

Request for Proposals

Chemka Pool Snack Stand



Village of Hastings-on-Hudson

Bids Due: April 22, 2024 at 10:00 AM

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

NOTICE TO PROPOSERS

VILLAGE OF HASTINGS-ON-HUDSON

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the Village Clerk of the Village of Hastings-on-Hudson until 10:00 AM on April 22, 2024, Hastings-on-Hudson, Municipal Building, 7 Maple Avenue, Hastings-on-Hudson, NY 10706, at which time and place said sealed proposals will be publicly opened and read aloud for the furnishing and/or placing of the following scope of work:

Chemka Pool Snack Stand

Specifications and proposal forms will be available on April 12, 2024, online at <https://www.hastingsgov.org/village-clerk/pages/rfps-and-bid-documents> 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/proposal 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/proposals, addendums, and opportunities. Detailed plans and specifications for said bid/proposal may be obtained through the Empire State Purchasing Group at the following link: <http://www.bidnetdirect.com/new-york/hastings-on-hudson>

Proposals shall follow the format of the Proposal Submission Requirements, including the quote sheet, furnished with the Specifications.

All hard copy proposals must be submitted in sealed envelopes plainly marked **“Chemka Pool Snack Stand.”** Electronic submissions accepted via BidNet only.

The Village reserves the right to accept or reject any or all proposals and to waive any informalities at its discretion, and to award contracts in a manner deemed to be in the best interests of the Village.

A mandatory pre-proposal walkthrough on April 17, 2024, at 10am.

Meeting location: Chemka Pool: 1 Chemka Pool Road, Hastings-on-Hudson, NY 10706.

All questions should be directed in writing to Mary Beth Murphy by email to: Villagemanager@hastingsgov.org or by mail to 7 Maple Avenue, Hastings-on-Hudson, NY 10706 by no later than 4:00 PM on April 18, 2024. Answers will be distributed to known proposers and posted to the Village website and BidNet by April 19, 2024.

INSTRUCTIONS TO PROPOSERS

1. In order to be valid, all proposals must be properly signed and received by the Village by the time and date specified. **DO NOT REMOVE ANY SHEETS FROM THIS PROPOSAL DOCUMENT.**
2. All proposals must be priced per unit, if requested, as specified in the proposal specifications. All prices in the proposal must be plainly stated in figures and words. In case of conflict, words will take precedence over figures. Any omissions, erasures, alterations, additions, or items not called for in the itemized proposal, or contain irregularities of any kind, will invalidate the proposal.
3. The Village reserves the right to consider all proposals submitted for a period of thirty (30) days and no proposer will be permitted to withdraw their proposal during this period. The proposal will be awarded to the lowest responsible proposer whose proposal complies with the conditions of the proposal, provided their proposal is reasonable and it is to the interest of the Village to accept it. The successful proposer will be notified at the earliest possible date. The Village reserves the right to reject any and all proposals or any portion thereof and to waive any informalities in proposals received whenever such rejection or waiver is in the best interest of the Village. The Village also reserves the right to reject the proposal of any proposer who has previously failed to perform properly or complete on time work of a similar nature, who is not in a position to perform the work, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, employees, or other business associates.
4. Purchases by the Village of Hastings-on-Hudson are not subject to any Federal, State, or local taxes. Do not include any of these taxes when proposing or invoicing. Exemption Certificates will be furnished upon request.
5. Failure to deliver within the specified time may be cause of cancellation of the order and/or the removal of proposer's name from proposers list.
6. If the proposer is a corporation, the proposal shall be signed in its correct corporate name by a duly authorized officer. If the proposer is a partnership, the proposal shall be signed in the full name of the partnership by a duly authorized partner. If the proposer is an unincorporated business firm other than a partnership and a trade name is used, the proposal shall be signed in the full trade name of the person(s) conducting the business.
7. **ADDENDA AND INTERPRETATION.** No interpretation of the meaning of the specifications or other contract documents will be made to any proposer orally. Every request for such interpretation should be in writing addressed to the Village Manager, Village of Hastings-on-Hudson, 7 Maple Avenue, Hastings-on-Hudson, NY 10706, or via email to VillageManager@hastingsgov.org by no later than 4:00 PM on April 18, 2024. Any and all such interpretation and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be distributed to known proposers and posted to the Village website and BidNet by April 19, 2024. Failure of any proposer to receive any other form, instrument, or document shall not affect the proposal as submitted. All addenda so issued shall become part of the contract documents.

VILLAGE OF HASTINGS-ON-HUDSON
Chemka Pool Snack Stand

Attention: Village Manager
Hastings-on-Hudson, New York

NAME OF PROPOSER_____

ADDRESS OF PROPOSER_____

We propose to OPERATE THE CHEMKA POOL SNACK STAND in the Village of Hastings-on-Hudson, noted in the specifications set forth herein and fully described on the attached sheets which are an integral part of this proposal, meeting in all respects the specifications relating thereto, for the bid prices noted herein.

The Undersigned proposes to enter into a contract in accordance with this proposal to pay the Village the following stated sums:

VILLAGE OF HASTINGS-OF-HUDSON

Chemka Pool Snack Stand

Total Bid in Writing

_____ Dollars and _____ Cents.

Total Bid Numerically

\$ _____

(Corporate Seal)

Firm Name

By: _____
Signature

Title:

Address:

Telephone:

Email:

PROJECT SUMMARY

The Village of Hastings-on-Hudson, NY (the “Village”) is soliciting proposals from qualified individuals and firms interested in operating and maintaining the Snack Stand at the Chemka Pool in accordance with quality standards and in conformance with generally accepted professional standards.

BACKGROUND

The Chemka Pool is in operation from the Saturday of Memorial Day weekend through the Sunday following Labor Day. Hours of operation for the General Public are Monday through Friday 12/12:30pm till 8:00pm and Saturdays and Sundays from 10:00am till 8:00pm

TERM OF CONTRACT

The contract shall be three seasons, commencing on the Saturday of Memorial Day Weekend in 2024 and terminating on the Sunday after Labor Day in September, 2026. The minimum acceptable proposal will be \$2,000.00, for the first year with a 2% increase over 2024 in 2025 and 2% increase in 2026 over 2025. The contract may be extended by the Village of Hastings on Hudson for two additional seasons with a 2% per season increase over the previous seasons.

The Village may terminate the agreement in its sole and exclusive discretion, in whole or part, upon thirty (30) days’ notice in writing to the contractor whenever the Village deems such termination to be in its best interest or, if default as set forth in default provision of contract,

Contractor shall be held in default if:

- a. It shall have failed to pay when due or
- b. It or any guarantor of this agreement shall have failed to discharge any petition in bankruptcy, execution on its property, or assignment for the benefit of creditors within thirty (30) days after receipt of notice thereof, or
- c. Contractor shall have vacated or abandoned the premises for a period of no less than 7 consecutive days.

In the event of such default, the Village of Hastings may declare the term of this Contract terminated. The Village, further, shall have all rights granted to it under the laws of the state of New York , including the right, but not the obligation, to enter into a new Contract with another qualified proposer.

TERMS OF PAYMENT

The contractor shall provide payment to the Parks and Recreation Department in equal installments during the contract’s effective dates as follows: June 1st, July 1st, August 1st, September 1st.

PROPOSED SERVICES

The successful proposer shall provide a proposal to implement the services below:

The list below is representative of services needed but is not exhaustive.

- Provide a variety of food and beverages at a fair price to pool patrons.
 - Food and beverage options should be offered with healthy options and alternatives considered as well as traditional snack foods.
- No beer, wine or any alcoholic beverages, cannabis (including THC or other derivatives), or tobacco items shall be available or sold at any time.
- Operate the snack stand in a professional, clean, and efficient manner, and in compliance with all Department of Health standards.
- Provide courteous and efficient service emphasizing customer satisfaction.
- The concession area shall always be kept neat and clean. The Village will provide garbage cans, liners, cleaning implements and products.
- There shall be no glass of any kind within the pool complex in areas accessible to the public.
- Food and or beverage may not be dispersed in Styrofoam containers.
- Westchester County "Upon Request" Plastic Utensil Law must be followed.
- Maintain and supply all necessary equipment and supplies to effectively serve patrons.
- The concession area must be opened as follows: Monday through Friday 12:00/12:30pm to 7:00pm and Saturday and Sundays 12:00pm to 7:00pm. Hours may be altered due to poor weather conditions and special events upon agreement with the Pool Director.

PERMITS

The successful proposer will be responsible for inspection, certification and securing any and all permits to operate in order to comply with all municipal and governmental health rules and regulations. Proof of compliance shall be submitted to the Superintendent of Parks and Recreation on an annual basis prior to commencement of the season.

CHANGES TO PROPERTY

If any repairs, alterations, decorations, additions, or improvements to the premises are desired by the concessionaire, he/she shall first submit plans and specifications to the Superintendent of Parks and Recreation for his approval. No repair, alterations, decorations, additions, or improvements shall be made, or work commenced without first obtaining written approval and consent from the Superintendent of Parks and Recreation. Any repairs, alterations, decorations, additions, or improvements shall be made at the sole cost and expense of the concessionaire and shall become property of the Village of Hastings immediately upon their completion.

MINIMUM QUALIFICATIONS

Experience: Three (3) years of experience as an owner and or operator of a restaurant, food service establishment, or concession stand.

References: Please provide the names and contact information for three (3) references

SAFETY FIRST

The proposer 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 handling of food and all food service equipment.

PERFORMANCE REVIEW

Proposer shall be available to meet with the Village Manager and/or the Superintendent of Parks and Recreation and/or Chemka Pool Director 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 Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

1. General Requirements

a. The Contractor must purchase and maintain the required insurance from a responsible insurer or insurers acceptable to the Village of Hastings-on-Hudson in the type and amount deemed necessary by the Village of Hastings-on-Hudson to protect and defend against all claims, loss and liability arising from injury, death and damage to persons or property arising out of the performance work or nonperformance of the Contract Work. The Contractor will not commence work until the required insurance is obtained.

b. The required insurance must include Worker's Compensation Insurance, Comprehensive General Liability Insurance (Including Premises/Operations, Independent Contractors, Complete Operations and Contractual Liability covering Indemnification Agreements), Umbrella and Comprehensive Automobile Liability.

c. The Village of Hastings-on-Hudson must be named as additional insured on each of these policies (except for Worker's Compensation). The Contractor will have an endorsement substantially in the form set forth below added to its Comprehensive General Liability policy and to its Umbrella or Excess Liability policy:

It is hereby agreed and understood that the Village of Hastings-on-Hudson is named as an additional insured. The coverage afforded to the additional insured under this policy must be primary and non-contributory basis via ISO form CG 2001 or equivalent. Additional insured under this policy to include ongoing and completed operations (to be noted on the certificate or copy of endorsement to be provided). If the additional insured has other insurance, which is applicable to the loss, such other insurance must be on an excess or contingent basis. The amount of the insurer's liability under this policy must not be reduced by the existence of such other insurance. Waiver of Subrogation clause in favor of the Village of Hastings-on-Hudson to be included and noted on the certificate of insurance for liability, automobile liability, workers compensation and umbrella coverage.

Consistent with the foregoing, to the extent that the Contractor is required to designate any person or entity as additional insured on the Contractor's policies of liability insurance, such person or entity also must be named as additional insured on the policies procured by any Subcontractor.

d. There cannot be any exclusions or conditions for Labor Law on any insurance policies of the Contractor. Additionally, there cannot be any non-standard employee exclusions, class of business exclusions, height related exclusions, residential construction exclusions or exclusions for subcontracted work.

e. The Contractor's Comprehensive General Liability Insurance, Comprehensive Automobile Insurance, Worker's Compensation Insurance and Umbrella Insurance as required by this Section I must be written with limits of liability not less than the following:

*Comprehensive General Liability Insurance

Combined Single Limit (Bodily Injury and Property Damage)

\$ 1,000,000 each occurrence

\$ 1,000,000 Personal & Advertising Injury

\$ 2,000,000 general aggregate

\$ 2,000,000 products-completed operations aggregate

Aggregate applies per project basis

*Comprehensive Automobile Liability Insurance

Combined Single Limit (Bodily Injury and Property Damage)

\$ 1,000,000 each occurrence

*Worker's Compensation

\$ 100,000 bodily Injury by accident

\$ 500,000 bodily injury by disease per policy

\$ 100,000 bodily injury per employee

*Umbrella Liability \$ 5,000,000

*Professional Liability \$1,000,000

i. Comprehensive General Liability Insurance and other liability insurance may be arranged under a single policy for the full limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy.

ii. The Contractor must maintain completed operations liability for one year after acceptance of any Contractor Work or substantial completion of any project to which the Contract Work relates, or to the time required by any other agreement, whichever is longer. The Contractor must furnish the Village of Hastings-on-Hudson evidence of such insurance at the time of completion of the Work.

iii. All insurance policies must provide that the Village of Hastings-on-Hudson will be notified by the insurer of the cancellation or the restrictive amendment of the policy at least (30) days prior to the date that the cancellation or restrictive amendment takes effect. The Contractor must notify the Village of Hastings-on-Hudson of any change in coverage of any insurance policy, the date coverage under the policy begins and the date that coverage expires.

iv. Certificates of Insurance and a copy of the additional-insured endorsement, indicating that the required insurance is in force, must be furnished to the Village of Hastings-on-Hudson prior to the

Contractor's performance of the Work. Each certificate of insurance must set forth the type and amount of insurance, the number of the policy, the date coverage under the policy begins and the date that coverage expires. Additional Insured status is required for ongoing operations via ISO form CG 2010 or equivalent coverage and completed operations via ISO form 2037 or equivalent coverage.

v. The Village of Hastings-on-Hudson, by requiring the Contractor to purchase insurance, must not be deemed to waive the Village of Hastings-on-Hudson's right to bring any action, to the fullest extent permitted by law, for any loss which may be covered, completely or in part by that insurance. Nor shall the fact that insurance is obtained for a certain risk be deemed to release, relieve or diminish the liability of the Contractor to indemnify the Village of Hastings-on-Hudson pursuant to the provisions of this letter agreement or otherwise. The damages recoverable by the Village of Hastings or in any action must not be limited by the amount of coverage specified in the insurance policy or policies, but shall be the amount of actual damages recoverable by law including, but not limited to, contractual contribution, contractual indemnification, and/or common-law indemnification.

2. Indemnification

The Contractor agrees to indemnify, defend and hold harmless the Village of Hastings-on-Hudson and each of its shareholders, directors, officers, partners, members, employees, agents, subsidiaries, affiliates and divisions (and each of their heirs, successors and assigns) from any and all claims, losses, costs and damages, including but limited to judgments, attorney's fees, court costs and costs of appellate proceedings, which the Village of Hastings-on-Hudson incurs because of injury to, or sickness, illness or death of, any person (including but not limited to, any employee of the Contractor or any employee of any of its subcontractors), or on account of damage to the property, including loss thereof, and of any other claim arising out of, in connection with, or as a consequence of the performance or nonperformance of the Contractors Work, whether same be labeled as full indemnification, partial indemnification or contractual contribution.

This indemnification provision is limited only to the extent that the General Obligations Law of the State of New York is applicable, in that this provision does not however, require liability imposed by statute. This indemnification provision is binding on the Subcontractor to the fullest extent permitted by law and does not negate, abridge or reduce any other rights or obligations of the persons and entities described herein with respect to indemnification or partial indemnification (whether contractual or common-law), or contractual contribution. This indemnification provision will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workers compensation acts, disability benefit acts or other employee benefit acts.

3. Compliance with Federal, State and Local Law

The Contractor agrees to be bound by, and at its own cost, comply with all federal, state and local laws, ordinances and regulations (hereafter collectively referred to as "laws") applicable to the Contractor Work including, but not limited to, the federal Occupational Safety and Health Act ("OSHA"). The Contractor must be liable to the Village of Hastings for all loss, cost and expense attributable to any acts of commission or omission by the Subcontractor, its employees and agents

resulting from the failure to comply therewith, including, but not limited to, any fines, penalties or corrective measures.

All of the above contract insurance requirements apply to any subcontractor or person hired or used by the Contractor.

- 2) 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.
- 3) 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.

PROPOSAL SUBMISSION REQUIREMENTS

Responses to this RFP shall consist of:

- A. *Introduction/Summary* – A short introduction and summary of the entity submitting the proposal (i.e. how long the company has been in business, number of employees, etc.).
- B. *Scope of Work* - Include a detailed work program that addresses:
 - a. Proposed product list
 - b. Price List of products to be sold
- C. *Communication* – Methods the Contractor proposes to use to manage the snack stand and communicate with the Village of Hastings-on-Hudson and the public as to anticipated closures and service disruptions outside of inclement weather.
- D. *Comparable Operations with References* – Making use of the enclosed reference sheet, the entity submitting the proposal will identify at least 3 references to attest to service quality and/or comparable operations.
- E. *Advertising* – A sample menu and signage is requested to be representative of what the Village and public can expect to see at the Chemka Pool.

PROPOSER'S QUALIFICATIONS

A. REFERENCES – Provide a list of 3 references for service quality and/or locations at which you have provided similar services 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 providing food services

The Village will evaluate the experience listed by the Contractor in this proposal document. The Village reserves the right to reject the proposals in which it is determined that the 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.

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 proposal, each Proposer and each person signing on behalf of any Proposer 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 proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a proposer for the purpose of restricting competition.

Signature

Date

Contractor/Supplier

STATEMENT BY PROPOSER

It is understood and agreed that this proposal and any contract awarded hereon shall be subject to the provisions of Section 103-a of the General Municipal Law, which provides as follows:

§ 103-a. Ground for cancellation of contract by municipal corporations and fire districts. A clause shall be inserted in all specifications or contracts made or awarded by a municipal corporation or any public department, agency or official thereof on or after the first day of July, 1959, or by a fire district or any agency or official thereof on or after the first day of September, 1960, for work or services performed or to be performed, or goods sold or to be sold, to provide that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

(a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting proposals to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, 1959, or with any fire district or any agency or official thereof on or after the first day of September, 1960, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

The provisions of this section as in force and effect prior to the first day of September, 1960, shall apply to specifications or contracts made or awarded by a municipal corporation on or after the first day of July, 1959, but prior to the first day of September, 1960.

Dated _____

Firm Name

By: _____

Signature & Title

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.

PROPOSER/CONTRACTOR (Company Name)

ADDRESS _____

(Signature)

(Print Name)

(Title)

(Dated)

CERTIFICATE OF COMPLIANCE WITH NYS SEXUAL HARASSMENT LAW

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that the proposer 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 Proposer)

Date: _____

By:

(Authorized Signature)

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

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 proposal, 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

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