcy, or commits any act of bankruptcy or insolvency.
- f. Allows any final judgment to stand against him unsatisfied for a period of ten (10) days or more.
- g. Makes an assignment for the benefit of creditors.
- h. Fails to timely pay employees, subcontractors, and or suppliers of materials or purchased services.
- i. For any cause whatsoever, fails to provide the materials in an acceptable manner.

Should the Elmira Water Board deem the contractor in default of the contract for any reason, it shall give written notice to the contractor and the contractor's surety as to the reasons for considering the contractor in default and the Elmira Water Board's intentions to terminate the contract.

If the Elmira Water Board terminates the contract, the Elmira Water Board may appropriate or use any or all materials or goods that have been delivered and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Elmira Water Board will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Elmira Water Board, together with the cost of procuring materials, goods, or supplies covered under the contract, will be deducted from any monies due or which may become due the contractor. If such expense exceeds the sum which would have been payable under the contract, then the contractor and the surety will be liable and shall pay to the Elmira Water Board the amount of such excess.

Specifications for Sludge Removal

1. Location

The work will be performed at the Elmira Water Board Treatment Plant, located at:
1 Fountain Drive, Elmira, New York 14901.

2. Scope of Work

The Contractor shall furnish all labor, equipment, materials, and incidentals necessary to:

- Pump sludge from a 700,000-gallon sludge holding tank
 - Process sludge using a belt filter press
 - Haul and dispose of dewatered sludge at an approved landfill
-

3. Sludge Removal from Holding Tank

The Contractor shall be responsible for pumping sludge from the holding tank to the belt press, including:

- Supplying all pumps, hoses, and appurtenances
 - Providing generators and power as required
-

4. Sludge Processing

The Contractor shall provide all equipment necessary for sludge dewatering operations.

- Filtrate (press water) may be discharged to the Elmira Water Board equalization basin
 - Dewatered sludge (“cake”) shall be suitable for landfill disposal
-

5. Chemicals

The Contractor shall supply all polymers and any other chemicals required for proper operation of the belt press.

6. Hauling and Disposal

The Contractor shall transport dewatered sludge to the designated landfill:

Landfill Address:

1488 County Road 60

Elmira, NY 14901

- Disposal shall be under the Elmira Water Board permit
- The Elmira Water Board will pay all landfill tipping fees
- Contractor is responsible for all transportation and hauling logistics

7. Cleanup

- The Contractor shall clean all work areas upon completion of the project
- Final cleaning of the sludge tank will be performed by the Elmira Water Board

8. References

Bidders shall provide a minimum of three (3) professional or governmental references demonstrating similar work experience.

Required information:

- Customer Name
- Customer Address
- Contact Name
- Phone Number
- Fax Number (if available)
- Email Address

9. Equipment Delivery

All equipment provided under this contract shall be delivered:

- F.O.B. Destination, Freight Prepaid
- To: Elmira Water Board Filter Plant, 1 Fountain Drive, Elmira, NY 14901 (or mutually agreed location)

All costs associated with freight, transport, installation, setup, and orientation shall be included in the Total Bid Price.

10. Award of Bid

The contract will be awarded to the lowest responsive and responsible bidder.

Evaluation criteria include:

- Compliance with technical specifications
- Experience and references
- Completeness of bid submission
- Proposed work schedule
- Cost
- Any exceptions taken

Basis of Award:

- Estimated volume: 700,000 gallons of sludge
- Bids shall be based on a daily processing rate for an 8 hour shift

The Elmira Water Board acknowledges that actual quantities and project duration may vary due to operational conditions. Payment will be based on the daily rate submitted in the bid.

11. Site Conditions and Inspection

Bidders are responsible for:

- Reviewing all bid documents thoroughly
- Visiting the site to understand conditions affecting cost and performance

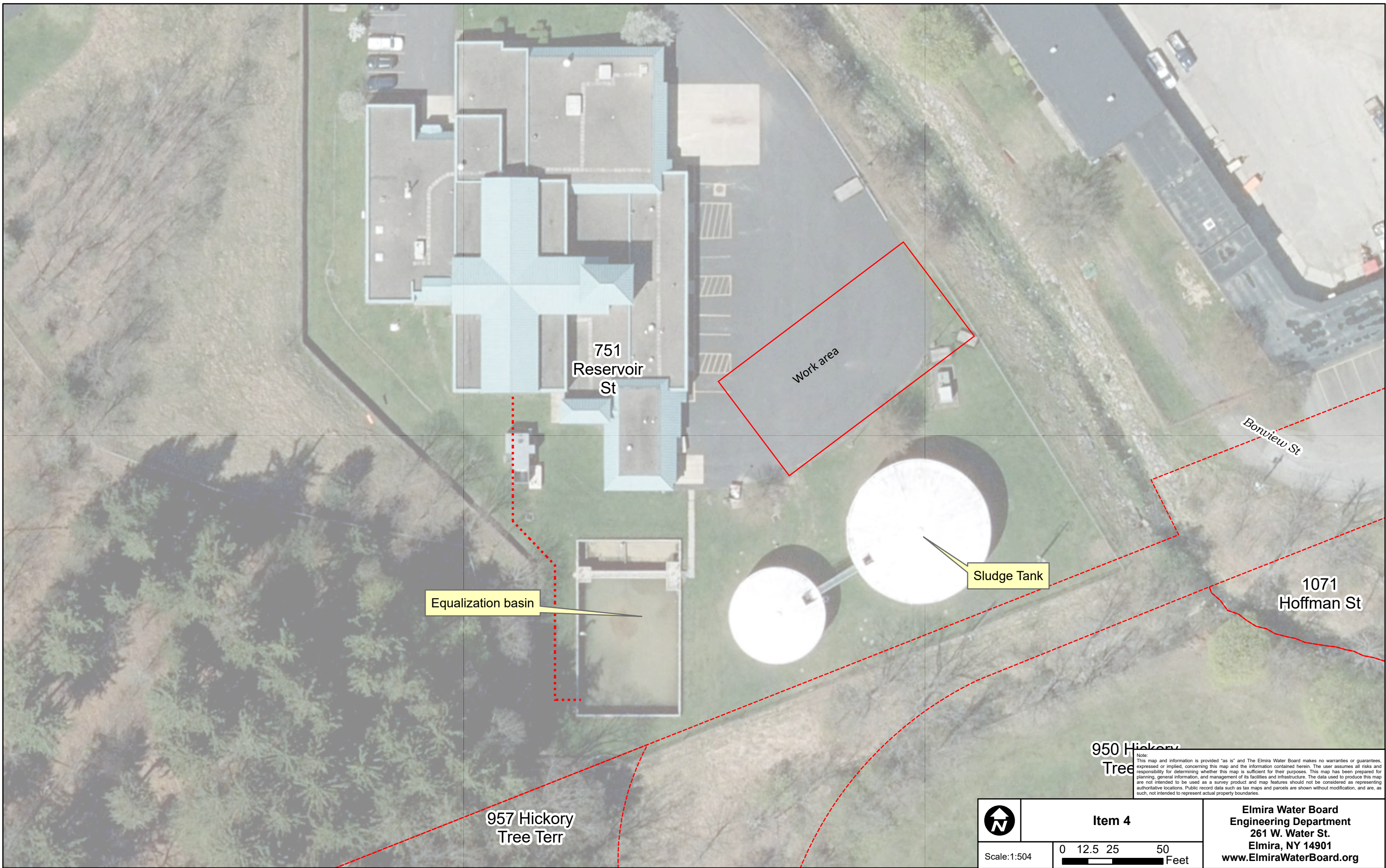
Bidders shall, at their own expense, perform any additional investigations necessary to prepare an accurate bid.

Site Visit Contact:

David McCarty

Phone: (607) 526-5153

Email: dmccarty@elmirawaterboard.org



751
Reservoir
St

Work area

Equalization basin



Sludge Tank

957 Hickory
Tree Terr

950 Hickory
Tree

1071
Hoffman St

Bonview St

 Scale: 1:504	Item 4	Elmira Water Board Engineering Department 261 W. Water St. Elmira, NY 14901 www.ElmiraWaterBoard.org
	0 12.5 25 50  Feet	

Note:
This map and information is provided "as is" and The Elmira Water Board makes no warranties or guarantees, expressed or implied, concerning this map and the information contained herein. The user assumes all risks and responsibility for determining whether this map is sufficient for their purposes. This map has been prepared for planning, general information, and management of its facilities and infrastructure. The data used to produce this map are not intended to be used as a survey product and map features should not be considered as representing authoritative locations. Public record data such as tax maps and parcels are shown without modification, and are, as such, not intended to represent actual property boundaries.

BIDDER QUALIFICATIONS

The successful bidder must be fully qualified, authorized to perform the work and/or provide the materials of the contract, be financially stable, and have sufficient, qualified staff to meet all requirements of the contract.

Bidders must provide the following information with their bids:

1) Name and permanent address of bidder

2) Phone number _____

3) E-mail address _____

4) Name of contract manager _____

5) Describe experience in work similar in scope to this project

6) Listing of three references for contracts/projects completed within the last 5 years

The Elmira Water Board reserves the right to:

- 1. Require the apparent low bidder(s) to furnish evidence, including documentary evidence where deemed necessary, to establish proof of financial responsibility and ability to perform the contract, if awarded.
- 2. To conduct investigations as to the qualifications and financial position of the apparent low bidder(s), to the fullest extent allowed by law. The Elmira Water Board, in its sole discretion, shall determine financial and professional adequacy of bidder(s).

**ELMIRA WATER BOARD
FORM FOR SUBMISSION OF BID FOR
THE ELMIRA WATER BOARD SLUDGE REMOVAL**

THIS BID IS SUBMITTED TO:

Elmira Water Board
261 West Water Street
Elmira, New York 14901

By: _____
(Name of Bidder)

1. The bid will be awarded to the contractor submitting the lowest responsible bid inclusive of work on the well. Each project price estimate will not be considered a separate bid.
2. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Times included in this Bid and the Agreement, respectively, and in accordance with the other terms and conditions of the Contract Documents.
3. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER’s Notice of Award.
4. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined and carefully studied the Bidding and Specification Documents.
 - (b) BIDDER has met with the Elmira Water Board’s staff (contact person: Dave McCarty at (607)526-5153) or visited and has become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.
 - (c) BIDDER is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, performance and furnishing of the work.
 - (d) BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
5. BIDDER will complete the work for the prices entered on the Bid Submission Form.

**BID SUBMISSION FORM
SCHEDULE OF PRICES**

The Owner shall pay the Contractor the following TOTAL BID PRICE for performance of the Contract (please print).

The Bid Submission Form must be accompanied with the Bid Itemization Work Sheet enclosed.

Bid Due by May 26, 2026 @ 1:00 pm. See Advertisement for Details.

Elmira Water Board Sludge Removal

IN WORDS: _____
_____ dollars and _____ cents

IN FIGURES:\$ _____

In the event of an inconsistency between the amount “in words” and the amount “in numbers,” the amount “in words” shall be used.

In the 3 years immediately preceding the submission of this bid, the bidder **HAS/HAS NOT (cross out one that does not apply)** been found in willful violation of the New York State Labor Law for failure to pay prevailing wage and supplements, as those terms are defined in the New York State Labor Law.

Communications concerning this Bid shall be addressed to (Bidder to Complete):

Signature of Bidder/Representative _____

Name: _____

Company: _____

Address: _____

E-mail Address _____

Telephone: _____

THIS BID SUBMITTED ON _____, 2026

ITEM #7

This sheet is provided to assist the bidder in calculating the total bid to be entered on the bid submission form; and for the purpose of Change Orders (i.e. additional days on-site, etc.), the sheet will aid the Elmira Water Board (EWB) in determining reasonable cost. The EWB will not use this sheet in determining the lowest responsive bidder.

**BID ITEMIZATION SHEET
WORK SHEET**

Project Price Estimate for Sludge Removal (assume 700,000 gallons)			
Description	Quantity	Unit Price (\$ units)	Totals
1. Mobilization			
2. Daily Rate			
3. Demobilization			
4. Rental Equipment			
5. Other (please specify)			
6. Grand Totals			

NOTE: NO OVERTIME HOURS

**NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO 103d
OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK**

(A) 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 knowledge and belief:

(1) 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;

(2) Unless otherwise required by Law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) 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.

(B) A bid shall not be considered for award nor shall any award be made where (a) - (1), (2) and (3) have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) - (1), (2) and (3) 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.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

By submission of this bid, the undersigned hereby affirms the truth of the foregoing certification under the penalties of perjury.

ALL BIDDERS MUST SIGN THIS
CERTIFICATION PRIOR TO THE
OPENING OF THE BIDS.

Company Name

Signature & Title

Date

WAIVER OF IMMUNITY

The Contractor and/or Vendor and/or Supplier hereby agrees to the provisions of 103, 103-a and 103-b of the General Municipal Law which requires that upon the refusal of a person, when called before a Grand Jury, head of a State Department, temporary State Commission or other State Agency, head of a City Department, or other City Agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify concerning any transaction or contract had with the State, and Political Sub-division thereof, a Public Authority or with any Public Department, Agency or Official of the State or of any Political Sub-division thereof or of a Public Authority, or to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction:

(a) Such person, and any firm, partnership or corporation of which he/she is a member, partner, director, or officer shall be disqualified from thereafter selling to or submitting proposals to or receiving awards from or entering into any contracts with any Municipal Corporation or any Public Department, Agency, or Official thereof, for goods, work, or services, for a period of five (5) years after such refusal; and

(b) Any and all contracts made with any Municipal Corporation or any Public Department, Agency, or Official thereof, since the effective date of this law by such person, and by any Firm, Partnership, or Corporation of which he/she is a member, partner, director, or officer may be canceled or terminated by the Municipal Corporation without incurring any penalty or damages on account of such cancellation or termination but any monies owing by the Municipal Corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

Company Name

Authorized Signature for Bidder

Title

Date: _____

(Corporate Seal, if any)

(If no seal, write "No Seal"
across this place and sign)

IRANIAN ENERGY DIVESTMENT CERTIFICATION

**Pursuant to Section 103-g
Of the New York State
General Municipal Law**

- A. By submission of this bid/proposal, each bidder/proposer, and each person signing on behalf of any bidder/proposer certifies, and in this case of a joint bid/proposal, 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/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

- B. A bid/proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph “A” above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph “A” above, the bidder/proposer shall so state and shall furnish with the bid/proposal a signed statement which sets forth in detail the reasons therefore. Where Paragraph “A” above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency, or official thereof to which the bid/proposal is made, or his/her designee, may award a bid/proposal, on a case-by-case business under the following circumstances:
 - 1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the bidder/proposer has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Title

Company Name

Date

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, religion, sex, national origin, disability, marital status, military status, sexual orientation, gender identity or expression, predisposing genetic characteristics, familial status or status as a victim of domestic violence. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union of worker's representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The Contractor will take such action with respect to any sub-contract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**
INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30F.R.1231925). The implementing rules and regulations provide that any Bidder or prospective contractor, or any of their proposed sub-contractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or sub-contract subject to the Equal Opportunity Clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the Bidder has not filed a compliance report due under applicable instructions, such Bidder shall be required to submit a compliance report within seven (7) calendar days after the bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION OF BIDDER

Bidder's Name: _____

Address and Zip Code: _____

1. Has bidder participated in a previous contract or sub-contract subject to the Equal Opportunity Clause?
Yes____No____ If answer is yes, identify the most recent contract:

2. Were compliance reports required to be filed in connection with such contract or sub-contract?
Yes____No____ If answer is yes, identify the most recent contract:

3. Has bidder has filed all compliance reports due under applicable instructions?
Yes____No____ None Required_____

4. If answer to Item 3 is "No", please explain in detail on reverse side of this certification.

CERTIFICATION: The information above is true and complete to the best of my knowledge and belief.

Signature

Name & Title Typed

Date

Company Name

BIDDER’S/PROPOSER’S STATEMENT ON SEXUAL HARASSMENT
IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW § 139-1

STATE OF _____)

COUNTY OF _____)

In accordance with State Finance Law § 139-1, which generally prohibits the Elmira Water Board from entering into contracts pursuant to the bid process with persons who fail to submit a certification affirming compliance with New York Labor Law § 201-g, the bidder/proposer submits the following certification under the penalty of perjury:

By submission of this bid/proposal, each bidder/proposer, and each person signing on behalf of any bidder/proposer, certifies, and in case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that the bidder/proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of § 201-g of the Labor Law.

Dated: _____, New York
_____, 20__

Name of Bidder/Proposer

Signature of Authorized Official

Printed or Typed Name of Official and Title

Sworn to before me this
_____ day of _____, 20__

Notary Public