

TOWN OF HENRIETTA
Department of Public Works

REQUEST FOR BIDS

FOR

**Tree Removal, Trimming and
Stump Grinding**

HENRIETTA TOWN BOARD

**Stephen Schultz
Scott Adair
Robert Barley
Michael Stafford
Rick Page**

**Supervisor
Councilman
Councilman
Councilman
Councilman**

Town Staff

**Chuck Marshall
Tim Ochs
Becky Wiesner**

**Commissioner of Public Works
Parks and Facilities
Town Clerk**

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NOTICE: Bidders are cautioned to read the specifications carefully and to note all the conditions thereof, particularly the special equipment required and the data to be furnished with the bid.

INVITATION TO BID

- 1.) The Town of Henrietta invites bids for **Tree removal, Trimming and Stump Grinding**. The bids shall include all labor, equipment and materials necessary to perform the work as depicted in the specifications.

- 2.) Sealed bids will be received and bids publicly opened at the following place, date and time:

Place - Town of Henrietta
Town Clerk's Office
475 Calkins Road
Henrietta, New York 14467

Date – JULY 27, 2018

Time - Bids received Deadline by: **9:15 a.m.**
Bids Opened and Read Aloud: **9:30 a.m.**

- 3.) Copies of the bid specifications may be obtained at the following location during regular business hours:

Town of Henrietta - Town Hall
Town Clerk's Department
475 Calkins Road
Henrietta, New York 14467

- 4.) The attention of Bidders is called to the requirements concerning the conditions of employment to be observed and minimum wage rates to be paid under the Contract. **Bidders must comply with New York State Prevailing Wage Rates.**

- 5.) **Statement of Non-Collusion** - Bidders are required to execute a Non-Collusion Bidding Certificate pursuant to Section 103-d of the General Municipal Law of the State of New York.

- 6.) **INSURANCE REQUIREMENTS**_The Contractor shall procure and maintain at his own expense until final completion of the work or services covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Contractor or by his subcontractors. **The Town of Henrietta must be named as Certificate Holder and Additional Insured on all policies.** Within ten (10) days after notice of award, the Contractor shall furnish to the Town evidence of insurance in a form satisfactory to the Town Attorney showing that he

has complied with all insurance requirements set forth herein, such evidence shall provide that the policies shall not be changed or cancelled until thirty (30) days written notice has been given to the Town. **Please note, a certificate of insurance alone is not sufficient as proof of the Town covered as Certificate Holder and an Additional Insured. A policy endorsement from the Contractor's carrier is required.** Except for Worker's Compensation Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract resulting from this bid solicitation. The kinds and amounts of insurance are as follows:

A. WORKER'S COMPENSATION AND DISABILITY INSURANCE: A policy covering the operations of the Contractor in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Worker's Compensation Law, covering all operations under Contract, whether performed by him or by his subcontractors. The Contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefits of, and keep insured during the life of said Contract, such employees in compliance with the provisions of the Worker's Compensation Law known as the Disability Benefits Law (chapter 600 of the Laws of 1949) and amendments hereto.

B. GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE:

The contractor hereby agrees to defend, indemnify and save harmless the Town against any and all liabilities, loss, damage, detriment, suit, claim, demand, cost, charge, attorney's fees and expenses of whatever kind or nature which the Town may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the carrying out of any of the provisions or requirements of this contract, where such loss or expense is incurred directly or indirectly by the Town, its employees or agents, as a result of the negligent act or omission, breach or fault of the contractor, its agents, employees or contractors. If a claim or action is made or brought against the Town and for which the contractor may be responsible hereunder in whole or in part, then the contractor shall be notified and shall be required to handle or pay for the handling of the portion of the claim for which the contractor is responsible as a result of this section.

General Aggregate	\$2,000,000
Products - Comp.or Agg.	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Each Occurrence	\$1,000,000

- C. **MOTOR VEHICLE INSURANCE** issued to the Contractor and covering public liability and property damage on the Contractor's vehicles in the amount listed below.

Bodily Injury	\$1,000,000/\$3,000,000
Property Damage	\$1,000,000

REGULATIONS: In addition to the above, and per Federal and State Regulations, the successful contractor must meet all Federal and State regulations regarding all New York State Department of Labor and OSHA safety regulations and standards. If applicable, New York State Department of Labor prevailing wage rates must be followed under this contract. Pursuant to the provision of Section 220-A of the New York State Labor Law, as amended, the Contractor (and his Sub-Contractors) will be obligated to pay all workers in the covered classes the applicable prevailing wage rates and supplements. The minimum hourly wage rate to be paid the various classes of labor performing work under this contract shall be in accordance with schedules that have been established, or may hereafter be established or increased, by the New York State Department of Labor during the contract term. Wage schedules are in effect from July 1 through June 30, but may be amended throughout the period. It is the responsibility of the Contractor to pay per the current wage schedule. Please visit the New York State Department of Labor website at **www.labor.state.ny.us** for updated schedules.

- 7.) All Bids shall be binding for a period of sixty (60) days after the bid opening date. The Town of Henrietta reserves the right to reject any and all Bids and to waive any informalities therein.

GENERAL INSTRUCTIONS

Intention: The Town of Henrietta is requesting Bids for Tree removal, Stump grinding, and tree trimming in the Town of Henrietta according to the Bid specifications.

Questions: Any and all questions regarding ambiguities or the propriety of these specifications should be addressed, in writing, to the Commissioner of Public Works, Foreman of Sewer and Sidewalks, Foreman of Parks and Facilities, prior to the formal bid opening. Such questions will not be entertained after said bid opening.

Contact Persons: Tim Ochs or Chuck Marshall, Town of Henrietta, 405 Calkins Road Henrietta, New York 14467. (585) 359-7005.

Bidder Qualifications: In accordance with Section 103-d of the General Municipal Law of the State of New York, a non-collusion statement is requested to be submitted with the bid. The bidder must have at least two (2) aerial lift or bucket trucks with insulated upper and lower booms that extend to a working distance of at least 55 feet, and must comply with New York State Department of Labor, Industrial Code Rule #3, with current certificates for a dielectric testing, and also must comply with the U.S. Department of Labor O.S.H.A. Standards (ANSI A92.2). A listing of the last three (3) years of experience with other municipalities or counties; listing the name and addresses of the responsible person, and the amount of the bid. The contractor shall provide a qualified and experienced arborist to survey all trees on Town property on behalf of the Town. This survey shall be completed prior to the start of removal work and shall include hazard reduction. A Town representative shall accompany the arborist during all survey activities. The arborist shall also be available to meet with property owners if necessary to discuss the need for the recommended work. The arborist shall have sufficient experience with municipal work. The arborist's name, qualifications and experience shall be included with the bid. The cost of the arborist's services shall be included in the unit price bid. Arborist must either be certified according to standards set up by the International Society of Arboriculture or be a member of the American Society of Consulting Arborists.

Bid Price: Shall include all costs, including labor. Bid price shall not include any State, County or Federal Taxes. It is understood and agreed that the Bid price shall be firm (not subject to change) for sixty (60) calendar days after the bid opening.

Reservation: The Town of Henrietta reserves the right to reject any and all bids. The Town also reserves the right to waive any minor deviations from specifications or to waive any minor informalities.

Award: Award will be based on the lowest bid price, compliance with bid specifications and bidder qualifications.

Term: This agreement shall commence on September 1, 2018 and shall remain in effect until August 31, 2019, with the ability to renew on a yearly basis, for two additional years, upon mutual agreement by the parties, unless terminated earlier in accordance with the terms of the signed service agreement.

Payment: Payment will be made upon receipt of all proper documentation and completion of services rendered.

BID FORM

Project Identification: **Tree removal, Trimming, and Stump Grinding**

This Bid Submitted To: **Town Clerk
Town of Henrietta
475 Calkins Road
Henrietta, New York 14467**

This Bid Submitted By: _____

- 1.) The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with the Town in the form included in the Contract Documents to perform and furnish all work as specified or initiated in the Contract Documents for the Contract Price and within the Contract time in this Bid, and in accordance with the other terms and conditions of the Contract Documents.

- 2.) 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 sixty (60) days after the day of the Bid opening. BIDDER will sign and submit the Agreement with the Bonds and/or other necessary documents required by the Bidding Requirements within ten (10) days after the date of the Town's Notice of Award.

- 3.) In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a.) BIDDER has examined copies of all bidding documents and of the following addenda (Receipt of all which is hereby acknowledged):

DATE RECEIVED _____

ADDENDA NUMBER _____

- b.) BIDDER has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance work, or furnishings of materials.
- c.) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishings of the work/service as BIDDER considers necessary for the performance or furnishings of the work/service at the Contract price, within the Contract time and in accordance with the conditions of the Contract Documents.
- d.) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or continuous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the work/service at the Contract price, within the Contract time and in accordance with the other terms and conditions of the Contract Documents.
- e.) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- f.) BIDDER has given the Town written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written Resolution thereof by the Town is acceptable to BIDDER.
- g.) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over the Town.

Communications concerning this Bid shall be addressed to BIDDER at:

IF BIDDER IS:

An Individual

By _____
(Individual's Name)

Seal

Doing Business As: _____

Business Address: _____

Telephone Number: (_____) _____

A Partnership

By _____
(Firm's Name)

Seal

General Partner: _____

Doing Business As: _____

Business Address: _____

Telephone Number: (_____) _____

A Corporation

By _____
(Corporation's Name)

Seal

State of Incorporation: _____

By _____
(Name and Title of Person Authorized to Sign)

Attest _____
(Secretary)

Business Address: _____

Telephone Number: (_____) _____

Joint Venture

By _____
(Name)

Business Address: _____

Telephone Number: (_____) _____

By _____
(Name)

Business Address: _____

Telephone Number: (_____) _____

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

RESOLUTION FOR CORPORATIONS ONLY:

Resolved, that _____, _____
(Name of Individual) *(Position)*

of _____
(Name of Corporation)

be authorized to sign and submit the Bid of this Corporation for the following Project:

and include in such Bid certificates as to non-collusion, required by Section 103 (d) of the General Municipal Law, as the act and deed by such corporation and non-segregated facilities, and for any inaccuracies or misstatements in such certificate this corporate Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by:

(Corporation Name)

at a meeting of its Board of Directors held on the _____ Day of _____
, 2018

(Secretary's Signature)

ELIGIBLE BIDDER CERTIFICATE

I, _____
Hereby certify that
(Name of Official Making the Certificate)

_____ Is NOT included on the
(Name of Firm for Which Certificate is Made)

U.S. Comptroller General's Consolidated List of Persons or Firms Disbarred from Federal Contract for violation of various public Contracts incorporating labor standards provisions nor is involved in litigation with the Town of Henrietta.

SUBSCRIBED AND SWORN TO BEFORE THIS:

(Signature of Person Making Affidavit)

on the _____ Day of _____, 2018.

(Notary Public)
(Seal)

Note: This form must be submitted with all Bids.

Tree Removal, Trimming and Stump Grinding SPECIFICATIONS

ITEM # 1 TREE REMOVAL

Scope of Work: The Town of Henrietta will have an undetermined amount of dead or dangerous trees that will imperil the Town Road system and town owned lands throughout the duration of the contract period which will require trimming and/or removal of the trunk and/or stump on either an emergency or routine basis. The Contractor shall be available 24 hours a day for emergency work requests. A 24 hour emergency phone number shall be furnished to the Town of Henrietta during the contract period.

Priority of Removal: All work shall be completed within 14 calendar days from notification by the Commissioner of Public Works or his designee, unless otherwise designated as emergency work. All emergency work shall be responded to within 1 hour of notification and be completed within 3 hours of notification, unless the emergency work is delayed due to the presence of downed power lines or overhead utilities. Reimbursement for emergency work will be by way of a surcharge per tree added to the routine tree removal bid.

D.B.H. Definition: Diameter of tree trunk at Breast Height, measured at 4 1/2 feet above the ground level. Any discrepancies between the D.B.H. listed on the work lists and actual D.B.H. will be determined by graduated circumferential tape reading in diameter inches.

Damage Responsibility: Under this contract, the Contractor shall be accountable for any and all damage to buildings, walks, driveways, utilities, trees and grounds, and persons which occur while performing the work called for under this contract. The Contractor is responsible to document in advance of performing any work all site conditions which could be later ascribed as damage from the work. Prior notice of any such conditions should be made to the Commissioner of Public Works or his designee and the adjacent property owner. If any damage occurs as a result of this work, the Contractor shall immediately notify the Commissioner of Public Works or his designee. Any adjacent shrubs, trees, or other growth receiving or sustaining breakage, injury or other damage shall be given remedial or corrective treatment and cleaned up.

a. Public Property: The Contractor, at his own expense, shall restore all damaged or injured items to a condition which meets the approval of the DPW Foreman.

b. Private Property: The Contractor, at his own expense, shall have all damaged or injured items restored to a condition which meets the approval of the property owner.

c. Utility Company Property: In the event of damage to any utility lines, or other equipment belonging to any utility company, the utility company shall make the necessary repairs, and the Contractor shall reimburse the utility company for the cost of these repairs.

Notification:

a. The Contractor shall provide, to Town of Henrietta, a listing of contact persons with pager numbers and phone numbers for contact during emergencies.

b. The Contractor shall endeavor to contact the adjacent property owner giving notice of the work he is going to perform.

c. The Contractor shall notify the Town of Henrietta Public Works Dispatcher (359-7005) and the resident at least 24 hours prior to performing any work that is scheduled for the next day.

Maintenance and Protection of Traffic: The Contractor shall be responsible for the maintenance and protection of traffic in accordance with the current Manual of Uniform Traffic Control Devices (MUTCD) and supplements. Tree removal, stump grinding, and trimming operations shall be conducted with a minimum of interference with vehicular traffic, pedestrian traffic and bystanders. Adequate warning signs and devices in accordance with the current Manual of Uniform Traffic Control Devices (MUTCD) and supplements shall be placed to warn all approaching traffic of tree removal operations conducted along streets where traffic impedance is anticipated. The Contractor shall coordinate his work on major traffic arteries with the appropriate Police Department and shall abide by their requirements concerning times of work, warning systems, and movement of Equipment.

Wood and Debris Disposal: All wood and brush is to be removed from the job site by the end of the work day. In the event that equipment problems develop and the wood cannot be removed, the wood must be placed so as not to block any adjacent drive, sidewalk, or highway and shoulder. The job site is to be left broom clean. Any adjacent private property affected by the work is to be similarly cleaned including shrubbery, flower beds, etc. All wood and chips will become the property of the Contractor and disposed of at his discretion in an authorized area at no additional cost to the Town of Henrietta. NOTE: No wood from any Elm tree or Ash tree is to be sold or given away. Elm and Ash wood is to be disposed of properly by burning or burial.

Utilities: The Contractor shall notify and coordinate his work with appropriate public service concerns when water, gas, electrical, telephone, cable, sewer or other lines and structures may be affected while performing the work called for under this contract. In the event that the Contractor desires a utility line be dropped to facilitate the removal of a tree, the Contractor must contact the appropriate utility company to determine the proper means of notification to request that a line be dropped. In addition, since utility lines are dropped to assist the Contractor in the removal of a tree, it shall be the responsibility of the Contractor to notify any property owner a minimum of forty-eight hours in advance when electrical, cable T.V., or telephone service is to be interrupted. The Contractor is responsible for contacting and coordinating work with the proper utility to remove any electrical or underground hazard. The presence of such hazard shall not excuse the Contractor from performing any work otherwise required. The Contractor shall not remove any tree which has attendant guy wires for support of utility systems, etc., unless the utility has been notified of this intent and was given reasonable time

Safety Standards of Performance: All work is to be performed in compliance with A.N.S.I. Standard Z.133.1 - "Safety Requirements for Tree Pruning, Trimming, Repairing, or Removal.

Work Sites: Trees and stumps for removal will be located on Town owned property and along Town Highway Right of Way.

Tree and Stump Locations and Identification:

- a. The agency shall designate which trees or stumps are to be removed.
- b. If at any time uncertainty exists about which tree or stump is to be removed or trimmed the Contractor should get confirmation before beginning work at that site. The Contractor will not be paid for any work involved with removal or trimming of an incorrect tree or stump.

Schedule of Performance: Work shall be scheduled and conducted in a cooperative manner in order to cause the least possible interference with or annoyance to others. It shall be the Contractor's responsibility to work out any, if necessary, cooperative work

schedule.

BASIS OF BID: A bid price per tree based on the diameter of the tree measured a distance of four and one half feet from the ground shall be submitted in accordance with the table below. The price bid shall also include the clean-up of debris from adjoining lawns, walks and streets which was caused by the removal of the trees and limbs involved in this contract.

Invoicing: The Contractor shall submit a bill for payment, listing the location, species size and date removed for all trees included on the list for which he is requesting payment.

Payment: Payment will be made for each tree at the unit price bid for each item size classification. Those trees that have a "multiple leader" that is, a tree that has more than 1 distinct trunk at 4 1/2 feet above grade (i.e. D.B.H.) will be considered as separate stems for tree removal billing purposes and payment made as determined by the D.B.H. of each stem.

ITEM #2 TREE TRIMMING

Scope of Work: The work covered under this item consists of furnishing all labor, material and equipment necessary to complete the removal of dead, diseased, weakened, dangerous, conflicting and extraneous branches from trees designated by the Commissioner of Public Works or designee on Town owned land or Town Right of Way. Work included under this section:

- a. Tree Trimming
- b. Disposal
- c. Clean-up

Workmanship: Contractor shall furnish all equipment and competent personnel with complete and adequate supervision at all times to perform this work in an efficient and professional manner. The work outlined shall be performed using current standards for tree pruning. Branch Cutting: All cuts are to be made sufficiently close to the trunk or parent limb, without cutting into the shoulder wood or leaving a protruding stub, so that closure can readily start under normal conditions. Clean cuts are to be made at all times.

- a. Branches too heavy to handle to prevent splitting or peeling of bark must be precut. Where necessary, to prevent tree or property damage, branches are to be lowered to the ground by proper ropes or equipment.

- b. When pruning out dead branch stubs from previous utility line trimming work, be careful not to cut into established callus growth at the base of the stub.

Clean-up: All wood, brush and debris generated from the trimming operation shall be removed from the work site upon completion of the work. The entire area shall be left in a neat and sightly condition to the satisfaction of the Commissioner of Public Works or designee.

Maintenance and Protection of Traffic: The Contractor shall be responsible for the maintenance and protection of traffic in accordance with the current Manual of Uniform Traffic Control Devices (MUTCD) and supplements.

Price Bid: A unit bid price shall be submitted based on cost per a single tree regardless of size. The price bid per tree shall include the tree trimming and disposal of brush and debris.

ITEM #3 STUMP REMOVAL

Scope of Work: The work included under this section consists of furnishing all labor, material, and equipment necessary to complete the removal and disposal of designated tree stumps. Work included under this section:

- a. Stump Grinding
- b. Clean-up
- c. Topsoil and Seeding

Stump removal shall be performed within 14 calendar days of notification by Town of Henrietta, or within 14 calendar days of the tree removal. Exceptions to this can be obtained from the Commissioner of Public Works or his designee.

Workmanship: Contractor shall furnish all labor, material, and equipment with adequate supervision at all times to perform the work in an efficient and workmanlike manner.

Stumps: All designated tree stumps will be mechanically ground to a depth 6 inches below existing grade adjacent to stump location. The chips shall be removed. All exposed above grade root collars shall be considered a part of the tree stump and shall be ground in the same manner to a depth of 6 inches below existing grade. The Contractor shall be required to grind exposed surface roots which interfere with turf maintenance.

Job Site Protection: Job site protection for the public is critical during this operation. The Contractor shall provide necessary pedestrian and traffic warning devices. No open excavation may be left unattended at any time.

Clean-up: All stones, excess chips, debris, tools, equipment, etc. are to be removed from the work site the same day that the stump is ground and disposed of at the Contractor's expense upon completion of work. The entire area will be left in a neat and slightly condition, to the approval of the Commissioner of Public Works or his designee.

Topsoil and Seeding: All loose wood chips and soil from the removal of the stump shall be completely excavated, removed, and the holes filled with soil equal to or better than that in the adjacent areas. No brush, chips, stumps, etc., shall be used to fill the holes. Weed free topsoil shall be all fine graded and tamped allowing for settlement to grade. Grass seed shall be planted as soon as possible after the soil has been applied. The grass seed shall contain: 50% Pennfine Perennial Ryegrass, 25% Pennlawn Red Fescue, 15% Kentucky Bluegrass and 10% Creeping Fescue. The Contractor is expected to make reapplication as necessary until such time as a dense weed free stand of grass is evident.

Maintenance and Protection of Traffic: The Contractor shall be responsible for the maintenance and protection of traffic in accordance with the current Manual of Uniform Traffic Control Devices (MUTCD) and supplements.

Basis of Bid: The unit price bid shall be submitted based on the cost per single tree regardless of size and shall include the stump grinding, clean-up, and the topsoil and seeding of the designated area. The price bid shall also include the clean-up of debris from adjoining lawns, walks and streets which was caused by the removal of the stump involved in this contract.

Item # 4 – OPTIONAL –Treatment of diseased trees

Scope of Work: Contractor is to provide evaluation by a certified arborist and treatment services on trees identified by the town for treatment of the Emerald Ash Borer or other known threats to any tree species. Minimum of a two year treatment application.

Bid Pricing Sheet

Tree removal Tree size 14" and less	\$ _____
Tree removal Tree size 14" up to 24"	\$ _____
Tree removal Tree size 25" up to 36"	\$ _____
Tree removal Tree size 37" up to 48"	\$ _____
Tree removal Tree size 49" and up	\$ _____
Stump removal any size tree	\$ _____
Tree Trimming any size tree	\$ _____
Emergency Surcharge per call	\$ _____
Optional: Evaluation & Treatment of Trees	\$ _____

All Tree sizes are measured at DBH as defined in the specifications above

CERTIFICATE OF NON-SEGREGATED FACILITIES

The CONTRACTOR certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The CONTRACTOR certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The CONTRACTOR agrees that the breach of this certification is a violation of the Equal Opportunity clause in the Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, wash rooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, housing facilities provided for employees, which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, disability, sex or national origin, because of habit, local custom or otherwise. The CONTRACTOR agrees that (except where he has obtained identical certificates from proposed subcontractors for specific time periods) he will obtain identical certificates from proposed Subcontractors prior to the award of Subcontractors exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

(Print Legal Name of Bidder)

(Address)

(City)

(State)

(Zip)

(Signature)

(Print Name and Title)

()

(Telephone)

NON-COLLUSION AFFIDAVIT

IMPORTANT: THIS AFFIDAVIT MUST BE PROPERLY COMPLETED AND SUBMITTED WITH ALL BIDS.

State of _____

County of _____

_____, being first duly sworn, deposes and says that he is the *(Name of Person Making Affidavit)*

_____ of _____
(Title) *(Name of Firm)*

the Bidder submitting this proposal certifies that:

- 1.) The prices in the 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 the 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 a bid for the purpose of restricting competition.

SUBSCRIBED AND SWORN TO BEFORE THIS _____
(Signature of Person Making Affidavit)

On the _____ Day of _____, 2017.

(Notary Public)
(Seal)

Where a Bid contains this certification, it shall be deemed to have been authorized by the Board of Directors of the BIDDER, and such authorization shall be deemed to include the signing and submission of the Bid and inclusive therein of the certificate as to non-collision as the act and deed of the corporation.

FORM 103-a GENERAL MUNICIPAL LAW CERTIFICATION

By submission of this Bid, the Bidder and each person signing on behalf of the Bidder, certifies and in the case of a joint Bid, each party hereto certifies as to its own organization, under penalty of perjury, that they have read and understand the following Section 103-a of the General Municipal Law of the State of New York:

Upon refusal of a person when called before a grand jury to testify concerning any transaction or contract, has with the State, any political subdivision thereof, a public authority or with any public department, agency, or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

- a.) Such person, and any firm, partnership, or corporation of which he is a member, partner, director, or officer, shall be disqualified for thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or fire district, or any public agency, or official thereof, for goods, work, services, for a period of five (5) years after such refusal, and to provide also that

- b.) Any and all contracts made with any municipal corporation or any public department, agency or official thereof or any with any fire district or any agency or official thereof on or after the first day of September, Nineteen Hundred Sixty, by such person, and by any firm, partnership or corporation of which he is a member, partner, director, or officer may be canceled without incurring any penalty of damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district of goods delivered or work done prior to the cancellation or termination shall be paid.

(Corporate Seal)

(Name of Corporation)

(Signature and Title)