

Request for Bids

TREE REMOVAL, TREE PRUNING & STUMP GRINDING IN THE VILLAGE OF HASTINGS-ON-HUDSON

SPECIFICATIONS

(Dated: 10/28/2022)

Bid Opening Date:
11/18/2022
10:00 A.M.

Village of Hastings-on-Hudson
7 Maple Avenue
Hastings-on-Hudson, NY 10706
Tel: (914) 478-3400
Fax: (914) 478-4624
Website: www.hastingsgov.org

NOTICE TO BIDDERS

The Village of Hastings on Hudson hereby invites the submission of sealed bids
For:

**TREE REMOVAL, TREE PRUNING & STUMP GRINDING IN THE VILLAGE OF
HASTINGS-ON-HUDSON**

Bids will be received until 10:00 A.M. on:

Date

11/18/2022

By:

Anthony Costantini

Village Clerk

7 Maple Avenue

Hastings-on-Hudson, NY 10706

The scope of work includes tree trimming and removal performed primarily throughout the Village streets, parks, and facilities, and will be made available beginning on Friday, October 28, 2022 online at <https://www.hastingsgov.org/village-clerk/pages/legal-public-notice> or by sending an email to the Village Clerk at acostantini@hastingsgov.org.

In addition to the above, the Village of Hastings-on-Hudson has partnered with BidNet as part of the Empire State Purchasing Group and will post our bid opportunities and any addendums to this site. As a vendor, you can register with Empire State Purchasing Group and be sure that you see all of the Village's available bids, addendums, and opportunities. Detailed plans and specifications for said bid may be obtained through the Empire State Purchasing Group at the following link: www.bidnetdirect.com/new-york/hastings-on-hudson

Bids will be opened and read aloud 11/18/2022 at 10:00 A.M..

Awards will be made at a meeting to be held at a later date

Clearly label your package:

**TREE REMOVAL, TREE PRUNING & STUMP GRINDING IN THE VILLAGE OF
HASTINGS-ON-HUDSON**

The Village of Hastings-on-Hudson reserves the right to reject any or all bids.

Vendors may submit questions in writing up to 4:00 PM on 11/04/2022.

Answers will be posted online at <https://www.hastingsgov.org/village-clerk/pages/legal-public-notice> in the appropriate Bid Document file and distributed to all known bidders by 4:00 PM on 11/10/2022.

INSTRUCTIONS TO BIDDERS

1. Bids must be submitted on the attached set of forms. (Do not separate these sheets).
2. Each Bidder must state that no employee or member of the Village, and no spouse of such employee or member, is directly or indirectly interested in the proposal.
3. The proposal is to be enclosed and sealed in an envelope marked with the name of the bidder and "Bid for: TREE REMOVAL, TREE PRUNING & STUMP GRINDING."

Proposals must be received by:

Anthony Costantini
Village Clerk
7 Maple Avenue
Hastings-on-Hudson, NY 10706

BY 10:00 AM, 11/18/2022

and will not be considered if submitted on other than the attached form bid. Bids will be opened at a time to be determined by the Owner.

NAME OF BIDDER:

ADDRESS OF BIDDER:

SIGNATURE OF AUTHORIZED OFFICER:

TITLE: _____

DATE: _____

TELEPHONE: _____

SCOPE OF WORK

The Village of Hastings-on-Hudson is soliciting qualified firms or individuals to provide **TREE REMOVAL, TREE PRUNING AND STUMP GRINDING** as detailed herein. These services will be on a scheduled as well as an “as needed” basis.

One Unit consisting of three (3) qualified tree workers with 70’ extension bucket truck and chipper per eight (8) hour day inclusive of debris removal and disposal of wood chips, debris, and logs. Two Units must be available, if necessary. If Units are scheduled based upon the completion of a specific job, the contractor cannot change the number of Units assigned to that job without prior approval of the Village.

AND

One Unit consisting of three (3) to four (4) qualified tree workers with equipment appropriate for performing work in densely wooded areas or areas with no acceptable vehicle access to facilitate the use of a bucket truck and chipper per eight (8) hour day inclusive of debris removal and disposal of wood chips, debris, and logs.

Pruning work should follow up to date ANSI A300 standard practices for pruning. Improper pruning work can lead to future issues.

The Village requests that the contractor respond to the Bid Request covering the estimated unit quantities as stated herein.

EXPERIENCE

The contractor shall present with the proposal evidence that he or she has at least five (5) years of satisfactory experience in the trimming, felling and/or removal of trees within public rights of way and on public parklands. The contractor shall guarantee that any employee operating chainsaws, tools, machines or equipment associated with this work shall have experience and proper training in the operation of such.

SAFETY FIRST

The contractor shall conduct all operations in a safe manner. All workers shall use all necessary personal protection equipment for the work being performed. All workers shall have proper safety training as it pertains to tree trimming and removal.

TRAFFIC CONTROL

The Contractor shall inconvenience traffic as little as possible. Efforts shall always be made to preserve at least one-way traffic on street.

Handling of traffic on State and County highways shall be with the approval and in accordance with the requirements of the NY State Department of Transportation in the case of State highways, and the Westchester County Department of Public Works in the case of County

highways. The Contractor will be required to consult with the Chief of Police and the Chief of the Fire Department to ascertain requirements with respect to Village roads, and their directions are to be fully complied with in all details. All necessary permits for such work shall be obtained and shall be paid for by the contractor.

Access to private properties over driveways shall be maintained. Temporary structures erected by the Contractor to accomplish this shall be safe. The Contractor shall be liable for any damage or injury resulting from the work.

When it is necessary to close a street temporarily, detours shall be provided and plainly and adequately marked. Adequate barricades, lights and other warning shall be provided and erected to protect the public for the work. No additional compensation shall be allowed for traffic control. All costs thereof shall be included in the lump sum and unit prices bid for the work.

SCHEDULING

Except for emergencies, a minimum of 48 hours' notice will be given prior to need. If any emergency arises, a crew must be available for that possibility 24 hours per day, 7 days a week, with response within 2 hours of the emergency call out. Should an emergency crew be unavailable, the Village of Hastings reserves the right to call in the next lowest bidding contractor.

For multiple work orders, Contractor must provide the Village with a schedule for performance. Unless otherwise discussed and agreed upon, Contractor must be able to begin work within 48 hours of scheduling.

All company units on site must have phones or pagers for communication. Successful bidder must have an I.S.A. Certified Arborist on its staff for consultation or advice.

BID DUE DATE

Sealed bids will be accepted up until 10:00 A.M. on November 18, 2022, either in the Clerk's Office, Village Hall, 7 Maple Avenue, Hastings-on-Hudson, NY 10706 or mailed to the attention of the Village Clerk, Anthony Costantini, to be received by the Bid Due Date. Electronic proposals are also accepted via BidNet at: www.bidnetdirect.com/new-york/hastings-on-hudson

Please return the completed Bid Form and Non-Collusive Bidding Certification by the bid date indicated above.

AWARD CRITERIA

The award of a contract (or contracts) for the described services will be made by the Village of Hastings-on-Hudson's Board of Trustees and shall be based on the cost of services and adherence to all required qualifications

Multiple suppliers may be awarded the bid as required and necessary and as in the best interest of the Village of Hastings-on-Hudson.

RIGHT TO REJECT PROPOSALS

This Bid Proposal does not commit the Village to award a contract, pay any cost incurred in the preparation of a proposal in response to this Bid request or to procure or contract for services. The Village intends to award a contract on the basis of the best interest and advantage to the Village, and 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 this Bid Proposal in part or in its entirety, if it is in the best interest of the Village to do so.

CANCELLATION CLAUSE

Any violation of the terms, conditions, requirements and/or non-performance of the agreement resulting from this Bid proposal shall result in immediate cancellation. The agreement may be cancelled by the Village and/or for any other reason(s) upon thirty (30) days written notice.

ESTIMATES AND BASIS OF PAYMENT

In responding to this Bid Proposal, the Contractor shall provide his pricing as requested on our Bid Form page attached herein. The price shall cover the cost of furnishing all equipment, labor, and materials necessary to complete the work as described in *Scope of Work*.

Estimates shall be written to detail the cost of work in number and type of Units required to perform work.

Payment requests shall be made upon completion of work and with a detailed invoice.

The contractor shall also provide any necessary information requested when and if adjustments need to be made to this contract. This information will also be utilized when the contractor is called upon by the Village to perform additional services.

TERM OF CONTRACT

Award of this contract shall be for a term of twelve (12) months with the mutual option to renew for up to two (2) one (1) year periods. It is our intent to have this contract work commence January 1, 2023, and end on December 31, 2023.

EQUIPMENT

The Contractor shall provide all personnel, equipment, vehicles, and tools required to effectively perform the *Tree Removal, Pruning and Stump Grinding* as detailed herein.

All bidders must complete Section C. EQUIPMENT under BIDDERS QUALIFICATIONS.

It is the Contractor’s sole responsibility to maintain any and all equipment it requires to fulfill its obligations under this contract. The Village of Hastings-on-Hudson reserves the right to inspect and approve all contractor equipment. The Contractor must replace any equipment the Village determines unfit for use with equipment approved by the Village.

Notwithstanding these requirements, it is the Contractor’s sole responsibility to ensure equipment used in conjunction with this contract is safe. The Village assumes no liability for unsafe equipment even if the Village approves the equipment for use. Further, it is the Contractor’s sole responsibility to safeguard and secure this equipment. The Village assumes no liability for damages caused to the Contractor’s equipment by misuse, theft, or vandalism while operating or idle within Village boundaries.

PERFORMANCE REVIEW

Contractor shall be available to meet with the Village Manager, Superintendent of Public Works, and the Superintendent of Recreation to discuss any suggestions or complaints regarding the execution of the contract. It is the expectation that after such meeting, suggestions are to be implemented and complaints remedied.

LIABILITY REQUIREMENTS

The awarded vendor(s) shall be responsible for all damage to life and property due to negligent, reckless or malicious intentional activities of the awarded vendor, his subcontractors, agents or employees in connection with his services under this Agreement. The awarded vendor(s) specifically agrees that his Subcontractors, agents, or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is expressly understood that the awarded vendor(s) shall indemnify and save harmless the Village of Hastings-on-Hudson, from claims, suits, actions, damages and costs of every name and description resulting from the negligent, reckless or malicious intentional performance of the services of the awarded vendor under this Agreement, and such indemnity shall not be limited by reason of enumeration of any insurance coverage herein provided. Negligent performance of services, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the awarded vendor’s failure to meet professional standards and resulting in obvious or patent errors in the progression of his work.

The awarded vendor(s) shall, during the performance of the work, maintain the following insurance in the types and amounts, and with insurers satisfactory to the Village of Hastings-on-Hudson:

Commercial General Liability (CGL) Each Occurrence	(5,8 & 9)
General Liability	\$1,000,000
Personal & Adv injury	\$1,000,000
Med Expense Any One Person	\$5,000
Damage to Rented Premises	\$50,000
General Aggregate	\$2,000,000
Products – Comp/Op Aggregate	\$1,000,000

Auto Liability – including BI and PD (AL)	(2 & 7)
Combined single Limit per accident	
Any Auto	\$1,000,000
Or	
All Owned	\$1,000,000
All Hired	\$1,000,000
All Non-Owned	\$1,000,000
Excess/Umbrella Liability	(1)
Each Occurrence	\$3,000,000
Aggregate	\$3,000,000
Workers Compensation and Employers Liability	(3)
Each Employee	Statutory
Each Accident	Statutory
Disability Benefits	(3)
Each Employee	Statutory

- (1) The Per Occurrence and Aggregate limits for specified coverage should apply on a per location or per project basis.
- (2) Automobile Liability Coverage is required IF an automobile is used in the execution of the contract. A vendor using a third party for shipment or transport does not require Automobile Liability Insurance.
- (3) An ACORD form is NOT acceptable proof of NYS Workers' Compensation (WC) or Disability Benefits (DBL) Insurance coverage. For WC, secure form C-105.2 or U-26.3. For DBL, secure form DB.120.1.
- (5) The Village of Hastings-on-Hudson should be named as an Additional Insured on the policy using ISO Additional Insured Endorsement CG 2010 11/85 or an endorsement providing equivalent or broader coverage.
- (7) If applicable policy should be endorsed to cover snowplow operations.
- (8) Property Insurance – the contractor shall cover materials being installed on site, in transit, &/or at any other location.
- (9) Asbestos/Lead Abatement & Environmental Clean-Up, if applicable. Coverage for the removal of asbestos &/or lead and related pollution events, including coverage for third-party liability claims for Bodily Injury, Property Damage and Clean-Up Costs. \$1M Per Occurrence/\$2M Aggregate including Products/Completed Operations. If a retroactive date is used, it must pre-date the inception of the contract.

ASSIGNMENT

The awarded vendor(s) shall not subcontract any portion of this Agreement without the prior written consent of the Village of Hastings-on-Hudson.

LABOR LAWS/PREVAILING WAGE

The awarded vendor(s) will be required to comply with all applicable laws, including, but not limited to, Labor Laws, Prevailing Wage Rates and Workers Compensation. Certified payrolls are required with every request for payment to the Village of Hastings-on-Hudson or if requested by the New York State Labor Department.

ERRORS, ADDENDA AND INTERPRETATIONS

If a bidder finds any omissions, discrepancies, or errors in the Contract Documents, or is in doubt as to the meaning of the specifications or other Contract Documents, the bidder should notify the Village Manager, who may correct, amend, or clarify such documents by interpretation or addendum. If the bidder fails to so notify the Village Manager, he will be held rigidly to the Village Manager's interpretation of the specifications after the Contract is executed.

No interpretation of the meaning of the specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretation must be in writing via email to Mary Beth Murphy, Village Manager, at villagemanager@hastingsgov.org, and, to be given consideration, must be received at least five (5) days prior to the opening of bids.

BID SECURITY

1.1. Each Bid shall be accompanied by a bank check or bid bond (the “Bid Security”) in an amount equal to at least five percent (5%) of the Bid proposed (the “Contract Amount”), payable without condition to the Village of Hastings-on-Hudson as a guaranty that the bidder, if the Bid is accepted, will execute the Contract in accordance with the Bid and other Contract Documents, will provide proof of requisite insurance, and will furnish a good and sufficient bond for the payment to all persons supplying labor and material for the Work. After the canvass of Bids, the Bid Securities of all bidders except the three (3) lowest will be returned promptly.

1.2. The five percent (5%) Bid Guaranty will be forfeited upon the successful bidder’s failure to sign the Contract and/or furnish the requisite bonds and proof of insurance, if required, within ten (10) days after the award of the Contract.

1.3. Bidders submitting a bank check as Bid Security shall also submit a Certificate of Surety from a licensed surety bond company in the form set forth in the Bid Documents assuring the Village that the surety will provide the payment bond required by the Bid Documents. Bidders submitting a bid Bond as Bid Security are not required to submit a Certificate of Surety.

OFFER OF SURETY
(To be Completed by Each Bidder)

In the event the above proposal is accepted and the undersigned is awarded the Contract for work, the undersigned offers as surety for faithful performance, bond and/or bonds to protect labor and material man, the following surety:

SURETY COMPANY

Signed _____ -

(Bidder)

CERTIFICATE OF SURETY to be signed by a duly authorized official, agent or attorney of the Surety Company.

In the event that the above Proposal is accepted and the contract for the work is awarded

to said _____ the
(Bidder's Name)

_____ will execute the Surety Bonds as
(Surety Company)

herein before provided.

Signed: _____

Dated: _____

HOLD HARMLESS AGREEMENT
(To be Approved by Your Attorney)

The Contractor (and all subcontractors) shall, during the performance of this work, take all necessary precautions and place proper safeguards for the prevention of accident and shall indemnify and hold harmless, the Village of Hastings-on-Hudson, its employees, officers and agents from all claims, suits and actions and all damages and costs to which they may put by reason of death or injury to all persons or property of another resulting from unskillfulness, willfulness, negligence or carelessness in the performance of the work or in guarding and protecting the same or from any improper methods, materials implements or appliances used in its performance or construction or by or on account of any direct or indirect act or omission of passive or concurrent negligent act or omission by the Village of Hastings-on-Hudson or any of its employees, officers or agents may have directly or indirectly caused or contributed thereto.

BIDDER/CONTRACTOR (Company Name)

ADDRESS _____

(Signature)

(Print Name)

(Title)

(Dated)

NOTARY:

Subscribed and sworn to before me
this _____ day of _____, 20__

Notary Public

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

(Here insert full name and address or legal title of Contractor)

As Principal, hereinafter called the Principal, and

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of New York as **Surety**, hereinafter called the Surety, ARE HELD AND FIRMLY BOUND UNTO the Village of Hastings-on-Hudson as Obligee, hereinafter referred to as the "Obligee" IN THE SUM OF (Equal to 5% of the base bid amount);

_____ DOLLARS (\$ _____)
(Dollar amount in written form) *(Dollar amount in numerical form)*

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

(Here insert full name and address and description of project)

i) NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in due prosecution thereof, or in due event of the failure of the Principal to enter into such Contract and give such bonds, if the Principal shall pay to due Obligee the difference not to exceed due penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith Contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

ii) THE SURETY, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety and its Bond shall be in no way be impaired or affected by any extensions of time, modification, omission, addition or change *in* or to the said Contract or the Work to be performed thereunder or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof, or of any part thereof, or of any Work to be performed, or any moneys due or to become due thereunder; and said Surety does hereby waive notice of any and all such payments, extensions, modifications, omissions, additions, changes, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors and other transferees shall have the same effect as to said Surety as though done or omitted to be done by or in relation to said Principal.

Signed and sealed this _____ day of _____ 20 _____

Principal

Signature

Print or type name signed above

Title

Surety

Seal

Signature

Print or type name signed above

CERTIFICATE OF COMPLIANCE WITH NYS SEXUAL HARASSMENT LAW

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the labor law.

(Legal Name of Bidder)

Date: _____

By: _____
(Authorized Signature)

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT
(To be Completed by Each Bidder)

Each bidder/proposer, any person signing on behalf of any bidder/proposer and any assignee or subcontractor and, in the case of a joint bid/proposer, each party thereto, certifies, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer and any subcontractor or assignee is not identified on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law (the "Prohibited Entities List").

During the term of any contract awarded pursuant to this bid, should the Village of Hastings-on-Hudson (the "Village") receive information that a bidder/proposer is in violation of the above referenced certification, the Village will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Village shall take such action as may be appropriate including, but not limited to, seeking compliance, recovering damages or declaring the bidder/proposer in default.

The Village reserves the right to reject any bid or proposal from a bidder/proposer that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any bidder/proposer that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she
(Name of Individual Signing this Certification)

Is the _____ of the _____ and that neither
(Title/Position of Signer) (Name of Bidder/Proposer)

The bidder/proposer nor any proposed subcontractor is identified on the Prohibited Entities List.

Print Company Name

By: _____
Signature

Title

Sworn to before me this
_____ day of _____, 20__

Notary Public

**VILLAGE OF HASTINGS-ON-HUDSON, NY
TREE REMOVAL, PRUNING & STUMP GRINDING
BID FORM**

The undersigned hereby submits the following bid to the Village of Hastings-on-Hudson for tree work at various locations within the Village as determined by the Village Manager, the Department of Public Works, and the Recreation and Parks Department.

1. Cost of one Unit with bucket truck:

_____ DOLLARS \$ _____

Estimated annual Unit quantity: 15 Estimated annual cost: \$ _____

2. Cost of one Unit without bucket truck and three workers:

_____ DOLLARS \$ _____

Estimated annual Unit quantity: 10 Estimated annual cost: \$ _____

3. Cost of one Unit without bucket truck and four workers:

_____ DOLLARS \$ _____

Estimated annual Unit quantity: 10 Estimated annual cost: \$ _____

4. Cost of one Unit on an emergency basis:

_____ DOLLARS \$ _____

Estimated annual Unit quantity: 5 Estimated annual cost: \$ _____

5. Cost of 36" Stump Grinder per day with necessary manpower and truck to operate same per day.

_____ DOLLARS \$ _____

Estimated annual quantity: 5 Estimated annual cost: \$ _____

THIS PROPOSAL SUBMITTED BY: _____

(Name, Address & Phone #)

SIGNED BY: _____

TITLE: _____

BIDDERS QUALIFICATIONS

The tree removal, pruning, and stump grinding work shall be performed by persons regularly engaged in this type of work and who have an established reputation in the arboriculture field. The contractor shall furnish, to the satisfaction of the Village, proof of previous experience in the arboriculture field.

A. Provide a list of 3 companies and/or municipalities that you have provided similar service within the last three years. This information must be completely filled out.

1. Company/Municipality Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

2. Company/Municipality Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

3. Company/Municipality Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

B. EXPERIENCE – Number of years’ experience as an arboriculture contractor:

C. EQUIPMENT - It is recommended that the following type of equipment may be necessary to complete the scope of the contract. This list is not exhaustive, but demonstrates the minimum requirements:

1. Bucket truck with 70' extension capability
2. Manual or powered pole saws
3. Chainsaws
4. Woodchipper
5. Stump grinder

D. What equipment do you own that is available for the proposed work?

Quantity	Item	Description Size, Capacity, Etc.	Condition

E. Where are the principal items of your equipment located?

F. What equipment do you intend to purchase for the proposed work, if the contract be awarded to you?

The Village will evaluate the equipment and experience listed by the Contractor in this proposal document. The Village reserves the right to reject the bid proposals in which it is determined that the equipment or experience contained in the proposal indicates to the Village an inability on the part of the Contractor to successfully perform or complete the tasks required in the specifications.

**VILLAGE OF HASTINGS-ON-HUDSON, NEW YORK
TREE REMOVAL, TREE PRUNING AND STUMP GRINDING**

NON-COLLUSIVE BIDDING CERTIFICATION

**** THIS PAGE MUST BE RETURNED WITH BID/PROPOSAL. FAILURE TO DO SO
MAY RESULT IN YOUR BID/PROPOSAL BEING REJECTED. ****

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, 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 his/her knowledge and belief:

1. The prices of 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 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 restricting competition.

Signature

Date

Contractor/Supplier

NON-DISCRIMINATION CLAUSE

During the performance of the Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color, or national origin. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- b. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the Commission of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses "a." through "h." hereinafter called "non-discrimination clauses", and requesting such labor union or representative to agree in writing, whether in such collective bargaining or other agreement or understanding or otherwise, that such labor union or representative will not discriminate against any member or applicant for membership because of race, creed, color, or national origin, and will take affirmative action to insure that they are afforded equal membership opportunities without discrimination because of race, creed, color, or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay, or other forms of compensation, and selection for training or retraining including apprenticeship and on-the-job training. Such notice shall be given by the Contractor, and such written agreement shall be made by such labor union or representative, prior to the commencement of performances of this contract. If such labor union or representative fails or refuses so to agree in writing, the Contractor shall promptly notify the Commission for Human Rights of such failure or refusal.
- c. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the Commission for Human Rights setting forth the substance of the provisions of clauses "a." and "b." and such provisions of the State's Laws against discrimination as the Commission for Human Rights shall determine.
- d. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, or national origin.
- e. The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will, permit access to his books, records, and accounts by the Commission of Human Rights, and Owner representatives/counsel for purposes of investigation to ascertain

compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

- f. The Contract may be forthwith cancelled, terminated, or suspended in whole or in part, by the contracting agency upon the basis of a finding made by the Commission of Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on the behalf of the Owner/Contracting Agency until he satisfied the Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non- discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies otherwise provided by law.
- g. If this Contract is cancelled or terminated under clause "f.", in addition to other rights of the Owner provided in this contract upon its breach by the Contractor, the Contractor will hold the Owner harmless against any additional expenses or costs incurred by the Owner in completing the work or in purchasing the services, materials, equipment, or supplies contemplated by this contract, and the Owner may withhold payments from the Contractor in an amount sufficient for this purpose and recourse may be had against the surety on the performance bond if necessary.
- h. The Contractor will include the provisions of clauses "a.", through "g." in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within jurisdictional locale of the Project being contracted by the Owner. The Contractor will take such action in enforcing such provisions of such subcontract or purchase as the Owner/Contracting Agency may direct, including sanctions or remedies for noncompliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Contracting Agency/Owner, the Contractor shall promptly so notify the Owner's representatives/counsel, requesting him to intervene and protect the interests of the Owner (Contracting Agency's jurisdictional area).

Date: _____

Contractor's Signature

Printed Name and Title