

## **REQUEST FOR PROPOSALS**

### **Roadway Maintenance Service (2022)**

The Village Board of the Village of Airmont, County of Rockland, New York, (“Village”) invites the submission of sealed proposals for roadway maintenance services (“roadway maintenance service”) for all dedicated public roadways (except state and county roads) within the territorial limits of the Village and consisting of approximately thirty-six (36) linear miles (the “Roadways”).

Accordingly, the Village Board is requesting proposals (hereinafter “proposals”) to be submitted from qualified candidates to complete such work. Responsive Proposers should provide Proposals specified in **Appendix “A”** attached hereto and made a part of this Request for Proposals.

The successful Proposer must comply with all laws, rules and regulations governing roadway maintenance services and all related matters thereto.

The initial term of the contract commences **January 1, 2023**, and ends on **December 31, 2023**. Renewal of the contract for up to three (3) additional one-year periods is at the Village’s sole option. However, Proposers should provide separate quotes for each of the three (3) years by copying the attached “PROPOSAL” and provide costs associated for each year.

The Proposals to be submitted shall consist of the following:

1. Notice to Proposers
2. General Conditions & Specifications
3. Proposer Questionnaire
4. Proposal
5. Proposer’s Certificate of Compliance with the Iran Divestment Act
6. Statement of Non-Collusion
7. Certificates of Insurance
8. Specifications of Services to be Provided – Appendix “A”
9. Agreement and Appendix “B” (Village Contract Clauses)

At the time of the opening of Proposals, each proposer will be presumed to have conducted its due diligence on the Village of Airmont roadways in question and to have read and to be thoroughly familiar with the documents herein. Failure or omission of any proposer to examine any forms, instruments, or documents shall, in no way, relieve the proposer from any obligation with respect to its Proposal.

**NOTICE TO PROPOSERS**

**NOTICE** is hereby given that Proposals will be received by the Village Clerk, for the Village of Airmont, County of Rockland, State of New York on or before **August 31, 2022** at 2:00 PM, prevailing time, at Village Hall, 251 Cherry Lane, Airmont, New York, at which time and place Proposals will be opened and read in public for:

**Roadway Maintenance Service**

Proposers may request the Proposal information from the Village Clerk's Office at the above address beginning on **August 3, 2022**, during regular business hours 9:00 A.M. to 4:00 P.M., excluding holidays and weekends. **There is a \$50 non-refundable fee.**

All Proposals must be presented on forms supplied by the Village in this Proposal Package. Any Proposals not returned on the proper forms will not be considered. All blank spaces for prices must be filled in, in ink or typewritten, in both words and figures. Erasures or other changes in the Proposal must be explained or noted and initialed by the Proposer. Where there is a discrepancy between amounts in written words and printed numbers, the written word will control. **Proposals must be received by the Village Clerk's Office no later than 2:00 p.m. on August 31, 2022.** Late proposals are subject to rejection.

In the event of multiple Proposals, the Village Board reserves the right to make the award to the Proposer it believes would best service the needs of the Village. The Village Board further reserves the right to waive informalities and to reject any and all Proposals, provided the best interest of the Village is served thereby.

Proposals shall be plainly marked on the outside of the sealed envelope as follows: **Village of Airmont Roadway Maintenance Service (2022)**. The Village assumes no responsibility for proposals returned by mail. **E-mail Proposal submissions are not acceptable and will not be reviewed or considered.**

Dated: August 3, 2022

BY ORDER OF THE VILLAGE BOARD  
OF THE VILLAGE OF AIRMONT

SHARON HALON, VILLAGE CLERK

## GENERAL CONDITIONS & SPECIFICATIONS

### I. INTRODUCTION

#### **A. General Information**

The Village of Airmont, New York, is requesting Proposals from Authorized Proposers for certain roadway maintenance services as specified in the “Notice to Proposers”, and as detailed in the specifications attached hereto. With submission of a Proposal, a Proposer agrees to be bound by the requirements set forth in the following General Conditions.

All materials, supplies, and equipment shall be provided by the Proposer. As necessary, the Proposer may submit a rate for materials used for service to the Village.

There is no expressed or implied obligation for the Village to reimburse any parties for any expenses incurred in preparing Proposals in response to this request.

Nine (9) copies of a Proposal must be received at the Village Clerk’s Office, Village Hall, Village of Airmont, 251 Cherry Lane, Airmont New York 10982 by **August 31, 2022**. The Village reserves the right to reject any or all Proposals submitted. Proposals submitted will initially be reviewed for completeness by Village legal counsel and the Village Board.

During the evaluation process, the Village of Airmont reserves the right, where it may serve the Village’s best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions. Any party submitting a Proposal may be requested to make oral presentations as part of the evaluation process.

Submission of a Proposal indicates acceptance by the Proposer of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the Proposal submitted and confirmed in the contract between the Village of Airmont and the Proposer selected.

Following the approval by the Village Board and the notification of the selected Proposer, it is expected that a contract will be executed between both parties within thirty (30) days of issuance of the award.

The Village of Airmont is an Equal Opportunity Employer.

#### **B. Term of Engagement**

##### 1. Agreement

The Agreement shall be for a one (1) year period and shall become effective immediately upon execution of an Agreement.

2. The Village may at any time and for any reason, with or without cause, terminate the Agreement by written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination, services shall be paid for in such amount as shall compensate the Proposer for the services satisfactorily performed prior to termination. Such amount shall be fixed by the Village after consultation with the Proposer and shall be subject to audit by the Village Board and the Village Treasurer. Termination under this section shall not give rise to any claim against the Village for damages or for compensation in addition to that provided hereunder. The Proposer shall perform all services necessary and reasonably desirable in order to assist the Village in meeting all deadlines and ensuring safe reliable services, as may be in the best interests of the Village as determined by the Village Board.

In the event of such termination, the Proposer shall provide its successor with access to all documents, information and other documents that may have been used or drafted in connection with and as part of the performance of the services hereunder and based on mutually agreeable terms and conditions as set by and between the Village and the Proposer.

Nothing herein shall be deemed to entitle the winning Proposer any exclusive right to such work where an emergency exists requiring an immediate response.

## **II. NATURE OF SERVICES REQUIRED**

### **A. General**

The Village of Airmont is soliciting the services of a qualified company or individual for certain roadway and parking lot maintenance. Such work will include all dedicated public Roadways (except State and County roads) at the time of bid located within Village limits.

### **B. Scope of Work and Specifications**

The work shall be in accordance with the specifications set forth and annexed hereto as Appendix "A".

The Request for Proposals, the Plans and the Scope of Work stated herein are subject to change at the discretion of the Village.

It is the obligation of the bidder to ascertain for himself, his superintendents/supervisors, operators, and/or workers, the facts concerning conditions to be found at the locations covered by the bid where roadway maintenance will be undertaken, including the physical characteristics above and on the surface of the Roadways, and the total mileage thereof, the condition, nature and placement of the storm water basins, under roadway storm water culverts and headwalls and related facilities as well as mowing and maintaining Village-owned sidewalks, roadways and watercourses and grounds of Village Hall and Airmont Community Center, and immediate area around the Village road signs, to read the specifications, terms, and conditions and written instructions which can, in any way, affect the work under this contract, and to make the necessary investigations relating thereto. The bidder's signature on the bid cover sheet certifies his acceptance of all field conditions

The Contractor assumes full responsibility for the equipment employed in the prosecution of the work hereunder and agrees to make no claims against the Village for damages to such equipment for any claims whatsoever.

The Contractor shall be responsible for any damage to roadway property, caused by his negligence in the performance of work under the Contract, including but not limited to, equipment furnished to the contractor, guide rail, bridge parapets and railings, light standards, signs and delineators, curbs, mailboxes and all other structures.

In the event of such damage, the Village shall notify Contractor of such damage, who will then have five (5) business days to make necessary repairs. In the event repairs are not made by Contractor within the aforementioned timeframe, the Village reserves the right to immediately effect both temporary and permanent repairs at the expense of the Contractor and the Contractor hereby agrees that in such event the Village may deduct the cost of such repairs and related expenses incurred by the Village for any monies due to the Contractor under the Contract.

Any dumping fees incurred by Contractor for work contemplated hereunder, will be reimbursed to Contractor upon presentation of paid receipt.

A meeting to review the highway maintenance procedures with Village's designated personnel and Officials is mandatory by the successful contractor. Said meeting will be held following the initiation of the contract between the Village and Bidder and at least annually thereafter. Failure to attend the meeting may be considered a breach of contract. If so, the Village reserves the right to cancel the contract, obtain substitute services in the open market place and charge the defaulting Contractor for any increase in cost. No payment will be made for attendance at this required meeting.

Upon receipt of instructions, the Contractor shall immediately mobilize the necessary crews to proceed with the required services.

All vehicles supplied under this contract shall be capable of communicating with each other and contractor's operations center. Contractor's Operations Manager/Supervisor shall be available twenty-four hours a day, seven days per week via cell phone for communication between the Village and Contractor

All work agreements are contingent upon the absence of strikes, accidents, inclement weather or other delays beyond the contractor's control including, but not limited to, the foregoing illustrative examples. The contractor will schedule performance of the work as closely to the anticipated time as possible.

The Village shall retain 5% of the total amount due the contractor for each payment made under this agreement.

This retainage is to provide the Village with assurance that all equipment shall be maintained in accordance with the specifications.

Such retainage shall be released to the contractor annually at the end of May of each year upon the Contractor being in good standing and fulfilling the requirements hereunder

### **C. Qualifying Requirements**

#### ***Qualified Proposer:***

The Village of Airmont desires a Proposer to retain qualified roadway contractor for the purposes of maintenance of Village Roads and certain parking lots during periods of inclement weather.

The Proposer shall have prior demonstrated experience in works of similar size and scope; Prior experience working on municipal or private sector projects or on projects with local and state agencies and prior experience or knowledge of municipal facilities. Proposer shall also maintain such experience at the appropriate level of responsibility, along with the Proposer's licenses and registration. All work performed shall be completed in a professional workmanlike manner in accordance with all Code requirements, local, State and Federal Laws and Regulations.

The Proposer shall possess all required licenses be in good standing, and maintain liability insurance.

The Proposer's employee(s) and apprentice(s), if any, shall be qualified and paid the applicable prevailing wage rate.

The Proposer shall maintain reports, records, and itemized invoices which shall be made available to the Village upon request.

The Proposer shall be required to obtain any necessary Village, County, State and Federal permits and licenses for equipment, personnel, and completing the work.

The Proposer will be required to verify all requirements specified herein.

***Location:*** Village of Airmont

#### ***Non-Discrimination:***

No person shall be denied or subjected to discrimination on account of any services, or activities made possible by or resulting from this agreement on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provision), marital status or the presence of any sensory, mental or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this agreement and shall be grounds for cancellation, termination or suspension in whole or in part of the agreement by the Village of Airmont and may result in ineligibility for further Village of Airmont contracts. The Proposer shall at all times in the

Proposal and contract process comply with all applicable Village of Airmont, state, and federal anti-discrimination laws, rules, regulations and requirements thereof.

#### **D. Reporting**

After the service is deemed to be completed satisfactorily by the Village, a detailed invoice that includes a description of the services rendered, materials used, if any, status of the project, and any other necessary information shall be provided, in writing, within fourteen (14) days of the completion of the service. The Report shall be provided to the Village Clerk.

The Village has the right to the full and exclusive possession of information, materials, documents, and electronic data produced by the Proposer relating to any services rendered for the Village.

#### **E. Implied Requirements**

All services not specifically mentioned in this Proposal Package that are necessary to provide the functional capabilities described by the Proposer shall be included.

### **III. PROPOSER CHECKLIST**

The following materials are required to be received by **August 31, 2022** for Proposer's proposal to be considered:

1. **Invitation to Proposers** - Showing the Proposal subject; the Proposer's name; the name, address and telephone number of a contact person; and the date of the Proposal.
2. **Transmittal Letter** - A signed letter of transmittal briefly stating the Proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the Proposer believes itself to be best qualified to perform the engagement and a statement that the Proposal is a firm and irrevocable offer for the period covered.
3. **Statement of Independence** - The Proposer should provide an affirmative statement that it is independent of the Village of Airmont. The Proposer should also list and describe the Proposer's professional relationships involving the Village of Airmont or any of its agencies for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed services. In addition, the Proposer shall give the Village of Airmont written notice of any professional relationships entered into during the period of this agreement.
4. **Proposal** –The Proposer shall set forth its Proposal and amounts on the required form entitled "Proposal." The Proposer shall identify its regular business hours and days.
5. **Executed Certificate of Compliance with the Iran Divestment Act**
6. **Executed Statement of Non-Collusion**

7. **Certificates of Insurance**

8. **Standard Clauses**

Inquiries concerning the Proposal Package must be made to:

Sharon Halon, Village Clerk  
Village of Airmont  
251 Cherry Lane  
P.O. Box 578  
Tallman, New York 10982

**IV. EVALUATION PROCEDURES**

**A. Selection Personnel**

In considering selection of a Proposal award, Proposals submitted will be evaluated by the Village Board and Village Legal Counsel.

**B. Evaluation Criteria**

The following represent the principal selection criteria, which will be considered during the evaluation process of Proposals:

1. **Mandatory Elements**

- a. The Proposer is independent and licensed in New York.
- b. The Proposal form.
- c. The Proposer has no conflict of interest with regard to any other work performed by the Proposer for the Village of Airmont.
- d. The Proposer adheres to the instructions in this Request for Proposals on preparing and submitting the Proposal.
- e. The Proposer, in addition to entering a final contract, acknowledges that the Standard Village of Airmont Contract Clauses set forth in Appendix "B" will be a part of any final contract.

2. **Expertise and Experience**

- a. The Proposer's past experience and performance on comparable government engagements.
- b. The quality of the Proposer's professional personnel to be assigned to the engagement and the quality of the Proposer's management support personnel to be available.

**C. Final Selection**

The Village will award the work described to one Authorized Proposer. Following notification of the Proposer selected and contract approvals by the Village Board, it is expected a contract will be executed between both parties within thirty (30) days after the award.

**D. Right to Reject Proposals**

Submission of a Proposal indicates acceptance by the Proposer of the conditions contained in this Request for Proposals unless clearly and specifically noted in the Proposal submitted and confirmed in the contract between the Village of Airmont and the Proposer selected. The Village of Airmont reserves the right to reject any or all Proposals or parts thereof for any reason, to negotiate changes to Proposal terms and to waive minor inconsistencies or omissions with the Proposal responses.

**PROPOSER QUESTIONNAIRE**

**PROPOSAL SUBMITTED BY:**

Company Name \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone Number \_\_\_\_\_

Address \_\_\_\_\_

Communications concerning this Proposal shall be addressed to:

The mailing address of Proposer \_\_\_\_\_

\_\_\_\_\_

Date Proposal submitted \_\_\_\_\_

**If Proposer is:**

**An Individual**

By \_\_\_\_\_ (Seal)  
(Individual's Name)

Doing business as \_\_\_\_\_

Business address \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

**A Partnership**

By \_\_\_\_\_ (Seal)  
(Firm Name)

\_\_\_\_\_ (General Partner)

Business address \_\_\_\_\_

Telephone Number \_\_\_\_\_

**A Corporation**

By \_\_\_\_\_  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By \_\_\_\_\_

\_\_\_\_\_  
(Title)

(Corporate Seal)

Attest \_\_\_\_\_  
(Secretary)

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

If Proposer is not incorporated in New York State:

- 1) Date of Qualification to do business in New York State: \_\_\_\_\_
- 2) State of Incorporation: \_\_\_\_\_

**A Joint Venture**

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

Phone Number and Address for receipt of official communications:

\_\_\_\_\_  
\_\_\_\_\_

Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a part to the joint venture should be in the manner indicated above.

**PROPOSAL**

In addition to those items that are required to be a part of this Proposal (identified in Submissions of Proposals), please provide the following:

Regular Business Days & Hours: \_\_\_\_\_  
Name of Proposer: \_\_\_\_\_  
Authorized Signature of Proposer: \_\_\_\_\_  
Address of Proposer: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**2023**

**NUMERICAL PROPOSAL:** \$ \_\_\_\_\_  
**IN WORDS:** \$ \_\_\_\_\_

**2024**

**NUMERICAL PROPOSAL:** \$ \_\_\_\_\_  
**IN WORDS:** \$ \_\_\_\_\_

**2025**

**NUMERICAL PROPOSAL:** \$ \_\_\_\_\_  
**IN WORDS:** \$ \_\_\_\_\_

**2026**

**NUMERICAL PROPOSAL:** \$ \_\_\_\_\_  
**IN WORDS:** \$ \_\_\_\_\_

The Labor Rates provided herein shall be valid for the Contract Term of the Proposed Contract. The Village will compensate the Proposer based on the work performed unless otherwise agreed between the Village and the Proposer.

**PROPOSER’S CERTIFICATE OF COMPLIANCE WITH  
IRAN DIVESTMENT ACT**

Pursuant to General Municipal Law § 103-g, which generally prohibits the Village of Airmont from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the Proposer submits the following certification:

*[Please Check One]*

\_\_\_\_\_ 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 to the best of its knowledge and belief, that each Proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

\_\_\_\_\_ I am unable to certify that my name and the name of the Proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: \_\_\_\_\_, 2022  
\_\_\_\_\_, New York

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

Sworn to before me this \_\_\_\_  
day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
*Notary Public*

## STATEMENT OF NON-COLLUSION

(Required by Section 103-d of the General Municipal Law)

Section 103-d “Statement of Non-Collusion in Proposal(s) or Proposal(s) to political subdivisions of the State”

Every bid or proposal (hereinafter “Proposal”) hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Proposer and affirmed by such Proposer as true under the penalties of perjury: Non-Collusive Bidding Certification.

(a) 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 thereof certifies as to its own organization, under penalty of perjury, that to the best of his/her own knowledge and belief:

(1) The prices in this Proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor,

(2) Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer 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 Proposal for the purpose of restricting competition.

(b) A Proposal shall not be considered for award nor shall any award be made where (a)(1)(2) and (3) above have not been complied with; provided, however, that if in any case the Proposer cannot make the foregoing certification, the Proposer shall so state and shall furnish with the Proposal a signed statement which sets forth in detail the reasons therefore. Where (a)(1)(2) and (3) above have not been complied with, the Proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the Proposal is made, of his/her/its designee determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Proposer (a) has published price lists, rates, or tariffs covering items being procured; (b) has informed prospective customers of proposed or pending publication or new or revised price lists for such items; or (c) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Certification: The information above is true and complete to the best of my knowledge and belief.

Name of Proposer: \_\_\_\_\_

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Address

**\*\*THIS IS A DRAFT CONTRACT, BUT THE FINAL CONTRACT SHALL BE SUBJECT TO NEGOTIATION AND MAY INCLUDE ADDITIONAL PROVISIONS, MODIFICATIONS OR DELETIONS. \*\***

**AGREEMENT**

THIS AGREEMENT made as of the \_\_\_ day of \_\_\_\_\_, 2022, between the Village of Airmont, a municipal corporation of the State of New York with offices located at 251 Cherry Lane, PO Box 578, Tallman, New York (hereinafter referred to as the “Village”) and \_\_\_\_\_, doing business as \_\_\_\_\_, (a corporation, limited liability company), having its principal place of business at \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as the “Proposer”).

This Agreement consists of the entire Proposal Package and the Proposer is obligated to perform all requirements of the Proposer and/or Proposal as described throughout the entire Proposal Package:

1. Notice to Proposers
2. General Conditions & Specifications
3. Proposer Qualifications & Questionnaire
4. Proposal
5. Proposer’s Certificate of Compliance with the Iran Divestment Act
6. Statement of Non-Collusion
7. Certificates of Insurance
8. Agreement

**WITNESSETH:**

**WHEREAS**, the Village desires certain roadway maintenance services during periods of inclement weather; and

**WHEREAS**, the Village solicited Proposals on \_\_\_\_\_; and

**WHEREAS**, the Proposer submitted a Proposal to the Village; and

**WHEREAS**, the Proposer’s proposal is in the best interest of the residents of the Village; and

**NOW, THEREFORE**, the Village and the Proposer, for the consideration hereinbefore named agree as follows:

ARTICLE I. Term.

A. Commencing January 1, 2023 and continuing through \_\_\_\_\_, 202, or until the services contemplated herein are completed in full and to the full satisfaction of

the Village, the Proposer shall continue to maintain certain roadways by way of plowing, shoveling, and salting within Village boundaries during periods of inclement weather.

ARTICLE II. Work Included.

A. The Proposer hereby agrees to perform all work set forth in the General Conditions and Specifications as well as those set forth in Appendix "A", which is provided in the Proposal Package and incorporated in full herein.

ARTICLE III. No Collusion or Fraud.

A. The Proposer hereby agrees that the only person or persons interested as principal or principals in the Proposal or Proposal submitted by the Proposer for this Agreement is named herein, and that no other person other than those mentioned herein has any interest in the above named proposal or in the securing of the award, and this Agreement has been secured without connection with any person or persons other than those named, and that the proposal is in all respects fair and was prepared, and this Agreement secured without collusion or fraud and that neither any official nor employee of the Village has or shall have a financial interest in the performance of this Agreement or in the supplies, work, or business to which it relates, or in any portion of the profits thereof.

ARTICLE IV. Right to Suspend Work and Cancel Agreement.

A. It is further mutually agreed that if at any time during the execution of the work the Village Board shall determine that the work pursuant to this Agreement is not being performed according to this Agreement, the Village may suspend or stop the Proposer's work pursuant to this Agreement.

B. Whenever the Village determines to suspend or stop work under this Agreement, written notice shall be sent by registered mail to the Proposer at its address, and the Proposer shall be entitled to a Hearing before the Village Board on whether or not this Agreement has been violated. Any violation of this Agreement shall be established by a preponderance of evidence.

ARTICLE V. Insurance.

A. The Proposer shall procure and maintain at their own expense and without expense to the Village, liability insurance for damages imposed by law, of the kinds and in the amount as follows: One Million (\$1,000,000) Dollars per person for bodily injury, One Million (\$1,000,000) Dollars for each accident (aggregate), Five Hundred Thousand (\$500,000) Dollars for each property claim, and Three Million (\$3,000,000) Dollars for each accident (aggregate). The Proposer shall also obtain, at its sole expense, the statutory limits for Workers' Compensation; said insurance to be procured from the insurance companies authorized to do such business in the State of New York, covering all operations under this Agreement, whether

performed by the Proposer or by any subProposer and shall maintain such insurance in force for the duration of this Agreement. All insurance policies required under this Agreement shall include in addition to the Proposer's name, the following named insured parties: The Village of Airmont.

B. Before commencing the work pursuant to this Agreement, the Proposer shall furnish to the Village Clerk a Certificate or Certificates of Insurance, in a form satisfactory to the Village showing compliance with this Article. All insurance shall be issued by companies authorized to do business in the State of New York who have certificates of solvency, and shall have a thirty (30) day non-cancelable clause. In the event of the cancellation, said policy shall be replaced by an equivalent insurance prior to the cancellation date.

ARTICLE VI. Compliance with Laws.

A. The Proposer shall comply with all the provisions of the Laws of the State of New York and of the United States of America which affect municipalities and municipal contracts and more particularly Labor Law, General Municipal Law, Worker's Compensation Law, Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, Department of Labor Occupational Safety and Health Act, Executive Orders, State, Local and Municipal Health Laws, rules and regulations and any and all regulations promulgated by the State of New York and/or amendments and additions thereto insofar as the same shall be applicable to any contract awarded hereunder, with the same force and effect as if set forth at length herein.

ARTICLE VII. Assignments.

A. This Agreement may not be assigned by the PROPOSER without the express written permission of the Village.

ARTICLE VIII. Successors.

A. This Agreement shall bind the successors and representatives of the parties hereto.

ARTICLE IX. Defense of Actions or Suits.

A. Neither the Village nor any of its officers or agents shall in any manner be answerable or responsible for any loss or damage that shall or may happen by reason of this Agreement, nor shall it be in any manner answerable or responsible for any injury done, for damages or compensation required to be paid under any present or future law, to any person or persons whomever, whether employees of the PROPOSER or otherwise, or for damages to any person or property, whether belonging to the Village or to others, occurring or to others, occurring during, or resulting by reason of this Agreement. Against all such injuries, damages and

compensation, the PROPOSER shall and will properly guard. The PROPOSER shall also, at all times, indemnify and hold harmless the Village and its employees, against any and all such injuries, damages and compensation arising or resulting from the performance of this Agreement or the lack thereof whether brought by third parties against the parties to this Agreement or between the parties. The PROPOSER shall carry liability insurance in the sums required under this Agreement for the complete duration of this Agreement.

B. The Village agrees to defend the terms of the Proposal process made and the Proposer agrees to defend the Proposal made. If, however, a court of competent jurisdiction determines any contract awarded hereunder is null and void or illegal, the parties shall, except for any act of the Proposer asserts the Village was a breach of the Proposer, waive any claim against each other, but may under emergency powers continue their relationship until the work is re-Proposal pursuant to Court Order. Such work under emergency declaration shall continue at the rate of the invalidated contract until a new contract is awarded and takes effect. The intent of this paragraph is to ensure that at all times disposal service is available and that if a court of competent jurisdiction invalidates the contract as unlawful or otherwise in excess of the powers of the Village or District, that the Proposer shall have no cause of action against the Village or District.

ARTICLE X. Verbal Statements Not Binding.

A. It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal statements of the Village or other representatives of the Village, and such statements shall not be effective or be construed as entering or forming part of, or altering in any way whatsoever the written agreement.

ARTICLE XI. No Waiver of Rights.

A. Any remedy provided in this Agreement shall be taken and construed as in addition to each and every other remedy herein provided; and in addition to all other suits, actions or legal proceedings, the Village shall be entitled as of right to a writ of injunction against any breach of any of the provisions of this Agreement.

ARTICLE XII. Notice Procedures.

A. Any notice from one party to the other, under this Agreement, shall be in writing and shall be dated and signed by the party giving such notice, or by a duly authorized representative of such party.

B. All inquiries between parties of this Agreement pertaining to details, progress and coordination of the work shall be considered binding only when in writing and directed through the Village Clerk.

ARTICLE XIII. Governing Law.

A. This Agreement shall be governed by the laws of the State of New York.

ARTICLE XIV. Severability and Interpretation.

A. In the event that any Court or tribunal denies full force and effect to any part of this Agreement, it is the express intention of the parties that all other aspects of this Agreement remain in full force and effect in all other respects.

ARTICLE XV. Effective Date.

A. This Agreement is effective upon execution by all parties and the approval of the Village Board.

ARTICLE XVI. Counterparts.

A. This Agreement has been prepared for execution by each of the parties which may be executed in any number of counterparts, all of which, when taken together, shall constitute a single agreement.

ARTICLE XVII. Entire Agreement.

A. This Agreement constitutes the entire agreement among the parties, and nothing more nor less than the contents of this Agreement is intended by the parties. Nothing in this Agreement may be changes unless by a notarized agreement signed by both parties.

B. This Agreement consists of the entire Proposal Package, including any document submitted by the Proposer as part of its Proposal.

C. In addition to the foregoing, the Proposer hereby agrees to the terms and conditions set forth in Appendix "A," which is hereby agreed to be as if set forth herein and incorporated in full.

ARTICLE XVIII. Payment.

The Village agrees to pay the Proposer, within thirty (30) days of the submission of an invoice by Proposer, for the performance in full under this Agreement subject to additions and deductions as provided in the project in Proposal Package.

Proposer indicates it is familiar with the entire Proposal Package/Contract documents and agrees to be obliged by the terms and conditions in said documents to the Village.

**IN WITNESS WHEREOF**, the Village of Airmont caused its seal to be affixed hereunto, and these presents to be signed by its Mayor, and to be attested by its Village Clerk, both duly

authorized so to do; and the PROPOSER has hereunto caused its corporate seal to be affixed hereunto and these present to be signed and to be attested to as both being duly authorized to so do the day and year first above mentioned.

**VILLAGE OF AIRMONT**

**PROPOSER  
(PROPOSAL AWARD WINNER)**

By: \_\_\_\_\_  
Village Mayor

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

\_\_\_\_\_  
Print Name and Title

ATTEST:

By: \_\_\_\_\_  
Village Clerk

*Village Seal*

## APPENDIX "A"

### **SPECIFICATIONS OF SERVICES TO BE PROVIDED**

1. Provide the roadway maintenance of all dedicated public Roadways, with the exception of State and County roadways, at the time of bid located within the territorial limits of the Village of Airmont, New York. Such maintenance consists of approximately thirty-six (36) linear miles of roadway.
2. Provide snow plowing, shoveling and salting of the Village Hall parking lot when there is an accumulation of one and one-half inches or more, making effort to keep the parking lot and parking areas open during snow storm.
3. Inspect and clean storm basins as often as needed or as recommended/directed by the Village Engineer. Provide written reports monthly indicating basin inspected and cleaning work performed.
4. Repair storm basins as needed and/or recommended/directed by Village Engineer. Catch basin gates or frames to be provided by Village to the extent necessary.
5. Sweep all roads twice (2X) per annum.
6. Inspect and repair macadam curbing on an annual basis.
7. Regularly cut grass, trim trees and bushes in Village right of ways and adjacent to water basins and watercourses as needed to maintain sight lines, and/or as recommended/directed by Village Engineer.
8. Provide 24 hour emergency service year round, including in association with addressing storm damage. Cut up and remove and dispose of trees, tree limbs and plant matter having fallen into or disrupting or obstructing or threatening a roadway, and remove and dispose of any other matter, whether organic or inorganic, that may have fallen on or be obstructing passage on any roadway. Work on removing any material obstructing the roadway must be begun within one hour of notice from Village and/or as weather conditions allow. If conditions do not permit immediate removal, obstructing materials must at least be moved off of the roadway and then cut up and disposed of within forty-eight (48) hours or sooner, if conditions permit.
9. Inspect culverts, inlet and outlet structures, and associated streams and waterways at least annually. Remove and dispose of as necessary accumulated debris or sediment blocking inlet and outlet structures (e.g., entrances to culvert or outlet areas causing same to back-up), except contaminated chemical materials or other contaminants identified by Department of Conservation. Rod and jet ("hydro-vac") as needed, critical structures to be done as recommended/directed by the Village Engineer with a maximum of sixteen hours per year, cumulative over the life of the agreement. All inspections and work on culverts and associated streams and waterways are to be reported in writing, monthly.

10. Regularly repair potholes and cracks, and other defects in the road paving and shoulders to restore roadway to specifications as required by New York State Department of Transportation (excluding resurfacing of roadways).
11. The contractor agrees to perform the described services in a workmanlike manner and employs skilled workmen fully covered by Workmen's Compensation Insurance. All required equipment and materials to be provided by contractor.
12. The work is to be performed in accordance with the terms and conditions set forth as herein as soon as possible after the inception of said inclement weather.
13. The work which includes the snow removal involves the use of equipment which will be provided and maintained by the Contractor.
14. The Contractor understands that during severe weather conditions when there are large amounts of snow present, a front-end loader may be needed to remove snow.
15. Repainting of road markings as necessary, and adding new markings as directed by Village Engineer and/or Village Board.
16. Repair road signs, as necessary. Install new Village-supplied road signs as directed by Village Engineer and or Board of Trustees.
17. Repair and/or replace existing, damaged guide rails as necessary.
18. Generally maintain roadways and storm water system, and such other services as directed by the Mayor, his or her designee, Village Clerk or the Village Engineer.
19. Provide twenty-four hour removal and disposal of dead animals from streams, roadways and right of ways upon notification from Village.
20. Transport and unload recyclable bins and bags from Rockland County Solid Waste to Village Hall garage.
21. Mow grass, trim shrubs and trees, fertilize, inhibit and remove weeds, maintain beds and mulch and all related landscaping services, for Village Hall/Community Center, 251 Cherry Lane, Airmont, NY 10982
22. Such other work of a similar or related nature as directed by the Mayor or his or her designee, Village Clerk, Village Engineer or Village Board.

**APPENDIX "B"**

**STANDARD VILLAGE CONTRACT CLAUSES**

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The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the word “Contractor” herein refers to any party other than the Municipality, whether a contractor, licensor, licensee, lessor, lessee or any other party). The Municipality, as used herein, shall mean the Town, Village, or District entering into the Contract. The term “Bid”, “Bidder” and any reference to “bidding,” as used herein, shall also apply to Requests for Proposals and Proposers issued by the Town, Village, or District entering into the Contract.

1. **EXECUTORY CLAUSE.**

It is hereby agreed that the Municipality shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.**

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the Municipality’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article 5-a of the General

Municipal Law may be waived at the discretion of the Municipality. The Municipality retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the Municipality. The Contractor may, however, assign its right to receive payments without the Municipality’s prior written consent unless this Contract concerns Certificates of Participation pursuant to Article 5-A of the General Municipal Law.

3. **MUNICIPALITY’S APPROVAL.**

In accordance with laws of the State of New York, if the contract may be made only by specified officers or board and in a specified manner that requires the approval of the Municipality Board, the contract shall not be valid, effective or binding upon the Municipality until it has been approved by the Municipality. It shall be Contractor’s obligation to confirm approval by the appropriate board, which shall not be unreasonably withheld by the Municipality.

4. **WORKERS’ COMPENSATION BENEFITS.**

In accordance with Section 108 of the General Municipal Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered

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by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.**

To the extent required by Article 15 of the Executive Law (the "Human Rights Law") and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed,

color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.**

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the New York State Department of Labor. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the Department of Labor in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor

Law shall be a condition precedent to payment by the Municipality of any the Municipality approved sums due and owing for work done upon the project.

7. **STATEMENT OF NON-COLLUSION.**

In accordance with Section 103-d of the General Municipal Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the Municipality a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.**

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such

Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Municipality within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. **SET-OFF RIGHTS.**

The Municipality shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the Municipality's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the Municipality with regard to this contract, any other contract with any the Municipality's department, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the Municipality for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The Municipality shall exercise its set-off rights in accordance with normal practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the Municipality.

10. **RECORDS.**

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

**11. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

By signing this Agreement the Contractor certifies and affirms that it is Contractor's Equal Employment Opportunity Policy that:

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

(b) At the request of the Municipality, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the Contract, all

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qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of “a,” “b,” and “c” above, in every subcontract for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the “Work”) except where the Work is for the beneficial use of the Contractor. This Section does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The Municipality shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Municipality shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the Municipality shall waive the applicability of this Section to the extent of such duplication or conflict.

12. **CONFLICTING TERMS.**

In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

13. **GOVERNING LAW.**

This contract shall be governed by the laws of the State of New York without regard to choice of law provisions.

14. **NO ARBITRATION.**

Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

15. **SERVICE OF PROCESS.**

In addition to the methods of service allowed by the State Civil Practice Law & Rules (“CPLR”), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor’s actual receipt of process or upon the Municipality’s receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the Municipality, in writing, of each and every change of address to which service of process can be made. Service by the Municipality to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

16. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.**

The Contractor certifies and warrants that any and all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and

PROPOSER INITIALS HERE: \_\_\_\_\_

provisions of Section 165 State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the Municipality or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the Municipality.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 State Finance Law. Any such use must meet with the approval of the Municipality; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

17. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES.**

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair

Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

18. **OMNIBUS PROCUREMENT ACT OF 1992.**

It is the policy of the Municipality to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts. Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
625 Broadway  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
E-Mail: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, New York 10017  
Telephone: 212-803-2414  
E-Mail: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

PROPOSER INITIALS HERE: \_\_\_\_\_

The Omnibus Procurement Act of 1992 requires that by signing this Bid Proposal or Contract, as applicable, Contractors certify that whenever the total bid amount is greater than One Million (\$1,000,000) Dollars:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the Municipality may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the Municipality in these efforts.

**19. RECIPROCITY AND SANCTIONS PROVISIONS.**

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**20. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.**

Contractor shall comply with the provisions of the General Business Law Section 899-aa concerning notifications of disclosure of personal information.

**21. CERTIFICATIONS MADE UNDER PENALTY OF PERJURY.**

To the extent that any certifications, made under penalty of perjury, is false, then such failure to cure such certification shall be a material breach of this Contract and this Contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the Agreement, if

the Municipality determines that such action is in the best interest of the Municipality.

**22. IRAN DIVESTMENT ACT.**

By entering into this Agreement, Contractor certifies in accordance with General Municipal Law § 103-g that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees

that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the Municipality receive information that a person is in violation of the above-referenced certifications, the Municipality will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Municipality] shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

*The Municipality reserves the right to reject any Bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.*