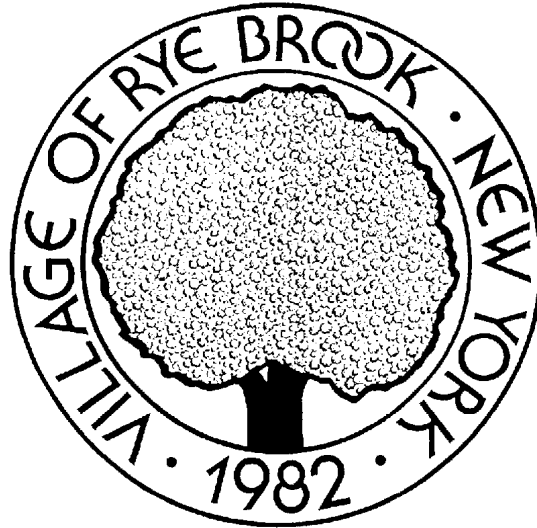


VILLAGE OF RYE BROOK

**DEPARTMENT of PUBLIC WORKS
And ENGINEERING**



**CONTRACT #2026-15
BID
AIR MONITORING / SAMPLING SERVICES**

CHRISTOPHER BRADBURY
VILLAGE ADMINISTRATOR/CLERK

MICHAL J. NOWAK
SUPERINTENDENT OF PUBLIC WORKS
AND ENGINEERING

Village of Rye Brook

CONTRACT #26-15
AIR MONITORING / SAMPLING SERVICES

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WAGE RATES 299



VILLAGE OF RYE BROOK

938 King Street, Rye Brook, N.Y. 10573
(914) 939-0753 Fax (914) 939-5801
www.ryebrook.org

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Susan R. Epstein
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ADMINISTRATOR
Christopher J. Bradbury

**SUPERINTENDENT
OF PUBLIC WORKS**
Michal J. Nowak

NOTICE OF BID

NOTICE IS HEREBY GIVEN that sealed PAPER bids will be received by the Village Administrator of the Village of Rye Brook until 10:00 a.m. on Thursday, June 25, 2026, at the Office of the Village Administrator, 938 King Street, Rye Brook, NY, 10573, at which time and place said sealed bids will be publicly opened and read aloud for the bid of:

Contract 2026-15

AIR MONITORING / SAMPLING SERVICES

Specifications and Bid Proposal Forms will be available on Thursday, June 18, 2026, at the Office of the Village Administrator. A bid bond, certified check or bank check in the amount of 5% of the TOTAL BASE BID must accompany the bid proposal. All bids must be submitted in sealed envelopes marked.

Additionally available on Bid Net (<https://www.bidnetdirect.com/>). Envelopes must be marked as **BID 26-15**.

The Village of Rye Brook reserves the right to accept or reject any and all bids and to waive any informalities at its discretion, and to award contracts in a manner deemed to be in the best interests of the Village even if such award is to other than the lowest bidder.

For questions, contact Michal Nowak, Superintendent of Public Works 914 305 2965.

Christopher J. Bradbury
Village Administrator
Date of Publication: June 18, 2026

INFORMATION FOR BIDDERS

1. DOCUMENTS

Complete sets of Bidding Documents will be issued for bidding purposes as stated in the "Notice to Bidders." A complete set of documents consists of the following:

- a. A bound copy of the bid pages and contract requirements;
- b. Addenda (if any);

2. BIDS

Each bid must include Bidder's name and address, be signed with the name typed or printed below the signature, and Corporate Seal (if applicable) affixed under the Bidder's name. Bids telephoned or faxed in will not be accepted. Bids will be opened and publicly read aloud at the time and place as set forth in the Notice to Bidders. It is the sole responsibility of the Bidder to see that the Bid is received in proper time. Any Bid received after the scheduled closing time shall be returned to the Bidder unopened.

3. BIDDERS QUALIFICATIONS

Each bidder shall have a minimum of 5 experience in the field / scope of work being specified herein. The Village of Rye Brook may make such investigations as it deems necessary to determine the qualifications of the Bidder to perform the work. The Bidder shall furnish information and data for this purpose as may be required. Each bidder shall be thoroughly familiar with the specifications before submitting the bid proposal in order that no misunderstanding shall exist in regard to the type and class of equipment to be supplied under this contract. The Village reserves the right to reject any bid if the evidence submitted by a Bidder, or the investigation of such Bidder, fails to satisfy the Village that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein within the time frame designated. Fraudulent statements shall cause rejection of Bid(s) and forfeiture of the related bid security.

4. EQUIPMENT TO BE FURNISHED

This bid is for the furnishing and delivering of labor and supplies to perform services as listed in specification. Contractor is responsible to make sure that any systems are complete, and all means and methods are provided for a complete and operating installation.

5. DEVIATION TO SPECIFICATIONS

The contractor shall provide as part of his proposal any deviations to the specifications that he or she may be taking as so indicated on the Bid form.

6. CONDITIONS OF WORK

Each Bidder must inform himself fully of all conditions under which the work will be performed. Failure to do so will not relieve a successful Bidder of his obligation to furnish all labor and equipment necessary to carry out the provisions of the Contract and to complete the work for the consideration set forth in his bid. The Bid shall include the complete costs of furnishing all labor and equipment necessary to deliver a complete product in accordance with the Contract and all other expenses incidental thereto.

7. ADDENDA AND INTERPRETATION

Every request for information or interpretation of Bidding Documents must be addressed in writing to:

Michal J. Nowak.
 Village of Rye Brook
 938 King Street, Rye Brook, New York, 10573
 Copy by Email request to mnowak@ryebrookny.gov

To be given any consideration, such requests must be received at least five (5) days prior to the bid-opening deadline. Any and all such interpretations, and any supplemental instructions, will be in the form of written Addenda and will be mailed to all prospective Bidders. The failure of any Bidder to receive any such Addenda will not relieve the Bidder of any obligation under his Bid as submitted. Any Addenda so issued shall become part of the Bidding Documents. Reception of Addenda shall be noted on the "Bid Form."

8. BID SECURITY

Each Bidder is required to deposit at the time he submits his bid a Bid Bond or certified check in an amount representing five percent (5%) of his bid, payable to The Village of Rye Brook, NY, which amount the Bidder agrees is to be forfeited as liquidated damages and not as a penalty if he is awarded the contract and he shall thereafter fail to execute a Contract with the Village under the conditions of this Bid.

Bid security will be returned to all except the three lowest formal Bidders within one (1) week after the formal opening of bids, and the remaining bid security will be returned to the other bidders after the Village and the accepted Bidder have executed a Contract. In the event that no contract has been so executed within forty five (45) calendar days after the bid opening date, upon the demand of the Bidder, so long as he has not been notified of the acceptance of his bid, will be returned his bid security. The bid security of the successful Bidder will be retained until the signing of the Agreement and the filing and approval of the bonds and insurance certificates.

9. AWARD

The Contract will be awarded to the lowest responsible bidder (unless otherwise noted) pursuant to the provisions of the New York State General Municipal Law. The Village of Rye Brook reserves the right to determine responsibility based on an evaluation of the Contractor's qualifications, experience, organization, finances, past performance, and other applicable factors. The Village further reserves the right to reject any or all bids and re-advertise for solicitations of this bid.

10. GRAND JURY TESTIMONY

Bidders attention is directed to the following clause, Chapter 605 of the New York State Laws of 1959:

"A person who refuses, when called before a grand jury to testify concerning this contract or any transaction in connection therewith, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning this contract or transaction, shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or any public department, agency or official thereof for goods, work, or services, for a period of 5 years after such refusal; and any and all contracts made with any municipal corporation or any public department, agency or official thereof after July 1st, 1959, may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination; but any money owing to the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid."

11. DISQUALIFICATION OF BIDDERS

Bids will not be accepted from firms which have pleaded guilty to or, otherwise, been convicted of bid-rigging or related criminal charges. Nor will bids be accepted from firms which include a principal or an officer who has pleaded guilty to or, otherwise, been convicted of bid-rigging or related criminal charges. Such bidders are disqualified from bidding on this project.

12. WITHDRAWAL OF BID

Any Bidder may withdraw his Proposal, either personally or by written request, at any time prior to the scheduled closing time for receipt of Proposals.

13. INTEREST IN OTHER PROPOSALS

No person, firm or corporation shall be allowed to make, file or be interested in more than one Proposal for the same Contact as the prime bidder. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders.

14. NON-COLLUSION

NON-COLLUSION IN BIDDING: Each bidder shall submit a statement of non-collusion in bidding the work proposed herein. Failure to submit a non-collusive bidding certificate will constitute grounds for the rejection of said bid. Such statement to be completed is included at the end of the Bid Proposal.

15. REQUIRED SUBMISSIONS

Prior to award, the successful bidder will be required to meet the following requirements:

- a. The successful bidder, if his business is not registered in New York State, must provide the Village with a certificate issued by the New York State Secretary of State, stating that the Corporation is authorized to do business within the State and is presently in good standing. If the entity to whom the bid is awarded is not a corporation, it is required that the entity's certificate of doing business be provided (which should be on file in the County Clerk's Office). This also holds true in the case of joint ventures, which would be required to disclose the underlying entities of the joint venture and to supply the requisite certificates of doing business for each such entity.
- b. A statement by the successful bidder that no officer, director or stockholder (if less than 10 stockholders) of the successful bidder is an officer or employee of the Village, or a relative of an officer or employee of the Village. If such an officer, director or stockholder exists, full disclosure to the Village of their name(s) and relationship(s) is required.

16. SALES TAX EXEMPTION

The contractor's attention is directed to the changes made in Section 11 15 of the Tax Law of the State of New York by Chapter 513 and 514 of the Laws of 1974. In connection with capital improvement contracts entered into on or after September 1, 1974, all tangible personal property which will become an integral component of a structure, building or real property of New York State or any of its political subdivisions, including the Village of Rye Brook, is exempt from State and local retail sales tax and compensating use tax. In formulating their proposals, all bidders shall exclude any dollar amounts for the payment of State and local retail sales tax and compensating use tax. The successful bidder shall be obligated to file the required Contractor Exempt Purchase Certificates.

17. LABOR AND WAGES

A governing provision in the contract will be the rate of wages of all labor applicable to the kind of work, as determined by the New York State Industrial Commissioner pursuant to the Labor Law which states that a schedule of wages so determined by the New York State Industrial Commissioner and the Fiscal Officer be incorporated in the contract by the Village. The Labor Department Schedule of Hourly Minimum rates of wages when omitted from these specifications are still included even if not received at the time of printing of these specifications. Copies of the labor rates shall be forwarded to the bidders as and when received. Such omission does not vary or affect the obligation of the contractor to comply with the law or his compensation thereof. The contractor and each and every subcontractor performing work on the site of the project to which this contract relates shall comply with the applicable provisions of the Labor Law, as amended, of the State of New York, and particularly Article 8 thereof. All provisions of Section 220 of the Labor Law shall be deemed a part of this contract.

18. Termination of Contract Without Cause

The Village may, in its discretion, terminate this Contract without cause and without liability whenever the Village deems such termination to be in its best interest by giving the Contractor at least thirty (30) days notice in writing of its intention to do so. The Village shall incur no liability on account of such termination, but the Contractor shall be entitled to payment for services rendered hereunder up to the date of termination.

Upon material breach of this Contract by the Contractor, the Village may terminate this Contract for cause following ten (10) days prior written notice to the Contractor that a material breach has occurred if such breach is not cured by the Contractor within such ten (10) day period. Upon such termination, the Village may pursue such rights and remedies as the law may confer against the Contractor for such material breach. The determination of the Village of materiality shall be conclusive unless arbitrary or capricious.

19. Subcontracting of Work

It is expressly understood that no subcontractor, nor other firms equipment and or manpower, may be used by the successful bidder in the performance of any obligations of the contract resulting from this bid. Persons performing work SHALL be employees of said company.

(End of Section)

BID PROPOSAL

CONTRACT NO. 26-15

AIR MONITORING / SAMPLING SERVICES

Village of Rye Brook

Bid Submitted by: _____

Name: _____

Address: _____

City/State/Zip Code: _____

Phone: _____

Fax: _____

Email: _____

(Please print or type clearly)

To: The Village of Rye Brook
 938 King Street
 Rye Brook, New York 10573

Dear Municipality:

1. I/We hereby declare that I/We have carefully examined the Notice to Bidders and the Bid and Contract Documents for the above entitled matter and fully understand same.
2. I/We do hereby offer and agree to furnish all labor and equipment, to fully and faithfully supply and execute all work in the above titled matter in accordance with the related contract requirements. I/We will furnish all labor, tools, implements, transportation, equipment and materials necessary and proper for the purpose(s) and for the price(s) set forth on the bid forms.
3. I/We do hereby declare that I/We shall comply with all local, state, and federal laws, rules and regulations applicable and with the New York State Labor Law.
4. I/We do hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract thereof, including all claims that may arise through damages or any other cause whatsoever.
5. I/We do hereby agree that I/We will execute a contract therefor, containing all terms, conditions, provisions and covenants necessary to complete the work according to the bid documents therefor within ten (10) business days after the contract is awarded by the Village. If I/We fail to execute said contract within said period of time, the Village of Rye Brook shall have the power to rescind the award and, in such event, shall retain the proceeds of the certified check, or require the payment of the sum of the Bid Bond.
6. I/We hereby agree that this proposal is a firm Bid and shall remain in effect for a period of at least forty five (45)

calendar days from the Bid-opening deadline and that within said period of forty five (45) days the Village of Rye Brook will accept or reject this Bid, or this period may be extended upon mutual agreement.

7. I/We declare that if this is a Corporate Bid that I/We have been duly authorized to act as the Signatory on this Bid on behalf of this Corporation.
8. I/We affirm, under penalty of perjury, that all statements in this Bid are true and correct.
9. I/We hereby agree that I/We accept the unit prices on the following pages for the equipment to be supplied and delivered under this contract.
10. I/We propose to furnish, supply and deliver all necessary materials, labor and appurtenances complete in accordance with the Scope of Work and Specifications.

BID FORM – QUANTITIES AND PRICING

QUANTITIES IN BID TABULATION IS ESTIMATED

Description	Cost	Qty	Unit		Final Cost
Task 1 – Project Monitoring Cost					
Air Sampling Technician/Project Monitor		50	per shift (1 shift is an 8 hr day)		
Asbestos Project Manager		15	Hourly Rate		
NIOSH 7400 PCM Air Sample Analysis (24 hr Turn around time)		600	per sample		
Closeout Report		8	1 per Building		
	Total Estimated Cost				

Total (in words) _____

BID FORM

To: Village of Rye Brook Board of Trustees
938 King Street
Rye Brook, New York 10573

Dear Trustees:

The undersigned, as bidder, declares that the only persons interested in this proposal, or the contract proposed to be made, as principals, are as stated, that he has carefully examined the information for bidders and the specifications pertaining thereto, and he proposes and agrees, if this proposal is accepted, that he will enter into a contract with the Village of Rye Brook to furnish, deliver and demonstrate free of Federal, State Taxes and Local the equipment called for in the specifications in the manner and within the time prescribed for the following price:

{insert bid forms}

Bid prices must be guaranteed on delivery.

Dated: _____, 20__

(Name of company)

(Address)

(Phone/Fax)

By: _____

(Title)

ADDENDUM ACKNOWLEDGEMENT

The estimated quantities are not guaranteed, and are only for bid comparison purposes and final payment will be made for actual quantities regardless of any estimated quantities contained herein. The Village reserves the right to modify quantities as required.

ADDENDA: The Undersigned hereby acknowledges the receipt of the following Addenda:

Addendum No.

Date

VILLAGE’S RIGHTS RESERVED: The Undersigned understands that the Village reserves the right to reject any or all bids or to waive any formality or technicality in any Proposal it deems to be in the best interests of the Village.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

DATE: _____

Legal Name of Bidder

By:

(Name of Party Authorized to Sign)

ADDRESS: _____

Corporate Seal (if corporation)

CONTRACTOR’S ACKNOWLEDGMENT

(If Corporation)

STATE OF NEW YORK) SS:
COUNTY OF WESTCHESTER)

On this ___ day of _____, 20___, before me personally came _____, to me known and known to me to be the _____ of _____, the corporation described in and which executed the within instrument, who being by me duly sworn, did depose and say that he resides at _____ and that he is _____ of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Notary Public

CONTRACTOR’S ACKNOWLEDGMENT

(If Individual)

On this ___ day of _____, 20___, before me personally came _____, to me known and known to me to be the same person described in and who executed the within instrument and he duly acknowledged to me that he executed the same for the purpose herein mentioned and, if operating under any trade name, that the certificate required by the New York State Penal Law, Sections 440 and 440-b has been filed with the County Clerk of Westchester County.

Notary Public

CONTRACTOR’S ACKNOWLEDGMENT

(If Partnership)

On this ___ day of _____, 20___, before me personally came _____, to me known, and known to me to be a member of the firm of _____ and the person described in and who executed the within instrument in behalf of said firm, and he acknowledged to me that he executed the same in behalf of, and as the act of said firm for the purposes herein mentioned and that the certificate required by the New York State Penal Law, Sections 440 and 440-b has been filed with the County Clerk of Westchester County.

Notary Public

CERTIFICATE OF AUTHORITY

I, _____ certify that (*officer other than officer executing proposal documents*) I am the

_____ of _____

(*title*)

(*name of contractor*)

a corporation duly organized and in good standing under the law under which organized, e.g. the New York Business Corp. Law) and named in the foregoing agreement; that _____ (person executing bid proposal) who signed said agreement on behalf of the Contractor was, at the time of its execution _____ of the Contractor; that said agreement was duly signed for and in behalf of said Contractor by authority of its Board of Directors, thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

Date: _____

(*Signature*)

(Corporate seal)

STATE OF NEW YORK) SS:
COUNTY OF WESTCHESTER)

On this ___ day of _____, 20____, before me personally came _____, to me known and known to me to be the _____ of _____, the corporation described in and which executed the within instrument, who being by me duly sworn, did depose and say that he resides at _____ and that he is _____ of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Notary Public

SCOPE OF WORK & SPECIFICATIONS

The US Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS) Emergency Watershed Protection Program (EWP) has identified properties that will be demolished in the Village of Rye Brook located in Rye Brook, Westchester County New York. Herein the eligible properties will be referred to as the “site”. The Sites occupy eight (8) separate parcels of residential land on Wyman Street, Brook Lane, and Rock Ridge Drive. Each parcel of land consists of one (1) two-story single-family home. Village of Rye Brook herein referred to as the “Village” is the owner of the properties and is proposing to demolish the existing structures and return the property to its natural state. The following list summarizes the properties and the ACM identified within the buildings:

- **1 Wyman Street**
 - Window Caulking – 37 Linear Feet
- **4 Wyman Street**
 - 12” Floor Tile & Mastic – 440 square feet
 - TSI Pipe insulation – 20 linear feet
 - Window Caulking – 240 linear feet
- **6 Wyman Street**
 - Roofing – 484 square feet
 - Roofing Flashing – 116 square feet
- **8 Brook Lane**
 - Joint Compound – 9,624 square feet
 - TSI Pipe Insulation – 200 Linear feet
 - Window Caulking – 254 Linear feet
 - Transite siding – 1,680 square feet
- **12 Brook Lane**
 - Joint Compound – 6,376 square feet
 - Ice Shield – 1,405 square feet
- **22 Brook Lane**
 - 9” Floor tile & mastic – 360 square feet
- **50 Rock Ridge Drive**
 - Sink Undercoating – 4 square feet
 - 9x9 Floor Tile & Mastic – 456 square feet

- Chimney Cement – 4 square feet
- TSI Pipe Insulation – 10 Linear feet
- Window Glazing/Putty – 392 linear feet
- Window Caulking – 258 Linear feet
- Roof Flashing – 200 square feet
- Waterproofing tar – 90 square feet
- **66 Rock Ridge Drive**
 - Joint Compound – 9,500 square feet
 - Window Caulking – 156 linear feet
 - Chimney Flashing – 8 square feet

Proposals should include the following scope of work for Asbestos/Hazardous Material Abatement – Air Monitoring and Air Sample Services:

1. Review all available record information related to existing Asbestos/Hazardous Material Survey reports and design documents for the above referenced projects. See attached documents.
 2. Provide Air Monitoring and Air Sampling for the scheduled abatement construction work. Price shall include all monitors, test kits, setups and ancillary services.
 3. Provide NYS DOL Project/Air Monitor to take air samples starting before the construction for PCM analysis during asbestos/hazardous material abatement phase and final clearance sampling.
 4. Provide oversight of abatement activities and ensure adherence with applicable State & Federal regulations.
 5. Project/air monitor will conduct air monitoring during the course of the work and perform a visual inspection after the work has been completed to ensure no visible dust/debris remains within or on the exterior of the buildings and/or in adjacent areas.
 6. Monitoring of abatement on the exterior portions of the buildings (i.e., roofing, caulk, etc.) is not required. However, visual inspection is required at the end of the removal for all exterior work.
 7. Prepare a closeout report following receipt of final clearance results (per structure)
- **The anticipated abatement phase is (50) fifty working shifts (June-October 2026). One working shift is to be considered an 8 hour work day.**

Bidders Qualifications

1. Firm submitting bid must have a minimum of 5 years experience as a licensed company performing Asbestos Air testing and or Air Sampling.

2. Workers must have completed a NYS-accredited training course and possess an Asbestos Project Monitor or Air Sampling Technician card.
3. Any company or business entity providing asbestos monitoring or air sampling services must hold a valid NYSDOL Asbestos Handling License, Asbestos Air Testing License or equivalent.
4. Air sample analysis must be conducted by a laboratory certified by the **New York State Department of Health (NYSDOH)** through the **Environmental Laboratory Approval Program (ELAP)**.
5. All work shall be performed in conformance to New York State Code 12NYCRR Part 56
6. Analysis of the air samples obtained are to be performed expeditiously in accordance with NIOSH Method 7400, (latest version) and New York State Department of Health (NYSDOH) Method Code 4589 and 4587 (latest Version) utilizing NIOSH "A" Rules.
7. Insurance Requirements per this bid document.

(End of Section)

Non-Collusive Bidding Certification

Made pursuant to Section 103-d of the New York State General Municipal Law as amended by the Laws of 1966, as follows:

- 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 thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief;
 - 1. The prices in this bid have been arrived at independently and 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 the 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 this political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

Dated: _____, 20__

(Legal Name of Person, Firm or Corporation)

(Seal of Corporation)

Name: _____

Address: _____

City/State/Zip Code: _____

Phone: _____ Fax: _____

(Please print or type clearly)

By: _____

(Signature)

(Title)

STATEMENT OF QUALIFICATIONS

The following persons are employed by the firm and will be superintendent of the work:

Name	Certifications
_____	_____
_____	_____
_____	_____

The following is a list of places where we have performed work* of similar character and magnitude, together with references:

Location	Description of Work	Approximate Cost	Name and Phone of Municipality

The full names and places of residences of all persons and parties interested as principals in the foregoing proposal area as follows:

Insurance

1. The Contractor, prior to signing of the contract, shall provide to the **Village of Rye Brook** and maintain throughout the life of the contract, at his own cost and expense, proof of the following insurance by insurance companies licensed in the State of New York.
 - a. Workmen's Compensation. The Contractor shall take out and maintain during the life of this contract the statutory Workmen's Compensation, Disability, and Employer's Liability insurance for all of his employees to be engaged in work on the project under this Contract, and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation, Disability, and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
 - b. Public Liability Insurance with a single limit of liability per occurrence for bodily injury and property damage of \$2,000,000. The Certificate of Insurance shall indicate the following coverage:
 - (1) Premises - Operations;
 - (2) Contractual as respect to this contract including the indemnification set forth in the *Indemnity Clause* below.
 - (3) Any deductibles shall not be the liability of the **Village of Rye Brook, New York**.
 - c. Automobile Liability Insurance with the single limit of liability per occurrence for bodily injury and per occurrence for property damage at \$2,000,000. This insurance shall include coverage for:
 - (1) Owned automobiles;
 - (2) Hired automobiles;
 - (3) Non-owned automobiles.
 - d. Owners and Contractors Protective Liability Policy - \$2,000,000 single limit endorsed that the **Village of Rye Brook** is not responsible for the premium.
 - e. Property Damage - Property Damage Insurance shall include the legal liability of its Contractor for loss or damage to property of the **Village of Rye Brook**.
 - f. Unemployment Insurance - The Contractor for the agreed consideration, promises and agrees to pay the contributions measured by the wages of his employees required by State Unemployment Insurance Law and all amendments thereto, and to accept the account of any contribution measured by the wages as aforesaid of employees of the Contractor and his subcontractors assessed against the Owner under the authority of said law.
2. All policies and certificates of the Contractor shall contain clauses as follows:
 - a. The insurance companies issuing the policy or policies shall have no recourse against the **Village of Rye Brook, New York** for payment of any premium or for assessments under any form of policy.
 - b. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.
 - c. In case of cancellation or material change in any of the policies, thirty (30) days notice shall be given to the **Village of Rye Brook, New York**, by registered mail, return receipt requested.
3. All property losses shall be made payable to and adjusted with the **Village of Rye Brook**.
4. All policies of insurance shall be acceptable to and approved by the Department of Law prior to the inception of any work.
5. Other coverage's may be required by the **Village of Rye Brook** based on specific need.

6. If, at any time, any of the said policies shall be or become unsatisfactory to the **Village of Rye Brook**, as to form or substance, or if a company issuing such a policy shall be or become unsatisfactory to the **Village of Rye Brook** the Contractor shall promptly obtain a new policy, submit same to the **Village of Rye Brook**, for approval and submit a certificate thereof as hereinafter provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provide, this Contract, at the election of the **Village of Rye Brook**, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or to maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor for any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor.
7. In the event that claims in excess of these amounts are filed by reason of any operations under the contract, the amounts of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish additional security covering such claims.
8. The Contractor agrees to protect, defend, indemnify and hold the **Village of Rye Brook** and its officers, employees and agents; free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all claims, etc., relating to personal injury, death, damage to property, defects in materials and workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any actual other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false, or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligation Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the **Village of Rye Brook** for damages arising out of bodily injury to persons or damage to property caused by or resulting for the sole negligence of the Village or its employees.
9. The following Indemnification Agreement shall be, and is hereby, a provision of the Contract and shall be endorsed by appropriate references to this provision on, or attached to, all certificates of insurance.

*"The Contractor agrees to defend, indemnify and hold the **Village of Rye Brook**, its officers, employees and agents, free and harmless from and against any and all loses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with this Contract."*

The **Village of Rye Brook** shall be an additional named insured on all policies and Hold Harmless documents.

Copies of the insurance policies shall be submitted to the **Village of Rye Brook** attorney for approval prior to the signing of the Contract.

Contract Agreement

THIS AGREEMENT, made this ____day of _____, 20____, by and between

_____, (*a corporation organized and existing under the Laws of the State of _____)

_____, (*a partnership consisting of _____)

_____, (*an individual trading as _____)
**Strike out the two terms not applicable*

hereinafter called the “**Contractor**” and the **Village of Rye Brook**, New York,

WITNESSETH, that the Contractor and the Village for the considerations stated herein mutually agree as follows:

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services and perform and complete all work and required supplemental work for the completion of this Contract in strict accordance with the hereinafter referenced Contract Documents, including all Addenda thereto.

The Village will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the unit prices stipulated in the bid for the respective items of work completed subject to additions and deduction as provided in the General Conditions.

This Agreement forms the Contract between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two (2) original copies on the day and year first above written.

ATTEST: _____
(Contractor)

By: _____
(Name of Contractor)

Title: _____

Village of Rye Brook, New York

By: _____

Title _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
_____, hereinafter called the Principal. as Principal, and the _____
_____, of _____

a corporation duly organized under the laws of the State of _____ hereinafter called the Surety, as Surety, are held and
firmly bound unto _____
hereinafter called the Obligee in the sum of _____ Dollars
(\$ _____), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the
Obligee in accordance with the terms of such bid, and give such bond or bond as may be specified in the bidding or Contract
Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and
material furnished in the prosecution thereof or in the event of the failure of the Principal to enter such contract and give such bond
or bonds, the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in
said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered
by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this ____ day of _____ AD 20____ in the presence of:

{ _____ (Seal)

PRINCIPAL

{ _____

WITNESS

TITLE

{ _____ (Seal)

SURETY

{ _____

WITNESS

TITLE

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____, Secretary
of the Corporation named as Principal in the within bond; that _____, who signed
the said bond on behalf of the Principal was then _____ of said
corporation; that I know his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in
behalf of said corporation by authority of this governing body.

(Corporate Seal)

SEXUAL HARASSMENT: WRITTEN POLICY & TRAINING

AFFIDAVIT

**State of New York
County of Westchester
Village of Rye Brook**



ss:

_____, hereby states, under the penalty of perjury

[PRINT NAME & TITLE]

that the following statement is true in every respect:

“By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the New York State labor law.”

_____, DATE _____

Signature

02-19-2019

rev. 02-20-2019

IRAN DIVESTMENT ACT – CERTIFICATION

Pursuant to New York State Finance Law Code Section 165-a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> a list of persons who have been determined to engage in investment activities in Iran (“the List”), as defined in that Act. Under Public Authorities Law Cod Section 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

- O **a. Certification that the Bidder is not on the List:** Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization , or group, and each person signing on behalf f any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,
- O **b. Certification that the Bidder’s investment in Iran is ceasing:** The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person’s investment activities in Iran were made before April 12, 2012; the person’s investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person had adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

Signature/Date

Print Name and Position

Non-Debarment or Suspension

In accordance with Executive Order 12549 and Executive Order 12689, entitled Debarment and Suspension, and any applicable implementing regulations, this certification must be completed by the Bidder:

1. Under penalty of perjury, except as noted below, all persons or firms or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - b. Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
 - d. Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, or local) terminated for cause or default.
 - e. Will not subcontract with parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs
2. If such persons or firms later become aware of any information contradicting the statements of paragraph (1), they will promptly provide that information to NACCHO.

SIGNATURE OF AUTHORIZED ENTITY	TITLE
COMPANY NAME	DATE SIGNED

Official Use Only

Reviewed by: _____ Date: _____

New York State Department of Labor Contractor Registration Requirement For Bidding on Public Works Contracts

Labor Law Section 220-i(6) prohibits contractors from bidding on public work and subcontractors from commencing work unless the contractor or subcontractor is registered with NYSDOL. Labor Law Section 220-i requires contractors and sub-contractors to submit their Certificate of Registration with their bid materials. NYSDOL.

Contractors are required to provide proof of registration (**attach copy**) as required by Labor Law Section 220-i as a minimum qualification and that failure to provide proof **AT BID SUBMISSION** of registration will disqualify you from bidding.

In submitting this bid, and attaching the required registration for the Contractor and Subcontractor, you are attesting to being a properly registered entity through the New York State Department of Labor Section 220-i

Contractor Certificate of Registration Provided: Yes _____ No _____

Sub Contractor Certificate of Registration Provided: Yes _____ No _____

Official Use Only

Contractor Registration received at time of Bid Yes _____ No _____

Sub Contractor Registration received at time of Bid Yes _____ No _____

Information Verified Yes _____ No _____ By: _____

Recommend Award Yes _____ No _____ By: _____

Date: _____

TITLE VI – CIVIL RIGHTS ACT OF 1964

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

WAGE RATES

(*) AS NOTED ON PREVAILING RATE SCHEDULES PAGES.

The annual determination of the prevailing rates of wages and supplements for workers employed on public work projects throughout the state will be published on May 31st of each year. These new rates will be in effect July 1st thru June 30th. This new determination will supersede the original schedule or any prior issued annual determination.

It is the responsibility of the contracting agency or its agent to provide all prevailing rate schedules to contractors immediately upon receipt.

Any rate change from a previously issued determination becomes effective July 1st, **regardless of whether the now determination has been received by the contractor.**

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates that additional adjustments become effective.

Prevailing wages for this project have been requested from the N.Y.S. Department of Labor and will be furnished to the Contractor upon receipt.

NYS DOL PRC# 2026016853