

REQUEST FOR PROPOSALS

PROPOSAL FOR PLUMBING SERVICES FOR THE TOWN OF MONROE

The RFP consist of the documents listed below. Please initial at the bottom of each page where noted, and sign where indicated.

The Proposal to be submitted consists of 26 pages and includes the following:

1. Notice of RFP
2. RFP for Plumbing Services
3. Proposer's Information Sheet
4. Fee Schedule
5. Proposer's Certificate of Compliance with the Iran Divestment Act
6. Statement of Non-Collusion
7. Description of Town Water District Facilities
8. Certificates of Insurance

APPENDIX "A" (Town Contract Clauses)

The undersigned proposes to furnish plumbing services including preventative maintenance, repairs, and emergency services, on an as needed basis, as requested by the Town, for all Town of Monroe facilities as described herein.

At the time of the opening of proposals, each Contractor will be presumed to have conducted its due diligence on the Town's facilities including participation in a mandatory site visit prior to submitting a Proposal, and to have read and to be thoroughly familiar with the Contract documents. Failure or omission of any Contractor to examine any forms, instruments, or documents shall, in no way, relieve the Contractor from any obligation with respect to its Proposal.

NOTICE OF REQUEST FOR PROPOSALS

PLUMBING SERVICES FOR THE TOWN OF MONROE

NOTICE is hereby given that RFPs will be received by the Town Clerk, for the Town of Monroe, County of Orange, State of New York on or before **March 15, 2019 at 10:00 A.M.**, prevailing time, at Monroe Town Hall, 1465 Orange Turnpike, Monroe, New York, at which time and place proposals will be opened and read in public for:

**PLUMBING SERVICES FOR THE TOWN OF MONROE WATER DISTRICT
FACILITIES AS NECESSARY`-**

FOR A CONTRACT PERIOD OF March 18, 2019, 2019 through March 18, 2020.

Interested parties may request the RFP, including detailed specifications and other RFP information from the Town Clerk's Office at the above address beginning on **March 1, 2019**, during regular business hours 8:00 A.M. to 4:00 P.M., excluding holidays and weekends.

All Proposals must be presented on forms supplied by the Town in the RFP. Any RFPs 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 Contractor. Where there is a discrepancy between amounts in written words and printed numbers, the written word will control. **Proposals must be received by the Town Clerk's Office no later than 10:00 a.m. on March, 15, 2019.** In the event of duplicate Proposals, the Town Board reserves the right to make the award to the Proposer it believes would best service the needs of the Town. The Town Board further reserves the right to waive informalities and to reject any and all Proposals, provided the best interest of the Town is served thereby.

RFPs shall be plainly marked on the outside of the sealed envelope as follows: **PROPOSAL FOR PLUMBING SERVICES FOR THE TOWN OF MONROE WATER DISTRICT FACILITIES AS NECESSARY.** The Town assumes no responsibility for Proposals returned by mail.

Dated: March 1, 2019

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF MONROE
MARY ELLEN BEAMS, TOWN CLERK

TOWN OF MONROE

REQUEST FOR PROPOSALS FOR PLUMBING SERVICES FOR THE TOWN OF MONROE WATER DISTRICT FACILITIES AS NECESSARY

The Town of Monroe, New York, is requesting proposals from qualified plumbers to provide plumbing services to Town of Monroe facilities as provided herein. Proposals will be received at the Town Clerk's Office, 1465 Orange Turnpike, Monroe, NY 10950 until **10:00 a.m. on March 15, 2019** at which time no further proposals will be considered. Request for Proposal documents and specifications can be obtained from the Town Clerk's Office between the hours of 8:00am and 4:00pm, Monday to Friday and will also be available on the Town's website under Documents RFP's at www.monroeny.org.

The Town of Monroe is an Equal Opportunity Employer.
The Town may select and retain one or more Contractors.

I. INTRODUCTION

A. General Information

The Town of Monroe (the Town) is requesting proposals from qualified plumbers to furnish plumbing services including preventative maintenance, repairs and emergency services to the Town of Monroe Water District Facilities as indicated in annexed "Description of Town Facilities," on an as needed basis, as requested by the Town.

It shall be the responsibility of the Contractor to be available for on-call service on a 24 hour, 7 days a week basis. When called for service, the Contractor shall respond and be ready to work at the property within one hour from the time of the call for emergency service and within 48 hours for non-emergency service.

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

There is no expressed or implied obligation for the Town 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 Town Clerk's Office, Town of Monroe, 1465 Orange Turnpike, Monroe, NY 10950 by 10:00 a.m. on March 15, 2019. The Town of Monroe reserves the right to reject any or all proposals submitted. Proposals submitted will be initially reviewed for completeness by Town legal counsel, Town Highway Superintendent and the Town Board.

During the evaluation process, the Town of Monroe reserve the right, where it may serve the Town'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 Town of Monroe and the proposer selected.

It is anticipated the selection of a Contractor will be completed no later than March 18, 2019. Following the notification of the selected firm, and approvals by the Town Board, it is expected that contract will be executed between both parties within thirty (30) days of issuance approvals of the award.

B. Term of Engagement

1. Contract Period

The agreement shall be for a one (1) year period and shall become effective immediately upon execution of an Agreement. The agreement may be extended for three successive one-year periods at the discretion of and as approved by the Town Board.

2. The Town 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 Contractor for the services satisfactorily performed prior to termination. Such amount shall be fixed by the Town after consultation with the Contractor, and shall be subject to audit by the Town Board and the Town Finance Department. Termination under this section shall not give rise to any claim against the Town for damages or for compensation in addition to that provided hereunder. The Contractor shall perform all services necessary and reasonably desirable in order to assist the Town in meeting all deadlines and ensuring safe reliable services, as may be in the best interests of the Town as determined by the Town Board and/or the Highway Superintendent.

In the event of such termination, the Contractor 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 Town and the Contractor.

Nothing herein shall give the winning Proposer an exclusive right to such work in cases where an emergency exists requiring immediate response.

II. NATURE OF SERVICES REQUIRED

A. General

The Town of Monroe is soliciting the services of qualified plumbers for one (1) year with an option to approve three successive one-year extensions at the discretion of and as approved by the Town Board.

B. Qualifying Requirements

Qualified Contractor

The Town of Monroe desires a Contractor to provide plumbing services to the Town of Monroe Water District Facilities as identified herein. The Contractor shall be available, as needed, on a 24 hour, 7 day a week basis. The Contractor shall respond for calls for service and be ready to work on site within one hour from the time of the call for emergency service and 48 hours of a non-emergency call, unless otherwise requested.

The Contractor shall be experienced in plumbing services and have formal education in plumbing services. The Contractor shall maintain such experience at the appropriate level of responsibility, along with the Contractor's licenses and registration.

The Contractor shall have experience in providing general plumbing services in compliance with applicable New York State and Federal laws, rules, and regulations. 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 Contractor shall possess a valid license, in good standing, and maintain liability insurance.

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

The Contractor shall maintain reports, records, and itemized invoices for each call for service. All records, reports, and invoices shall be made available to the Town upon request.

The Contractor shall be required to obtain all necessary Town, County, State and Federal permits and licenses for equipment, personnel, and completing the work.

The Contractor must adhere to local ordinances.

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

Mandatory Site Visit

The Contractor is required to have a representative participate in a mandatory site visit of the Town of Monroe Water District Facilities prior to submission of its Proposal.

Upon completion of work, the Contractor shall clean up and make safe including removing any hazardous debris the area where the work was performed. Any debris, equipment or other items found in pipes causing blockages shall be disposed of properly by the Contractor.

Work areas must be clearly marked so as to identify all work and any dangers. The Contractor shall practice acceptable safety precautions to prevent harm to any persons and/or property.

Location:

The Contractor must have an office located within the State of New York and resident staff must be able to offer the full range of services required by this Request for Proposals.

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 Town of Monroe and may result in ineligibility for further Town of Monroe contracts. The proposer shall at all times in the proposal and contract process comply with all applicable Town of Monroe, state, and federal anti-discrimination laws, rules, regulations and requirements thereof.

Other:

Supervisory members of the Contractor shall be licensed, whom is in good standing, to provide plumbing services in the State of New York.

Proposer must provide listing of any current and past New York municipal clients.

B. Reporting

After a call for service is deemed complete by the Town, 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 request. The Report shall be provided to the Town Clerk.

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

C. Implied Requirements

All services not specifically mentioned in this Request for Proposals that are necessary to provide the functional capabilities described by the Contractor shall be included in the Scope of Services.

III. SUBMISSION OF PROPOSALS

The following material is required to be received by 10:00 a.m. on March 15, 2019 for a proposing Consultant to be considered:

1. Title Page - Title page showing the Request for Proposals subject; the Contractor'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 Contractor 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 Contractor should provide an affirmative statement that it is independent of the Town of Monroe. The Contractor should also list and describe the Contractor's professional relationships involving the Town of Monroe 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 Contractor shall give the Town of Monroe written notice of any professional relationships entered into during the period of this agreement.

4. Licensed in New York -An affirmative statement should be included indicating that the Contractor and all professional staff possess all licenses required, that the license holders are in good standing, and that all professional staff are properly qualified to provide plumbing services in Orange County, New York.

5. Firm Qualifications and Experience - The Contractor should state the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis. In addition, the Contractor shall specify whether the Contractor has experience providing general plumbing services. The Contractor shall also provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

6. Supervisor and Staff Qualifications and Experience - The Contractor should identify the principal supervisory and management staff, including managers, other supervisors and specialists, who would be assigned to provide plumbing services. The Contractor should indicate whether each such person is licensed in New York, and if required, in Orange County. The Contractor should provide information on the experience of each person, including information on relevant continuing professional education for the past three (3) years, licenses and membership in professional organizations.

The Contractor should provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to provide plumbing services. The Contractor should indicate how qualified staff over the term of the agreement will be assured. The Proposer should identify the extent to which its staff reflects the Town of Monroe's commitment to Affirmative Action. If the personnel are changed, the Town of Monroe retains the right to approve or reject replacements.

7. Similar Engagements with Other Government Entities—The Contractor shall indicate the municipalities and number of years the Contractor has provided services for each municipality, if applicable.

8. Rates for Additional Professional Services—The Contractor shall indicate the hourly rate of service. The Contractor shall provide the hourly rate for calls for service outside the normal daily hours for work, if different, and the hourly rate for calls for service on Town holidays, if different from the Contractor's normal hourly rate. The Contractor shall identify its regular business hours and days.

Inquiries concerning the Request for Proposals must be made to:

Town of Monroe
1465 Orange Turnpike
Monroe, NY 10950
Attn: Mary Ellen Beams, Town Clerk
(845) 783-1900
(845) 782-5597 (Fax)
maryellen@monroeny.org

The Proposer shall submit an original and nine copies to the following address:

**Town Clerk's Office
1465 Orange Turnpike
Monroe, NY 10950**

IV. EVALUATION PROCEDURES

A. Selection Personnel

In considering selection of a bid award, proposals submitted will be evaluated by the Town Highway Superintendent and the Town Board.

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 Contractor is independent and licensed in New York and, if necessary, Orange County.
- b. The Contractor's hourly rate for normal business hours, after business hours, and the Contractor's hourly rate for calls for services on Town holidays.
- c. The Contractor has no conflict of interest with regard to any other work performed by the Contractor for the Town of Monroe.
- d. The Contractor has a record of quality work including experience providing plumbing services.
- e. The Contractor adheres to the instructions in this Request for Proposals on preparing and submitting the proposal.
- f. The Contractor, in addition to entering a final contract, acknowledges that the Standard Town of Monroe Contract Clauses set forth in Appendix A will be a part of any final contract.

2. **Expertise and Experience**

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

C. Final Selection

The Town will award the work described to one or more Contractors. Following notification of the Contractor(s) selected and contract approvals by the Town 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 Contractor 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 Town of Monroe and the Contractor selected. The Town of Monroe reserves the right without prejudice to reject any or all proposals or parts thereof for any reason, to negotiate changes to proposal terms and to waive minor inconsistencies with the response to the Requests for Proposal.

E. Right to Select More than one Contractor

The Town may select up to two (2) contractors to perform the work. If more than one contractor is selected, emergency calls initially may be rotated at the Town's discretion to each of the selected contractors and subsequent emergency calls will be routed based on the Town's review of each

contractor's work to determine if the work is being performed in a timely, efficient, cost-efficient, and workmanlike manner to the acceptance of the Town. The Town at its discretion may use any of the contractors for a specific job based on the Town's determination of the contractor's ability to complete the work.

PROPOSER INFORMATION SHEET

PROPOSAL SUBMITTED BY:

Company Name _____

Contact Person _____ Telephone Number _____

Address _____

Communications concerning this proposal shall be addressed to:

The mailing address of Contractor _____

Date proposal submitted _____

If Contractor 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: _____

Date of Qualification to do business in New York State if PROPOSER is not incorporated in
New York State _____

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.

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

Pursuant to General Municipal Law § 103-g, which generally prohibits the Town of Monroe 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: _____, New York _____, 2019

SIGNATURE

PRINTED NAME

TITLE

Sworn to before me this ___ day
of _____, 2019

Notary Public

STATEMENT OF NON-COLLUSION

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

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

Every Bid or proposal (hereinafter “Bid” and “bidder”) 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 bidder and affirmed by such bidder as true under the penalties of perjury: Non-Collusive Bidding Certification.

(a) By submission of this Bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint Bid, each party 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 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.

(b) A Bid 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 bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefore. Where (a)(1)(2) and (3) above have not been complied with, the Bid 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 Bid is made, of his/her/its designee determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (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 Contractor: _____

By: _____
Signature Date

Print Name

Title

Business Address

DESCRIPTION OF TOWN FACILITIES
TOWN OF MONROE

Town of Monroe Water District Facilities (Pump Stations)

WD# 1
High Ridge Rd.
Monroe, NY 10950

WD# 2
W. Mombasha Rd.
Monroe, NY 10950

WD# 8
Hilltop Rd.
Monroe, NY 10950

WD#12
Carol Dr.
Monroe, NY 10950

WD# 14
Sunset Ave
Monroe, NY 10950

WD# 10
Pine Tree Road
Monroe, NY 10950

*****ALL PROPOSERS ARE REQUIRED TO COMPLETE A MANDATORY SITE VISIT TO EACH OF THE ABOVE LISTED WATER DISTRICT FACILITIES PRIOR TO SUBMISSION OF A PROPOSAL. ANY PROPOSAL SUBMITTED WITHOUT THE PROPOSER CONDUCTING THE MANDATORY SITE VISIT MAY BE DEEMED INCOMPLETE AND REJECTED. PLEASE CONTACT BOB PICINOTTI AT 845-782-8583 TO SCHEDULE A SITE VISIT.**

APPENDIX A

STANDARD TOWN 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, licenser, 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 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 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 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

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
[https://ny.newnycontracts.com/FrontEnd/
VendorSearchPublic.asp](https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp)

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.

23. COMPLIANCE WITH THE NEW YORK STATE SEXUAL HARASSMENT PREVENTION LAW.

Contractor shall comply with the provisions of the New York State Sexual Harassment Prevention Law (Labor Law Section 201-g). By signing this agreement, Contractor also certifies, affirms, and agrees to be subject to the Municipality’s Sexual Harassment Prevention Policy.

