

## **VILLAGE OF CHESTNUT RIDGE, NEW YORK**

### **REQUEST FOR PROPOSALS**

#### **VILLAGE WEBSITE REDESIGN AND VILLAGE IT SERVICES (2024)**

The Village Board of Chestnut Ridge (hereinafter “Village”) desires to retain qualified services for the redesign, development, implementation and maintenance of the Village of Chestnut Ridge website, as well as IT services for Village technology systems for Chestnut Ridge Village Hall located at Village Hall at 277 Old Nyack Turnpike, Chestnut Ridge, NY 10977. Accordingly, the Village Board is requesting proposals (hereinafter “Bids”) to be submitted from qualified individuals or entities for the Project. Any interested person or entity desiring to provide such services shall submit a proposal according to the instructions contained herein. Proposals will be judged against the requirements, specifications, and preferences contained in this RFP.

The Bid to be submitted consists of 32 pages and includes the following:

1. Notice to Bidders
2. General Conditions & Specifications
3. Bidder Questionnaire
4. Bid for Village Website Redesign/Development
5. Bid for Village IT Services
6. Bidder’s Certificate of Compliance with the Iran Divestment Act
7. Statement of Non-Collusion
8. Certificates of Insurance
9. Agreement and Appendix “A” (Village Contract Clauses)

All entities or individuals interested in responding to this Request for Proposals should complete and submit a notarized original of the attached Proposal setting forth the required information and delivering the documents to the **Village of Chestnut Ridge, 277 Old Nyack Turnpike, Chestnut Ridge, New York; Attention Florence Mandel, Village Clerk on or before November 1, 2024, at 12:00p.m. (Noon)**. The Village Board will evaluate the Proposals and will make a determination based upon the experience and qualifications of the respondents and approach to services.

All submissions must be by certified mail, return receipt requested to the address and attention of the individual set forth above. Any and all responses to this Request for Proposals after the date above may be rejected. Failure to meet any requirement set forth herein or subsequently determined or to provide the complete information required may disqualify the respondent from consideration. The Village, solely in its discretion, reserves the right to determine who are qualified persons or entities to complete the services needed. The Village may request additional information about any respondent’s qualifications.

At the time of the opening of Bids, each Contractor will be presumed to have conducted its due diligence on the Village of Chestnut Ridge and to have read and 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 Bid.

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

**By Order of the Village Clerk  
of the Village of Chestnut Ridge**

**NOTICE TO BIDDERS**

**NOTICE** is hereby given that Bids will be received by the Village Clerk, for the Village of Chestnut Ridge, State of New York on or before **November 1, 2024 at 12:00 PM**, prevailing time, at Village Hall at, 177 Old Nyack Turnpike, Chestnut Ridge, New York at which time and place Bids will be opened and read in public for:

**Village Website Redesign/Development and Village IT Services (2024)**

Authorized Proposers (hereinafter “Bidders”) may request the Bid information from the Village Clerk’s Office at the above address beginning on **September 23, 2024**, during regular business hours 9:00 A.M. to 4:00 P.M., excluding holidays and weekends.

All Bids must be presented on forms supplied by the Village in this Bid Package. Any Bids 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 Bid must be explained or noted and initialed by the Contractor. All Bidders may submit a Bid for Village Website Redesign **or** Village IT Services **or** both. Where there is a discrepancy between amounts in written words and printed numbers, the written word will control. **Bids must be received by the Village Clerk’s Office no later than 12:00 p.m. on November 1, 2024**. Late bids are subject to rejection.

In the event of multiple Bids, the Village Board reserves the right to make the award to the Bidder 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 Bids, provided the best interest of the Village is served thereby.

Bids shall be plainly marked on the outside of the sealed envelope as follows: **Village of Chestnut Ridge Website Redesign/Development and IT Services (2024)**. The Village assumes no responsibility for Bids returned by mail. **E-mail bid submissions are not acceptable and will not be reviewed or considered.**

Dated: September 19, 2024

BY ORDER OF THE VILLAGE BOARD  
OF THE VILLAGE OF CHESTNUT  
RIDGE  
FLORENCE MANDEL, VILLAGE CLERK

## GENERAL CONDITIONS & SPECIFICATIONS

### I. INTRODUCTION

#### A. General Information

The Village of Chestnut Ridge, New York, is requesting Bids from Authorized Bidders to redesign, produce and implement an updated Village website which will be available to the public for purposes of informing the public of Village information, activities and events as well as instructions and important documents for Village residents.

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 Village.

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

Nine (9) copies of a Bid must be received Village of Chestnut Ridge, 277 Old Nyack Turnpike, Chestnut Ridge, New York; Attention: Village Clerk by **November 1, 2024 at NOON, 12:00p.m.** The Village reserves the right to reject any or all Bids submitted. Bids submitted will initially be reviewed for completeness by Village legal counsel and the Village Board.

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

Submission of a Bid indicates acceptance by the Bidder of the conditions contained in this Request for Bids, unless clearly and specifically noted in the Bid submitted and confirmed in the contract between the Village of Chestnut Ridge and the Bidder selected.

**The Work is expected to be completed no later than January 31, 2025.**

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

The Village of Chestnut Ridge is an Equal Opportunity Employer.

#### B. Term of Engagement

##### 1. Agreement

The Agreement shall be until the services contemplated herein are completed in full 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 Contractor for the services satisfactorily performed prior to termination. Such amount shall be fixed by the Village after consultation with the Contractor and shall be subject to audit by the Village Board and the Village Finance Department. 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 Contractor 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 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 Village and the Contractor.

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

At the time of the opening of Bids, each Contractor will be presumed to have conducted its due diligence on the Village of Chestnut Ridge Village Hall 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 Bid.

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

### **A. General**

The Village of Chestnut Ridge is soliciting the services of a qualified company or individual for website design, development, implementation and ongoing website maintenance for a Village of Chestnut Ridge website.

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

The Village requires a complete website redesign, including review of the current URL, optimization of layout, the sitemap, and SEO performance. The website will integrate information for Village residents, including, but not limited to, the Village calendar, notices, agendas, and important documents. The Contractor shall develop the website with Village approval and implement the website for public interaction. The Contractor will perform ongoing website security monitoring, website maintenance and necessary updates for potential improvements.

The Village also requires Managed IT Service for approximately 15 users, including, but not limited to, managed IT services for Microsoft 365, a cloud-hosted phone system, remote monitoring & management, remote helpdesk, cyber security awareness training, remote infrastructure maintenance, backup, updates, hosted application management, firewall management, website hosting, hosted phone system, email signature management, managed cybersecurity services including endpoint managed detection and response, ongoing training, web filtering, password management, 24/7 SOC Monitoring of Computer security and Microsoft 365 accounts, Microsoft 365 subscription services, cloud application host, and upgraded/updated computer equipment including 10 computer desktops, 2 laptops, and network equipment.

### **C. Qualifying Requirements**

#### ***Qualified Contractor:***

The Contractor shall have previously demonstrated experience in managed IT services and website design, development and maintenance 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. Contractor shall also maintain such experience at the appropriate level of responsibility, along with any necessary 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 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 applicable prevailing wage rate.

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

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

The Contractor must adhere to local ordinances, and all Building and Fire Codes applicable to the Village of Chestnut Ridge.

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

The required work shall take place at the Village Boardroom between the hours of 9:00 AM to 4:00 PM, Monday through Friday.

### **Information Security Breach and Notification Act**

The Bidder shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa and State Technology Law, Section 208). The Bidder shall be liable for the costs associated with such breach if caused by its

negligent or willful acts or omissions, or the negligent or willful acts or omissions of its agents, officers, employees or subcontractors.

***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 Bids.

***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 Village of Chestnut Ridge and may result in ineligibility for further Village of Chestnut Ridge contracts. The Bidder shall at all times in the Bid and contract process comply with all applicable Village of Chestnut Ridge, 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 invoice 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 Contractor relating to any services rendered for the Village.

**E. Implied Requirements**

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

**III. BIDDER CHECKLIST**

The following material is required to be received by **November 1, 2024 at 12:00p.m.** for a proposing Contractor's proposal to be considered:

**1. Invitation to Bidders** - Showing the Bid subject; the Bidder's name; the name, address and telephone number of a contact person; and the date of the Bid.

**2. Transmittal Letter** - A signed letter of transmittal briefly stating the Bidder'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 Bid is a firm and irrevocable offer for the period covered.

**3. Statement of Independence** - The Bidder should provide an affirmative statement that it is independent of the Village of Chestnut Ridge. The Bidder should also list and describe the Bidder's professional relationships involving the Village of Chestnut Ridge 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 Bidder shall give the Village written notice of any professional relationships entered into during the period of this agreement.

**4. Bid** –The Bidder shall indicate its proposed Bid and amount on the required form(s) below. The Bidder 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**

Inquiries concerning the Bid Package must be made to:

Village of Chestnut Ridge  
277 Old Nyack Turnpike  
Chestnut Ridge, NY 10977  
Attn: Village Clerk  
Phone: (845) 425-2805  
[FMandel@chestnutridgevillage.org](mailto:FMandel@chestnutridgevillage.org)

#### **IV. EVALUATION PROCEDURES**

##### **A. Selection Personnel**

In considering selection of a bid award, Bids 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 Bids:

##### **1. Mandatory Elements**

- a. The Bidder is independent and licensed in New York.
- b. The Bidder's proposed Bid(s) for Managed IT Services and/or Website Redesign/development.



- c. The Bidder has no conflict of interest with regard to any other work performed by the Bidder for the Village of Chestnut Ridge.
- d. The Bidder adheres to the instructions in this Request for Bids on preparing and submitting the Bid.
- e. The Bidder, in addition to entering a final contract, acknowledges that the Standard Village of Chestnut Ridge Contract Clauses set forth in Appendix A will be a part of any final contract.
- f. The Bidder submitted an acceptable response to the RFQ, previously issued by the Village.

2. **Expertise and Experience**

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

**C. Final Selection**

The Village will award the work described to one Authorized Bidder for both bids or one Authorized Bidder for each bid, based upon its review and analysis of the bids received. Following notification of the Bidder 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 Bids**

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

**BIDDER QUESTIONNAIRE**

**BID SUBMITTED BY:**

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

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

Address \_\_\_\_\_

Communications concerning this Bid shall be addressed to:

The mailing address of Bidder \_\_\_\_\_

\_\_\_\_\_

Date Bid submitted \_\_\_\_\_

**If Bidder 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 Bidder 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.

**BID (FOR WEBSITE REDESIGN AND DEVELOPMENT)**

**PLEASE SUPPLEMENT THIS BID SHEET WITH YOUR SPECIFICATIONS**

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

**NUMERICAL PROPOSAL:** \$ \_\_\_\_\_

**IN WORDS:** \$ \_\_\_\_\_

Regular Business Days & Hours: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Authorized Signature of Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

**BID (FOR MANAGED IT SERVICES)**

**PLEASE SUPPLEMENT THIS BID SHEET WITH YOUR SPECIFICATIONS**

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

**NUMERICAL PROPOSAL:** \$ \_\_\_\_\_

**IN WORDS:** \$ \_\_\_\_\_

Regular Business Days & Hours: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Authorized Signature of Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

**BIDDER'S CERTIFICATE OF COMPLIANCE WITH  
IRAN DIVESTMENT ACT**

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

*[Please Check One]*

- By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each Bidder 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 Bidder 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 \_\_\_\_\_, 2024

\_\_\_\_\_  
SIGNATURE

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

\_\_\_\_\_  
TITLE

Sworn to before me this \_\_\_\_  
day of \_\_\_\_\_, 2024

\_\_\_\_\_  
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 Bid(s) to political subdivisions of the State”

Every Bid or Bid (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 Bidder: \_\_\_\_\_

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

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

\_\_\_\_\_  
Title

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



**AGREEMENT**

THIS AGREEMENT made as of the \_\_\_ day of \_\_\_\_\_, 2024, between the Village of Chestnut Ridge, a municipal corporation of the State of New York with offices located at 277 Old Nyack Turnpike, Village of Chestnut Ridge, 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 “Contractor”).

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

1. Notice to Bidders
2. General Conditions & Specifications
3. Bidder Qualifications & Questionnaire
4. Bid for Managed IT Services
5. Bid for Website Redesign and development
6. Bidder’s Certificate of Compliance with the Iran Divestment Act
7. Statement of Non-Collusion
8. Certificates of Insurance
9. Agreement

**WITNESSETH:**

**WHEREAS**, the Village desires certain audio-visual equipment services for Village Hall;  
and

**WHEREAS**, the Village solicited bids on September 23, 2024; and

**WHEREAS**, the Contractor submitted a timely bid proposal to the Village; and

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

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

ARTICLE I.     Term.

A.     Commencing on the date of full execution and continuing through until the services contemplated herein are completed in full and to the full satisfaction of the Village, the Contractor shall continue to install audio-visual technological solutions, which will be used to conduct hybrid virtual and in-person Village meetings, presentations, and projects for the Village of Chestnut Ridge Village Hall.

ARTICLE II. Work Included.

A. The Contractor hereby agrees to perform all work set forth in the General Conditions and Specifications, which is provided in the Bid Package and incorporated in full herein.

ARTICLE III. No Collusion or Fraud.

A. The Contractor hereby agrees that the only person or persons interested as principal or principals in the Bid or Proposal submitted by the Contractor 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 Contractor'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 Contractor at its address, and the Contractor 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 Contractor 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 Contractor 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 Contractor or by any subcontractor 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 Contractor's name, the following named insured parties: The Village of Chestnut Ridge

B. Before commencing the work pursuant to this Agreement, the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall and will properly guard. The Contractor 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 Contractor 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 Bid process made and the Contractor agrees to defend the Bid 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 Contractor asserts the Village was a breach of the Contractor, waive any claim against each other, but may under emergency powers continue their relationship until the work is re-Bid 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 Contractor 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 Bid Package, including any document submitted by the Contractor as part of its Bid.

C. In addition to the foregoing, the Contractor 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 Contractor, within thirty (30) days of the submission of an invoice by Contractor, for the performance in full under this Agreement subject to additions and deductions as provided in the project in Bid Package.

Contractor indicates it is familiar with the entire Bid 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 Chestnut Ridge caused its seal to be affixed hereunto, and these presents to be signed by its Supervisor, and to be attested by its Village Clerk, both duly authorized so to do; and the Contractor 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 CHESTNUT RIDGE**

**CONTRACTOR  
(BID AWARD WINNER)**

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

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

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

ATTEST:

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

*Village Seal*

**APPENDIX A**

**STANDARD VILLAGE CONTRACT CLAUSES**

## TABLE OF CONTENTS

	<u>Page</u>
1. Executory Clause	ii
2. Non-Assignment Clause	ii
3. Municipal Approval	ii
4. Workers' Compensation Benefits	ii
5. Non-Discrimination Requirements	
ii	
6. Wage and Hours Provisions	
iii	
7. Statement of Non-Collusion	iii
8. International Boycott Prohibition	iii
9. Set-Off Rights	iv
10. Records	iv
11. Equal Employment Opportunities For Minorities and Women	iv
12. Conflicting Terms	v
13. Governing Law	v
14. No Arbitration	v
15. Service of Process	v
16. Prohibition on Purchase of Tropical Hardwoods	vi
17. MacBride Fair Employment Principles	vi
18. Omnibus Procurement Act of 1992	vi
19. Reciprocity and Sanctions Provisions	vii
20. Compliance with New York State Information Security Breach and Notification Act	
vii	
21. Certifications made under Penalties of Perjury	viii
22. Iran Divestment Act	viii
23. Compliance with NYS Sexual Harassment Law	viii



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 Bids and Bidders 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-COLLISION.**

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 Bid 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>

The Omnibus Procurement Act of 1992 requires that by signing this Bid Bid 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.