

**TOWN OF SOUTHAMPTON
SUFFOLK COUNTY, NEW YORK**

INVITATION TO BID

**VARIOUS TYPES OF SIGNS
TO BE PROVIDED TO THE TOWN**

**SEALED BIDS DUE IN TOWN CLERK'S OFFICE,
116 HAMPTON ROAD, SOUTHAMPTON
ON OR BEFORE 2:00 PM ON September 5, 2018**

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All proposal pages (PF), GML and Bidders Qualifications which are indicated by being green in color or containing a watermark on the side of the page require the vendor's information.

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RESOLVED, as per the request of the Departments interested in this bid, that the Town Clerk be and is hereby authorized to advertise a Second time for public bids per the following:

SECOND NOTICE TO BIDDERS

TAKE NOTICE, that sealed bids will be received by the Town Clerk, Southampton Town Hall, on September 5, 2018 at 2:00 pm, prevailing time, when they will be publicly opened and read aloud for:

VARIOUS TYPES OF SIGNS TO BE PROVIDED TO THE TOWN

Specifications are available beginning on Thursday, August 23, 2018 at 8:30 a.m. online at <http://bids.southamptontownny.gov/Default.aspx> or in person at the Town Clerk's Office, 116 Hampton Road, Southampton between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, (except Holidays). These specifications have met with the approval of Central Purchasing and Contracts Compliance.

Each proposal must be submitted in a sealed envelope clearly marked "**Various Types of Signs to be Provided to the Town.**" Bidders must comply with all Federal, State, and local laws.

The Town Board of the Town of Southampton reserves the right to waive any informalities in bids received, and/or reject any or all bids.

**BY ORDER OF THE TOWN BOARD
TOWN OF SOUTHAMPTON, NEW YORK
SUNDY A. SCHERMEYER, TOWN CLERK**

I

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bid

The Town of Southampton invites proposals for the Contract for **VARIOUS TYPES OF SIGNS TO BE PROVIDED TO THE TOWN** to the Town will be publicly read at the time, date and place indicated in the Notice to Bidders.

2. Form, Preparation and Presentation of Proposal

Bidders should return the *entire bid package*, with the information requested on the green pages completed.

Each proposal must be submitted on the forms provided. Bids must be contained in a sealed envelope marked “**VARIOUS TYPES OF SIGNS TO BE PROVIDED TO THE TOWN.**”

Bidders must provide **ALL INFORMATION** requested on **WATERMARKED PAGES**.

INCOMPLETE SUBMISSIONS MAY BE REJECTED!!

- If a question is not applicable, indicate by writing “N/A” in answer space
- All blank spaces for bid prices must be filled in, in ink, in both words and figures, with a total or gross sum for which the bid is made. In case of discrepancy between the unit price and total amount bid for any item, the unit price, as expressed in words, shall govern.
- All Bidders Qualifications questions must be answered
- General Municipal Law forms must be signed
- Bids that contain any omission, erasure, alteration, addition or items not called for in the itemized bid form, or that contain irregularities of any kind may be rejected.
- In the event your bid is submitted untimely, in accordance with the instructions herein, the Town's procurement policy, and the relevant sections of New York State General Municipal Law, your purported bid will be considered untimely and will not be considered as part of the Bid process.

3. Rejection of Bids

(a) The Town Board reserves the right to reject any bid if the information submitted in the Bidder's Qualifications statement or an investigation of such bidder fails to satisfy the Town Board that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

(b) The Town Board reserves the right to reject any and all bids in whole or in part, to waive any information in any or all bids, and to accept the bid or part thereof which it deems most favorable to the Town after all bids have been examined and/or checked. Pricing shall not be withdrawn for a period of forty-five (45) days after being publicly opened and read.

4. Method of Award

All bids will be compared based on the lowest bid price per item. The Town will award this bid based on the highest amount of lowest price items, however, the Town of Southampton reserves the right to award to single or multiple vendors, in whole or in part, by item, by class, by category, or to establish primary/secondary contracts, whichever the Town deems to be in the best interest of the Town of Southampton and its constituents.

5. Additional Items

The items listed on the bid form represent a cross section of items frequently used by the Town. The Town also may wish to purchase additional similar items not specifically listed on the bid form. These items will be added to the contract in the form of a contract amendment

6. Product Availability

It is the intent of the Town to purchase products pursuant to this bid on an "as needed" basis, through delivery by the vendor to the appropriate Town facility or location. The vendor must provide delivery of all stock items to the Town facility within 24 hours of receipt of a purchase order.

7. Delivery Instructions

The Citizens Response Center requests that these deliveries be made within the hours of 8:30am to 4:00pm to various locations within the Town of Southampton, at the vendors sole cost and expense. The phone number to call for more specific delivery instructions shall be 631-702-2435, Debra Keller.

8. Insurance Required By The Town of Southampton

The successful bidder will be required to procure and pay for, at his/her expense, the following types of insurance with limits of coverage as further specified in the General Contract Provisions:

A) Workers Compensation Insurance, as required by Applicable Law, the coverage must be evidenced on a C-105.2 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.ny.gov.

B) Disability Benefits Insurance must be evidenced on a DB-120.1 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.ny.gov.

C) General Liability insurance to include bodily injury and injury to property in the amount of \$1,000,000 per occurrence, the Accord form is acceptable to evidence the liability coverage. Endorsement must evidence Town as additional insured.

The Town will be named as an additional insured on the Liability policy.

This contract will not be signed by the Town's Supervisor until all required insurances are received.

9. Term of Contract

The bidder, when submitting his/her bid, must be prepared to supply the specified items not later than ten (10) days after signing the Contract unless the Town shall authorize a delay.

The term of this Contract is for a period one (1) year from the date of a fully executed contract by the Town Supervisor or his/her designee. The Town reserves the right to extend this contract for a two (2) additional period of one (1) year if doing so is in the best interest of the Town.

10. Purchase Order

Contractor shall not commence, nor will they be compensated for, any services performed prior to the Contractor submittal of a numbered Southampton Town Purchase Order. The Contractor is to obtain the numbered purchase order from the Town Official responsible for Administration of the Project.

11. Method of Payment

Upon delivery of items, the selected vendor(s) shall present an invoice to the Department for whom the items were provided.

12. General Contract Provisions

Attached to this bid package are general contract provisions. By submitting a bid, the bidder accepts these contract provisions, which shall take full force and effect upon signing of the document.

This entire bid package, composed of the Title Page, Table of Contents, Notice to Bidders, Instructions to Bidders, Specifications, Proposal Forms, General Municipal Law, Bidder's Qualifications, General Contract Provisions, and Agreement shall comprise the complete contract.

13. Right to Purchase

The Town reserves the right to purchase from other sources any style, type or size of article or equipment covered by this contract, or that will best meet the needs of the requisitioning agency; also, items required to match and intermember with an existing installation. The decision of the Purchasing Agent to purchase such items from other sources shall be final.

14. Iran Divestment Act

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should Town of Southampton receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, Town of Southampton will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then Town of Southampton shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

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

15. Extension of Contract to Political Subdivisions

The bidder agrees that by submitting a successful bid, any political subdivision to any other governmental entities will be permitted to participate in the awarded contract per the same terms and conditions set forth in the contract; where authorized under law provided, however; that any political subdivision choosing to utilize the contract will be wholly responsible for any debts incurred by them as participants of the contract. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between the Town of Southampton and the vendor.

16. Minority And Women Business Enterprises (if applicable)

The selected bidder will be required to make a good faith effort to subcontract 30% Minority and Women's Business Enterprise Participation, 15% Minority Business Enterprise Participation, 15% Women's Business Enterprise Participation.

Notwithstanding the foregoing goals, should the State of New York change such goals, contractors and their subcontractors (at all tiers) shall continuously make good-faith efforts to achieve the M/WBE goals in effect at any given time during the performance of the contract and their contract(s), respectively.

17. Contracted Entity Certification Statement (If applicable)

"I certify under penalty of law that I understand and agree to comply with the terms and conditions of The Town of Southampton Stormwater Management Program and agree to implement any corrective actions identified by the Town of Southampton or authorized representative. I also understand that the Town of Southampton must comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") general permit for stormwater discharges from Municipal Separate Storm Sewer Systems ("MS4s") and that it is unlawful for any person to directly or indirectly cause or contribute to violation of water quality standards. Further, I understand that any non-compliance by the Town of Southampton will not diminish, eliminate, or lessen my own liability".

SPECIFICATIONS

The Town request that the winning vendor awarded a contract through this bid make, provide, deliver and Install, where applicable signs in various shapes and sizes to various locations within the Town of Southampton.

Item	Sizes	Color	Material	Sided	Other	Additional
1	6' x 4'	4	1/2 Coroplast	1	Mounting and White PVC Posts	Installation of sign and Delivery
2	6' x 3'	4	Banner	1	Hemmed with Grommets	Shipping Cost or Delivery Cost
3	5' x 4'	4	1/2 Coroplast	1	Mounting and White PVC Posts	Installation of sign and Delivery
4	4' x 3'	4	reface a coroplast sign			Shipping Cost or Delivery Cost
5	4' x 3'	4	1/2 Coroplast	1	Mounting and White PVC Posts	Installation of sign and Delivery
6	4' x 3'	4	3/4 pvc	1	Laminated, cut to shapes per customer design	Shipping Cost or Delivery Cost
7	4' x 3'	4	3/4 PVC	1	circle	Shipping Cost or Delivery Cost
8	4' x 3'	4	King ColorCore 1/2	2	raised logo	Shipping Cost or Delivery Cost
9'	4' x 2'	4	1/2 Corplast	1		Shipping Cost or Delivery Cost
10	4' x 2'	4	1/2 Corplast	1	Mounting and White PVC Posts	Installation of sign and Delivery
11	3' x 2'	4	3/4 pvc	1	cut to shapes per customer design	Shipping Cost or Delivery Cost
12	3' x 2'	4	1/4 Coroplast signs	1		Shipping Cost or Delivery Cost
13	1' x 1"	2	.055 Thick polyethylene	1	yellow and black no hunting	Shipping Cost or Delivery Cost
14	1'	4	1 pvc	1	circle	Shipping Cost or Delivery Cost
15	96" x 7.5"	1	3/4 inch outdoor PVC	1		Shipping Cost or Delivery Cost
16	68" x 46"	4	3/4 PVC	2	Custom shapes,mounting and White PVC Posts	Installation of sign and Delivery
17	18" x 24"	1	0.063 Aluminum Vinly	1		Shipping Cost or Delivery Cost
18	18" x 12"	1	Aluminum	1	Parking by Permit overflow	Shipping Cost or Delivery Cost
19	11" x 14"	1	Digital Vinyl Graphics	1	ready to Apply	Shipping Cost or Delivery Cost
20	2 7/8" x 5"	1	Cast Plaques	1	1/4 thick cast out of Bronze	Shipping Cost or Delivery Cost
21	round	1	Reflective Blue Vinly	1	Customer supplied life preservers	Shipping Cost or Delivery Cost

Please provide the various signs in accordance with the specifications herein.

The Town does not guarantee any amount of business under this contract. The Town reserves the right to waive any informalities in the bids received or to reject bids as not being in the best interest of the Town.

Bidder/Proposers Information:

The following information must be filled out in its entirety.

Name: _____ (include title Mr. Mrs., Miss)

Business Name: _____
(Please list the title of your entity ex: LLC, Inc., Corp., etc.)

Address: _____

(Specify if business of residential)

Phone: _____ Fax: _____

Cell # _____

Email Address: _____

Presidents Name: _____

Tax Id# _____

PROPOSAL FORM

**TOWN OF SOUTHAMPTON
SUFFOLK COUNTY, NEW YORK**

CONTRACT FOR VARIOUS TYPES OF SIGNS TO BE PROVIDED TO THE TOWN

THE UNDERSIGNED BIDDER HAS CAREFULLY EXAMINED THE ATTACHED
CONTRACT DOCUMENTS AND WILL SUPPLY AND DELIVER ALL SPECIFIED
ITEMS FOR THE TOWN OF SOUTHAMPTON IN ACCORDANCE WITH THE
FOLLOWING PRICES:

TOWN OF SOUTHAMPTON PROPOSAL FORM

VARIOUS TYPES OF SIGNS TO BE PROVIDED TO THE TOWN

The unit cost herein shall incorporate, preparation of, deliver to various locations within the Town of Southampton and installation where applicable, please be guided accordingly.

ITEM	SIZE	COLOR	MATERIAL	SIDED	OTHER	ADDITIONAL	UNIT COST EACH
1	6' X 4'	4	½ Coroplast	1	Mount and (2) White PVC Post	Installation and Delivery Costs	
2	6' x 3'	4	Banner	1	Hemmed with 4- Grommets	Shipping Cost or Delivery Cost	
3	5' x 4'	4	½ Coroplast	1	Mount and (2) White PVC Post	Installation and Delivery Costs	
4	4' x 3'	4	Reface a Coroplast	1		Shipping Cost or Delivery Cost	
5	4' x 3'	4	½ Coroplast	1	Mount (2) White PVC Post	Installation and Delivery Costs	
6	4 x 3	4	¾ PVC	1	Laminated, Cut to Custom Shapes	Shipping Cost or Delivery Cost	
7	4' x 3'	4	¾ PVC	1	Circle	Shipping Cost or Delivery Cost	
8	4' x 3'	4	King Color/Core	2	Raised logo	Shipping Cost or Delivery Cost	
9	4' x 2'	4	½ Corplast	1		Shipping Cost or Delivery Cost	
10	4' x 2'	2	½ Corplast	1	Mount	Installation and Delivery Costs	

					(2) White PVC Post		
11	3' x 2'	4	¾ PVC	1		Shipping Cost or Delivery Cost	
ITEM	SIZE	COLOR	MATERIAL	SIDED	OTHER	ADDITIONAL	UNT COST EACH
12	3' x 2'	4	¼ Coroplast Signs	1		Shipping Cost or Delivery Cost	
13	1' x 1'	2	.055 Thick Polyethylene	1	Yellow/ Black no hunting	Shipping Cost or Delivery Cost	
14	1'	4	1 PVC	1	Circle	Shipping Cost or Delivery Cost	
15	96" x 7.5	1	¾ inch outdoor PVC	1		Shipping Cost or Delivery Cost	
16	68" x 46"	4	¾ PVC	2	Custom shape Mount (2) White PVC Post	Installation and Delivery Costs	
17	18" x 24"	1	0.063 Alum Vinyl	1	Vinyl Immediate Vinyl Roll	Shipping Cost or Delivery Cost	
18	18" x 12"	1	Aluminum	1	Parking by Permit Overflow	Shipping Cost or Delivery Cost	
19	11" x 14"	1	Digital Vinyl Graphics	1	Ready to Apply	Shipping Cost or Delivery Cost	
20	2 7/8 "x 5"	1	Cast Plaques	1	¼ thick cast out of Bronze	Shipping Cost or Delivery Cost	
21	Round	1	Reflective Blue Vinyl	1	Customer Supplied Life Preserver	Shipping Cost or Delivery Cost	

The Town will award this bid based on the highest amount of lowest price items.

The Town does not guarantee any amount of business under this contract. The Town reserves the right to waive any informalities in the bids received or to reject bids as not being in the best interest of the Town.

Bidders Company Name: _____

Person whom ordering will be handled: _____

Phone Number : _____ Emergency Number: _____

RESERVATION OF RIGHTS

The Town Board of the Town of Southampton reserves certain rights with respect to this Request for Bids, including but not limited to the following:

The Town Board reserves the right to award this Contract to the lowest qualified bidder, to waive any informalities in bids received, and to reject and declare invalid any or all bids deemed not in the best interest of the Town. The Town Board also reserves the right to award this Contract after approval is received from the regulatory agencies having jurisdiction thereof. In awarding this Contract the Town is not bound by the quantities stated in the Bid Form. It is emphasized that the quantities are approximations only. No guarantee is made for any quantities stated nor is a guarantee made for the total bid or alternative total bid. Such total bid or alternative total bid are for the purpose of guidance in awarding the Contract only. Fee payment to the Town shall be on the basis of actual work done at the unit prices quoted.

On acceptance of this bid, the undersigned binds himself or themselves to enter into written Contract with the Town and to furnish insurance as required by the Conditions of Contract, and to process the work diligently so as to complete all the work required.

Name of Person Signing this bid: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

NOTE: By signing and submitting this bid for consideration by the Town of Southampton the vendor acknowledges that they have read, understand and agree to all aspects of the specifications as presented without reservation or alteration.

GENERAL MUNICIPAL LAW - SECTION 103-a and 103-b**GROUND FOR CANCELLATION OF CONTRACT BY MUNICIPAL CORPORATIONS**

Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, and political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

- a) such person, and any firm, partnership or corporation, of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof for goods, work, or services, for a period of five years after such refusal, and to provide also that,
- b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

This condition shall be further subjected to any other provisions or subsequent amendments to Section 103-a and 103-b of the General Municipal Law.

In acknowledgment of the above:

Bidder's Business Name: _____

Signed by: _____

Title: _____

Date: _____

GENERAL MUNICIPAL LAW - 103-d**Non-Collusive Bidding Certificate**

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 the penalty of perjury, that to the best of his knowledge and belief:

- (A) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, and for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor or potential competitor;
- (B) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to the opening, directly or indirectly to any other bidder, competitor or potential competitor;
- (C) No attempt has been 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.

I hereby affirm, under the penalty of perjury, the foregoing statement is true:

Signed by: _____

Title: _____

Date: _____

Affix corporate seal if contractor is a corporation.

Insurance Certification

Your insurance representative and your company's representative must complete the form below in order to be considered for the award of this bid. Please note that a certificate of insurance must be present when entering into a contract.

Insurance Representative's Acknowledgment:

We have reviewed the insurance requirements set forth in the bid package and are capable of providing such insurance to our insured in accordance with such requirements in the event the contract is awarded to our insured and provided our insured pays the appropriate premium.

Are you an agent for the companies providing the coverage? Yes ____ No ____

Date: _____

Insurance Company/Brokerage: _____

Mailing Address: _____

Phone: _____ Fax No.: _____

Email: _____

Agent Name: _____ Sign: _____

Bidder's Acknowledgment:

I acknowledge that I have received the insurance requirements of this bid and have considered the costs, if any, of procuring the required insurance and will be able to supply the insurance required in accordance with the bid, if it is awarded. I understand that a certificate of insurance must be submitted with my bid; and if it is not, Town of Southampton may reject my bid and award to the next lowest bidder.

Firm Name: _____

Address: _____

Date: _____

Bidder's Signature

CONTRACTED ENTITY CERTIFICATION STATEMENT

"I certify under penalty of law that I understand and agree to comply with the terms and conditions of The Town of Southampton Stormwater Management Program and agree to implement any corrective actions identified by the Town of Southampton or authorized representative. I also understand that the Town of Southampton must comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") general permit for stormwater discharges from Municipal Separate Storm Sewer Systems ("MS4s") and that it is unlawful for any person to directly or indirectly cause or contribute to violation of water quality standards. Further, I understand that any non-compliance by the Town of Southampton will not diminish, eliminate, or lessen my own liability".

VENDOR NAME

BY:_____

TITLE

DATE:_____

BIDDER'S QUALIFICATIONS

All questions must be answered and the information given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets.

Section A.

1. Name of Bidder: _____
2. Main Office Address: _____
3. When Organized: _____
4. If a Corporation, Indicate State Incorporated In: _____

5. **NAME OF PARTNERS****HOME ADDRESS OF PARTNERS**

(If Bidder is a FIRM, state here the name and home address of each member thereof)

If Bidder is a CORPORATION, complete the information below:

Name and Address of President: _____

Name and Address of Vice President: _____

Name and Address of Secretary: _____

6. Does any other contractor, vendor or person have, hold, or may derive any actual or beneficial percentage of interest in any other form of ownership of the Bidder in an amount of 5% or more? Yes/No _____

If yes, please provide:

Name: _____

Address: _____

Section B.

Provide information below regarding similar contracts held:

Organization Name:

Contact Person (Name and Phone Number):

Amount of Contract:

Date Completed:

Section C.

1. Have you ever failed to complete any contract awarded to you?
Yes/No_____

2. Have you ever defaulted on a contract? Yes/No_____ If yes, state where and why:

3. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a contract? Yes/No_____

If yes, state name of individual, other organization and reason:

4. Has any officer or partner of your organization ever failed to complete a contract in his/her own name? Yes/No_____If yes, state name and reason:

5. In what other lines of business are you financially interested?

6. Who will personally supervise this contract?

Name and Phone Number

Title

Email Address: _____

7. Do you have, or can you obtain, sufficient personnel and equipment to perform this contract as required by the "Bid Proposal"? Yes/No _____

8. Provide names and phone numbers of local (Long Island) government references:

9. Provide contact names and phone numbers for emergencies that require an immediate response:

Day: _____ Night: _____

10. List all major equipment you will utilize to perform all work. Indicate whether you currently own or lease the equipment, or will lease it (attach a separate sheet if necessary).

11. Successful Bidder shall provide the Town, at the signing of the contract, the following information:

a. Table of Organization of the CONTRACTOR showing the names and addresses of all individuals serving on the Board of Directors or comparable body of the CONTRACTOR.

b. Proof of financial capability and a detailed financial statement.

Section D.

(*Delete phrases that are not applicable)

I, _____ the *(applicant herein),
(an officer or agent of the corporate applicant) namely its _____, (list
corporate interest) (swears) or (affirms) under the penalties of perjury that:

1. The following persons have a direct or indirect interest in this bid:

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE OF BIRTH</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(In case of corporations, all officers of the corporation and stockholders owning more than 5% of the corporate stock must be listed. Attach an additional sheet, if necessary).

2. The following person(s) listed immediately above are related by blood or marriage to an officer or employee of the OWNER. Attach an additional sheet, if necessary.

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>NAME/POSITION OF EMPLOYEE/OFFICER</u>
_____	_____	_____
_____	_____	_____

False statements made herein are punishable as a Class A misdemeanor pursuant to 210.45 of the Penal Law.

Legal Name of Person/Firm/Corporation

By: _____

Tax Id# _____

GENERAL CONTRACT PROVISIONS
(DO NOT FILL IN OR SIGN UNTIL AWARD IS MADE)

THIS AGREEMENT, made this ____ day of _____, 2018, by and between the Town of Southampton, a municipal corporation having its principal office and place of business at 116 Hampton Road, Southampton, New York 11968 ("Town") and _____ with its offices at _____ ("Vendor").

1. The Town will not make any advance payments to Vendor for the goods to be provided under the Contract.
2. Contractor agrees to procure and maintain, until final acceptance by the Town of the services covered by this Contract, insurance of the kinds and in the amounts hereafter provided, by insurance companies acceptable to the Town and authorized to do business in the State of New York, covering all operations performed by it. Upon signing this Contract, Contractor shall furnish to the Town Clerk of the Town of Southampton a certificate or certificates, showing that it has complied with this article. This Contract will not be approved by the Town if a certificate is not present. It is further stipulated that the Town Clerk of the Town of Southampton shall be given at least THIRTY (30) days Notice of Cancellation of said coverage which shall be remitted to the Town Clerk at 116 Hampton Road, Southampton, New York, 11968. If, during the term of this Contract, coverage, as evidenced in a certificate should expire, it is the obligation of Contractor to provide to the Town a valid certificate reflecting the new policy dates. If, during the term of the Contract, coverage, as evidenced in a certificate should expire, payments may be withheld by the Town until Contractor submits a new certificate reflecting the new policy dates. No remedies available to the Town in this provision are in lieu of any other remedies the Town may elect to exercise under other terms of this Contract.
3. Town may suspend or terminate this Contract unless Contractor maintains in full force and effect, the types and amounts of insurance listed below:
 - A) Workers Compensation Insurance, as required by Applicable Law, the coverage must be evidenced on a C-105.2 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.ny.gov.
 - B) Disability Benefits Insurance must be evidenced on a DB-120.1 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.ny.gov.
 - C) General Liability insurance to include bodily injury and injury to property in the amount of \$1,000,000 per occurrence, the Accord form is acceptable to evidence the liability coverage. The endorsement page should also be provided which shall evidence the "additional insured".

The Town will be named as an additional insured on the Liability policy.

This contract will not be signed by the Town's Supervisor until all required insurances are received.

4. The Contractor accepts full responsibility for the payment of premiums of all insurance, as well as for any other taxes or payroll deductions required by law for Contractor or Contractor's employees who are performing services pursuant to this Contract.
5. The Contractor shall give prompt written notice of an accident or claim to the Town as well as to its insurer. Such notice must be given within ten (10) days of the accident or claim.
6. Vendor, its employees, agents, and those of any subcontractors are not deemed to be employees of the Town in any manner whatsoever and shall act in an independent capacity and not as officers, employees, or agents of the Town. Vendor further agrees that it will not make any claim, demand or application to the Town for any right or privilege applicable to an officer or employee of the Town, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
7. It is understood that the Vendor is an independent contractor in respect to its performance under this Contract, and shall assume all risks and responsibilities for losses of every description in connection with the service which can be attributed either directly or indirectly to the Vendor or its material. Vendor agrees to indemnify, defend, and hold harmless the Town, its agents and employees for or on account of any damages or losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description, including negligence, willful misconduct, gross negligence, violations of law or breach of this Contract, brought or recovered against it by reason of any omission or act of Vendor, its agents, employees, subcontractors, or any other Person acting on Vendor's behalf or under its direction and/or supervision, in the performance of this Contract or through the use of the material provided pursuant to this Contract, including the cost of litigation or legal counsel resulting directly or indirectly from the actions of Vendor in fulfilling the terms of this Contract. The Town may retain such monies from the amount due Vendor as may be necessary to satisfy any claims for damages, costs and the like, which is asserted against the Town.
8. In the event that Vendor determines it shall be necessary to subcontract any portion of this Contract not already disclosed to the Town, the name(s) and qualifications of any subcontractor(s) shall be submitted in advance for approval by the Town.
9. Vendor agrees that it shall accept full responsibility for the performance of any subcontractors. All provisions of this Contract apply equally to any subcontractors. The Vendor agrees to indemnify the Town as to the subcontractors in this Contract

and will assure that the Town is protected from any liability that may occur as a result of the subcontractor's performance under this Contract.

10. This Contract shall be deemed personal and non-assignable by either party. Furthermore, this Contract is solely for the benefit of the parties hereto, and not for the benefit of any third parties. No persons other than the parties hereto shall have a right to sue or claim any right under this Contract.
11. Vendor agrees that this Contract shall not be pledged, hypothecated or used as security for a loan.
12. If any term, provision, or portion of any provision of this Contract shall be deemed illegal, invalid and/or non-enforceable, the remainder of this Contract shall be deemed to remain valid and shall be enforced to the fullest extent permitted by Law.
13. All services required under this Contract shall be performed in accordance with standard practices for the industry and in compliance with all applicable Federal, State, and local laws, regulations, and legal policies, as well as any other standard practices that the Town may from time to time direct Vendor to follow. The Town reserves the right to monitor performance and work, and to issue directives to ensure that all requirements referred above are met.
14. Any waiver by the Town of any term, condition, covenant and/or provision of this Contract shall not be deemed as a waiver at any time thereafter of the same or any other term, condition, covenant and/or provision of this Contract. Moreover, a failure by the Town to assert any right or privilege, shall not be deemed a waiver or relinquishment thereof. Except as otherwise expressly provided herein, any rights and powers of the Town shall be deemed cumulative, and no one of them shall be deemed exclusive of any other remedy provided by law, and exercise of any one, shall not impair the right to exercise the other.
15. This Contract shall be construed pursuant to the laws of the State of New York.
16. The venue of any action at law or in equity commenced by the Vendor against the Town arising out of the contract, shall be in Suffolk County, or in the Federal District Court having geographic jurisdiction over the area where the Town is located.
17. In addition to the methods of service allowed by the New York State Civil Practice Law & Rules ("CPLR"), Vendor consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon actual receipt of process or upon Town's receipt of the return thereof by the United States Postal Service as refused or undeliverable. The Vendor must promptly notify the Town, in writing, of each and every change of address to which service of process can be made. Service by the Town to the last

known address shall be sufficient. The Vendor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. The Vendor agrees to waive any defense based on or alleging lack of jurisdiction, improper venue, or invalid service, if the provisions of paragraphs 16 and 17 in this Contract are complied with.
19. The Vendor agrees that this Contract may be presented in court as conclusive evidence of the foregoing.
20. Unless otherwise provided, this Contract may be amended or modified only by a written agreement signed by both the Vendor and the Town and approved by the Office of Contracts Administration.
21. Failure by the Vendor to provide the Town with any documents, data or other materials required by this Contract, shall be cause for, termination of this Contract, and for withholding all further payments due under this Contract.
22. The Vendor shall maintain all books, documents, papers, and other evidence (hereafter called "Records") directly pertinent to the performance of work under this Contract in accordance with generally acceptable accounting principles and practices consistently applied. The Town, the State Comptroller, the State Attorney General, and the State Department of Labor, or any of their authorized representatives shall have access to all such Records for the purpose of inspection, audit and copying for a period of six years following final payment or the termination of this Contract whichever is later, and any extensions thereto. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the Town or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Vendor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The Town shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Vendor shall timely inform an appropriate Town official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Town's right to discovery in any pending or future litigation. If an audit conducted pursuant to this paragraph shall reveal that Town has been overcharged, Town shall have the right to recover any such overpayments made to Vendor upon at least thirty (30) days' notice to Vendor which notice shall include an analysis of the overpayments and the documentation upon which it is based. However, the right to recover overpayments shall not be construed as liquidated damages or as a limitation on any other rights or remedies that Town may have under this Agreement.

23. This Contract may be cancelled or terminated by the Town, and all monies due, or to become due hereunder may be forfeited, if the Vendor shall knowingly employ either directly or indirectly, in any capacity, any person who at the time of such employment is also an employee of the Town.
24. If the Town finds after notice and hearing that the Vendor or any of Vendor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the Town in an attempt to secure a contract or favorable treatment in awarding or making any determinations related to the performance of this Contract, such action shall be deemed a breach of Contract. In the case of such a breach, the Town may, by written notice to Vendor, terminate this Contract and may also pursue other rights and remedies that the law or this Contract provides.
25. Vendor warrants that it has not employed or retained any company or Person, other than a bona fide employee working for the Vendor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or Person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Town shall have the right to annul this Contract without liability, or, at its discretion, to deduct from payments and this Contract or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
26. Vendor agrees that any and all data, analyses, materials or other information oral or written, made available to Vendor with respect to this Contract, and any and all data, analyses, materials, reports or other information, oral or written, prepared by Vendor with respect to this Contract shall, except for information which has been or is publicly available, be treated as confidential; and shall not be utilized, released, published or disclosed by Vendor at any time for any purpose whatsoever other than to Persons or agencies as shall be designated by the Town.
27. The Town shall have no liability under this Contract to the Vendor or to anyone else beyond funds appropriated and available for this Contract.
28. Vendor warrants under penalty of perjury that its bid was arrived at independently and without collusion aimed at restricting competition.
29. To the best of Vendor's knowledge and belief, Vendor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that Vendor has disclosed all such relevant information to the Town. An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, either result in an unfair competitive advantage to

Vendor or impair or appear to impair the Vendor's objectivity in performing the work for the Town.

30. Vendor agrees that if an actual, apparent, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, Vendor will immediately make a full disclosure in writing to the Town. This disclosure shall include a description of actions which Vendor has taken or proposes to take, after consultation with the Town, to avoid, mitigate, or minimize the actual or potential conflict.
31. The Town may terminate this Contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure or information. If Vendor was aware of a potential conflict of interest prior to award, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Town, the Town may terminate the Contract, or pursue such other remedies as may be permitted by the applicable provisions of this Contract regarding termination.
32. In addition to the requirements of the above clauses with respect to "Organizational Conflicts of Interest," the following provision with regard to employee personnel performing under this Contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract. Vendor agrees to notify the Town immediately of any actual, apparent or potential personal conflict of interest with regard to any employee, subcontractor employee, or consultant working on or having access to information regarding this Contract, as soon as Vendor becomes aware of such conflict. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Town will notify Vendor of the appropriate action to be taken.
33. To the extent that the work under this Contract requires access to proprietary or confidential business or financial data of other companies, and as such data remains proprietary or confidential, Vendor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.
34. To the extent that State or Federal funds are provided to Vendor or used in paying Vendor under this Contract, Vendor agrees that it will comply with all applicable State and federal laws and regulations, including but not limited to those laws and regulations under which the State or Federal funds were authorized. Vendor further agrees to insert in any subcontract hereunder provisions which shall conform substantially to the language of this clause, including this paragraph.
35. Vendor expressly agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, and all other applicable Federal, State, and/or local laws, ordinances,

rules, regulations, and orders prohibiting discrimination in hiring or employment opportunities. It shall not be an excuse for non-compliance that the Vendor has or intends to delegate any of its responsibilities to any union, training program, other source of recruitment or other entity; Vendor shall remain primarily responsible for compliance hereunder.

36. Vendor expressly agrees to comply with the Americans with Disabilities (ADA) Act of 1990.
37. Prior to the commencement of any work under this Contract, Vendor is required to meet all legal requirements necessary in the performance of the Contract. It is Vendor's responsibility to obtain any necessary permits, or other authorizations. The Vendor shall also be required to comply with all applicable federal, state and local laws and regulations relating to or delegated in connection with the same, as well as any and all federal, state and local environmental, health, transportation, safety and other laws, ordinances and regulations, which are in effect during the performance of any service by Vendor. Vendor also warrants that all subcontractors or other entities or facilities used by the Vendor in performing the Contract shall comply with all applicable laws, ordinances and regulations. The Town signs this Contract in reliance upon this representation. During the term of this Contract, and any extensions thereof, Vendor, its subcontractors, agents, as well as any other Person acting on Vendor's behalf or under its direction or supervision must remain in compliance with said laws. A failure to notify the Town of noncompliance of which Vendor was or should have been aware, may be considered a material breach of this Contract.
38. Town shall not be responsible for any damages in connection with the cancellation of this Contract.
39. In the event of the failure of Vendor to promptly and fully perform its obligations or if at any time, the Town reasonably believes that Vendor will be unable to perform promptly and fully, at that time or in the future, and Vendor is unable to furnish the Town upon demand adequate evidence of Vendor's ability to perform promptly and fully, the Town may purchase the items that are the subject of this Contract from another entity. In such a case, the Town shall give Vendor prompt notice that it has selected to act under this paragraph. If the Town's act of cover is caused by Vendor's failure to perform or furnish adequate evidence of ability to perform, the Town shall be entitled to recover as damages the difference between the cost of covering materials and the contract price as well as incidental and consequential damages, less any savings saved as a result of Vendor's breach.
40. This Contract, along with the entire bid package (composed of the Title Page, Table of Contents, Notice to Bidders, Information & Instructions to Bidders, Specifications, Proposal Forms, General Municipal Law, Bidder's Qualifications, and General Contract Provisions) embodies the entire Contract between the parties with respect to the subject matter stipulated herein. Unless otherwise

provided, it shall not be changed or modified, except in writing, and executed by both parties.

41. Contract Modification, Amendment, and Termination:

- (a) Any variation, modifications, or waiver of any provision of the Contract shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an addendum which shall be attached to and be part of this Contract.
- (b) Vendor shall not be held responsible for delay or failure to perform hereunder when such a delay or failure is due to a Force Majeure event.
- (c) The Town reserves the right to suspend, revise, or withhold funds in whole or part for reasons of non-compliance with the terms and provisions of this Contract.
- (d) The Town may terminate this Contract upon thirty (30) days written notice to Vendor by sending written notice to Vendor's mailing address.

42. Immigration Reform and Control Act of 1986: Vendor recognizes its responsibilities to assure identity and employment eligibility of its own employees under the Immigration Reform Control Act of 1986 and any record acquisition and retention requirement under the Act.

43. Town shall not be charged for any repair or maintenance expenses or bear any responsibility for the maintenance or repair of any Vendor facility or vehicle.

44. The Vendor makes the following representations, warranties, and covenants as of the Contract Date:

- (a) The Vendor is a _____, duly organized and existing in good standing under the laws of _____, and has the power and authority to enter into and perform its obligations under this Contract.
- (b) The Vendor has the power, authority-and legal right to enter into and perform this Contract, and each other agreement or instrument entered into or to be entered into by the Vendor pursuant to this Contract, and the execution, delivery and performance thereof (i) have been duly authorized, (ii) have the requisite government approval of all government authorities (except those government approvals of governmental authorities which are not legally required as of the Contract Date), (iii) to the best knowledge of the Vendor, will not violate any judgment, order, law or regulation applicable to the Vendor or applicable to any provision of the Vendor's organizational documents, (iv) do not constitute a default under, or result in the creation of any lien, charge, encumbrance, or security, or security

interest upon any of Vendor's assets under any material agreement or instrument to which the Vendor is a party or by which the Vendor or its assets may be bound or affected and (v) will not violate any provisions of the Vendor's organizational documents.

(c) This Contract has been duly entered into by the Vendor and, when duly entered into by all the parties hereto, will constitute a legal, valid, and binding obligation of the Vendor enforceable against the Vendor in accordance with its terms.

(d) There are no pending or, to the Vendor's best knowledge, threatened actions or proceedings before any court or administrative agency against the Vendor or Vendor's affiliates which would adversely affect the financial condition of Vendor or any affiliate of Vendor or Vendor's ability to perform its obligations under this Contract.

(e) Neither the Vendor nor any of its affiliates is subject to any pending or final civil or criminal proceeding which would affect Vendor's fitness to perform the terms of the Contract or otherwise would adversely affect Vendor's ability to obtain any governmental authorizations required in connection with the performance of this Contract.

(f) The Vendor is capable of performing and is willing and intends to perform its obligations in accordance with this Contract, and the Vendor's representations herein do not contain any misstatement of a material fact or omit to state any material fact necessary to make the representations of the Vendor in this Contract not misleading.

(g) The Vendor is financially solvent and the Vendor can furnish the goods required pursuant to this Contract.

(h) The Vendor is familiar with all existing Federal, State and local laws, ordinances and regulations, including but not limited to any special acts, which might materially affect the Vendor's performance under this Contract.

45. The Town shall have the right to claim and recover damages or equitable relief for the Vendor's breach of any term or condition set forth in this Contract or any default hereunder, without being required to terminate this Agreement.
46. The performance of Vendor's obligations under this Contract is essential to the Town and the health and well-being of the inhabitants of the Town, and any delay in or failure of performance may result in substantial damage and injury to the Town that would not be remedied by the payment of monetary damages. If the Vendor fails to perform its obligations hereunder, the Town shall, at its option, be entitled to specific performance by the Vendor of its obligations hereunder.

47. Vendor shall be responsible to provide any training and/or personal protective equipment necessary for its employees, agents, subcontractors, or any Person acting on its behalf or under its supervision and/or control during the performance of this Contract.
48. Any disclaimer of warranties or provisions of this Contract that Vendor supplied with its bid so have no effect. Vendor warrants that any disclaimers are not part of this Contract.
49. The term of this Contract is for a period one (1) year from the date of a fully executed contract by the Town Supervisor or his/her designee. The Town reserves the right to extend this contract for a two (2) additional period of one (1) year if doing so is in the best interest of the Town.

AGREEMENT

Successor and Assigns

This Agreement shall bind the successor, assigns and representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereunto set their hands and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

TOWN OF SOUTHAMPTON

BY: _____, Supervisor

BY: _____
Vendor

STATE OF NEW YORK)

) ss.:

COUNTY OF SUFFOLK)

On the ____ day of _____, 2018, _____, to me known who, being by me duly sworn, did depose and say that he resides at Southampton, that he is the Supervisor of the Town of Southampton, the corporation described in and which executed the foregoing instrument; his signature on this instrument was so affixed by authorization of the Town Board of said corporation, and that he signed his name thereto in like order.

NOTARY PUBLIC

Acknowledgement by a Contractor if an INDIVIDUAL

STATE OF NEW YORK)

)ss

COUNTY OF SUFFOLK)

On the ____ day of _____, 2018, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument and who acknowledged to me that he executed the same.

NOTARY PUBLIC

Acknowledgement by a Contractor if a PARTNERSHIP

STATE OF NEW YORK)
)ss
COUNTY OF SUFFOLK)

On the ____ day of _____, 2018, before me personally appeared _____, to me known and known to be to be a member of _____, the firm described herein and which executed the foregoing instrument, and he acknowledged to me that he subscribed the name of said thereto on behalf of said firm for that purpose therein mentioned.

NOTARY PUBLIC

Acknowledgement by a Contractor if a CORPORATION

STATE OF NEW YORK)
)ss
COUNTY OF SUFFOLK)

On the ____ day of _____, 2018, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he resides at _____, in the County of _____, State of _____, that he is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; 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