

Town of Milton

Request for Proposals

2023 - 2024 REFUSE COLLECTION PROGRAM

The Town of Milton, County of Saratoga, State of New York, is requesting sealed proposals to provide a refuse collection program for the Town of Milton in accordance with the terms contained herein.

Sealed proposals must be submitted to the Town Highway Office Town of Milton, 503 Geyser Road, Ballston Spa, New York 12020 before 2:00 p.m., March 13, 2023, at which time the proposals will be publicly opened and read. Proposals must be submitted in a sealed envelope with the specification number clearly written on the face of the envelope.

Each proposal must contain a non-collusion certificate and a hold-harmless clause. Corporations submitting proposals shall be authorized to do business in the State of New York. A proposal may not be withdrawn within 45 days of the actual date of the proposal.

Proposal specifications and forms may be obtained at the Town Highway Department, 503 Geyser Road, Ballston Spa, New York during regular business hours 9:00 a.m. to 3:00 p.m. Questions should be directed to Rebecca Dreher at (518) 885-9220 or rdreher@townofmiltonny.org.

The Town reserves the right to reject any and all proposals, to waive any and all information, and the right to disregard all non-conforming, non-responsive or conditional proposals.

David Forbes, Highway Superintendent
Highway Department
February 22, 2023

REQUEST FOR PROPOSAL
Town of Milton
2023 - 2024 Refuse Collection Program

The issuing agency is the Town of Milton. This document outlines the terms and conditions, and all applicable information required for submitting a proposal. Proposers should pay strict attention to the proposal submission date and time to prevent disqualification. To ensure compliance with the proposal requirements and to prevent possible disqualification, proposers should follow the format and instructions contained in this document. Failure to include all required information and/or required signatures may result in the proposer being deemed “non-responsive”. Required documentation to be submitted with this proposal is a properly completed proposal form, non-collusion form, hold-harmless form, and acknowledgement of any issued addendum.

Town of Milton shall thoroughly review the requirements of the proposal as well as all contractor requirements to ensure proposal/contract compliance.

Proposers are requested to retain this specification for future reference in connection with the items listed.

The Town of Milton is requesting Proposals for the provision of a Refuse Collection Program. All Proposers are to meet the minimum specifications below. Prices are to include all equipment, materials, labor, hauling, fuel, supplies etc. to satisfy the requirements of the request for proposal. The successful contractor will receive a purchase order in lieu of a tax- exempt certificate.

Proposals are to be submitted by 2:00 pm March 13, 2023 in duplicate. Proposals are to be submitted to:

Town of Milton
Highway Department
503 Geyser Road
Ballston Spa, NY 12020

Contractors should contact Rebecca Dreher at 518-885-9220 for information regarding this proposal.

All questions should be submitted in writing, citing the particular proposal paragraph title by March 8, 2023, to be considered. Prospective contractors should note that all clarifications and exceptions including those relating to the terms and conditions of the contract are to be resolved before the award of the proposal. Answers to all questions of a substantive nature will be given to all contractors in the form of a formal addendum that will be annexed to and become part of the proposal award.

GENERAL: The purpose of this proposal is to solicit from interested vendors to provide a Refuse Collection Program at the Town of Milton Complex for all residents of the Town of Milton, excluding businesses. Contractor will provide an adequate number of staff and 3 (40 cubic yards) roll-off containers (to be hauled as needed (when filled)) throughout the duration of the days chosen by the Town of Milton to conduct the program. Collection Days will be April 29th and May 6th from 9:00 am to 3:00 pm, but maybe reduced as determined by the Town of Milton based upon budgetary constraints. This project is subject to prevailing wage rates and vendor is required to submit certified payroll reports with their invoice. Vendor also needs to provide proof of insurance including workers compensation and name the Town as additional insured on their general liability policy. The Price will hold firm throughout the completion of this project.

Additional Proposal Requirements:

- The proposal should be broken down into a lump sum Refuse Collection Program cost per day fee, which would include but is not limited to labor, equipment, hauling, fuel, administrative and overhead, and a per ton fee for waste disposal.
- All items accepted during a refuse collection program day are to be removed the same day by the contractor.

- Items collected during the program are the responsibility of the vendor to dispose of properly in accordance with applicable laws and regulation including those laws and regulations relating to recycling.
- Vendor must conduct the program during the dates and times determined by the Town.
- **Vendor will be required to produce and mail a town wide flyer, alerting all residents of resident collection program and the criteria relating to waste being accepted. This mailing is to be reviewed by the Town before circulation and must be mailed at least two weeks in advance of the first collection date and the cost of the mailing is the vendor's responsibility. The Town will provide the vendor with a mailing list.**
- Prospective contractors should coordinate with the Highway Department to confirm areas to be used at the Town Complex for the program and access the level of effort required to complete the project.
- Contractors are to use adequate numbers of skilled workmen who are thoroughly trained and experienced for the proper performance of the work. The successful contractor may not subcontract work without prior Town approval.
- Town will be responsible for verifying residency of program participants.
- **Town will be responsible for accepting and collecting all acceptable scrap metal and provided said waste container.**

***ACCEPTABLE ITEMS:**

Furniture: Sofa, Love seats, recliners, tables, chairs, mattress, box spring, rugs/carpets (4' or less/rolled), patio furniture
Appliances: washer, dryer, hot water tanks, stove, dishwasher, grills
Fixtures: sinks, toilets, cabinets, doors, screens
Misc.: bicycles, lawn mowers (gas and oil removed), weed-eaters/trimmers, small automotive parts (no oil or gas), small household repair materials, small metal sheds

***NOT ACCEPTABLE:** Appliances with Freon (refrigerators, freezers, air conditioners), riding mowers, televisions, computers, electronics, fluorescent bulbs, motor oil, gas cans, propane tanks, paints, stains, sealers, household chemicals, aerosol cans, gas cans, propane tanks, tree stumps, logs, yard waste, loose trash/garbage, wood sheds, boats, demolition material, tires

***Note on proposal form any additions or deletions of acceptable/non-acceptable materials.**

PROPOSALS

Each Proposal must be submitted in duplicate with an original signature on each of the original forms furnished by the Town. A statement explaining any proposed deviations from the requirements of this document, including additions, deletions, exceptions and revisions is required. All blank spaces on the Proposal form must be completed and no change shall be made to the phraseology and general intent of this Proposal. Proposals that are illegible or that contain any erasures, alterations, additions or irregularities of any kind may be rejected as informal. Proposal are to be submitted by 2:00 pm of March 10, 2023. Each contractor will take responsibility for timely delivery. Any and all Proposals delivered in any manner after the aforementioned time, date and place will be considered non-compliant.

Each proposal package shall be sealed in a clearly marked envelope with all required literature, explanation and forms.

PROPOSAL IS AN OFFER

Your Proposal is submitted with full knowledge and acceptance of all provisions of the request for Proposal. Your Proposal submitted in response to this RFP is a binding offer valid from the Proposal opening date until 60 days thereafter or until completion of the contract if you are the successful contractor.

WITHDRAWAL/MODIFICATION

You may withdraw or modify your submitted Proposal any time prior to the Proposal submission date provided that your withdrawal or modified Proposal is in writing and received by the Contact Person prior to the submission deadline. You are solely responsible for the timely delivery of your withdrawal or modified Proposal.

AWARD

The Town Board reserves the right to accept any alternate proposal not significantly altering the proposal specifications.

Further, the Town Board reserves the right to reject any and all proposals, to waive any and all information, the right to disregard all non-conforming, non-responsive or conditional proposals and to use NYS or other Municipal Contracts for the procurement of the item if it becomes available.

The term of this contract will be for the 2023 - 2024 Refuse Collection Program with the option to renew for one (1) additional program year at the discretion of the Town.

The contract if awarded will be to the lowest responsive/responsible proposer(s) in part or in whole who meet(s) all the terms of the specifications. The Town guarantees no minimum or maximum purchases or contracts as a result of award of this proposal. Town reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this proposal in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of such contracts is at the discretion of the vendor and the vendor is only bound to any contract between the Town and the vendor. Additionally, the Town reserves the right to purchase any goods or services included as a part of this proposal from any means legally available to it at any time.

INSURANCE:

Workers Compensation:

The Contractor and subcontractor shall procure and maintain during the life of this contract, Workers Compensation for all of his employees to be engaged in the work on the project under this contract and in case of any such work sublet, the Contractor shall require his subcontractor similarly to provide workers compensation insurance for all the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the contractor's compensation insurance. This coverage shall meet the Statutory Limits of New York State.

Comprehensive Commercial General Liability including Contractual on a primary and non-contributory basis:

The Contractor shall procure and maintain insurance in the following amounts:

- a. \$1,000,000 – each occurrence bodily injury and property damage
- b. \$2,000,000 – general aggregate
- c. Include the Town of Milton as additional insured.

Umbrella Liability:

- a. \$2,000,000 – over primary coverage
- b. Include the Town of Milton as additional insured.

Business Auto Liability:

- a. \$1,000,000 – bodily injury and property damage combined limit
- b. \$1,000,000 – hired and non-owned autos included.

Certificates:

Certificates of Insurance acceptable to the Town shall be filed with the Town prior to commencement of the work. The certificates and insurance policies required by this project shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice given to the Town.

PAYMENT TERMS

A Town voucher and invoice with all associated paperwork, including refuse collection tonnage documentation, for the project shall be delivered or mailed to the Town of Milton, 503 Geysers Road, Milton, NY 12020. Certified payroll reports should accompany all requests for payments. Upon final completion and acceptance, the Town will pay the proposer the amount owed pursuant the proposal in the Town's next scheduled cash disbursement payment cycle.

The Contractor understands that this project is subject to the payment of prevailing wages. The schedule of prevailing wage rates and prevailing hourly supplements for the project may be accessed through the NYS Department of Labor website. Furthermore, the Contractor understands that certified payrolls must accompany the invoice submitted to the Town and no payment will be made by the Town until the certified payrolls are provided.

LAWS AND REGULATIONS

Proposers agrees to comply with all federal, state and local laws and regulations that may affect the cost, progress, performance and furnishing of the work and equipment related to this project.

SAFETY: It shall be the sole responsibility of the Contractor to provide all necessary safety items for their employees and the public. All work shall be done in accordance with the latest regulations of OSHA, NYS Department of Labor, and the NYS Department of Transportation.

MISCELLANEOUS

The Town is committed to a policy of equal opportunity and does not discriminate against vendors on the basis of age, sex, sexual orientation, race, color, creed, religion, ethnicity, national origin, disability, marital status, familial status, veteran status or any other basis protected under federal, state and local laws, regulations, and ordinances.

The Town is committed to maintaining a workplace free from sex harassment and sexual harassment is a form of workplace discrimination. The Town has a zero tolerance policy for any form of sexual harassment. This policy applies to contractors as well doing business with the Town.

All vendors/contractors must disclose the name of any officer, director or agent who is also an employee of the Town. Further, all vendors/contractors must disclose the name of any Town employee who owns, directly or indirectly, an interest of 10% or more in the company or any of its subsidiaries or affiliates. There shall be no conflicts in existence during the term of any contract with the Town. The existence of a conflict shall be grounds for termination of the contract.

TAX PROVISIONS

Purchases made by The Town of Milton are not subject to state or local taxes or federal excise taxes. The official Town of Milton purchase order or voucher for materials, equipment and supplies is sufficient evidence to qualify the transaction exempt from sales tax under Section 116(a)(1) of the Tax Law.

QUALIFICATIONS OF PROPOSERS

The Town of Milton reserves the right to reject any proposals where qualifications, financial standing, equipment, personnel or facilities of the proposer or any subcontractor are not satisfactory.

- Any proposer proposing to subcontract any operation must submit a listing of their own facilities, including number of personnel and equipment, plus a letter from any proposed subcontractor containing the following information:
 - certification that he/she is aware he/she has been named as a proposed subcontractor;
 - a statement that he/she is capable of fulfilling the operations for which he/she has been named as a subcontractor in complete accordance with the specification;
 - a complete listing of his facilities, equipment and number of personnel. The Town reserves the right to inspect the proposer's facility and perform such investigations as may be deemed necessary.
- Failure of proposer to submit the required letter(s) may be cause for rejection of proposal.
- After an award has been made, there shall be no sub-contracting allowed without written consent of the Town other than the operations that have been approved and specified in the award.
- No contract will be awarded except to responsible proposers capable of providing the goods requested or performing the class of work contemplated. Before the award of contract, any proposer is required to show that he has the necessary facilities, experience, ability, and financial resources to perform the work in a satisfactory manner and within the time stipulated. If the contract contains items for material or work the character of which will depend upon the contractor's skill or experience, he is required to show proof that he has a satisfactory record of similar work performed of materials furnished.

DECISION OF THE TOWN OF MILTON

In any event, the decision of the Town, regarding the qualifications of proposers or subcontractors to accomplish the contract shall be final.

PRIOR PERFORMANCE

No proposal shall be accepted from or contract awarded to any person who is in arrears to the Town, upon debt or contract, or who is in default as surety or otherwise upon any obligation to the said Town, nor shall a proposal be accepted or contract awarded to any contractor whose performance of any previous contract was unsatisfactory.

NON-PERFORMANCE

If the Contractor fails at any time performing work required by this contract within the time limits specified, the Town shall have the right to terminate the contract upon ten (10) business days of written notice to the Contractor.

INSPECTION/EVALUATION

The Town or its authorized representative reserves the right to inspect all work performed and recordkeeping provided by the Contractor and all work performed and paperwork provided must be to the sole satisfaction of the Town. If the work performed and paperwork is not satisfactory, as determined by the Town, the Contractor must correct the deficiency accordingly at no additional cost to the Town.

HOURS OF WORK:

No laborer, worker or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Town may apply to the NYS Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

INCORPORATION OF TERMS: All provisions of the Proposal Specifications and the proposer’s signed proposal shall be considered a binding contract upon acceptance by the Town.

EQUIVALENCE

This proposal specification as set forth are intended to be descriptive and the Town will consider proposals from any vendor who can meet or exceed the specifications listed in the proposal as they relate to quality durability and performance. Deviations will not disqualify a proposal where deviations are minor and do not affect quality, durability or performance. Any such deviations from proposal specifications must be explained on the vendor’s proposal submissions. The Town’s decision will be final in any case where a product is to be considered as equal to the specifications.

ADHERENCE TO SPECIFICATIONS

The entire proposal is understood to be in accordance with the specification and this proposal, unless the proposer explains otherwise in detail. The Town of Milton reserves the right to request clarification and additional information where deemed necessary.

DECISION OF THE TOWN DESIGNATED REPRESENTATIVE OF THE TOWN

To prevent all disputes and litigation, it is further agreed by and between the parties to this Proposal that the Town Designated Representative (TDR), which for this project is the Highway Superintendent shall, in all cases, determine the amount or the quantity of the work to be paid for under this Proposal, and shall determine all questions in relation to said work; and shall, in all cases, decide every question which may arise relative to the execution of this Proposal on the part of said Proposer, and his estimate and decision shall be final and conclusive upon said Proposer, and such estimate and decision, in case any question should arise, shall be a condition precedent to the right of the Proposer to receive any money under this agreement, and a condition precedent to the commencement of any action by the contractor to recover any monies under this proposal or any damages on account of any alleged breach thereof.

INDEMNIFICATION

For the purpose of this section, the terms Proposer and Town shall include the officers, employees, subcontractors, respective agents or anyone else acting in their behalf. The Proposer agrees to assume the risk of all damage, loss, costs or expense, and agrees to indemnify and hold harmless the Town from and against any liability, damage, loss or expense which may accrue to be sustained by the Town on account of any claim, suit, or action brought against the Town for the death of or injury to persons

or destruction of property involving the Proposer sustained in connection with performance of the contract arising from any cause whatsoever except negligence or willful misconduct of the Town or its' employees acting within the scope of employment.

SILENCE OF SPECIFICATION

The apparent silence of this specification and any supplemental specification as to the details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.

RECORDS

The Proposer shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, ("the Records")). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The Town, State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Proposer within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The Town shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Proposer shall timely inform an appropriate Town official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Town's right to discovery in any pending future litigation.

MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Proposer hereby stipulates that the Proposer either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

COMPLIANCE WITH NYS INFORMATION SECURITY BREACH & NOTIFICATION ACT

Proposer shall comply with the provisions of the NYS Information Security Breach and Notification Act (General Business law Section 899-aa; State Technology Law Section 208).

INTERNATIONAL BOYCOTT

In accordance with Section 200-f of the Labor Law, the Proposer agrees, as a material condition of the contract:

- That neither the Proposer nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in any international boycott in violation of the provisions of the United States Export Administration Act of 1969, as amended, or the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder:
- That if the Proposer or any substantial owner of affiliated person, firm, partnership or corporation has been convicted or subjected to a final determination by the United States Department of Commerce or any other appropriate agency of the United States of a violation of the United States Export Administration Act of 1969, as amended, or the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder, the Proposer shall notify the Town of such conviction or determination in the manner prescribed by the NYS's regulations.

NON-DISCRIMINATION REQUIREMENTS

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Proposer will not discriminate against any employee or

applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Proposer agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Proposer agrees that neither it nor its subcontractors shall be reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Proposer is subject to fines of \$50 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The Proposer will not discriminate against employees or applications for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Town contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrades, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

The Proposer shall state, in all solicitations or advertisements for employees, that, in the performance of the Town contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

PROPOSAL SUBMISSION
2023 - 2024 Town of Milton
Townwide Refuse Collection Program
Date of Issue: February 22, 2023

TO: Town of Milton
 Attn: Highway Department
 503 Geysers Road
 Ballston Spa, New York 12020
 RE: Townwide Refuse Collection Program

FROM: _____
 (Full Company Name)

 (Street Address)

 (City, State, Zip Code)

 (Telephone and Facsimile Number)

The undersigned agrees to provide the service of a Townwide Refuse Collection Program for the amounts listed below:

	<u>2023</u>	<u>2024</u>
Lump Sum Refuse Collection Program Daily Fee (Including all labor, equipment, hauling, fuel, administration, overhead etc.)	\$ _____	\$ _____
Refuse Disposal Fee (Per Ton)	\$ _____	\$ _____

The undersigned agrees to provide the full services for the aforementioned project, including all labor, equipment, hauling, materials, supplies, administration, overhead etc. for the above aforementioned amounts:

_____ hereby agrees to indemnify and hold harmless
 (Name of contractor)

the Town of Milton, its officers, employees and agents from any and all liabilities for injuries to persons (including wrongful death) or property, claims, losses, damage or action arising or alleged to arise from the performance of the work or services provided by the contractor, its officers, employees, agents or volunteers while engaged in the fulfilling the terms of this contract including, but not limited to, any damages the Town is required to pay over to any person or entity, and the costs of reasonable attorney fees, litigation costs, disbursements and expenses incurred in defending against any claim, suit or action, under the contract described herein, to the extent permissible by law.

By submission of this Proposal, each contractor and each person signing on behalf of any contractor certifies and, in the case of joint Proposals, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of 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 price with any other contractor or with any competitor.

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

No attempt has been made or will be made by the contractor to induce any other person, partnership, or corporation to submit a Proposal for the purpose of restricting competition.

Signature of Contractor

Title

Name of Business

Date

NON-COLLUSIVE PROPOSAL CERTIFICATION

(Section 103-d of the General Municipal Law)

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies and, in the case of joint proposals, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. 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 price with any other proposer or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or competitor.
3. No attempt has been made or will be made by the proposer to induce any other person, partnership, or corporation to submit a proposal for the purpose of restricting competition.

Signature: _____ Title: _____

Signature: _____ Title: _____

Business Name: _____ Date: _____

Town of Milton

Spec. No: _____

Date of Issue: _____

RESOLUTION

(For Corporate Proposers Only)

Be it resolved that _____ be authorized to sign
(Name of Individual and Title)

and submit the proposal or proposal of this Corporation for the above items and to include in such proposal or proposal the certificate as to non-collusion required by Section 103-d of the General Municipal Law as to the act and deed of such Corporation, and for any inaccuracies or misstatements in such certificates this corporate proposer shall be liable under the penalties of perjury.

The foregoing is a true and correct copy the resolution adopted by _____
(Name of Corporation)

at a meeting of its Board of Directors held on _____ and is still in full force and (Date)
effect on _____.
(Date)

Seal of Corporation

(Secretary of Corporation)

Town of Milton

Date of Issue: _____

HOLD HARMLESS

_____ hereby agrees to indemnify and hold harmless
(Name of contractor)

the Town of Milton, its officers, employees and agents from any and all liabilities for injuries to persons (including wrongful death) or property, claims, losses, damage or action arising or alleged to arise from the performance of the work or services provided by the contractor, its officers, employees, agents or volunteers while engaged in the fulfilling the terms of this contract including, but not limited to, any damages the Town is required to pay over to any person or entity, and the costs of reasonable attorney fees, litigation costs, disbursements and expenses incurred in defending against any claim, suit or action, under the contract described herein, to the extent permissible by law.

Signature: _____ Title: _____

Signature: _____ Title: _____

Business Name: _____ Date: _____