Bid Item_____

Date of Issue: _____

NON- COLLUSIVE BIDDING CERTIFICATION

In accordance with the provisions of section 103-d of the General Municipal Law as amended, the following " Non-Collusive Bidding Certification" is and shall become a part of this proposal: A. By submission certifies, and, in the case of a joint bid, each party there to certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief; 1.the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; 2.unless otherwise required by law, the prices which been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to openings, directly or indirectly, to any other bidder or to any competitor; 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 restriction of competition.

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In accordance with the provisions of section 103-a of the General Municipal Law the following clause is hereby inserted to provide;

" That upon refusal of a person, when called before a grand jury to testify concerning any transaction or contract with the State, any political subdivision thereof, a public authority or with any public department, agency, or official of the State 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 from there-after selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency, or official thereof, for goods, work or services, for a period of five 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, since the effective date of this law, by such person, and by any firm, partnership, or corporation or terminated by the member, partner, director, or officer may be cancelled or terminated by the municipal corporation with out incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid."