

# **Request for Bids**

## **Hourly Rate Trade Labor Services: Plumbing & HVAC**



## **Village of Hastings-on-Hudson**

**Bids Due: May 3, 2024 at 10:00 AM**

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

## NOTICE TO BIDDERS

### VILLAGE OF HASTINGS-ON-HUDSON

**NOTICE IS HEREBY GIVEN** that sealed bids will be received by the Village Clerk of the Village of Hastings-on-Hudson until 10:00 AM on May 3, 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:

#### ***Hourly Rate Trade Labor Services: Plumbing & HVAC***

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](mailto: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 Bid Submission Requirements, including the quote sheet, furnished with the Specifications.

All hard copy proposals must be submitted in sealed envelopes plainly marked **“Hourly Rate Trade Labor Services: Plumbing & HVAC.”** Electronic submissions accepted via BidNet only.

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

All questions should be directed in writing to Mary Beth Murphy by email to: [Villagemanager@hastingsgov.org](mailto:Villagemanager@hastingsgov.org) or by mail to 7 Maple Avenue, Hastings-on-Hudson, NY 10706 by no later than 4:00 PM on April 25, 2024. Answers will be distributed to known bidders and posted to the Village website and BidNet by April 30, 2024.

## **INSTRUCTIONS TO BIDDERS**

1. In order to be valid, all bids must be properly signed and received by the Village by the time and date specified. **DO NOT REMOVE ANY SHEETS FROM THIS BID DOCUMENT.**
2. All bids must be priced per unit, if requested, as specified in the bid 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 bids submitted for a period of thirty (30) days and no bidder will be permitted to withdraw their bid during this period. The bid will be awarded to the lowest responsible bidder whose bid complies with the conditions of the bid, provided their bid is reasonable and it is to the interest of the Village to accept it. The successful bidder will be notified at the earliest possible date. The Village reserves the right to reject any and all bids or any portion thereof and to waive any informalities in bids received whenever such rejection or waiver is in the best interest of the Village. The Village also reserves the right to reject the bid of any bidder 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. Bid must be accompanied by valid trade licenses for the work requested in the Scope of Work.
5. 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 bidding or invoicing. Exemption Certificates will be furnished upon request.
6. Time Charges: Estimated Hours is the Owner's estimate of hours, which may be required for each type of worker shown in the bid package Trade. The cost per hour is the bid charge in dollars per hour to the Owner for work by qualified workers (licensed or supervised by licensed persons, where required by law or regulation) of the type required. The cost per hour includes all necessary tools, vehicles, equipment, payroll, taxes fringe benefits, other overhead and profit. Actual hours under the contract may be more or less than the Estimated Hours, and the Contractor will be reimbursed for only authorized hours worked on the site at the bid cost per hour.
7. All wages paid to Contractor's employees under this contract must comply with NYS Department of Labor Prevailing Wage rules.
8. Material Charges: When directed by the Owner, the Contractor may be required to furnish under each Contract, materials. The Contractor will be allowed a mark-up over the actual invoiced cost for these materials as quoted in the bid package for that work. The mark-up is to include all overhead, profit and handling off site. Unloading and handling at the site will be paid for under the as bid hourly rate.

9. Estimated Total Charges: Actual hours required to be furnished under the Contract may be more or less than the Owner's estimated amount. The estimated total charges will however be the amount upon which the bid will be awarded.

10. Failure to deliver within the specified time may be cause of cancellation of the order and/or the removal of bidder's name from bidders list.

11. All items delivered and work performed must be guaranteed against faulty materials and workmanship. Deliveries of incorrect or faulty items will be rejected and returned at vendor's expense.

12. If the bidder is a corporation, the bid shall be signed in its correct corporate name by a duly authorized officer. If the bidder is a partnership, the bid shall be signed in the full name of the partnership by a duly authorized partner. If the bidder is an unincorporated business firm other than a partnership and a trade name is used, the bid shall be signed in the full trade name of the person(s) conducting the business.

13. Payment will be made within thirty (30) days after receipt of each invoice by the Village, and payment shall not be paid in advance of services being rendered.

14. ADDENDA AND INTERPRETATION. No interpretation of the meaning of the specifications or other contract documents will be made to any bidder 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](mailto:VillageManager@hastingsgov.org) by no later than 4:00 PM on April 25, 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 bidders and posted to the Village website and BidNet by April 30, 2024. Failure of any bidder to receive any other form, instrument, or document shall bid as submitted. All addenda so issued shall become part of the contract documents.

**VILLAGE OF HASTINGS-ON-HUDSON**  
**HOURLY TRADE LABOR SERVICES**  
**BID PROPOSAL FORM**

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

NAME OF BIDDER \_\_\_\_\_

ADDRESS OF BIDDER \_\_\_\_\_

We propose to PROVIDE HOURLY TRADE LABOR SERVICES for 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 bid, meeting in all respects the specifications relating thereto, for the bid prices noted herein. Please note that this is a contract for one year, with an additional one-year renewal at the option of the municipality. Prices shall be bid with prevailing wage as per the New York State Articles 8 and 9 Prevailing Wage Schedule applicable to Westchester County (Bidder shall include applicable section in submission of bid). Certified payrolls will be required.

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

**VILLAGE OF HASTINGS-OF-HUDSON**

***Hourly Rate Trade Labor Services***

Labor Category	Estimated Hours	Labor: Hourly Rate	Estimated Cost
Plumbing: Foreman	30		
Plumbing: Journeyman	30		
Plumbing: Helper	30		
Plumbing: Laborer, General	30		

	Estimated Cost	Materials Mark-up %	Total Cost
Plumbing Materials Markup %	\$5,000		

<b>Total Bid Price</b>	
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Labor Category	Estimated Hours	Labor: Hourly Rate	Estimated Cost
HVAC: Foreman	30		
HVAC: Journeyman	30		
HVAC: Helper	30		
HVAC: Laborer, General	30		

	Estimated Cost	Materials Mark-up %	Total Cost
HVAC: Materials Markup %	\$5,000		

<b>Total Bid Price</b>	
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This Proposal Submitted By:

(Corporate Seal)

Firm Name

\_\_\_\_\_

By: \_\_\_\_\_

Signature

Title:

Address:

Telephone:

Email:

## **SCOPE OF WORK/SPECIFICATIONS**

The Village of Hastings-on-Hudson (the “Village”) is soliciting qualified firms or individuals to provide hourly rate trade labor for various projects throughout the Village. These projects are typically small, varied in nature, and are of a short timeframe.

Through this Request for Bids, the Village seeks to establish hourly rate agreements for various categories of labor trades, including: HVAC and Plumbing. The Village seeks to contract with one or more companies to complete the aforementioned projects on an as needed basis, beginning with the primary awarded vendor and then proceeding to the secondary and tertiary vendors as necessary.

These services will be scheduled as detailed below:

### **NON-EMERGENCY WORK:**

When a project need arises, the Village will offer the primary awarded vendor in the appropriate labor category the opportunity to submit a quote on the project. On the Quote Sheet sample provided, the vendor will provide a totally inclusive price for this project, including a breakdown of labor and materials, then sign and return the form to the Village **within five (5) working days**. The Village will countersign the Quote Sheet and it will be used as a notice to proceed.

**No work shall proceed, nor shall materials be ordered, until such time as a countersigned Quote Sheet is received by the vendor for each specific project.**

The Village reserves the option to reject any and all project quotes for reasons including but not limited to: cost deemed unreasonable; proposed scope of service and/or materials deemed unacceptable; or timeline for completion outside of The Village’s requirements.

### **EMERGENCY REPAIRS:**

At times, the Village may require repairs which are of an urgent nature. In these instances, the Village will offer the primary awarded vendor in the appropriate labor category the opportunity to provide a quote for the project. Vendor must submit a quote on the Quote Sheet identifying the total not-to-exceed price and a breakdown of labor and materials. The form must be returned to the Village **on the same or next business day**.

### **GENERAL:**

If the awarded vendor does not return the Quote Sheet within the time frame required or is not available when contacted to perform emergency work, the Village reserves the right to proceed with the secondary or tertiary vendor, or to go outside the contract for that particular project.

At all times for the duration of the Village’s contract with an awarded vendor, the awarded vendor shall be required to carry insurance in accordance with requirements set forth in this Request for Bids.

All awarded vendor(s) are required to comply with all aspects of the NYS Prevailing Wage Laws at all times.

All vendors awarded a contract agree to quote and complete all jobs as necessary at any location within the Village of Hastings-on-Hudson.

Article 8 and 9 of the New York State Labor Law require public work contractors and subcontractors to pay workers employed in the performance of a public work contract not less than the prevailing wage and to provide supplements (fringe benefits) in accordance with prevailing practices in the locality where the work is performed. Contracts awarded will require the successful Bidder and their subcontractors to submit a certified payroll with each of their invoices.

**INVOICING FOR WORK PERFORMED:**

Invoices for work performed shall be itemized for labor, materials, and other costs. Hourly rates charged shall not exceed the current prevailing wage plus the applicable markup as bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the Village upon request for invoice audit purposes.

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.

**PAYMENT TERMS:**

Payment shall be rendered upon final inspection of completed work to the satisfaction of the Village Manager, Superintendent of Public Works, Superintendent of Parks and Recreation, or the Building Inspector. Payment will be made within thirty (30) days after receipt of each invoice by the Village, and payment shall not be paid in advance of services being rendered.

**CHANGE ORDERS:**

Change orders must be submitted for approval prior to the work being carried out. Any and all change orders must be approved in writing by the Village Manager, Superintendent of Public Works, Superintendent of Parks and Recreation, or the Building Inspector.

**EXPERIENCE**

The Contractor shall present with the proposal evidence that they have at least five (5) years of satisfactory experience in the labor categories on the bid forms.

**EQUIPMENT:**

The awarded vendor(s) shall provide all personnel, equipment, vehicles, and tools required to effectively perform the work as detailed herein.

It is the awarded vendor'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 vendor equipment. The awarded vendor(s) must replace any equipment the Village determines unfit for use with equipment approved by the Village.

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



or idle within Village boundaries.

**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 handling chemicals and materials.

**ASSIGNMENT:**

The awarded vendor(s) shall not assign, transfer, convey, sublet, subcontract, or otherwise dispose of the Contract or the right, title, or interest therein, or his power to execute such Contract to any other person, company, corporation, or entity without the express, prior written consent of the Village of Hastings-on-Hudson, which may be withheld at the Village's sole discretion.

**PERFORMANCE REVIEW:**

The awarded vendor(s) shall be available to meet with the Village Manager, Superintendent of Public Works, Superintendent of Recreation, and the Building Inspector to discuss any suggestions or complaints regarding the awarded vendor(s)' performance of the work following execution of the contract.

**LAWS, RULES AND REGULATIONS:**

All awarded vendors shall abide by all federal, state, and local laws, rules, and regulations, including all applicable provisions concerning health and safety.

## 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:

<b>Commercial General Liability (CGL)</b>	<b>(5,8 &amp; 9)</b>
<b>Each Occurrence</b>	
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
<b>Auto Liability – including BI and PD (AL)</b>	<b>(2 &amp; 7)</b>
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
<b>Excess/Umbrella Liability</b>	<b>(1)</b>
Each Occurrence	\$3,000,000
Aggregate	\$3,000,000
<b>Workers Compensation and Employers Liability</b>	<b>(3)</b>
Each Employee	Statutory
Each Accident	Statutory
<b>Disability Benefits</b>	<b>(3)</b>
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.

## **STATEMENT BY BIDDER**

It is understood and agreed that this bid 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 bids 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.

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

## **BIDDER'S QUALIFICATIONS**

The hourly rate trade labor services work shall be performed by persons regularly engaged in this type of work. The contractor shall furnish, to the satisfaction of the Village, proof of previous experience in the appropriate 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 providing labor services:

\_\_\_\_\_

The Village will evaluate the experience listed by the Contractor in this bid document. The Village reserves the right to reject the bid 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 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.

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Signature

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Date

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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