

**CORTLAND COUNTY HIGHWAY DEPARTMENT  
60 CENTRAL AVENUE  
CORTLAND, NEW YORK 13045  
PH: (607) 753-9377  
FAX: (607) 756-8852**

**Notice to Proposers**

Pursuant to the provisions of Section 103 of the General Municipal Law, State of New York, proposals will be accepted by the Highway Department until April 27, 2010 at which time they will be publicly opened for the following service:

**Handling, Transportation, and Safe Disposal of  
Household Hazardous Waste**

The County reserves the right to reject any or all Proposals received.

Cortland County Highway Department

**COUNTY OF CORTLAND  
REQUEST FOR PROPOSALS  
FOR THE HANDLING, TRANSPORTATION, AND SAFE DISPOSAL OF  
HOUSEHOLD HAZARDOUS WASTE**

**1. Solicitation Process and Contract Award**

Verbal explanations or instructions given by a county employee to a proposer in regard to this solicitation will not be binding on the County. Formal requests for clarification of this RFP or questions regarding the terms of this RFP are to be directed in writing to Donald Chambers, Superintendent of Highways, 60 Central Avenue, Cortland, New York 13045. Any information given to a proposer in response to a formal request will be furnished to all proposers as an amendment to this solicitation, if such information is deemed necessary for the preparation of proposals, or if the lack of such information would be detrimental to submission of uniform proposals. Only such amendments, when issued by the County Highway Department, will be considered as being binding on the County.

While it is the County's expressed intention to provide for a fair and competitive solicitation for this contract, the County reserves the right to waive specific requirements of this solicitation when such waiver is deemed to be in the County's best interest.

This request for proposal does not commit the County of Cortland to award a contract or to pay any costs incurred by the proposer in the preparation of a proposal. Any proposer who submits a proposal in response to this solicitation does so at their own expense including attendance at a proposal presentation meeting or meetings to discuss the specific nature of a proposal.

The County of Cortland reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified proposers, or to cancel in part or in its entirety this RFP if it is deemed in the best interest of the County to do so. The County of Cortland may require that the proposer tentatively selected participate in negotiations, and to submit further documentation and/or revisions of their proposal as may result from contract negotiations.

The County of Cortland may award a contract based upon the proposals received, without discussion of such proposals with proposers. Each proposal should therefore, be submitted in the most favorable terms the proposer can make to the County of Cortland. The County of Cortland does, however, reserve the right to request additional data or an oral presentation in support of the written proposal.

The awarding of a contract for the work outlined in this RFP is subject to the approval of the Cortland County Board of Legislators. Contract award decisions will be made public as soon

as possible. Proposers should not assume that their proposal has been approved until the receipt of official notification from the County of Cortland. Any expenditure incurred prior to the official notification by the County of Cortland will be the sole responsibility of the proposer.

All proposals shall be evaluated by the Cortland County Highway Department, the County Attorney, and the County Administrator. It is anticipated that the County will act to select a firm prior to May 28, 2010.

The County of Cortland fully complies with the regulatory requirements and spirit and intent of Affirmative Action and Equal Opportunity Employment.

It is the intent of the county to award this contract to one Proposer.

**2. Form of Contract**

The County intends to develop its own contract for these services. The final contract for this project will involve, at a minimum, the terms and conditions set forth in this RFP (including the General Conditions) and may include those reflected in the specific proposal submitted. The content shall be the exclusive source of the proposer's rights and remedies, and shall supersede any and all prior writings, negotiations or agreements of any kind.

**3. Use of Subcontractors**

Proposers may utilize subcontractors to complete the Project Award specifications provided that the proposer is required to provide the information concerning such subcontractors as set forth in Section D of this RFP. In the event that a contract is awarded to a proposer choosing to utilize subcontractors, the successful proposer will be responsible for insuring that the subcontractors meet the requirements of this RFP and the contract between the County and the successful proposer.

**4. General Conditions**

In submitting a proposal a proposer agrees to be bound by the requirements set forth in the following General conditions. Whenever reference is made to the term Contractor this shall include the party with whom the County has entered into an agreement as well as any subcontractors whom the proposer has engaged to complete portions of the Scope of Services.

1. In submitting a proposal, the proposer is certifying that:

A. The price proposal has been arrived at independently without collusion, consultation, communication or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other proposer or any other competitor;

- B. The price proposal submitted in a proposal has not been knowingly disclosed by the proposer directly or indirectly to any other proposer or competitor.
- C. No official or agent of Cortland County has a direct or indirect interest in the awarding of a contract for the services set forth in this RFP.
2. It is agreed that the Contractor shall be responsible for any loss, personal injury, death and/or any other damage that may be done or suffered by reason of the Contractor's negligence or failure to perform any of the obligations defined by this Agreement; and the Contractor hereby agrees to indemnify and save the County harmless from any loss, cost, damages and other expenses suffered or incurred by the County by reasons of the contract's negligence or failure to perform any of the said obligations. The Contractor agrees to defend the County in any action or suit brought against the County arising out of the Contractor's negligence, errors, acts or omissions under this Agreement. The negligence of any agent, servant or employee of the contractor is deemed to be the negligence of the contractor within the meaning of this paragraph.
  3. It is understood that the Contractor is an independent contractor and shall not be considered an agent of the County nor shall any of the contractor's employees or agents be considered sub-agents for the County.
  4. The Contractor agrees to comply with the non-discrimination in employment policies as required by applicable State and Federal laws and regulations regarding employment discrimination. The Contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of age, color, creed, national origin, race, religious belief, sexual preference, or handicap.
  5. The Contractor shall without additional expense to the County be responsible for complying with any and all applicable laws, codes, and regulations in connection with the goods and services called for in the proposal.
  6. The Contractor shall not assign or transfer any interest or claim under this contract except as authorized in writing by the County and, except as set forth in the proposer's proposal, no contract shall be made by the contractor with any other parties for furnishing any of the work or services under this contract without the approval of the County.
  7. The exclusive means of disposing of any dispute arising under this contract which is not disposed of by agreement shall be decided in a New York State court of competent jurisdiction, located within Cortland County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. The contractor waives any dispute or claim not made in writing and received by the County within 30 days of the occurrence giving rise to the dispute or claim.

A claim must be in writing, for a sum certain, and any money requested must be fully supported by all cost and pricing information.

8. The performance of work under the contract may be terminated by the County in whole or in part from time to time, effective upon receipt of notice, whenever the Contractor shall default in performance of this contract or fails to make progress in prosecution of the contract work or endangers such performance and fails to cure such default within a ten (10) day period after receipt of notification from the County specifying the default.

9. The County may at any time make incidental changes within the general scope of the contract in the work and services to be performed. The contract shall be modified in writing to reflect any equitable adjustment justified by any increase or decrease in the Contractor's cost or time required for performance or change in scope of services.

10. For contracts involving services, the successful Contractor shall provide within ten (10) days and prior to any work being performed, Certificates of Insurance properly executed by an authorized representative of his insurance underwriter, evidencing that the following is in effect:

Contractor shall procure and maintain insurance satisfactory to County covering all locations and facilities operated or maintained by Contractor in the following coverages and amounts:

The CONTRACTOR shall not commence work under this Contract until he/she/it has obtained all insurance required under this paragraph and the COUNTY has approved such insurance. The COUNTY requires the following insurance coverage and amounts:

- (A) Comprehensive General Liability, including personal injury coverage of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and property damage coverage in the amount of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
- (B) Automobile coverage with a combined single limit of \$1,000,000.00.
- (C) Statutory Worker's Compensation Disability Coverage, and Unemployment Insurance.
- (D) Professional Liability Insurance in the amount of \$1,000,000.00 where applicable.
- (E) Unemployment Insurance Benefits as required by statute.

The CONTRACTOR shall submit at the time of the execution of this agreement, certificates of insurance properly executed by an authorized representative of its insurance underwriter, evidencing such insurance policies to be in full force and effect, naming the COUNTY and its officers, employees, agents and representatives as additional insured.

D. Environmental Impairment Liability - Please describe. The County will require a Certificate of Insurance showing that the above insurance requirements are in place

and that the following endorsements will also be in place for the Cortland County Household Hazardous Waste Clean-Up Day.

Notice of termination of any such policies must be provided to Cortland County Highway Department, 60 Central Avenue, Cortland, New York 1304, at least thirty (30) days in advance. CONTRACTOR may provide an umbrella policy to meet coverage limits as set forth above.

11. Prior to the preparation of a formal contract, the Contractor shall furnish a performance bond to be deposited with the County in an amount equal to one hundred percent (100%) of the accepted Proposal as security for faithful performance of this contract and furnishing materials in connection with this contract. The cost of the aforesaid bonds is to be paid by the Contractor and shall be included in the proposal submitted. An Attorney-In-Fact who signs a performance or labor and materials payment bonds shall file with each bond or copy thereof a certified copy of their Power-of-Attorney to sign such bonds.

12. The County, or its duly authorized agent, shall have access to and copies of the Contractor's records, including any books, computer tapes, disks or programs, or material pertaining to work performed under the contract, at no cost to the County, to determine and verify the compliance with all contractual conditions. The County shall be granted access to such records at all reasonable times during the contract period and for three (3) years thereafter.

13. The parties hereto agree that the laws of New York State shall apply in construing any and all provisions of this agreement.

14. By submission of a proposal under this solicitation, the proposer agrees that the County has 45 days acceptance time in which to award a contract. The County reserves the right to reject as non-responsive any offer that specifies less than 45 days of acceptance time.

15. The correct and full legal business name of the entity involved must be used on contracts issued as a result of this solicitation. A trade name, (i.e., a shortened or different name under which the firm does business), should not be used when the full legal name is different; corporations must have names that comply with state law which requires a suffix indicating the corporate status of that business (e.g., Inc., Incorporated, etc). The signature on the contract must conform to the following:

Where the contractor is a corporation, the signature must contain the corporation seal or an attestation by a separate corporate officer (usually the secretary) of the authority of the signing corporate officer to bind the corporation;

Where the contractor is a partnership, at least one general partner must sign;

Where the contractor is a sole proprietor, the owner of the company must sign.

All signatures on proposals, amendments and related correspondence must be by persons who are authorized to contractually bind the proposers.

16. The term of this contract shall commence upon execution of a contract and terminate upon successful completion and full acceptance of the program by the County.

17. This proposal is due in the Cortland County Highway Department by April 27, 2010.

## **E. Scope of Proposal**

The Cortland County Highway Department is seeking proposals from qualified contractors to provide for the proper handling, transportation and safe disposal of household hazardous wastes collected from a one day program for County residents.

The County has endeavored to incorporate within these specifications all of the elements which it reasonably anticipates will be required to accomplish the intended objectives set forth in this RFP. In submitting a proposal, a proposer is agreeing to provide services consistent with these specifications.

If a proposer identifies an additional element not included in these specifications, which in its judgement would be an essential element to accomplish the intended objectives as articulated in this RFP, the proposer should identify this element in its proposal and explain in detail why the County should consider including this element within the Scope of Services. Conversely, if a proposer identifies a task within the Scope of Services which it believes could be modified or deleted without impacting the objectives of the RFP, the proposer should provide an explanation as to why the task should be deleted or modified. The County reserves the right to accept or reject the addition, deletion or modification of an element of these specifications.

The County also reserves the right, after reviewing the RFPs, of including or excluding any of the acceptable materials listed in Part II of this document for the collection day. The County further reserves the right to add materials not listed in Part II if it so desires after selecting the successful applicant.

If during the engagement the selected proposer or the County identifies additional task requisite to the completion of the project, the proposer shall provide services to complete that task. The undertaking of any of the work or projects identified as a result of this project will be subject to approval by the County's Legislative Board. As such, it is anticipated that there will be a need for meetings and conferences between the selected proposer and County staff.

### **1. Program Goal**

The household hazardous waste clean-up program would provide residents of the County

Household Hazardous Waste Cortland County 3 8 10.doc

with an opportunity to dispose of their unwanted or out-dated household hazardous materials in a convenient, economical and environmentally sound manner. Measures will be taken to ensure that any waste generated from sources other than households and conditionally exempt generators will not be accepted at the County Program.

## **2. Program Sponsor**

Cortland County is the program sponsor.

## **3. Program Description**

Cortland County's Highway Department is sponsoring a Household Hazardous Waste Clean-Up Day to be held on a Saturday in the month of **August, 2010.**

## **4. Demographics**

Cortland County is located in central New York. It is a rural, geographically small county (population 48,599), with one major population center, the City of Cortland (population 18,740).

## **5. History of Collection Programs in Cortland County**

This will be the first HHW collection for Cortland County.

## **6. Collection Site**

The proposed collection site is the County's recycling center. Please refer to the enclosed map (page 16). Adequate area is available for staging, packaging, parking and traffic control. Cortland County will be responsible for traffic control and access. The local fire department will also be notified.

## **7. Contractor Responsibilities - The successful contractor will:**

- a) Provide properly trained and qualified staff necessary to review, segregate, package, manifest and transport delivered household hazardous wastes.
- b) Provide all equipment and supplies necessary for those portions of the collection sites used for collection, segregation, handling, packaging, and transportation of household hazardous waste, including safety and monitoring equipment.
- c) Be responsible for the set-up and take-down of the portions of each site used for collection, segregation, handling, packaging and transportation of HHW.
- d) The selected firm will be responsible for unloading participant's vehicles; segregating hazardous, non-hazardous, and recyclable materials; packaging wastes in accordance with

NYS Department of Environmental Conservation and Department of Transportation requirements, preparing container contents sheets, manifests, notifications, certifications, required shipping documents and final reports summarizing the data for Cortland County.

e) Coordinate with Cortland County to instruct all site personnel, in site safety procedures such as evacuation signals and routes.

f) Complete a site visit prior to the holding of any events in Cortland County.

g) Provide for the safe treatment and disposal of collected household hazardous waste in compliance with all applicable State and Federal regulations. The preferred waste management methods for all-wastes collected are reuse, recycling, RCRA incineration or chemical treatment, and lastly, land disposal. Land disposal is to be minimized or eliminated.

**h) Prepare and submit a comprehensive plan to the NYSDEC for approval.** The plan must include all information deemed necessary by the County and NYSDEC for the event. The County will not grant a Notice to Proceed until all requirements set forth by the County and NYSDEC are satisfied.

## **8. Hours of Operation**

The event is anticipated to be held on a Saturday in August, 2010 from 9:00 a.m. until 1:00 p.m.

## **9. Program Participants**

Household residents of Cortland County only.

## **10. Items which will NOT be accepted at Household Hazardous Waste Collection Day:**

Latex paint;  
Asbestos, Asbestos shingles, and materials containing PCBs;  
Waste Oil, unless contaminated with another fluid;  
Smoke detectors;  
Ammunition and explosives;  
Unsorted solid waste;  
Tires;  
Medications and infectious waste;  
Construction and demolition debris;  
Non-hazardous recyclable materials;  
Non-residential hazardous waste;

## **11. Site Amenities**

The site has paved surfaces, and has a large building which is equipped with water, electricity, restrooms and other necessary support facilities to properly handle such an event,

## **12. Function of Department Staff and Volunteers**

Cortland County will make all arrangements regarding the preparation of the site including posting of signs and markers. The successful contractor shall obtain the necessary State and Federal permits. The County will notify and file the necessary reports to the NYS DEC for the clean-up day activities. County employees and volunteers will direct traffic, provide information, but will not handle materials brought onto the site.

## **F. Directions for Proposal Submission**

The following are the items which are required to be submitted as part of a Proposal. Failure to submit any of the following may result in the proposal being deemed non-responsive.

1. A statement accepting the conditions of this request for proposals in writing including the general conditions. The proposer should also identify any proposed deviations to the Scope of Services consistent with the conditions set forth in Section E of this RFP.
2. Name and location of principal location of business. An ownership disclosure form is to include the names and addresses of all partners, officers, and directors and any other person with an ownership interest of greater than 5%.
3. A listing by function of any proposed subcontractors to be employed by the proposer on this project. Provide an approximation of the amount of work to be performed by each subcontractor on a percentage basis.

The following describes the information which must be furnished as part of the proposal and the format in which it must be presented.

**Proposals shall be submitted in the following format:**

<b>Part I</b>	<b>Technical Proposal</b>
<b>Part II</b>	<b>Proposed Price Schedule</b>

Any technical proposal submitted will be evaluated in accordance with the criteria listed below. Evaluation of proposals will be weighed among these factors:

- Background and experience
- Technical proposal
- Cost proposal

Cortland County will give preference to Proposers who consolidate wastes.

Each of the listed items must be addressed. A proposal will not be considered complete

Household Hazardous Waste Cortland County 3 8 10.doc

unless it is determined to be technically acceptable for all of the criterion. If a proposal contains a significant deficiency for a criteria it will not be considered acceptable for that criteria. A deficiency is defined as that part of a proposal which would not satisfy the requirements of this request for proposals. Any proposal which is incomplete, conditional, obscure, or contains irregularities of any kind may be rejected.

A per car charge that will include all of the above charges, but not be limited to, set-up charges, labor charges, insurance costs, equipment charges, and transportation charges, and separate disposal charges. The County shall not be liable for any project cost except as reflected in the unit charges or minimum charge.

## **PART I. TECHNICAL PROPOSAL REQUIREMENTS**

The following documentation shall be provided along with the proposal. This documentation shall be considered in determining the technical acceptability of the proposal. Each proposal shall include the following:

8. **Company History and Experience** - Provide a narrative description of the firm 's history and its experience in handling, transporting and disposing of hazardous waste. Include any recent (within the past two years), previous experience with similar household hazardous waste clean-up days in other communities and provide locations, contact names, and a brief description of the services rendered by your firm. All things being equal, preference will be given to firms, which have experience in New York State.
9. **Compliance with Local, State and Federal Regulations** - Each firm responding to the RFP shall demonstrate its ability to handle and transport hazardous waste by providing a copy of all current local, state and federal permits and certifications issued to the firm pertaining to the handling and transportation of hazardous waste. Such demonstration shall include compliance with requirements under RCRA 40 and 49 CFR, New York State 's Codes, Rules and Regulations, and comparable requirements in other states through which the waste might travel.

The firm shall similarly provide copies of current permits and certifications and demonstrate compliance relative to the hazardous waste disposal facilities, which will be used in conjunction with the waste generated by the project. If the responding firm does not own or operate a hazardous waste disposal facility, it shall provide documentation demonstrating (1) the facility to be used is in compliance with local, state and federal regulations, and (2) that the respondent 's firm shall have access to such facility for the waste to be generated by this clean-up program.

10. **Personnel Training and Certification** - Provide a detailed listing of equipment and personnel as well as their job duties, training and certification requirements. Include the procedures required of all firm employees that will be receiving, handling, packing, manifesting, transporting and disposing of wastes to be accepted at the proposed clean-up day. Team members shall be specified by name and copies of their professional profiles shall

be included in this proposal. Information in the profile should also include the length and type of experience of the individual.

11. **Operations Plan** - This plan shall include a description of how operations and predominant waste types will be handled for the collection day, including a specific waste determination, segregation, packaging plan and security plan. A site drawing -showing placement of safety equipment, areas for receiving, packaging, handling, and loading of the material received should be provided.

Cortland County shall make arrangements regarding the preparation of the site including posting of signs and traffic control devices. The successful Proposer will be required to obtain the necessary permits, including DEC approval, for the event. The contractor shall send copies of all permits, and description of arrangements to the County prior to the event.

12. **Safety Procedures** - The successful proposal must include safety precautions that will be used to ensure safe conditions at the site.
13. **Equipment to be Utilized** - List the types of equipment that will be used including:
  - a. size of containers
  - b. what items will be consolidated
  - c. what types of materials will go into a solid waste container
  - d. site monitoring equipment
14. **Spill Prevention, Spill Response and Contingent Plan** - Must be included in the proposal. It shall encompass all the steps the contractor will take in the event of a spill or other emergency.
15. **Acceptable/Non-Acceptable Waste(s)** - List categories of household hazardous waste materials, pesticide products, containers and quantities that the firm WILL and WILL NOT accept for disposal if awarded a contract for the proposed Household Hazardous Waste Clean-Up Day. If certain typical household products containing hazardous materials will not be accepted, please explain why. Indicate under what circumstance the firm will not accept waste NOT in its original container.
16. **Unknown Waste Handling Procedures** - Explain the procedures which will be utilized to determine the acceptability of this type of waste.
17. **Disposal Site** - Provide information regarding exactly where and how waste accepted by the program will be disposed of by the firm if awarded a contract. Provide documentation that demonstrates the firm's ability to utilize any listed authorized hazardous waste treatment, storage or disposal facility. Include ownership and permit numbers of the disposal facility and the anticipated time frame from collection to ultimate disposal. Responses should also include which types of acceptable materials cannot be legally disposed in a landfill. Include

a brief description of all recycling, reuse and treatment options, which may be utilized including names, locations, and permit numbers of ultimate facilities.

18. **Transportation** - For each Transportor used, the Contractor shall provide all applicable state(s) hauling permit numbers in the proposal. Specify the type of shipping papers that will be used.
19. **Packaging** - Provide a description of how materials will be packaged.
20. **Additional Requirements** - Each proposal submitted in response to the RFP shall provide that the contractor will:
  1. Guarantee that a manifest document will accompany any and all shipments of waste collected at the Project in accordance with the NYCRR Part 364 and 49 CFR Parts 100-177.
  2. Agree to package, label, mark and placard all waste collected at the event(s) prior to transportation in accordance with NYCRR Part 364.
  3. Agree to contractually assume the County of Cortland 's responsibilities as a generator in the receipt, packaging, transporting and disposal of the waste in question.
  4. Agree to accept typical household and conditionally exempt generated materials which are exempt from the requirements of 6 NYCRR Part 364, 365 and 366.
  5. Clean up any inadvertent spills that occur during the Household Hazardous Waste clean-Up Day, either in the staging area or in the parking lot.
  6. Assume total liability for any spills that might occur during the transport of wastes between the project site and the ultimate disposal site.
  7. Have the capacity to secure additional personnel, drums and trucks to service the clean-up(s) in the event that the amount of waste collected during the project far exceeds the capability/capacity of the crew and equipment assigned to the project.
  8. Agree to indemnify, defend and hold harmless the County of Cortland from any and all claims of liability associated with the collection, transport and disposal of wastes from the clean-up day event.
  9. Will document its efforts by submitting copies of advertisements and affidavits of publications, correspondence, telephone logs, and other

documents, which reflect the contractor's efforts to meet the M/WBE-EEO program requirements of the New York State Executive Law Article 15-A.

21. **References** - Provide a minimum of five references from clients for which your firm has provided similar services. Include the name of a contact person, full address, and telephone number.
1. Specify whether or not the firm will re-manifest wastes after collection and prior to disposal.
  2. Specify the amount of time required for set-up and clean-up at the project site if different than schedule in Part II.
  3. Specify the name, address and telephone numbers of a key contact person with whom the county should communicate relative to the firm's proposal.

### **Location Map**



## PART II. PROPOSAL PRICE SCHEDULE

### Proposal Price

Household Hazardous Waste Cortland County 3 8 10.doc

**A. Per Car Charge**

Per Car \$

Minimum Charge \$

The per car charge is to include, but not be limited to, set-up charges, labor charges, insurance costs, equipment charges, transportation charges, and disposal charges. The per car charge includes 25 items, if a car has 26 to 50 items it shall be counted as two cars, if a car has 51 to 75 items it would be counted as three cars and in the event that a car has more than 75 items it would be counted as four cars. A minimum charge may be included to protect the vendor in the event of a lower than expected turn-out, however the maximum amount of the contract shall not exceed \$8,000.00.

**B. Testing Unknown/Unlabeled/Generic**

Each \$

**C. Storage** - If any items are to be stored prior to treatment/disposal, list the facility name, address and ID number here

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Dates Available: August 7, 2010  
August 21, 2010  
August 28, 2010

If none of the above dates are available, please indicate the next date your firm will be able to complete the project \_\_\_\_\_, 2010.

**SIGNATURE /NON-COLLUSIVE STATEMENT**

The undersigned proposes to furnish products or services to specifications included in this bid document, at the price(s) set forth, as required to meet the County's needs. Any deviation to the specifications must be noted on the bid form, fully explained and attached or the deviations will not be considered part of the bid.

Deviations: Yes \_\_\_\_\_ No

Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the County of Cortland, to sign a waiver of immunity against subsequent criminal prosecution, etc.

- (a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five 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 on or after the first day of July, nineteen hundred fifty-nine or 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 cancelled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

By submission of this bid, each bidder and each person signing on behalf of any bidder certified, 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 behalf:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restrictive 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 restrictive competition.

Company Name:

Address:

City, State, Zip Code:

County:

Federal Identification No:

Area Code/ Telephone No:

Area Code/Fax Number:

E-mail Address:

Web Site:

Authorized Signature:

Typewritten Name:

Title:

Date: