

LEGAL NOTICE
Request for Proposal

Town of Southeast
Computer & Information Technology Services

The Town of Southeast is accepting proposals for Computer & Information Technology Services for the periodical maintenance, repair and replacement work on all computers and computerized electronic equipment for the period of January 1, 2011 to December 31, 2013. Proposal packages are available at the Town Clerk's Office, Town of Southeast, 1360 Route 22, Brewster, New York 10509

Receipt of Proposals: Town will accept proposals on or before 10:59 am on December 3rd, 2010. Proposals shall be delivered, in person, in a sealed envelope with their company name, "Proposal for Computer & Information Technology Services for Town Offices" and date to: Town Clerk's Office, Town of Southeast, 1360 Route 22, Brewster, NY 10509. They will be opened on December 3rd at 11:01am or soon thereafter.

1. Interested personnel must be experienced Computer & Information Technology technicians and provide proof of insurance, as required by the Town of Southeast.
2. At the time of the opening of the proposals, each Contractor will be presumed to have inspected the sites and to be thoroughly familiar with the locations and equipment that may require. Representatives must understand the scope of work requirements prior to submitting a proposal. The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect of his/her bid. The Town will make the sites available for inspection upon reasonable notice from a prospective Contractor.
3. The successful bidder shall be required to execute a standard Town Services Agreement, which reflects the terms of these specifications, and the Town of Southeast's Local Law No. 3 requiring companies doing business with the Town to certify compliance with Federal Law in respect to lawful hiring of employees.
4. Contractors are required to execute the Non-Collusive Bidding Certificate presented within the RFP Requirements, pursuant to Section 103d of the General Municipal Law of the State of New York and the Contractor's Affidavit.
5. The Town reserves the right to reject any or all bids and to waive any formality or technicality in any bid in the interest of the Owner.

BY ORDER OF OFFICE OF THE TOWN CLERK
TOWN OF SOUTHEAST
Ruth Argo Mazzei
Town Clerk

**Town of Southeast
Computer & Information Technology Services
2011**



REQUEST FOR PROPOSAL REQUIREMENTS

The Town of Southeast is accepting proposals for Computer & Information Technology Services for the periodical maintenance, repair and replacement work on all computers and computerized electronic equipment the period of January 1, 2011 to December 31, 2013. Proposal packages are available at the Town Clerk's Office, Town of Southeast, 1360 Route 22, Brewster, New York 10509

Receipt of Proposals: Town will accept proposals on or before 10:59 am on December 3rd, 2010. Proposals shall be delivered, in person, in a sealed envelope with their company name, "Proposal for Computer & Information Technology Services for Town Meetings" and date to: Town Clerk's Office, Town of Southeast, 1360 Route 22, Brewster, NY 10509. They will be opened on December 3rd at 11:01 am or soon thereafter.

1. Interested personnel must be experienced Computer & Information Technology operators of over 2 years contracted experience and provide proof of insurance, as required by the Town of Southeast.
2. At the time of the opening of the proposals, each Contractor will be presumed to have inspected the sites and to be thoroughly familiar with the work. Representatives must understand the scope of work requirements prior to submitting a proposal. The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect of his/her bid. The Town will make the sites available for inspection upon reasonable notice from a prospective Contractor.
3. The successful bidder shall be required to execute a standard Town Services Agreement, which reflects the terms of these specifications, and the Town of Southeast's Local Law No. 3 requiring companies doing business with the Town to certify compliance with Federal Law in respect to lawful hiring of employees.
4. Contractors are required to execute the Non-Collusive Bidding Certificate presented within the RFP Requirements, pursuant to Section 103d of the General Municipal Law of the State of New York and the Contractor's Affidavit.
5. The Town reserves the right to reject any or all bids and to waive any formality or technicality in any bid in the interest of the Owner.
6. All service must be provided and performed on location.

Town facilities per location:

The Town is administered through numerous departments at four locations. Included in the scope of this proposal are the following departments and locations.

- a. 1360 Route 22
 - i. Supervisor's Office 2 stations
 - ii. Town Clerk Office 5 stations
 - iii. Accounting Office 2 stations
 - iv. Assessor Office 4 stations
 - v. Tax Receiver Office 4 stations
 - vi. Justice Court Offices 8 stations
- b. 1 Main Street
 - i. Building Department 5 stations
 - ii. Zoning Enforcement 2 stations
 - iii. Planning Department 1 station
 - iv. Special District / Facilities Office 2 stations
 - v. Parking Enforcement 1 station
- c. 10 Palmer Road
 - i. Highway Department 2 stations
- d. 140 Pump House Road
 - i. Recreation Department 3 stations

Technical Requirements:

The Town of Southeast has identified the following duties as set of Contractors' tasks for the purpose of Information Technology (IT) consulting services. These include but are not limited to:

- Installing periodic operation systems and software patches to Town computers as required, maintaining a stable and secure network environment. These updates should be completed using an automated architecture (i.e. Microsoft Software Update Services (SUS)) and minimal direct client machine interaction should be attained.
- Compose and complete updates to the Town computer inventory with communications to Town Accountant, maintained as a Microsoft Excel spreadsheet. This is constantly updated as equipment is purchased and or removed from service.
- Perform periodic software updates in various proprietary software packages that are used by Town departments. This would include, but is not limited to, programs produced by the following vendors:

- a. Assessors Software
 - i. NYS Office of Real Property Services
 - ii. SDG – Image Mate
 - b. Building Department Software
 - i. SDG – Image Mate
 - c. Court Clerks Software
 - i. Software Education Incorporated
 - d. Parking Enforcement
 - i. Microsoft Works Data Base
 - e. Supervisor Office
 - i. Call Pilot Manager - Phones
 - f. Tax Receiver Software
 - i. Software Consulting Associates
 - g. Town Clerks Software
 - i. First Class – Virtual Town Hall
 - ii. BAS – Licensing / Certification Program
 - iii. DECALS – NYS DEC Automated License Systems
 - h. Town Planning & Highway
 - i. Planning Board Windows
 - i. Zoning Office
 - i. Goldmine 6.5
- Install new computer hardware on the Town’s networks or individual department PC. This includes, but is not limited to, loading department specific software, antivirus software, Microsoft Office Suite, Adobe Reader, Adobe Acrobat Professional, and configure domain or workgroup environment.
 - Interface with our Internet Service Provider as necessary.
 - Interface with our website host as necessary.
 - Troubleshoot computer hardware, software and networking equipment problems at all Town facilities.
 - Troubleshoot printer problems at all Town facilities.
 - Recommend and coordinate, through the Town Supervisor and the Accounting office, new computer system purchases for all Town departments. Following the Town’s procurement policy procedures.
 - Recommend and coordinate, through the Accounting office, the retirement and recycling of all outmoded equipment.
 - Maintain Microsoft Exchange Server 2000 data base server and user database.

- Maintain Microsoft Exchange Server 2003 data base server and user database.
- Maintain daily backups of Town file and e-mail servers. Coordinate off-site storage of backup media with the Town's Accounting office.
- Periodically perform test system restores from daily backup tapes to assure that data is able to easily and efficiently be recovered from backup media.
- Monitor anti-virus software updates and execute rollouts of new technology to protect the network and individual department PC's from viruses, trojans and worms.
- Make recommendation to the Town on the purchase of a hardware firewall that provides at a minimum Intrusion Prevention and Detection Systems, web content filtering and VPN capability.

Qualifications of Vendors / Proposers

- Vendor must have at least one individual employed who is skilled to Microsoft Systems Administrators standards.
- Vendor should have at least one individual employed who is skilled to Microsoft Desktop Support Technicians standards.
- Vendor must have at least one individual employed who is skilled in the development, deployment, tuning and maintenance of Microsoft Exchange Server 2000, Microsoft Exchange 2003 and Outlook 2000, Outlook 2007.
- Vendor must possess the knowledge and skills to maintain network system policies.
- Vendor must possess the knowledge and skills to design and implement server redundancy in a domain environment.
- Vendor must possess the knowledge and skills to effectively use Internet Information Services for publishing information to the internet and maintain security when using this system.
- Vendor must possess the knowledge and skills to design and implement a disaster recovery plan for networking equipment, servers and workstations at various locations.

- Vendor must possess the knowledge and skills to configure and optimize Microsoft Software Update Services (SUS) or Microsoft Systems Management Server.

Hardware

- Vendor must possess the knowledge, skills and necessary tools to troubleshoot repair or replace personal computer and service hardware, including but not limited to, hard drives, RAID controllers, RAID hard drives, power supplies, network interface cards, modems, video adaptors, keyboards, mice and monitors.
- Vendor must possess the knowledge and skills to assess future hardware needs and develop recommendations of hardware purchases for the Town.

Networking

- Accounting Server/Tower
- Court Office Server/Tower
- Tax Receiver Server/Tower

Operating Systems

- Vendor must have the knowledge in the following operating systems, including but not limited to:
 - Microsoft Windows 2000 Server
 - Microsoft Windows 2003 Server
 - Microsoft Windows 2000 Professional
 - Microsoft Windows XP
 - Microsoft Windows 98
 - Microsoft Windows 95
 - Microsoft DOS
 - Knowledge of UNIX and LINUX are also preferred, but not required.

Software

- Vendor must possess the knowledge and to administer ad-hoc staffing training on the Microsoft Office Suite of software products.

- Vendor must possess the knowledge and skills to administer Symantec’s Norton Anti-virus Enterprise Edition and Symantec System Center Console software.
- Vendor must possess the knowledge and skills to administer Symantec PcAnywhere Version 11.0 software.
- Vendor will be required to assist in deployment and upgrades of the following software packages, including but not limited to:
 - (a) Assessors Software
 - (i) NYS Office of Real Property Services
 - (ii) SDG – Image Mate
 - (b) Building Department Software
 - (i) SDG – Image Mate
 - (c) Court Clerks Software
 - (i) Software Education Incorporated
 - (d) Supervisor Office
 - (i) Call Pilot Manager - Phones
 - (e) Tax Receiver Software
 - (i) Software Consulting Associates
 - (f) Town Clerks Software
 - (i) First Class – Virtual Town Hall
 - (ii) BAS – Licensing / Certification Program
 - (iii) DECALS – NYS DEC Automated License Systems
 - (g) Town Planning & Highway
 - (i) Planning Board Windows
 - (h) Zoning Office
 - (i) Goldmine 6.5

Timeliness

- Vendor must have staff available on an on-call basis Monday – Friday (excluding holidays) for onsite service. Work must be completed between the hours of 9:00 am – 4:00 pm.
- Vendor must have a cellular phone or emergency pager.
- Vendor must be able to have a representative to respond to a voicemail within 2 hours and arrive on-site within 24 hours of requested actionable service call.

Cost Proposal

Firms must submit a firm hourly rate price that includes all travel, labor, consumables and fees for option “A” and or an annual on-call retention rate for travel, labor, consumables and fees for the entire year for option “B”

The Town reserves the right to terminate the contract at any time if the Town is not completely satisfied with the firm's performance, or if the Town feels the firm does not possess the right skills to proceed.

Terms & Conditions

- The Contractor will not store any equipment on the property without written communication and approval with the majority of the Town Board or Facilities Manager. If they do decide to leave any equipment of any type on the premises, the Contractor will be responsible for the condition. The Town will not be held accountable for any damage or theft of any Contractor equipment.
- Proposals shall be presented describing the Contractor's experience in Information Technology services with municipal computer operational needs.
- If the price of the service remains unchanged as of the end of the contract, the Town may extend the contract with the Contractor for additional one-year period increments.
- This agreement can be amended as needed to service the needs of the Town departments. All amendments must be provided with the approval of the Town Board with a majority vote. All changes that will incur costs must be done in writing. Verbal changes that affect the cost will not be permitted without written amendments. Non-cost changes can be done without the Town Board majority approval.
- Questions must be submitted in writing via e-mail to specialdistricts@Townofsoutheast-ny.net or facsimile to 845-279-2472. Inquiries submitted to the Town of Southeast must reference the page and section of the RFP document in question.
- All recipients of this request for proposal who have returned the Receipt Confirmation Form will be notified regarding any changes made to this document. The Town of Southeast shall not be held responsible to notify prospective proposer's who have not returned the Receipt Confirmation Form.
- No changes to wording of the proposer's proposal will be accepted after submission unless requested by the majority of the Town Board.

- All Town of Southeast expenditures are subject to appropriation of funds. Therefore, the Town of Southeast reserves the right to discontinue the RFP process if funding is not available.
- All responses to this request for proposal become the property of the Town of Southeast
- Prospective proposers are responsible for their own expenses in preparing the proposal and subsequent negotiations with the Town of Southeast, if any.
- The Town reserves the right to award a contract in part or full, or not at all, on the basis of responses received.
- This RFP is not to be construed as a contract to purchase goods or services. The Town is not bound to accept the lowest price or any proposal of those submitted.
- While the Town has used considerable efforts to ensure an accurate representation of information in this RFP, all prospective proposers are urged to conduct their own investigations into the material facts, and the Town shall not be held liable or accountable for any error or omission in any part of this RFP.
- All the terms and conditions of this RFP are deemed to be accepted by the proposer and incorporated in its proposal, except those conditions and provisions that are expressly excluded by the proposer's proposal.
- It shall be a condition precedent of the Town of Southeast's obligation to monthly payments for all acceptable service rendered and invoiced with details pertaining to costs.
- The successful proposer must demonstrate financial stability, and the Town of Southeast reserves the right to conduct independent background checks to determine the financial strength of any and all organizations or individuals submitting proposals.
- If any contract cannot be negotiated within thirty (30) days of notification to the designated proposer, the Town of Southeast may terminate negotiations with that proposer and negotiate a contract agreement with another proposer of its choice.
- Unless there is a successful proposer based on the responses, the evaluation procedure will identify all proposers capable of providing a solution based on the written proposals and then a "Competitive Range" based on the cost proposals. All proposers deemed capable of providing a solution and with the "Competitive Range" will be further evaluated and may be requested to make formal oral presentations.

- No part of the work outlined in this RFP may be subcontracted without prior written consent from the Facilities Manager after the major approval of the Town of Southeast, Town Board.
- There are no Bonds required for this contract.
- The Town of Southeast is Tax Exempt.
- Contractor shall comply with Federal Regulations, Safety and Health Regulations for Construction (OSHA).
- Sample Town Contract attached for reference and referral during the RFP period.

Insurance

The Contractor will provide the following Insurance:

- Statutory Worker’s Compensation coverage, in compliance with the Compensation Law of the state of New York.
- General Liability Insurance coverage in the comprehensive general liability form including blanket contractual coverage for the operation of the program under the Agreement in the amount of \$2,000,000.00. This insurance shall include coverage for bodily injury and property damage in the amount of \$1,000,000.00. The Town of Southeast must be listed as additional named insured.
- Automobile liability insurance coverage for all owned, leased, or non-owned vehicles in the amount of \$1,000,000.00 per occurrence. This insurance shall include coverage for bodily injury and property damage. The Town of Southeast must be listed as additional named insured.
- Disability Insurance in accordance with State of New York requirements.
- All policies and certificates of insurance of the Contractor shall contain the following clauses:
 - a) Town of Southeast is named as an additional insured and as Certificate Holder. Insurers shall have no right of recovery or subrogation against the Town of Southeast (including its agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.
 - b) The Clause “other insurance provisions” in a policy in which the Town of Southeast is named as an additional insured, shall not apply to the Town of Southeast.

- c) The insurance companies issuing the policy or policies shall have no recourse against the Town of Southeast (including its agents or agencies) for payment of any premiums or for assessments under any form of policy.
- d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the risk of the Contractor.

**TOWN OF SOUTHEAST
1360 Route 22
Brewster, NY 10509**

**COMPUTER & INFORMATION TECHNOLOGY SERVICES,
Contract Years 2011 - 2013**

PROPOSAL SHEET

Company Name:

Address:

Telephone: _____ Cellular Phone: _____

Option A. **Hourly Rate** – (includes all labor, travel and fees)

Price for Hour _____
(in numbers)

Price written in words _____

Option B. **Annual Rate** - (service labor, travel, and fees not inclusive of replacement parts, consumables or purchase of new equipment) -

Price for Annual Rate _____
(in numbers)

Price written in words _____

Company Representative Signature: _____

Print Representative Name: _____

Submission Date: _____

**COMPUTER & INFORMATION TECHNOLOGY SERVICES,
Contract Years 2011 - 2013**

COMPANY FACT SHEET

Company Name: _____

Address: _____

D.B.A. (if applicable): _____

Years at current Location: _____

If less than 3 years, provide previous address: _____

Year Company was formed _____

How many staff members do you employ? _____

How many technical employees? _____

Types of certifications held:

What is the number of years experience per technician?

1. _____ 2. _____ 3. _____

4. _____ 5. _____ 6. _____

How many clients do you currently have? _____ How many are municipalities? _____

How many clients are political subdivisions? _____

What is your geographical service area? _____

Disclosure of Responsibility Statement (use additional page if needed)

List any convictions of any person, subsidiary, or affiliate of this company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offense indicating a lack of business integrity or business honesty which affected the responsibility of the Contractor.

List past and/or pending law suits against your company for breach of services and/ or cancelation of contracts or subcontract.

List past and/or pending law suits your company has filed against any individual person(s) and/or company for contract disputes.

List any prior suspensions of debarments by any government agency.

List any contracts not completed or canceled.

I, _____, as _____
Print Name of Individual Title & Authority

of _____, declare under oath that the above statements, including any supplemental responses attached hereto, are true.

Signature of Individual

State of _____ County of _____ Subscribed and sworn to
before me on this _____ day of _____ 20__ by _____
representing him/herself to be _____ of the company _____

**COMPUTER & INFORMATION TECHNOLOGY SERVICES,
Contract Years 2011 - 2013**

REFERENCES:

	Company	Telephone	Contact Name
A.	_____	_____	_____
	_____	_____	_____
B.	_____	_____	_____
	_____	_____	_____
C.	_____	_____	_____
	_____	_____	_____

Additional Company Specialties:

CONTRACTOR'S AFFIDAVIT

State of New York)
 : SS.:
County of Putnam)

_____, being first duly sworn, deposes and says under penalty of perjury:

- 1) I reside at _____ and I am _____ of _____, (hereinafter "Contractor") the corporation/partnership/entity which and upon whose behalf I executed an Agreement with the Town of Southeast dated _____, 20__ (the "Agreement")
- 2) All persons employed by the undersigned and providing work, labor, materials or services to or on behalf of the Town of Southeast (the "Town") are duly licensed to the extent required by federal, state, county and/or local laws.
- 3) Contractor has complied, in good faith, with the requirements of Title 8 of the United States Code (U.S.C.) Section 1324a (Aliens and Nationality) with respect to the hiring of Covered Employees and with respect to the alien and nationality status of the owners thereof.
- 4) During the term of the Agreement, Contractor will continue to remain in compliance with 8 U.S.C.A. 1324a with respect to the hiring of employees and with respect to the alien and nationality status thereof.
- 5) With respect to all employees of Contractor, Contractor has reviewed and has maintained all necessary and proper indicia of nationality, immigration and legal employment status and has made an independent, informed determination that all such employees may be legally employed in the United States of America.
- 6) No officer or employee of the Town has any pecuniary interest in my firm or in any contract entered into between my firm and the Town.
- 7) I understand that any violation of these requirements could result in my contract with the Town being revoked and that I may be subject to incarceration, fines and civil penalties in the event I am found to have made false statements herein or in I have violated any of the provisions of the Code of the Town of Southeast (Local Law # 3 of 2008).

Sworn to before me on this _____ day of _____, 20_____

Notary Public

Signature of Contractor

Print name

Address

NON-COLLUSIVE BIDDING CERTIFICATE

Made pursuant to Section 103-d of the General
Municipal Law of the State of New York

By submission of this bid, each bidder and each person signing on behalf of any bidder certified, 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 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 bill 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;
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 competition.

Verification by Subscription and
Notice under Penal Law Section 210.45

It is a crime, punishable as a Class A Misdemeanor under the laws of the State of New York, for a person, in and by a written instrument, to knowingly make a false statement, or to make a statement which such person does not believe to be true.

Affirmed under penalty of perjury.

By: _____

Title: _____

Sworn to before me this _____
day of _____, 2010

Notary Public

LOCAL LAW NO. 3 /2008, TOWN OF SOUTHEAST, NEW YORK

A LOCAL LAW TO REQUIRE COMPANIES DOING BUSINESS WITH THE TOWN TO CERTIFY COMPLIANCE WITH FEDERAL LAW WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF SOUTHEAST, as follows:

Section 1. Legislative Intent.

This Town Board hereby finds that there has been an ongoing national debate regarding the unfairness and inequities between employers that comply with all federal, State, and local laws and regulations in connection with the hiring of their employees and employers that fail to comply with such laws and regulations.

This Town Board further finds and determines that these inequities provide a financial disadvantage to those employers who comply with all federal, State, and local laws and regulations in connection with the hiring of their employees while, in turn, providing an unfair financial advantage to those employers who do not comply with the law.

This Town Board further finds and determines that, since there has been a lack of enforcement of a twenty (20) year old federal law (Simpson-Mazzoli) that requires businesses to verify that their employees are legally eligible to be employed in the United States, the Town of Southeast has an opportunity to lead by example in an effort to prod the federal government to undertake such enforcement action.

This Town Board also finds and determines that employer non-compliance with federal, State, and local laws and regulations that regulate the hiring of employees results in diminished protections of employees from unfair labor practices and fosters the circumvention of prevailing wage and health insurance coverage requirements.

This Town Board further finds and determines that the Town of Southeast at present has no jurisdiction to enforce Simpson-Mazzoli.

This Town Board also finds and determines that the Town of Southeast has a finite amount of scarce taxpayer resources to expend, which resources shall be spent wisely and prudently.

This Town Board further finds that the Town of Southeast provides contracts, license agreements, leases and other forms of financial assistance to businesses that result in the creation and maintenance of a wide variety of employment opportunities in Southeast, thereby affording the Town the opportunity to utilize its economic and financial leverage to compel local businesses to comply with the federal law requiring businesses to verify that their employees are legally eligible to be employed in the United States.

Therefore, the purpose of this law is to provide a means of assisting the enforcement of the federal law requiring businesses to verify that their employees are legally

eligible to be employed in the United States, by providing an enforcement mechanism at the Town level against non-compliant businesses that do business with the Town of Southeast, by

- (i) helping to promote the federal policy of requiring employers to verify the employment status of potential employees;
- (ii) helping to eliminate unfair competitive advantages between businesses;
- (iii) helping to eliminate unfair labor practices and worker exploitation; and
- (iv) helping to assure taxpayers that employers and employees are paying their fair share of taxes by complying with tax laws.

Section 2. Definitions.

As used in this law, the following terms shall have the meaning indicated:

- A.) ALIEN – Any person who is not a citizen or national of the United States.
- B.) AWARDING AGENCY – The Town Board or the subordinate or component entity or person of the Town of Southeast that is responsible for solicitation of proposals or bids and responsible for the award and administration of contracts, license agreements, leases and other financial compensation agreements.
- C.) COMPENSATION –
 - 1.) Any loan, tax incentive funding, appropriation, payment, subsidy or other form of financial assistance which is realized by or provided to a covered employer, or the owners thereof, by or through the authority or approval of the Town of Southeast including, but not limited to Industrial Development Agency (IDA) loans, and
 - 2.) Any contract, subcontract, license agreement, lease or other financial compensation agreement let to a person with or by the Town of Southeast for the furnishing of services, goods, equipment, supplies, materials, public works, or other property to or for the Town of Southeast.
- D.) CONTRACTOR – A person who contracts to do work for another. This term does not include wholesalers.
- E.) COVERED EMPLOYEE – An individual employed on either a full-time, part-time, temporary or seasonal basis, by a covered employer to perform work on or for the project or matter for which the recipient has received compensation.
- F.) COVERED EMPLOYER – A recipient of, or an applicant for, compensation that is not exempt from this law, and who has at least one (1) Covered Employee working within the Town of Southeast.
- G.) PERSON – One or more of the following or their agents, employees, representatives and legal representatives: individuals, corporations, partnerships, joint ventures, associations,

labor organizations, educational institutions, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries and other entities recognized at law by this Town.

- H.) PROTECTED INDIVIDUAL – An individual who: a) is a citizen or national of the United States; or b) is an Alien who is lawfully admitted for permanent residence, is granted the status of an Alien lawfully admitted for temporary residence under Title 8 U.S.C. Section 1160(a) or Section 1255a(a)(1), is admitted as a refugee under Title 8 U.S.C. Section 1157, or is granted asylum under Title 8 U.S.C. Section 1158; but does not include: (i) an Alien who fails to apply for naturalization within six months of the date the alien first becomes eligible (by virtue of period of lawful permanent residence) to apply for naturalization or, if later, within six months after the date of the enactment of Title 8 U.S.C. Section 1324b; and (ii) an Alien who has applied on a timely basis, but has not been naturalized as a citizen within 2 years after the date of the application, unless the Alien can establish that the Alien is actively pursuing naturalization.
- I.) RECIPIENT – Any person or entity that is a recipient of compensation, as defined in this law, and any contractor or subcontractor of a recipient producing or providing goods, materials, supplies, public works, or services to a recipient that are used by that recipient in the project or matter for which the recipient has received compensation.
- J.) SEASONAL – A period of time not to exceed ninety (90) consecutive days at any given time within a six-month period.
- K.) SUBCONTRACTOR – A person who takes portions of a contract from a Covered Employer, a Contractor or another Subcontractor. This term does not include wholesalers.
- L.) TOWN – The Town of Southeast, any agency, office, position, administration, department, division, bureau, board, commission, corporation, public authority, special district or unit of government, the expenses of which are paid in whole or in part by the Town of Southeast, or over which majority control is exercised by officers of the Town of Southeast or of a Town-affiliated agency or their appointees.
- M.) WHOLESALER – A person who buys in comparatively large quantities, and then resells, usually in small quantities, to a middleman or retailer, but never to the ultimate consumer.

Section 3. Requirements.

- A.) 1.) All Covered Employers, and the owners thereof, as the case may be, that are recipients of Compensation from the Town through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the Town or an awarding agency, where such compensation is one hundred percent (100%) funded by the Town, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is annexed hereto as Appendix A, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code (U.S.C.) Section 1324a (Aliens and Nationality) with respect to the hiring of Covered Employees and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the Covered Employer or owner, as the case may be; shall

be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the Town; and shall be made available to the public upon request.

- 2.) All such Covered Employers, and the owners thereof, as the case may be, shall not discriminate against any Covered Employee or applicant for employment with respect to the hiring, or recruitment or referral for a fee, of such Covered Employee or applicant for employment, nor shall such Covered Employers, and the owners thereof, as the case may be, discriminate against any Covered Employee with respect to the discharge of such Covered Employee, because of race, creed, color, national origin, sex, age, gender, disability, sexual orientation, military status, or marital status, or in the case of a protected individual, because of such individual's citizenship status.
 - 3.) All such Covered Employers, and the owners thereof, as the case may be, shall not intimidate, threaten, coerce, or retaliate against any Covered Employee or applicant for employment for the purpose of interfering with any right or privilege secured under Title 8 U.S.C. Section 1324b or because the covered employee or applicant for employment intends to file or has filed a charge or a complaint, testified, assisted, or participated in a manner in an investigation, proceeding, or hearing under Title 8 U.S.C. Section 1324b. A Covered Employee or applicant for employment so intimidated, threatened, coerced, or retaliated against shall be considered to have been discriminated against for purposes of Section 3(A)(2) of this law.
- B.)
- 1.) All Contractors and Subcontractors of Covered Employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a Town contract, subcontract, license agreement, lease or other financial compensation agreement issued by the Town or awarding agency, where such compensation is one hundred percent (100%) funded by the Town, shall submit to the Covered Employer a completed sworn affidavit (under penalty of perjury), the form of which is annexed hereto as Appendix A, certifying that they have complied, in good faith, with the requirements of Title 8 U.S.C. Section 1324a with respect to the hiring of Covered Employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the Contractor, Subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the Town; and shall be made available to the public upon request.
 - 2.) All such Contractors and Subcontractors of Covered Employers, and the owners thereof, as the case may be, shall not discriminate against any employee or applicant for employment with respect to the hiring, or recruitment or referral for a fee, of such employee or applicant for employment, nor shall such Contractors and Subcontractors of Covered Employers, and the owners thereof, as the case may be, discriminate against any employee with respect to the discharge of such employee,

because of race, creed, color, national origin, sex, age, gender, disability, sexual orientation, military status, or marital status, or in the case of a protected individual, because of such individual's citizenship status.

- 3.) All such Contractors and Subcontractors of Covered Employers, and the owners thereof, as the case may be, shall not intimidate, threaten, coerce, or retaliate against any employee or applicant for employment for the purpose of interfering with any right or privilege secured under Title 8 U.S.C. Section 1324b or because the employee or applicant for employment intends to file or has filed a charge or a complaint, testified, assisted, or participated in a manner in an investigation, proceeding, or hearing under Title 8 U.S.C. Section 1324b. An employee or applicant for employment so intimidated, threatened, coerced, or retaliated against shall be considered to have been discriminated against for purposes of Section 3(B)(2) of this law.
- C.) Covered Employer and owner sworn affidavits shall be submitted to the awarding agency at the following times:
- 1.) upon application made to the Town for any grant, loan, subsidy, tax incentive funding, appropriation, payment, or other form of financial assistance;
 - 2.) upon submission to the Town of any response to a Town bid, request for proposals (RFP), request for qualifications (RFQ), request for expressions of interest (RFEI), or similar contract letting process, including but limited to letting for license agreements, leases and other financial compensation agreements;
 - 3.) on January 1st of each year for the duration of the Town contract, subcontract, license agreement, lease or other financial compensation agreement; and
 - 4.) upon renewal and amendment of any Town contract, subcontract, license agreement, lease or other financial compensation agreement.
- D.) Contractor and Subcontractor sworn affidavits shall be submitted by the Covered Employer to the awarding agency at the following times:
- 1.) within one (1) week after the Contractor or Subcontractor is hired by the covered employer to perform the work in connection with the Town contract, subcontract, license agreement, lease or other financial compensation agreement;
 - 2.) in the event of a Town contract, subcontract, license agreement, lease or other financial compensation agreement that is being renewed or amended where a Contractor or Subcontractor was previously hired by a Covered Employer to perform work in connection with such contract, subcontract, license agreement, lease or other financial compensation agreement, upon such renewal or amendment; and
 - 3.) on January 1st of each year for the duration of the Town contract, subcontract, license agreement, lease or other financial compensation

agreement, provided that the Contractor or Subcontractor was previously hired by the covered employer to perform work in connection with such contract, subcontract, license agreement, lease or other financial compensation agreement and is continuing to perform such work.

Section 4. Affirmative Defense.

- A.) Any Covered Employer and the owners thereof, as the case may be, that establish that they have complied in good faith with the requirements of Title 8 U.S.C. Section 1324a with respect to the hiring of Covered Employees and with respect to the alien and nationality status of the owners thereof, as the case may be, have established an affirmative defense that such covered employer and the owners thereof, as the case may be, have not violated Section 3(A)(1) of this law with respect to such hiring and alien and nationality status of the owners thereof.

- B.) Any Contractor and Subcontractor of a Covered Employer and the owners thereof, as the case may be, that establish that they have complied in good faith with the requirements of Title 8 U.S.C. Section 1324a with respect to the hiring of Covered Employees and with respect to the alien and nationality status of the owners thereof, as the case may be, have established an affirmative defense that such Contractor and Subcontractor of the Covered Employer and the owners thereof, as the case may be, have not violated Section 3(B)(1) of this law with respect to such hiring and alien and nationality status of the owners thereof.

Section 5. Maintenance of Records.

- A.) All Covered Employers and the owners thereof, as the case may be, shall verify that they have complied with the requirements of Section 3 of this law based upon the categories of records, set forth below, copies of which shall be maintained by the Covered Employer to evidence compliance with this law:
 - (i) United States passport; or
 - (ii) resident alien card or alien registration card; or
 - (iii) (a) driver's license, if it contains a photograph of the individual; and

(b) a social security account number card (other than such a card which specifies on its face that the issuance of the card does not authorize employment in the United States); or
 - (iv) employment authorization documents, such as an H-1B visa, H-2B visa, and L-1 visa, or such other work visa as may be authorized by the United States Government at the time the Town contract is awarded for all covered employees; or
 - (v) birth certificate indicating that person was born in the United States;

- B.) The documents reviewed and relied upon by the Covered Employer, or the owners thereof, as the case may be, must appear on their face to be genuine. Copies of such documents

relied upon by the Covered Employer, or the owners thereof, as the case may be, shall be maintained by the Covered Employer for all Covered Employees for the periods set forth below.

- C.) Such records shall be maintained by the Covered Employer, or owners thereof, for the following minimum periods of time:
 - 1.) one (1) year for a tax incentive;
 - 2.) two (2) years for a Town grant, subsidy or other financial assistance;
 - 3.) until such time the IDA loan is paid back in full; and
 - 4.) six (6) years after the Town contract, subcontract, license agreement, lease or other financial compensation agreement either expires or is terminated.
- D.) Authorized Town employees shall be entitled to review such records on a periodic basis as requested by the Town or awarding agency.
- E.) The Town shall ensure that employees reviewing such records are briefed by Town counsel in order to ensure that such audits are done in compliance with all applicable law. Procedures should be adopted by the Town to ensure that such audits are not discriminatory and to ensure that sensitive personal information is not released unlawfully.

Section 6. Town contracts; subcontractor contracts.

- A.) No grant, loan, subsidy, tax incentive, funding, appropriation, payment, other financial assistance, contract, subcontract, license agreement, lease or other financial compensation agreement shall be awarded to a Covered Employer, or the owners thereof, as the case may be, that does not certify that it has complied with Title 8 U.S.C. Section 1324a and Sections 3 and 5 of this law, with respect to its Covered Employees or with respect to the alien and nationality status of the owners thereof, as the case may be. All Town contracts, subcontracts, license agreements, leases and other financial compensation agreements awarded shall set forth the obligations of the covered employer and owners as enumerated in this law.
- B.) All Covered Employers, or the owners thereof, as the case may be, shall inform their Contractors and Subcontractors to comply with the provisions of this law for as long as the Covered Employer or owner, as the case may be, is in receipt of compensation. Language indicating the Contractor's and Subcontractor's requirement to comply shall be included in any contract or agreement between a Covered Employer and its Contractors and Subcontractors. A copy of such subcontracts or other agreements shall be submitted to the Town and made available to the public upon request.

Section 7. Applicability.

- A.) This law shall apply to all actions occurring on or after June 1, 2008, and shall apply to:

- (i) All Town contracts, subcontracts, license agreements, leases and other financial compensation agreements entered into or renewed after the applicability date of this law;
- (ii) Amendments to all Town contracts, subcontracts, license agreements, leases and other financial compensation agreements entered into after the applicability date of this law;
- (iii) All loans, subsidies, tax incentives funding, appropriations, payments, and other financial assistance provided by the Town after the applicability date of this law; and
- (iv) A Covered Employer, or the owners thereof, as the case may be, who is constructing public works for the Town under a loan agreement and pursuant to Town plans and specifications, even though the project may not be 100 per cent County funded due to federal and/or State aid that may be available.

B.) This law shall not apply as follows:

- (i) Section 3(B) of this law shall not apply to the Subcontractors of not-for-profit corporations or the Subcontractors or the owners thereof, as the case may be, as that term is defined in the NEW YORK NOT-FOR-PROFIT CORPORATION LAW.

Section 8. Enforcement; penalties for offenses.

- A.) Notwithstanding any provision of law to the contrary, any Covered Employer, or the owners thereof, as the case may be, who submits a false, fictitious or fraudulent affidavit to the Town or awarding agency in connection with Sections 3 or 6 of this law shall, upon conviction, be guilty of a Class A misdemeanor, punishable by a fine of not less than \$250.00 nor more than \$2,000.00, or up to six (6) months imprisonment, or both. Each such violation shall constitute a separate and distinct offense.
- B.) Notwithstanding any provision of law to the contrary, any Covered Employer, or the owners thereof, as the case may be, who violates any of the provisions of Sections 3 or 6 of this law, upon a first violation shall be subject to a civil penalty, in an amount not less than \$250.00 nor more than \$1,000.00, for each day such Covered Employee remains employed by the Covered Employer, or for each day the owners thereof shall remain an owner, as the case may be. Any Covered Employer, or the owners thereof, as the case may be, who violates any of the provisions of Sections 3 or 6 of this law as set forth herein within the period of one (1) year immediately subsequent to the first violation, shall result in a second violation, the civil penalty of which shall be in an amount not less than \$1,000.00 nor more than \$2,500.00 for each day such Covered Employee remains employed by the Covered Employer, or for each day the owners thereof shall remain an owner, as the case may be. Each such violation shall constitute a separate and distinct offense.
- C.) Notwithstanding any provision of law to the contrary, any Covered Employer, or the owners thereof, as the case may be, who violates the provisions of Section 5 of this law shall be subject to a civil penalty, in an amount not less than \$250.00 nor more than \$2,000.00.
- D.) Any Covered Employer, or the owners thereof, as the case may be, who violates the provisions of Sections 3, 5, or 6 of this law, more than two (2) times, shall have its contract,

subcontract, license agreement, lease or other financial compensation agreement terminated immediately; and, in the case of a Town IDA loan, subsidy or other form of financial assistance, same shall be declared in default for purposes of the Town collecting on the full amount of the loan, subsidy or other form of financial assistance. In addition, such Covered Employers shall be barred from bidding on future Town contracts and shall be ineligible to receive any future loans, subsidies or other financial assistance from the Town.

- E.) Any determination made hereunder by the Town shall be reviewable pursuant to Article 78 of the Civil Practice Law and Rules.

Section 9. Severability.

If any clause, sentence, paragraph, subdivision, section, or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

Section 10. Effective Date.

This law shall take effect immediately upon filing in the Office of the Secretary of State.

CONTRACTOR’S AFFIDAVIT

State of New York)
 : SS.:
County of Putnam)

_____, being first duly sworn, deposes and says under penalty of perjury:

- 1) I reside at _____ and I am _____ of _____, (hereinafter “Contractor”) the corporation/partnership/entity which and upon whose behalf I executed an Agreement with the Town of Southeast dated _____, 20__ (the “Agreement”)
- 2) All persons employed by the undersigned and providing work, labor, materials or services to or on behalf of the Town of Southeast (the “Town”) are duly licensed to the extent required by federal, state, county and/or local laws.
- 3) Contractor has complied, in good faith, with the requirements of Title 8 of the United States Code (U.S.C.) Section 1324a (Aliens and Nationality) with respect to the hiring of Covered Employees and with respect to the alien and nationality status of the owners thereof.
- 4) During the term of the Agreement, Contractor will continue to remain in compliance with 8 U.S.C.A. 1324a with respect to the hiring of employees and with respect to the alien and nationality status thereof.
- 5) With respect to all employees of Contractor, Contractor has reviewed and has maintained all necessary and proper indicia of nationality, immigration and legal employment status and has made an independent, informed determination that all such employees may be legally employed in the United States of America.
- 6) No officer or employee of the Town has any pecuniary interest in my firm or in any contract entered into between my firm and the Town.
- 7) I understand that any violation of these requirements could result in my contract with the Town being revoked and that I may be subject to incarceration, fines and civil penalties in the event I am found to have made false statements herein or in I have violated any of the provisions of the Code of the Town of Southeast (Local Law # 3 of 2008).

Sworn to before me on this _____ day of _____, 20_____

Notary Public

Signature of Contractor

Print Name

Address

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2010, by and between:

The **TOWN OF SOUTHEAST**, a municipal corporation organized and existing under the laws of the State of New York, having an office for the conduct of business at 1360 Route 22, Brewster, New York 10509,

(hereinafter referred to as the "Town")

and

_____ having an office for the conduct of business at _____

(hereinafter referred to as the "Contractor")

Services Rendered: _____ for
Town of Southeast Facilities

as more fully specified in Schedule A attached hereto and made part hereof.

WITNESSETH:

WHEREAS, the Town desires to obtain certain specified professional services from Contractor; and

WHEREAS, the Contractor is willing to provide such services for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: The Contractor shall furnish the specific professional services as provided and more fully described in Schedule "A" annexed hereto and made a part hereof.

SECOND: For the services rendered pursuant to Paragraph "FIRST", the Contractor shall be paid a fee not to exceed, **[insert in words the contract amount for services being provided]** (**\$00,000.00**), as provided in Schedule "B".

Any and all requests for payment to be made, including any request for partial payment made in proportion to the work completed, shall be submitted by the Contractor on properly executed claim forms of the Town and paid only after approval by the Town Board of the Town of Southeast (the "Town Board"). In no event shall the final payment for any work, labor or services specified and described in Schedule "A" be made to the Contractor prior to completion of all services in connection therewith, the submission of reports and the approval of the Town Board, as may be required.

Except as otherwise expressly stated in this Agreement or the schedules annexed hereto, no payment shall be made by the Town to the Contractor for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

Prior to the making of any payments hereunder, the Town may, at its option, audit such books and records of the Contractor as are reasonably pertinent to this Agreement to substantiate the basis for payment. The Town will not withhold payment pursuant to this paragraph for more than thirty (30) days after payment would otherwise be due pursuant to the provisions of this paragraph "SECOND", but the Town shall not be restricted from withholding payment for cause found in the course of such audit or because of failure of the Contractor to cooperate with such audit. The Town shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

THIRD: All services rendered and work performed by the Contractor shall be under the supervision and subject to the reasonable approval of the Town Board.

The work to be performed pursuant to the terms of this Agreement shall commence on or about **[enter date], 2010**, and shall be completed no later than **[enter date], 201***, except as extended by the Town Board in writing.

FOURTH: The Contractor shall issue progress reports as the Town Board may direct and shall immediately inform the Town Board in writing of any delay in the performance of its obligations under this Agreement and the cause therefor.

FIFTH: (a) The Town, upon one hundred-eighty (180) days notice to the Contractor, may terminate this Agreement in whole or in part when the Town deems it to be in its best interest. In such event, the Contractor shall be compensated and the Town shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination.

In the event of a dispute as to the value of the services rendered by the Contractor prior to the date of the termination, it is understood and agreed that the Town Board shall determine the value of such services rendered by the Contractor. Such determination may be contested by the contractor in a court of competent jurisdiction.

(b) In the event that either party determines that there has been a material breach by the other party of any of the terms of Agreement and such breach remains uncured for thirty (30) days after service on the breaching party of written notice, the non-breaching party, in addition to any other right or remedy it might have, may terminate this Agreement and, in the event the Town is the non-breaching party, the Town shall have the right, power and authority to completion, and any additional expense or cost of such completion shall be charged to and paid by the Contractor. Notice hereunder shall be effective on the date of mailing.

SIXTH: (a) All program products developed by the Contractor as set forth in Schedule "A" shall be the sole property of the Town and the Contractor shall have no further rights to them whatsoever.

(b) All records compiled by the Contractor in completing the work described in this Agreement, including but not limited to, written reports, studies, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the Town.

(c) Contractor shall verify that it has complied with the requirements of Local Law No. 3 of 2008, which is attached, based upon the categories of records, set forth below, copies of which shall be maintained by the Contractor as hereinafter set forth.

- (i) United States passport; or
- (ii) Resident alien card or alien registration card; or
- (iii) (a) driver's license, if it contains a photograph of the individual; and
(b) a social security account number card (other than such a card which specifies on its face that the issuance of the card does not authorize employment in the United States); or
- (iv) employment authorization documents, such as an H-1B visa, H-2B visa, and L-1 visa, or such other work visa as may be authorized by the United States Government at the

time the Town contract is awarded for all covered employees; or

- (v) birth certificate indicating that person was born in the United States;

(d) Such records shall be maintained by the Covered Employer, or owners thereof, for a period of six (6) years following the expiration or other termination of this Agreement.

(e) Authorized Town employees shall be entitled to review such records on a periodic basis as requested by the Town or awarding agency.

SEVENTH: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the Town Board, in each instance first obtained, is void. The Contractor shall not subcontract any part of the work without the written consent of the Town Board in each instance first obtained, which consent may be withheld by the Town Board without reason. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a subcontractor shall be deemed to be work performed by the Contractor.

EIGHTH: The Contractor represents and warrants that he has not employed or retained any person, other than a bona fide full time salaried employee working solely for the Contractor to solicit or secure this agreement, and that he has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for the Contractor) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the Town may be entitled or any civil or criminal penalty to which any violation may be liable, the Town shall have the right, in its discretion, to terminate this agreement without liability, and to deduct from the contract price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

NINTH: The Contractor shall comply at his own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to the Contractor as an employer or labor or otherwise. The Contractor shall further comply with all rules, regulations and licensing requirements pertaining to his professional status and that of his

employees, partners, associates, subcontractors and others employed to render services hereunder.

TENTH: The Contractor expressly agrees:

(a) that in the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex, age, physical disability or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

(b) no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance or work under this Agreement on account of race, creed, color, sex, age, physical disability or national origin; and

(c) Contractor shall submit a completed sworn affidavit (under penalty of perjury) certifying that Contractor has complied, in good faith, with the requirements of Title 8 of the United States Code (U.S.C.) Section 1324a (Aliens and Nationality) with respect to the hiring of employees and with respect to the alien and nationality status thereof. The affidavit shall be executed by an authorized representative of the Contractor, and shall be part of this Agreement;

(d) Contractor shall not intimidate, threaten, coerce, or retaliate against any employee or applicant for employment for the purpose of interfering with any right or privilege secured under Title 8 U.S.C. Section 1324b or because the employee or applicant for employment intends to file or has filed a charge or a complaint, testified, assisted, or participated in a manner in an investigation, proceeding, or hearing under Title 8 U.S.C. Section 1324b. An employee or applicant for employment so intimidated, threatened, coerced, or retaliated against shall be considered to have been discriminated against for purposes of this paragraph "TENTH".

(e) There may be deducted from the amount payable to the Contractor by the Town under this Agreement a penalty of fifty (\$50.00) dollars for each person for each calendar day during with such person was discriminated against or intimidated in violation of the provisions of the Agreement;

(f) This Agreement may be cancelled or terminated by the Town, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of this section of the Agreement.

ELEVENTH: In addition to, and not in limitation of the insurance requirements contained in Schedule "A", the Contractor agrees:

(a) That except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the Town, the Contractor shall indemnify and hold harmless the Town, its officers, employees and agents from any and all liability, damage, claims, demands, costs, judgements, fees, attorney's fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Contractor or third parties under the direction or control of the Contractor; and

(b) to provide defense for and defend, at his sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

TWELFTH: All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the Town:

Town Clerk
Town of Southeast
1360 Route 22
Brewster, NY 10509

With a copy to:

Town Attorney
Town of Southeast
1360 Route 22
Brewster, NY 10509

To the Contractor:

Mid-Hudson Waste
22 Astor Drive
Mahopac, NY 10541

THIRTEENTH: This agreement and its attachments constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or

modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

FOURTEENTH: This Agreement shall not be enforceable until signed by all parties and approved by the Town Attorney.

FIFTEENTH: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This agreement shall be construed and enforced in accordance with the laws of the State of New York.

IN WITNESSES WHEREOF, the Town of Southeast and the Contractor has caused this Agreement to be executed on the date first written above.

THE TOWN OF SOUTHEAST

BY: _____
D. Michael Rights, **Supervisor**

THE CONTRACTOR

BY: _____
[enter contractor /company name]

Authorized by the Town Board of the Town of Southeast by resolution duly adopted on the _____ Day of _____ 2010.

Approved as to form and manner of execution:

Town Attorney

SCHEDULE A

1.0 General Scope of Work: (Please see attached specifications)

2.0 Insurance

2.1 The Contractor will provide the following Insurance:

- Statutory Worker's Compensation coverage, in compliance with the Compensation Law of the state of New York.
- General Liability Insurance coverage in the comprehensive general liability form including blanket contractual coverage for the operation of the program under the Agreement in the amount of \$2,000,000.00. This insurance shall include coverage for bodily injury and property damage in the amount of \$1,000,000.00. The Town of Southeast must be listed as additional named insured.
- Automobile liability insurance coverage for all owned, leased, or non-owned vehicles in the amount of \$1,000,000.00 per occurrence. This insurance shall include coverage for bodily injury and property damage. The Town of Southeast must be listed as additional named insured.
- Disability Insurance in accordance with State of New York requirements.
- All policies and certificates of insurance of the Contractor shall contain the following clauses:
 - a. Town of Southeast is named as an additional insured and as Certificate Holder. Insurers shall have no right of recovery or subrogation against the Town of Southeast (including its agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.
 - b. The Clause "other insurance provisions" in a policy in which the Town of Southeast is named as an additional insured, shall not apply to the Town of Southeast.
 - c. The insurance companies issuing the policy or policies shall have no recourse against the Town of Southeast (including its agents or agencies) for payment of any premiums or for assessments under any form of policy.
 - d. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the risk of the Contractor.

