TOWN OF YORKTOWN
PROCUREMENT
REQUEST FOR PROPOSALS
INSTRUCTIONS TO BIDDERS

NOTICE IS HERE GIVEN that sealed proposals will be received by the Town Clerk, Town of Yorktown, Westchester County, NY until 10:00 A.M. on December 17, 2026 at Town Hall, 363 Underhill Avenue, Yorktown Heights, N.Y. 10598 for **Lake Mohegan Aquatic Pesticide Treatments**. Copies of the Request for Proposal Documents will be available in the office of the Town of Yorktown Town Clerk located at 363 Underhill Avenue, Yorktown Heights, NY 10598. A completed Proposal Form must be returned to the Town Clerk, 363 Underhill Avenue, Yorktown Heights, NY 10598, marked: **"Proposal: Lake Mohegan Aquatic Pesticide Treatments"**

The Proposal Documents consists of the following documents:

1. **Instructions to Bidders**
2. **Part One** Proposal Form
3. **Part Two** General Terms and Conditions of Proposal
4. **Part Three** Specifications
5. **Non-Collusive Bidding Certificate**

A submitted proposal will consist of

1. one original completed **Proposal Form**, signed on behalf of Bidder with information for all blanks supplied, and a detailed listing of any exceptions taken by Bidder; and

2. a signed Non-Collusive Bidding Certificate.

Diana Quast, Town Clerk
Town of Yorktown
Master Municipal Clerk

TOWN OF YORKTOWN
PROCUREMENT
REQUEST FOR PROPOSALS
PART ONE
PROPOSAL FORM

The Town of Yorktown seeks proposals from qualified parties to supply the following goods and services: **Lake Mohegan Aquatic Pesticide Treatments**

BIDDER'S OFFICIAL CORPORATE NAME (required, if bidder is a corporation):
_____

BIDDER'S D/B/A NAME (if any) _____

Price for Preparation and Submission of Permit Applications
Total Dollar Amount: $ _____
Amount in words: _____

Price Per Cutrine Ultra Treatment
Total Dollar Amount: $ _____
Amount in words: _____

Price Per Copper Sulfate Treatment
Dollar Amount: $ _____
Amount in words: _____

Price Per EarthTec Treatment
Dollar Amount: $ _____
Amount in words: _____

Price Per Treatment Date for Sampling, Reporting and Lab Analysis
Dollar Amount: $ _____
Amount in words: _____

The price(s) set forth above shall remain valid for one (1) year from the date of proposal award. **Prices in the proposal must cover all of bidder's costs. There shall be no additional charges to the Town for postage, mailings, delivery, training, set-up, notifications, sampling, lab work, DEC reporting, etc.**

Name of person authorized to submit proposal for bidder:
_____

Signed: _____
[Signature of authorized person]

TITLE of authorized person: _____

TOWN OF YORKTOWN
PROCUREMENT
REQUEST FOR PROPOSALS
PART ONE (page 2)
PROPOSAL FORM

Lake Mohegan Aquatic Pesticide Treatments

BIDDER'S CORPORATE NAME:

_____

BIDDER CONTACT INFORMATION:
PRINT NAME: _____

TITLE: _____

Address: _____State: _____ Zip: _____

Phone: _____

Fax: _____

Email: _____@_____

- END OF PROPOSAL FORM -

TOWN OF YORKTOWN
PROCUREMENT
REQUEST FOR PROPOSALS
PART TWO

General Terms and Conditions of Proposal

Section 1. **Proposal Form**

1.1 Bidder shall complete the Proposal Form by filling in the unit price and the total price in the appropriate designated spaces. Unit price and total price of each item shall be written legibly in ink, or typed. All proposals shall be signed in ink. Any erasures or alterations shall be initialed in ink by the signer. The completed Proposal Form shall be submitted, along with any documentation in support of the proposal if required by the Proposal Documents, in a sealed envelope addressed as required in the Request for Proposals on or before the time and at the place so designated. Any Proposal Form which has been materially altered in any way may render the proposal nonresponsive and the proposal rejected.

1.2 In the event of a discrepancy between the unit price and the total price of the Proposal Form, the unit price will prevail. All prices must be quoted "per unit" quantity specified. All items not bid shall be indicated as "not bid" in the total price space. When proposals are requested on a lump sum basis, proposer must bid on each item in the lump sum group. A proposer desiring to bid "no charge" on an item in a group must so indicate.

1.3 Failure to comply with the provisions of this section may be grounds for rejection of the proposal.

1.4 Correction or withdrawal of a proposal because of an inadvertent, non-judgmental mistake in the Proposal Form requires careful consideration to protect the integrity of the competitive proposal process, and to ensure fairness. If the mistake is attributable to an error in judgment, the Proposal Form may not be corrected. Proposal correction or withdrawal by reason of the non-judgmental mistake is permissible at the sole discretion of the Town Clerk, but only to the extent that it is not contrary to the interests of the Town or the fair treatment of other bidders.

1.5 By signing the Proposal Form, the bidder certifies that:

i. the person whose signature appears below is legally empowered to bind the bidder;

ii. the bidder has read the complete Proposal Documents and understands and agrees to all terms and conditions set forth in the Proposal Documents;

iii. if accepted by the Town, the proposal is guaranteed as written and will be implemented as stated;

iv. By submission of the proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law.[1]

Section 2. **Quality and Samples**

2.1 All services, equipment, material and supplies proposed must conform to the description and specifications set forth in the in the Proposal Documents, or their reasonable equivalent.

2.2 References in the Proposal Documents to type, style, brand or trade name, and catalog are intended to be descriptive only and not restrictive.

Section 3. **Request for information or interpretation and/or clarification of the Proposal Documents**

3.1 Bidders shall have seven (7) business days prior to the proposal opening date to notify the Town Clerk in writing of any errors or defects in the Proposal Documents which would prevent bidder from providing a responsive proposal.

3.2 No interpretation of the Proposal Documents will be made to any bidder orally by any representative of the Town.

3.3 Any request for information or interpretation and/or clarification of the Proposal Documents must be addressed in writing to Diana Quast, Yorktown Town Clerk, 363 Underhill Avenue, Yorktown Heights, NY 10598, and be submitted not later than five (5) business days prior to the date fixed for the opening of proposals.

3.4 Any written response to a request for information or interpretation and/or clarification of the Proposal Documents shall be issued by Town Clerk and will be incorporated into and made part of the Proposal Documents. The Town Clerk's

[1] List found at http://ogs.ny.gov/about/regs/docs/ListofEntities.pdf.

decision shall be final and binding on all parties. Such Addenda will be mailed to all prospective bidders. The failure of any bidder to receive such Addenda will not relieve the bidder of any obligation to comply with the terms and conditions of the Addenda.

3.5 If any questions or responses require revision to the proposal solicitation as originally published, such revision will be by formal amendment only. If the solicitation includes a contact person for technical information, bidders are cautioned that any oral or written representation made by this or any other person that materially changes or appears to materially change any portion of the solicitation must not be relied upon unless subsequently ratified by a written amendment to this solicitation. For determination as to whether any such representation requires an amendment, contact the Town Clerk.

Section 4. **Non-Collusion**

4 .1 Bidder shall certify that it has complied with all of the requirements stated in the non-collusive bidding certificate by signing the form included in the Proposal Documents. Failure by bidder to complete and sign the non-collusive bidding certificate will constitute grounds for rejection of the proposal.

Section 5. **Late Proposals**

5.1 All proposals received after the deadline date and time stated in the Instructions to Bidders will not be considered and will be returned to the bidder unopened. The bidder assumes the risk of any delay in the mail and the handling of the mail by the employees of the Town. Whether sent by mail or by means of personal delivery, the bidder assumes all responsibility for having the proposal delivered on time and to the place specified above.

Section 6. **Proposal Opening**

6.1 Sealed proposals will be publicly opened on the date and time specified in the Instructions to Bidders. Proposals may be read aloud to those persons present when practicable. Any bidder may request to review any submitted Proposal Form by arranging a mutually convenient time with the Town Clerk.

6.2 The prices stated in the Proposal Form are irrevocable until the Notice of Award is issued, unless the proposal is withdrawn only after the expiration of sixty (60) days from the proposal opening and only in writing received by the Town Clerk and in

advance of the issuance of the Notice of Award.

Section 7. **Delivery Point**

7.1 Deliveries shall be made in accordance with the specifications, and shall be made Monday through Friday from 8 a.m. to 2 p.m. unless otherwise stated in the Specifications, at the location set forth in the Specifications. F.O.B., except on national, state or local holidays when Town buildings are closed. Bidder shall be responsible to verify that the appropriate Town building for delivery is open prior to delivering items. All proposal items shall be unloaded and placed within the particular Town building, at points of delivery, and in quantities, as directed by the Town. Any costs incurred by the Town or bidder due to the failure of bidder to comply with this requirement will be the responsibility of bidder. Bidder should be prepared to furnish proof of delivery, if requested by Town.

7.2 If bidder is shipping proposal items to Town using a third-party carrier (US Postal Service, UPS, FedEx), there shall be no additional shipping charge to the Town.

7.3 Delivery will not be complete until the goods are inspected and accepted by the Town.

Section 8. **Date of Delivery**

8.1 Delivery of all items under this proposal shall be made not later than the date specified in the proposal document. If bidder cannot meet the delivery date specified in the proposal document, bidder shall state on the proposal form the proposed date of delivery and such date will considered when determining responsiveness in awarding the proposal.

Section 9. **Damages**

9.1 Bidder shall be fully responsible for shipping and delivery of proposal items in an undamaged condition. Bidder shall be fully responsible for performance of work in a satisfactory manner with satisfactory results in the discretion of the Town. Town will not consider the carrier responsible for damaged or delayed deliveries. Any proposal item damaged or broken when delivered to Town shall be replaced immediately by bidder at no cost to the Town.

Section 10. **Warranty/Guarantee**

10.1 By submitting its proposal, bidder is deemed to warrant and guarantee as follows:

10.2 All goods furnished in by the bidder are guaranteed against defects in workmanship and/or material for a period of one (1) year from the date of delivery to Town.

10.3 Any goods furnished must be standard, new, latest model of the regular stock product, as required by the specifications, with parts regularly used for the type of equipment offered.

10.4 No attachment or part will be substituted or applied contrary to manufacturer's recommended and standard practice. All regularly manufactured stock electrical items must bear the label of the Underwriters Laboratories, Inc. It is the responsibility of bidder to advise Town in the Proposal Form if electrical equipment to be furnished hereunder does not have a U.L. label. Any equipment provided under the proposal which is or becomes defective during the guarantee period shall be replaced or redone by bidder, free of charge. All replacements shall carry the same guarantee as the original equipment. Bidder shall make any such replacement promptly upon receiving written notice from Town.

Section 11. **Purchase of Additional Quantities of Proposal Items**

11.1 Unless Town requests bidder to supply used goods or materials, Town may purchase additional quantities of the proposal items from bidder at any time during the contract period, for the same price and under the same terms and conditions as set in the Proposal Form.

Section 12. **Breach of Contract/Termination**

12.1 If bidder fails to deliver as ordered, or within the time specified, or within reasonable time as interpreted by Town, or fails to make replacement of rejected or defective goods, whether so requested immediately or as directed by Town, that shall constitute a breach of the contract, and Town may purchase goods from other sources to take the place of the goods rejected found defective or not delivered. Town reserves the right to authorize immediate purchase (within 24 hours) from other sources against rejections on any contract when necessary. On all such purchases bidder agrees to reimburse Town promptly for excess costs occasioned by such purchases. Should the cost be less, bidder shall have no claim to the difference. Such purchases may be deducted from the outstanding invoices or claims, or charged back against future invoices. Without limiting the foregoing,

Town reserves the right to terminate the Contract upon breach upon ten (10) days of notice provided to bidder.

Section 13. **Assignment Prohibited**

13.1 Bidder shall not assign, transfer, convey, sublet, subcontract or otherwise dispose of the contract or its right, title, or interest therein, or its power to execute such contract, to any other person, or entity without the prior written consent of Town.

Section 14. **Special Requirements**

14.1 Special requirements for any proposal may supersede and/or be added to any provision contained in the instructions noted above. These instructions are to be considered an integral part of all proposals.

Section 15. **Criteria**

15.1 In evaluating a bidder's responsibility the Town may consider the following factors, among others:

i. financial resources;

ii. technical qualifications;

iii. experience;

iv. organization, material, equipment, facilities, and personnel resources and expertise (or the ability to obtain them) necessary to carry out the work and to comply with required delivery or performance schedules, taking into consideration other business commitments;

v. a satisfactory record of performance;

vi. a satisfactory record of business integrity;

vii. any other factors the Town deems relevant in its sole discretion.

PART THREE

GENERAL SPECIFICATIONS

Lake Mohegan Aquatic Pesticide Treatments Specifications

Dates of Work: Approximately February 1, 2027 – September 30, 2027

Summary:

Mohegan Lake Improvement District is seeking a qualified company to 1) prepare and submit all necessary applications to the New York State Department of Environmental Conservation (DEC) for permits to apply copper sulfate, Cutrine Ultra, and EarthTec to Lake Mohegan to control blue-green algae blooms in the 2027 beach season, 2) apply those chemicals to Lake Mohegan to control excessive algae growth, particularly harmful algal blooms (blue-green algae, a/k/a cyanobacteria), and 3) make observations and take measurements of lake conditions prior to each lake treatment. Companies responding to this RFP must have experience submitting similar successful permit applications to DEC, and must be available to perform up to 10 applications at no less than two week intervals commencing with the appearance of algae growth in May 2027. Proposal should include all work to prepare and submit all of the necessary applications, including but not limited to the Article 15 Aquatic Pesticide Permit applications, the Article 24 Freshwater Wetlands permit applications, and the SPDES permit applications. Please provide pricing for all of the necessary permit applications, and pricing per treatment application including all labor and equipment needed to treat Lake Mohegan with a spray application from a boat. The lake is approximately one mile long and 103 acres. Each treatment will be to the top 6 feet of one half of the lake, or approximately 51 acres (306 acre feet). Bidder must have appropriate licenses to apply aquatic pesticides, and specifically copper sulfate, Cutrine Ultra, and EarthTec to water bodies in New York State, be insured for liability, and if selected, will additionally insure the Town of Yorktown and Mohegan Lake Improvement District, and will carry NYS statutory worker's compensation insurance covering employees who will be performing services under the proposal. The bidder selected will be required to take an open water sample prior to each application, and furnish a report on lake conditions, phytoplankton species,

and water quality data as specified below.

Background:

Mohegan Lake is a 103 acre lake in northern Westchester County, New York, in the Town of Yorktown. The area surrounding the lake is a combination of wooded areas and populated residential areas. For decades, Mohegan Lake has been subject to blue green algae blooms that have interfered with seasonal recreational uses of the lake. At some point almost every summer, the Westchester County Health Department, in consultation with the State Department of Health, closes Mohegan Lake beaches to swimming due to the presence of heavy concentrations of blue green algae (cyanobacteria), and the toxins produced by it (including Microcystin). The lake has been treated with copper sulfate and similar copper products with mixed results. Cutrine Ultra and EarthTec have proven to be more effective than copper sulfate, but in the doses and frequency of treatments permitted by DEC, they have not been effective enough to completely avoid beach closures and keep the lake swimable for entire summer seasons. Alum was applied to the lake in Spring 2019 as part of a NYS DEC pilot project, although using a dosage that was inadequate to inactivate a sufficient amount of the phosphorus in the lake. Thus, there continued to be beach closures by the Health Department in 2019, as well as subsequent years. While numerous lake management efforts have been under way for a number of years (including aeration, cleaning of catch basins in storm drains, weed harvesting), these have not been enough to address the negative effects caused by the excessive amount of phosphorous in the lake. In the short term, to maintain safe recreational use of the lake in the summer, while long-term lake management efforts continue, we have decided to continue treating the lake to control blue green algae blooms. We would like the option to treat the lake with copper sulfate; Cutrine Ultra; and EarthTec in 2027. We are obtaining separately all necessary Town of Yorktown permits to authorize these treatments.

Scope:

<u>Preparation and Submission of Permit Applications</u>

The proposal should include the cost (including all permit fees) to provide all labor and materials necessary to prepare/submit the relevant permit applications for the 2027 beach season to enable treatment of the lake with a choice of copper sulfate, Cutrine Ultra, and EarthTec. This includes preparation and submission of the following as required by NYS DEC:

- **Article 15 Applications for Permits to Use a Pesticide for the Control of an Aquatic Pest**

    - Preparation of the Aquatic Pesticide Downstream Modeling Spreadsheet as required by DEC
- **Article 24 Freshwater Wetlands Permit application**
- **General Pesticide Permit for Point Source Discharges from Pesticide Applications (SPDES)**

The work includes preparation of all necessary documents for required mailings to riparian and downstream owners, performing those and all other necessary mailings required to obtain the permits including the postage, labor, and all necessary materials (paper, printing/photocopying, envelopes, etc.), as well as doing any required public notice advertisements. It is the responsibility of the bidder to determine and provide everything needed by DEC for 2027 permits for copper sulfate, Cutrine Ultra, and EarthTec lake treatments.

The Mohegan Lake Improvement District will make available information about Lake Mohegan. We will also obtain any necessary Town wetlands permits. We will provide an electronic file with the mailing labels extracted from the Town tax rolls. For the mailing, there may be approximately **17 riparian owners of downstream property** affected, and while there are approximately **1,398 riparian owners of lakefront property or parcels with rights to use the lake, a number of them are condominium owners or members of municipal park districts. Assuming that single notices may be provided to the condominium associations and park districts, the number of individual mailings may be approximately 307 to homeowners' association members and 160 to lakeshore owners.** This information is provided for information purposes only. **It is the bidder's responsibility to determine and comply with the DEC notice requirements to obtain the permits.**

Time is of the essence for performance of the work of submission of the permit applications, which should be completed as quickly as possible, and **no later than 60 days after the selection of the vendor and the approval to proceed** via issuance of a purchase order by the Town of Yorktown.

<u>Treatment and Reporting</u>

Work involves application of Cutrine Ultra, copper sulfate, and EarthTec in Lake Mohegan as an aqueous solution by a licensed contractor approved for aqueous pesticide applications in New York State. A maximum of one-half of the lake (approximately 51 acres) would be treated per application to minimize the effect on the fish and other lake fauna. The

treatments would be sprayed into the water from a boat. There will be no application within 100 feet of the state designated wetlands at the south and north ends of the lake, or within 100 feet of the outflow area in the north end. The bidder selected is expected to provide all equipment and supplies necessary to perform the lake treatments, including but not limited to the boat, chemicals, and application equipment. The bidder selected will provide the necessary license/certification information for the NYS DEC permits. The bidder selected will also provide any reporting required by NYS DEC in respect to the treatments, and will provide the proper and timely notification to NYS DEC in advance of each treatment, provide the required notices to riparian users around the lake, and simultaneously notify the Mohegan Lake Improvement District. On the date of each lake treatment, the selected bidder will make observations and take measurements of lake conditions, as specified below.

- **North, South, and Midpoint of Lake: measure alkalinity, DO, water temperature, and pH.**
- **Midpoint of Lake: Microcystin test (algal toxin test strip); 200 ml sample for detailed algal analysis**

Detailed description of the required tests is below:

At three locations in the center of the lake – one in the north, one in the south, and one in the midpoint - measurements of alkalinity, dissolved oxygen, water temperature, and pH. A single sample will be taken from the midpoint of the lake to determine microcystin toxin levels using an algal toxin test strip for microcystins. An open water 200ml sample will be taken from the midpoint of the lake on the date of each lake treatment, and used to perform a microscopic examination/count equivalent to the PhycoTech, Inc. IFCB Algal Analysis – Full Assemblage. The report provided will include the relative cell concentration and relative biovolume of the algal functional groups of Non-harmful Cyanobacteria; Ceratium; Cryptophytes & Dinoflagellates; Chrysophytes, Haptophytes & Diatoms; Euglenophytes; Chlorophytes; Taste & Odor Producers; Harmful Cyanobacteria; Miscellaneous; and Unclassified. It will also include summary information including the total algal concentration in cells/mL; HAB concentration in cells/mL; total biovolume; and HAB biovolume. Finally, it will include a breakdown by individual Taxa present, including NU/mL, Cells/mL, the biovolume, and relative biovolume percentage. Subsequent to the treatment, the selected bidder will provide a report to the Mohegan Lake Improvement District on water quality, including all of the observations and test results described above.

The selected bidder will submit all reporting required by NYS DEC. The selected bidder will provide the form of notification to be distributed in advance of each treatment. The Mohegan Lake Improvement District will apply for and provide the necessary Town of Yorktown permits, and will designate an area to access the lake. The pricing proposed should include all of the above mentioned observations, measurements, reporting, sampling and lab analysis performed at the time of each Cutrine Ultra, copper sulfate, or EarthTec treatment. The bidder selected must provide signed invoices for each treatment, specifying the work completed, breaking down the costs into labor and materials, and attaching the required reporting.

Cutrine Ultra (Pesticide EPA Registration Number 8959-53) has an active ingredient in a 27.8% concentration of Copper Ethanolamine Complex, Mixed. The application rate for Cutrine Ultra would be .6 gallons/acre foot with a maximum treated depth of the top 6 feet. The dosage rate for Cutrine Ultra is designed to ensure a concentration of no more than .2 ppm in the upper 6 feet of the lake. Each treatment would cover 51 surface acres and 306 acre feet. This would involve a dosing in a single application of 183.6 gallons of Cutrine Ultra, and a total annual dosage if all 10 treatments are performed of 1,836 gallons.

Old Bridge Chemicals, Inc. **Copper Sulfate** fine crystals (Pesticide EPA Registration Number 46923-4) active ingredient is Copper Sulfate Pentahydrate in 99% concentration. It will be dissolved in water for the treatments. The application rate for Copper Sulfate would be .815 pounds/acre foot with a maximum treated depth of the top 6 feet. The dosage rate for Copper Sulfate is designed to ensure a concentration of no more than .3 ppm in the upper 6 feet of the lake. This would involve a dosing in a single application of 248 pounds of Copper Sulfate, and a total annual dosage if all 10 treatments are performed of 2,480 pounds.

EarthTec (Pesticide EPA Registration Number 64962-1) is a liquid with an active ingredient of 20% copper sulfate pentahydrate (5% metallic copper equivalent). The application rate for EarthTec would be .4 gallons/acre foot with a maximum treated depth of the top 6 feet. Each treatment would cover 51 surface acres and 306 acre feet. This would involve a dosing in a single application of 122.4 gallons of EarthTec, and a total annual dosage if all 10 treatments are performed of 1,224 gallons.

It is anticipated that treatments would begin on or after May 1st, and may be repeated at

intervals of two weeks or longer until approximately September 30th, with a maximum of 10 treatments. Time is of the essence for performance of the work.

The exact number of Cutrine Ultra treatments, if any, will be at the sole discretion of the Mohegan Lake Improvement District. The exact number of copper sulfate treatments, if any, will be at the sole discretion of the Mohegan Lake Improvement District. The exact number of EarthTec treatments, if any, will be at the sole discretion of the Mohegan Lake Improvement District. In making these determinations, the District will consider lake conditions and other factors, and will consult with the bidder selected. While there is no guarantee that any treatments with any of the above products will be authorized in 2027, the Mohegan Lake Improvement District may consider treating the lake with copper sulfate in May (up to 2 treatments), treating the lake with Earthtec in June, July and August (up to 7 treatments), and treating the lake with Cutrine Ultra between Labor Day and September 30th (up to 1 treatment). Alternatively, the Mohegan Lake Improvement District may consider treating the lake with copper sulfate in May (up to 2 treatments), and alternating bi-weekly between copper sulfate and Cutrine Ultra treatments in June, July and August (up to 7 treatments). These are hypothetical examples based on past practices; the exact number of treatments, if any, will be at the sole discretion of the Mohegan Lake Improvement District.

In Part One of this Proposal, the Bidder must specify the all-inclusive price for submission of all of the required permit applications for copper sulfate, Cutrine Ultra, and EarthTec; the bidder must also specify the all-inclusive per treatment price for performance of each single requested Cutrine Ultra treatment, the all-inclusive per treatment price for performance of each single requested copper sulfate treatment, and the all-inclusive per treatment price for performance of each single requested EarthTec treatment. The Bidder must also specify the all-inclusive price for each treatment date for the sampling, reporting and laboratory analysis including all of the lake observations and measurements as specified herein above including the dissolved oxygen measurements, water temperature, pH, alkalinity, microcystin toxin levels, and algal analysis. The all-inclusive price for each item in Part One includes but is not limited to all chemicals, DEC permit fees, postage, mailings, notifications, samplings, lab work, reporting, and labor/materials/equipment required to perform each task.

Proposed Bidder shall perform, at its sole cost and expense, all work in compliance with all applicable laws.

NON-COLLUSIVE BIDDING CERTIFICATION

This Non-Collusive Bidding Certificate is made pursuant to Section 103-d of the General Municipal Law of the State of New York. By submission of this proposal, Bidder and each person signing on behalf of Bidder certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by Bidder and will not knowingly be disclosed by Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

A proposal shall not be considered for award nor shall any award be made where (1) (2) and (3) above, have not been complied with; provided, however, that if in any case Bidder cannot make the foregoing certification, Bidder shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where (1) (2) and (3) above have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

Dated: _____ Bidder: _____
(Legal name of person, firm or corporation)

By: _____
(Signature)

_____
(Please Print Name)

_____
(Title)

State of New York)
County of_____)ss.:
On the _____ day of _____ in the year 2026 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(Notary Public)