

Request for Proposals

PAINTING OF DOWNTOWN DECORATIVE STREET LAMPS IN THE VILLAGE OF HASTINGS-ON- HUDSON

SPECIFICATIONS

(Dated: 09/08/2022)

Opening Date:

09/29/2022

10:30 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

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NOTICE TO PROPOSERS

The Village of Hastings on Hudson hereby invites the submission of sealed proposals for:

**Request for Proposals
Painting of Downtown Decorative Street Lamps in the Village of Hastings-on-Hudson**

Proposals will be received until 10:30 A.M. on:

Date

September 29, 2022

By:

Anthony Costantini

Village Clerk

7 Maple Avenue

Hastings-on-Hudson, NY 10706

The scope of work includes cleaning, prepping, and painting decorative street lamps in the downtown area in the Village of Hastings-on-Hudson, and will be made available beginning on September 8, 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

Proposals will be opened September 29, 2022, at 10:30 A.M.

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

Clearly label your package:

Painting of Downtown Decorative Street Lamps in the Village of Hastings-on-Hudson

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

Interested Proposers may submit questions in writing to villagemanager@hastingsgov.org up to 4:00 PM on September 19, 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 proposers by 4:00 P.M. on September 23, 2022.

INSTRUCTIONS TO PROPOSERS

1. Proposals must be submitted on the attached set of forms. (Do not separate these sheets).
2. Each Proposer 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 proposer and “PROPOSAL FOR: PAINTING OF DOWNTOWN DECORATIVE STREET LAMPS IN THE VILLAGE OF HASTINGS-ON-HUDSON” or submitted electronically via BidNet at: www.bidnetdirect.com/new-york/hastings-on-hudson

Proposals must be received by:

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

BY 10:30 A.M., September 29, 2022

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

NAME OF PROPOSER:

ADDRESS OF PROPOSER:

SIGNATURE OF AUTHORIZED OFFICER:

TITLE: _____

DATE: _____

TELEPHONE: _____

Project Summary

The Village of Hastings-on-Hudson, NY (the “Village”) is soliciting proposals from qualified painting contractors for the provision of all personnel, equipment, tools, materials, supervision and other items and services necessary for painting all of the Village’s 98 decorative lamp posts as identified in the Scope of Work. Services are to be performed between October 17 and November 18 of 2022.

Scope of Work

The Scope of Work includes the following items:

1. **CONTRACT MANAGEMENT.** The Village Manager and Superintendent of Public works will act as the project managers for the contract resulting from this Solicitation. The Village Manager and Superintendent of Public Works will be responsible for interacting with the vendor’s supervisor, inspecting the Vendor’s work, and evaluating the Vendor’s performance under this contract.

2. VENDOR PERSONNEL

2.1 **Supervisor.** The Vendor shall provide a supervisor who shall be responsible for the performance of the work. The name of this person and an alternate or alternates who shall act for the Vendor when the supervisor is absent shall be provided, in writing, to the Village’s project managers prior to the contract start date.

The supervisor or alternate shall have full authority to act for the Vendor on all contract matters relating to daily operation of this contract.

The supervisor or alternate shall be available during normal business hours within thirty (30) minutes to meet at any site with personnel authorized by the Town’s project manager to discuss problem areas. After normal business hours, the manager or alternate shall be available within two (2) hours.

The supervisor and alternate or alternates must be able to read, write, speak, and understand the English language.

2.2 **Vendor Employees.** The Vendor shall not employ persons for work on this contract if such employee is a potential threat to the health, safety, security, general well-being of others. Personnel will be drug and alcohol free. Where reading, understanding, and discussing safety and environmental warnings are an integral part of the contract employee’s duties, that employee will be able to understand, read, write, and speak English.

The Vendor shall ensure employees are properly trained and qualified to safely operate the equipment necessary to provide the services specified herein before assigning employees to tasks that require use of the equipment. The Vendor shall ensure employees have current, valid professional certifications to accomplish the services specified in this solicitation when necessary to comply with federal, state, and local requirements or laws.

Vendor personnel shall present a neat appearance and shall be dressed appropriately for the work being performed while on Village properties.

No sub-contractors or day-laborers are to be used in the performance of this contract.

3. VENDOR EQUIPMENT

3.1 Vehicles. The Vendor shall provide and maintain Vendor-owned or leased vehicles necessary to meet the requirements of the contract. Any Vendor vehicles used in the performance of this contract shall have the Vendor's company name prominently displayed on the vehicle.

All vehicles used in the performance of this contract shall meet the local, state, and federal safety requirements. Equipment such as pick-up trucks which have catalytic converters shall not be operated on improved or semi-improved grounds which are covered with dry vegetation.

All vehicles shall be registered, licensed, insured and operated in a safe manner on Village property by licensed drivers.

3.2 Painting Equipment, Materials and Supplies. The Vendor shall supply all equipment, materials and supplies necessary (e.g., paint, masking material, painting equipment, ladders, safety cones, etc.) necessary to meet the requirements of this solicitation. The Vendor's equipment shall be of commercial quality, size and type suitable for accomplishing the work specified and shall be in good repair and able to operate efficiently and safely. All electrical equipment used by the Vendor shall meet all safety requirements of this contract and shall be UL approved. It shall be the responsibility of the Vendor to provide a portable power source for any electrical equipment used by the Vendor's employees.

4. PAINTING SPECIFICATIONS

4.1 Preparation. Paint shall not be applied over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to formation of fully acceptable and durable finish. Pressure wash surfaces to remove loose and chalking paint, dirt, grease, etc. Sand all metal that is rusted, feathering edges to blend; spot prime by brush, roller or spray. Tape and mask adjoining or nearby surfaces close enough to be affected by overspray. Ensure that paint does not lap or splatter onto surfaces not scheduled for painting.

4.2 Application. All applications must meet the Painting Contractors of America's minimum standards. Vendor shall provide a high-quality electrostatic paint approved by the Village. Color shall be black. Electrostatic paint shall be applied in accordance with manufacturer's recommended procedures and dry film thickness. Apply paint evenly, without skipped or missed areas, and without sags, runs, streaks or other blemishes.

4.3 Clean Up. Vendor shall remove and dispose of all spent materials and other waste and debris from work sites on a daily basis. Upon completion, Vendor is responsible for all clean up including removal of all masking materials, overspray and paint spills; all scraping material and other debris resulting from these jobs shall be cleaned up by Vendor. Vendor shall remove all waste paints and

thinners from Village property; no empty cans or waste liquids shall be deposited into drains or Village waste receptacles.

4.4 Traffic. If any barricading or redirection of traffic is required, Vendor must ensure compliance with local and/or state traffic control regulations and insurance requirements. Barricading or redirection of pedestrian traffic shall be coordinated with the Village's project managers.

4.5 Safety. Vendors shall follow all local, state, and federal safety requirements in all aspects of the performance of the contract work. Caution tape/wet paint signage shall be used to warn the public of wet paint. Vendor shall take appropriate measures to protect public from injury or damage while work is in progress and is solely responsible for injury or property damage as a result of Contractor's actions.

4.6 Schedule. Work must be performed between October 17 and November 18 of 2022.

5. LOCATION AND NUMBER OF STREET LAMPS

Broadway: 2 total at corner to Main Street
Main Street to Warburton Avenue: 19 total
Boulangier Plaza on Main Street: 4 total
Warburton Avenue: 33 total
Village Hall and Library Complex on Maple Avenue: 2 total
Spring Street: 5 total
Southside Avenue: 24 total
Washington Avenue: 9 total

TOTAL: 98

Environmental Considerations

1. The Village is committed to reducing greenhouse gas emissions from direct and indirect activities and to the acquisition of supplies and services that promote a clean energy economy. This contract requires use of products to the maximum extent possible that meet or exceed the ENERGY STAR program or Federal Energy Management Program guidelines as applicable and the use of electric powered tools where feasible and effective.
2. The Village is committed to reducing greenhouse gas emissions from direct and indirect activities and to the acquisition of supplies and services that promote a clean energy economy.

After-hours Work

The Contractor shall coordinate with Owner for any work that shall occur outside normal working hours: 7:30 A.M. to 8 P.M., Mondays through Saturdays, and 9 A.M. to 5 P.M., Sundays, except legal holidays.

Payment Schedule

Payment shall be made upon completion of the project and after a final inspection conducted by the Village's project managers.

Deliverables

The Village reserves the right to request additional information from any proposing Contractor or firm. The Village may contact and evaluate the Contractor's/firm's and subcontractor's references; contact any Contractor/firm to clarify any response; contact current users of the Contractor's/firm's services' and seek and review any other information deemed pertinent to the evaluation process.

The Contractor/firm shall provide one (1) electronic copy incorporated in a single PDF file for review. The electronic copy shall be submitted as a single .pdf file in the Contractor's/firm's name via: www.bidnetdirect.com/new-york/hastings-on-hudson.

A physical copy may be mailed to:

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

General Requirements

The proposal must contain all of the following information in the same sequence as presented in this RFP. Each proposal should provide a straightforward and concise presentation adequate to satisfy the requirements of this RFP.

All proposals will include the following requirements:

Contractor/Firm Profile

The profile shall include the Contractor's/firm's background and location of office/offices from which the work on this project is to be performed.

Experience

Present relevant experience on similar projects. Provide a limit of four (4) projects for the Experience presentation. Include:

1. Location;
2. Description and size (photographs);
3. Project Cost;
4. Client;

5. List of Client and Contractor contacts (with telephone numbers and email addresses) who are familiar with the projects.

Proposal Presentation

Include any additional graphic illustration, photographs, articles, or other information that the Contractor/firm feels is relevant to the proposal.

Additional

Any other work to complete the work not specifically listed in the RFP should be detailed in the proposal. Any work that is in addition to the items listed in the RFP should be indicated as Additional Alternatives with the cost associated. The cost for the Additional Alternatives should not be included in the final proposal sum and will be approved by the Village separately.

Insurance

The Contractor/Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

- 1) Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 Per Occurrence/\$2,000,000 Annual Aggregate and including a Waiver of Subrogation.
 - a) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - b) CGL coverage shall be written on ISO Occurrence form CG 00 011093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, product-completed operations, and personal and advertising injury, blanket contractual including injury to subcontractors employees.
- Note:**c) The Village of Hastings-on-Hudson and their agents, officers, directors, and employees shall be included as additional insured on the CGL, using ISO Additional Insured Endorsement CG 20 10 1185 or an endorsement providing equivalent or broader coverage to the Village of Hastings-on-Hudson and their agents, officers, directors and employees. The coverage must be underwritten by an Insurance Company with at least 'A 7' Best rating as defined by A.M. Best. Coverage for the additional insured shall apply as Primary and Non-Contributing Insurance before any other insurance or self-insurance, include any deductible, maintained by, or provided to, the additional insureds.
- d) Contractor/Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 2 years after completion of the Work.
 - e) XCU may not be excluded

- 2) Automobile Liability
 - a) Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c) The Village of Hastings-on-Hudson and their agents, officers, directors, and employees shall be included as additional insured on the auto policy.
 - d) Also needs to include waiver of subrogation
- 3) Workers Compensation and Employers Liability and N.Y.S Disability
 - a) Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
 - b) Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
 - c) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.
 - d) Workers Compensation must include a waiver of subrogation.

NOTE: ACORD forms are not acceptable proof of workers compensation coverage; must provide C-105.2 and Disability to be provided on DB-120.1.

- 4) The Contractor shall not sublet any part of his work without written approval of the Village of Hastings-on-Hudson, and without assuming full responsibility for requiring similar insurance from his subcontractors and shall submit satisfactory evidence to that effect to the Village of Hastings-on-Hudson. Each such insurance policy, except the Workers' Compensation and Disability policies, shall include The Village of Hastings on Hudson and their agents, officers, directors, and employees as an additional insured.
- 5) Policy shall be endorsed to provide that 30 days written notice prior to cancellation be given to the Village of Hastings-on-Hudson. Policies that lapse and/or expire during the term of occupancy shall be re-certified and received by Village of Hastings-on-Hudson no less than 30 days prior to cancellation or renewal.
- 6) Contractor acknowledges that failure to obtain such insurance on behalf of the Village of Hastings-on-Hudson constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Village of Hastings-on-Hudson. The contractor/permittee is to provide the Village of Hastings-on-Hudson with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the Village of Hastings-on-Hudson to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Village of Hastings-on-Hudson.

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers and mechanics employed on a public work project shall not be less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. The prime contractor shall obtain a Prevailing Rate Schedule from the: New York State Department of Labor, Bureau of Public Work, State Office Campus, Bldg. 12, Albany, NY 12240. The prime contractor must provide copies of this schedule to all subcontractors and obtain an affidavit certifying such schedule was received.

Sales Tax Exemption

Under Chapter 513 of the Laws of New York 1974, all materials and supplies sold to a Contractor and which are to become an integral, component part of a structure, building or real property owned by an exempt organization such as the municipality, are exempt from the payment of New York State Sales or compensatory use taxes. Therefore, the Contractor should not include any amount in its bid price to cover sales taxes for the above items.

PROPOSAL

PAINTING OF DOWNTOWN DECORATIVE STREET LAMPS IN THE VILLAGE OF HASTINGS-ON-HUDSON

To:
Village Hall
Village of Hastings-on-Hudson
7 Maple Avenue
Hastings-on-Hudson, NY 10706

Proposal Submitted By:

(Name) _____

(Address)

(Telephone Number)

1. I/We do hereby declare that I/We have carefully examined the Specifications relating to the above-entitled matter and the work and have also examined the site.
2. I/We do hereby offer and agree to furnish all materials, to fully and faithfully perform and execute all work in the above titled matter in accordance with the Specifications relating thereto, and to furnish all labor, tools, implements, models, forms, transportations and materials necessary and proper for the purpose for the price/prices as given on the bid forms.
3. I/We do hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefor, including all claims that may arise through damages or any other cause whatsoever.
4. I/We do hereby agree that I/We will execute a contract therefor, containing all the terms, conditions, provisions and covenants necessary to complete the work according to the Specifications therefore within 10 business days after the award of the contract and if I/We fail to execute said contract within said period of time, that the Village Board shall have the power to rescind said award. The Contract execution will serve as the official notification to commence work.
5. I/We do also declare and agree I/We will commence the work within the specified timeframe after the contract execution and will complete the work fully and in every respect on or before the time specified in said contract and do authorize the said Board, in case of failure to complete the work within such specified time to employ such men, equipment and materials as may be necessary for the proper completion of said work and to deduct the cost thereof from the amount due under the contract.
6. I/We agree that the Owner reserves the right to select any one, combination of, or all the Bid items in this proposal for the Contractor to complete without affecting any of the Bid prices.
7. I/We hereby affirm that 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 the penalty of perjury, that to the best of knowledge and belief:

- a. 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;
 - b. 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
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.
8. I/We hereby further agree that this proposal is a firm bid and shall remain in effect for a period of at least seventy-five (75) calendar days from the date of the opening of bids, and that with said period of seventy-five (75) days, the Village will accept or reject this proposal, or this period may be extended by mutual agreement.
9. I/We do hereby declare that, if this is a corporate bid, I have been duly authorized to act as the signatory on this proposal on behalf of this corporation.
10. I/We hereby affirm, under penalty of perjury, the truth of all statements in this proposal.
11. I/We hereby agree that I/We accept the unit prices and/or lump sums on the following pages, for the various items of work.
12. I/We hereby agree that I/We shall make no claim on account of any variation of the approximate estimate in the quantities of work to be done, whether the actual quantities are greater, smaller, or completely deleted. A change in the quantity of any item shall not be regarded as sufficient ground for a change in the price of that item.

Date: _____

(Legal Name of Bidder)

By: _____
(Authorized Signature)

Corporate Seal
(if incorporated)

Bidder acknowledges receipt of Addenda as follows:

_____	_____
	Signature
_____	_____
	Signature
_____	_____
	Signature

The following is a list of places where we have performed work of similar character and magnitude, together with references:

Project Name & Location	Approximate Cost	Reference (Name, relation to project, phone #)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The full names and places of residence of all persons and parties interested as principals in the foregoing proposal are as follows:

_____	_____
(PRINT NAME)	(ADDRESS)

_____	_____
(PRINT NAME)	(ADDRESS)

Signature of Bidder: _____

U.S. Treasury No.: _____

Business Address: _____

Place of Residence: _____

Bid Form

The undersigned hereby submits the following bid to the Village of Hastings-on-Hudson for the painting of decorative street lamps in the downtown area of the Village of Hastings-on-Hudson.

\$ _____

THIS PROPOSAL SUBMITTED BY: _____
(Name, Address & Phone #)

SIGNED BY: _____

TITLE: _____

STATEMENT OF NON-COLLUSION

(To be Completed by Each Bidder)

In accordance with Section 103-d General Municipal Law, effective September 1, 1966, every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof or to a fire district or any agency or official thereof for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed to by the bidder and affirmed by such bidder as true under the penalties or perjury; non-collusive bidding certification.

- a. 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 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 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.
 - (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.

- b. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder, as well as the person signing in its behalf.

- c. That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporate bidder.

Signed: _____

Firm:

Title: _____

Date: _____

RESOLUTION

Resolved that _____ be
(Name of Corporation)

authorized to sign and submit the bid or proposal of this corporation for the following project

(Describe Project)

and to include in such bid or proposal the certificate as to non-collusion required by section one-hundred-three-d (103-d) of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or mis-statements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by

_____ corporation at a meeting of the

Board of Directors held on the _____ day of _____, 20__.

(SEAL OF THE CORPORATION)

(SECRETARY)

Laws of New York, 1965
Ch. 751, Sec. 103-d, as amended
effective September 1, 1965

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 be 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

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

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).

Contractor's Signature

Date: _____

Printed Name and Title