



# Town of Henrietta

## REQUEST FOR QUOTE

For:

Creek Cutting Services

Quote# TOH20190305

Quote Issued:

March 28, 2019

Quotes Due:

April 18, 2019

By:

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

### Henrietta Town Board

Stephen Schultz  
Scott Adair  
Robert Barley  
Michael Stafford  
Rick Page

Supervisor  
Councilperson  
Councilperson  
Councilperson  
Councilperson

### Town Staff

Chuck Marshall  
Michael A Catalano

Commissioner of Public Works  
Foreman of Drainage, Sewers  
and Sidewalks

Rebecca Wiesner

Town Clerk and Receiver of  
Taxes



Town of Henrietta  
475 Calkins Road  
Rochester, NY 14467

March 28, 2019

**RE: Request for Quote – Creek Cutting  
Quote Number TOH20190305**

Dear Sir or Madam:

The Town of Henrietta seeks quotes from qualified parties to provide creek cutting services at locations throughout the Town and the response should include all labor, equipment and materials necessary to perform the work depicted in the scope of work.

This Request for Quote will provide your firm with sufficient information to enable you to prepare and submit a quote for the creek cutting services at the locations as listed attached in Exhibit H.

The specific requirements are described in more detail in the scope of work. (Exhibit A)

Evaluation and award of the contract will be based on criteria listed herein. Consideration will be given to the experience, technical expertise and cost. Award may be made to a Bidder other than the low quote based on the criteria and if it is in the best interest of the Town.

Your quote response must include all information requested within the Request for Quote in order to be considered. The response must be submitted and received no later than 10:30 a.m., April 18, 2019.

Questions concerning the contract terms and conditions should be addressed to my office at 585.444.2211 or [mcatalano@henrietta.org](mailto:mcatalano@henrietta.org). I hope to receive your offer for this work.

Sincerely,

Michael A. Catalano  
Foreman of Drainage, Sewers and Sidewalks

cc: Linda K. Salpini, Director of Finance

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## GENERAL SPECIFICATIONS & INSTRUCTIONS

### Timeline and Calendar of Events

Request for Quote Posted	March 28, 2019
Quote response due by 10:30 A.M.	April 18, 2019

### Marking of Quote Envelopes

Paper copies of quotes must be contained in a sealed envelope, plainly marked, showing the quote name, quote number, date and the Bidder's name.

### Compliance with Specifications

Your request for quote must be in strict compliance with the specifications and offer the same or equal equipment and services. The scope of work is found in Exhibit A. Exceptions are to be listed separately in a letter which will become a part of your proposal, otherwise it is fully understood that the services offered are exactly as specified. The Town of Henrietta reserves the right to allow or disallow minor deviations from the specification in order to purchase what is best for the Town from standpoint of quality, price and service to be provided.

### Quote Price

Your quote price must include all costs, including labor. Quote prices shall not include and state, county or federal taxes. The Price Proposal Sheet is found in Exhibit C.

### Minimum Qualifications

To be considered, each Bidder shall:

- Certify that the Bidder is currently operating as a business that provides similar services and has operated continuously as such a business for the preceding five (5) years.
- Certify that the Bidder will be capable of providing staffing for as required in the statement of work for the creek cutting services.

### Award

- A. Award shall be made to the Bidder based on the evaluation and criteria listed below:
  - Organizational and Technical Experience: Bidders will be evaluated on their experience as it pertains to the scope of this project.
  - Value and cost: Bidders will be evaluated on the cost of their solution(s) based on the work to be performed in accordance with the scope of this project.
- B. A committee will review the proposals and select the Bidder whose offer represents the best value to the Town in terms of the criteria above. After the most qualified Bidder is determined by the Town, the staff may enter into negotiations to better define the final scope of work. If for any reason, the Town and selected Bidder cannot finalize an agreement, the Town will enter into negotiations with the Bidder that provides the next best value.

- C. The Town reserves the right to award this contract in the manner which the Town determines to be in its best interest.

### **Notification of Award**

The Town will notify the selected Bidder verbally, followed by a written confirmation. Unsuccessful Bidders will be notified in writing by the Town within ten (10) business days after the award.

### **Assignment of Agreement**

It is mutually agreed by the parties hereto that the final contract is not transferable by either party without the prior written consent of the other party to this contract.

### **Subcontracting**

No subcontracting will be permitted under the final contract without prior written approval by the Town. Any subcontracting services, companies, sites, vendors or any other proposed subcontracting shall be specifically identified in the bid submittal.

### **Personnel**

It is mutually agreed that the Contractor is an independent contractor and not an agent of the Town, and as such the Contractor shall not be entitled to any Town employment benefits.

### **Statement of Non-Collusion**

All 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. The Certificate is found in Appendix F.

### **Protection and Damage**

- A. The Contractor shall be responsible for exercising proper care in the performance of the contract.
- B. The Contractor shall be responsible for all damages to persons or property that occurs as a result of the Contractor's fault or negligence in connection with the execution of the contract.
- C. The Contractor shall be responsible for the repair or replacement of any property broken or damaged as a result of the Contractor's operations or the actions of the Contractor's agent or employees.

### **Responsibility and Compliance with Legal Requirements**

The Bidder's products, service and facilities shall be in full compliance with any and all state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in this invitation.

## Town's Reservation of Rights

The Town reserves the right to:

- Reject any or all quotes received with respect to this invitation;
- Withdraw the Request for Quote at any time, at the Town's sole discretion or otherwise decline to award a contract from this request;
- Make an award under this Invitation for quote in whole or in part;
- Require clarification from any Bidder to assure a full understanding of the responsiveness to the requirements of the request;
- Disqualify any Bidder whose conduct and/or bid response fails to conform to the requirements of the Request for Quote;
- Waive or modify minor irregularities in quote received received;
- Request additional information from Bidders as deemed necessary to more fully evaluate bids;
- Prior to the request for quote opening, amend this Request for Quote after its release, with appropriate written notice posted on the Town's website to correct errors or oversights, or to supply additional information, as it becomes available;
- Prior to the request for quote opening, direct bidders to submit bid response modifications addressing subsequent Request for Quote amendments;
- Change any of the scheduled dates;
- Negotiate with the successful Bidder within the scope of the Request for Quote in the best interests of the Town;
- Conduct contract negotiations with the next responsible bidder, should the Town be unsuccessful in negotiating with the selected Bidder;
- Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 60 days from the bid opening;
- Request best and final offers.

## Suspension or Termination of Agreement

- A. In the event that review of the Contractor's performance shows non-conformance to the work required by the contract, the scope of services or other terms or conditions contained herein as a result of the Contractor's errors, omissions or negligent acts, the Contractor shall be in breach of the contract and the Town may take corrective action as it deems necessary including, but not limited to, termination, withholding or reduction of payment.
- B. The Town shall also have the right to suspend the contract upon written notice to the Contractor. Such written notice shall state the reasons for suspension and allow for a review period of ten (10) days during which the Contractor shall be provided with an opportunity to respond with an explanation or justification, and/or shall undertake any reasonable remedial action required by the Town. If, in the opinion of the Town the Contractor remains in violation of the contract at the completion of the ten (10) day suspension period, the Town shall have the right to terminate the contract whereupon all obligations of the Town to the Contractor shall cease.

- C. In the event this project is terminated prior to completion of the services by the Contractor, the Contractor shall be paid for services performed to the date of termination.
- D. The Town shall have the right to terminate the contract without cause upon 30 days' notice.
- E. Nothing contained herein shall prevent the Town from pursuing any other remedy, which it may have against the Contractor including claims for damages.

### Insurance Requirements

The Contractor shall procure and maintain at his own expense throughout the Term of this Agreement, insurance of the kind and coverage minimums hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering Contractors Services, acts and omissions relating to Contractor's Services under this Agreement whether performed by the Contractor or by his subcontractors. The insurance shall be acceptable as to form, content and special conditions. In addition, all policies required by the Town shall be written on a primary, non-contributory basis with regard to work performed by the named insured. Waivers of Subrogation apply to the required underlying endorsements. **The Town of Henrietta must be named as Certificate Holder and Additional Insured on all policies.** Within ten (10) days after Contractor receives notice that he has been selected to provide Services under this Agreement, Contractor shall furnish to the Town evidence of insurance in a form satisfactory to the Town Attorney showing that Contractor has complied with all insurance requirements set forth herein. Contractor's insurance policies shall provide that such policies may not be changed or cancelled until thirty (30) days written notice of cancellation 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. Contractor shall obtain the following insurance coverage in no less than the minimum amounts noted:

#### **A. WORKER'S COMPENSATION AND DISABILITY INSURANCE:**

A policy covering the operations of the Contractor in accordance with the provisions of the New York Worker's Compensation Law, covering all operations under the Agreement, whether performed by Contractor's employees or Contractor's subcontractors (collectively "Workers"). Such coverage shall include either as part of such Worker's Compensation policy, or as part of a separate policy, coverage for Workers in accordance with that part of the provisions of the New York Worker's Compensation Law known as the Disability Benefits Law and amendments hereto.

#### **B. GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE:**

Insurance in no less than the following coverage amounts for the following:

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:**

Insurance on the Contractor's motor vehicles covering public liability and property damage in the following coverage amounts:

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

**RELEASE AND INDEMNITY:**

Contractor hereby agrees to defend, indemnify and save harmless the Town (including all officers, representatives and employees thereof) (for purpose of this Article, collectively 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 Agreement, including any additional work or services rendered under the terms of this Agreement, where such loss or expense is incurred directly or indirectly by the Town, its employees or agents, as a result of any act, omission, breach or fault of the Contractor, its agents, employees or subcontractors. 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 notify Contractor of the same and Contractor 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 indemnification. In the event of any actual negligence on the part of the Town either causing or contributing to a claim, this indemnification shall be limited to any and all liability imposed over and above that percentage attributable to actual fault on the part of the Town whether by statute, operation of law or otherwise. Where partial indemnity is provided under the contract, attorneys' fees, costs, court costs, expenses and disbursements shall be indemnified on a pro rata basis. Recovery of attorneys' fees, costs, court costs, expenses and disbursements hereunder shall include all those attorneys' fees costs, court costs, expenses and disbursements incurred in defense of any underlying claim, in the enforcement of this indemnity agreement, in the prosecution of any claim for indemnification hereunder and in pursuit of any claim for insurance coverage that the Contractor is required to procure.

**Bidders Certification of Eligibility**

By submitting this response for bid, the bidder certifies that they are not on the U.S. Comptroller General's Consolidated List of Persons or Firms Disbarred from Federal Contract for violation of various public Contracts incorporating labor standards provision nor is involved in litigation with the Town of Henrietta. Please complete and sign Exhibit D, Eligible Bidder Certificate.



## EXHIBIT A – Scope of Work

1. Location is provided as Exhibit H.
2. Three (3) complete cuttings will be done within:
  - The last two weeks of May
  - The last two weeks of June
  - The last two weeks of August
3. In the event of a drought or excessive wetness, the cutting cycles are subject to change.
4. Any and all damage caused by the Contractor to public or private property will be corrected by the Contractor.
5. The Contractor is to list the type of equipment to be used.
6. This is a one (1) year agreement with the option to renew for two (2) additional one year terms. Courtesy to residents shall be exercised at all times.
7. Safety practices shall be in force at all times.
8. Personal injury to employees of the Contractor or bystanders while performing this work will be the responsibility of the Contractor.
9. Payment will be made for only the work performed, upon inspection and proper submission of invoice and documentation. Payments will be made according to the Town policy regarding Town Board approval.
10. The maximum cutting shall be: **GRASS – 3". CATTAILS – 5"**.
11. The total cutting area is (+/-) 21,100 feet.
12. The cutting width from centerline of ditch in each direction is 8 feet (16 feet total).
13. All litter along the cutting route is to be removed by the Contractor.
14. 100% of the work shall be performed by the Contractor who signs the Contract/Service Agreement. No subcontracting will be permitted.
15. A Certificate of Insurance naming the Town of Henrietta as an additional insured and per the Insurance requirements above shall be provided to the Town.

## EXHIBIT B – Bid Form

**Project Identification:**

**CREEK CUTTING**

This Bid Submitted To:

Town Clerk  
Town of Henrietta  
475 Calkins Road  
Rochester, New York 14623

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 Invitation for Bid, 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 certifies that they are currently operating as a business that provides similar services and has operated continuously as such a business for the preceding five (5) years and that they are capable of providing staffing as required in the statement of work for the creek cutting services.
- d.) 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.
- e.) 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.
- f.) 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.
- g.) 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.
- h.) 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.

---

Legal Name of Bidder

---

Signature

EXHIBIT C – Price Proposal Sheet

**TOWN OF HENRIETTA  
PRICE PROPOSAL SHEET**

PRICE PER CUTTING YEAR 2019	\$ _____
MAXIMUM PRICE FOR ENTIRE YEAR 2019	\$ _____
PRICE PER CUTTING YEAR 2020	\$ _____
MAXIMUM PRICE FOR ENTIRE YEAR 2020	\$ _____
PRICE PER CUTTING YEAR 2021	\$ _____
MAXIMUM PRICE FOR ENTIRE YEAR 2021	\$ _____

SUBMITTING COMPANY:

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

SIGNED \_\_\_\_\_

TITLE \_\_\_\_\_ DATE \_\_\_\_\_

**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: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

**A Corporation**

By \_\_\_\_\_  
*(Corporation's Name)* *Seal*

State of Incorporation: \_\_\_\_\_

By \_\_\_\_\_  
*(Name and Title of Person Authorized to Sign)*

Attest \_\_\_\_\_  
*(Secretary)*

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

**IF Bidder is:**

**A 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 \_\_\_\_\_, be authorized to sign  
*(Name of Corporation)*

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 \_\_\_\_\_, 2019

\_\_\_\_\_  
*(Secretary's Signature)*

EXHIBIT D – Eligible Bidder Certificate

**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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
*(Notary Public)*

*(Seal)*

**Note: This form must be submitted with all Bids.**



## EXHIBIT E – 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.

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

Dated \_\_\_\_\_, 2019 BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone

**Note: This form must be submitted with all Bids.**

**The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.**

EXHIBIT F – Non-Collusion Affidavit

**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 \_\_\_\_\_, 2019.

*(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.

EXHIBIT G – Form 103-a General Municipal Law Certification

**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.

*(SEAL OF CORPORATION)*

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Signature and Title

**Note: This form must be submitted with all Bids.**

EXHIBIT H – Creek Cutting Maps and Lengths