



Jaime Roman
City Of Long Beach
Information Technology Department
1 West Chester Street
Long Beach, NY 11561
(516) 705-7247 • Fax: (516) 431-1027
E-Mail : jroman@longbeachny.gov

April 22, 2025

TO: City Manager, Corporation Counsel

RE: Additional time clocks for various departments

This resolution request is to purchase 11 additional time clocks for the follow departments/locations:

Lifeguard HQ's:
Riverside, New York, Neptune

Beach Park Trailer

150 West Pine:
Highway, Sanitation, Beach Maintenance

Water Pollution Control

Water Purification

Water Transmission

Sewer Maintenance

The biometric/proximity readers are \$3,175.00 each, plus a recurring cost of \$318.00 per clock for annual maintenance. This brings the total per device to \$3493.00. The 11 devices will total \$38,423.00. The money is available in H1023-53107 Time Management Software line. If you have any further questions, please do not hesitate to contact me.



Quoted By:
Quote Expiration:
Quote Name:

Jennifer Barns
09/30/25
City of Long Beach - EERP -
T&A Time Clocks

Sales Quotation For:

Shipping Address:

City of Long Beach
1 W Chester St
Long Beach NY 11561-2016

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Touchscreen 10: Biometric and Prox Reader	11	\$ 3,175.00	\$ 0.00	\$ 34,925.00	\$ 318.00	\$ 0.00	\$ 3,498.00
TOTAL		\$ 34,925.00					

Summary

	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 0.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 34,925.00	\$ 3,498.00
2025-534395-H9S6W2	CONFIDENTIAL	

Summary Total	\$ 34,925.00	\$ 3,498.00
Contract Total	\$ 38,423.00	

Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module,

- and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Your acquisition of clocks and/or clock maintenance is subject to the following terms: <https://www.tylertech.com/terms/executime-clock-terms>.



POLICE DEPARTMENT
COUNCIL RESOLUTION REQUEST

TO: Daniel Creighton, City Manager
Frank Dikranis, Corporation Counsel
Inna Resnick, City Comptroller

FROM: Richard DePalma, Acting Commissioner of Police

SUBJECT: Resolution Request: New Dispatch Center Furniture Purchase

DATE: April 24, 2025

This office respectfully requests that a City Council Resolution be prepared for Tuesday, May 6, 2025.

The Department is submitting a request to purchase new desks for the City of Long Beach Police Department's newly reconstructed dispatch center. The console furniture chosen is designed specifically for dispatch operations allowing for optimal comfort and workspace, technical integration and equipment storage as is necessary.

This purchase will be funded through a 2024 Capital Budget Line utilizing Nassau County IMA grant funds (\$355,200) and will piggyback on an HGAC contract (see attached).

H1024-52333 Police-Technology Equip/Upgrade \$58,376.00

CC: Steven Pambianchi

REQUEST FOR PROPOSAL

EC07-23

911 EQUIPMENT & EMERGENCY NOTIFICATION SOFTWARE AND SERVICES

Houston-Galveston Area Council

3555 Timmons Ln

Houston, TX 77027

RELEASE DATE: April 7, 2023

DEADLINE FOR QUESTIONS: April 21, 2023

RESPONSE DEADLINE: May 18, 2023, 12:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/h-gac>

Houston-Galveston Area Council
REQUEST FOR PROPOSAL
911 Equipment & Emergency Notification Software and Services

I.	Summary and Timeline
II.	Scope of Work/Specifications
III.	Additional Resources
IV.	Solicitation Requirements
V.	Contract Term / Multiple Awards / Usage.....
VI.	Goal for DBE Contracting
VII.	Submission Contents
VIII.	Evaluation Criteria
IX.	Pricing Proposal
X.	Required Documents
XI.	Evaluation / Selection / Tie Bids.....
XII.	Inquiries / Clarifications / Modifications / Submission
XIII.	Presentation / Demonstration / Interview and Best and Final
XIV.	Approval / Final and Post Award.....
XV.	Debrief / Protest

Attachments:

C - HGACBuy Solicitation T&Cs

1. SUMMARY AND TIMELINE

1.1. Summary

The Cooperative Purchasing Program (HGACBuy) of the Houston-Galveston Area Council of Governments is soliciting offerings for the furnishing of products/services as described in this Solicitation. Texas Local Government Code (Title 7, Chapters 771 and 791) establishes the authority for H-GAC to provide cooperative contract products and services to Texas local governments and in other states if their statutes allow. With that authority, H-GAC makes varied categories of contracted products and services available.

1.2. Background

About the Cooperative

H-GAC is a government agency which provides a Cooperative Purchasing Program as part of its service to other government agencies. The Program currently makes blanket type contracts covering products and services for the use of its membership of more than 4500 local government participants in Texas and other States (Customers) which include cities, counties, emergency services districts, school districts, and non-profit organizations. Any local government or non-profit organization may participate in the Program if their state law allows. There is no cost to join and become a member of the H-GAC Cooperative Purchasing Program.

H-GAC's Cooperative Purchasing Program, known as HGACBuy, was established pursuant to Texas Interlocal Cooperation Act [Texas Local Government Code, Title 7, Chapter 791]. The Act allows local governments and certain non-profits to contract or agree under the terms of the Act to make purchases or provide purchasing services and other administrative functions appropriately established by another government entity. The Interlocal Contract (ILC) is the required legal document that establishes a link between the Customer (local governments and certain non-profits) and HGACBuy and gives the Customer access to HGACBuy contracts.

HGACBuy contracts are established based on the requirements of Texas Local Government Code, Chapter 252 and/or other applicable State of Texas or Federal procurement requirements. Products and services are contracted after having been subjected to either a competitive bid (ITB); competitive proposal (RFP); or Request for Qualification and Pre-Qualification (RFQ) depending on the category type.

Contracts are blanket type, usually for a term of two (2) or three (3) years. Use of HGACBuy for purchases by any Customer is strictly at the discretion of that entity. Customers issue purchase orders and pay the HGACBuy Contractor directly. The Customer also sends HGACBuy a copy of the purchase order and the Contractor is responsible for reporting the sale to HGACBuy as a contract requirement.

1.3. Timeline

Date Issued:	April 7, 2023
---------------------	---------------

Pre-Proposal/Bid Conference Date: (Non-Mandatory)	April 19, 2023, 10:00am The virtual meeting will be held using Zoom, registration is required. Once registered, applicants will receive notification and a direct link for participation. Click on the following link to register: https://us06web.zoom.us/meeting/register/tZUvf-6pqT0oGNRrJ5lavhw-SDPRin0y0fO1 It will be assumed that Respondents attending any conference have reviewed the Solicitation in detail and are prepared to raise any substantive questions which have not already been addressed by H-GAC in this Solicitation.
Questions Deadline:	April 21, 2023, 12:00pm
Closing Date/Submission Deadline:	May 18, 2023, 12:00pm
Estimated Board Approval Date:	June 20, 2023
Estimated Contract Start Date:	July 1, 2023

2. SCOPE OF WORK/SPECIFICATIONS

This is an indefinite quantity/indefinite delivery offerings contract – The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

2.1. Overview

H-GAC is soliciting responses for selecting qualified manufacturers, distributors, installers and service providers of 911 Equipment & Emergency Notification Software and Services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts. Customers may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training and maintenance agreements. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for supplies, materials, or not to exceed hourly rates for installation or repair. Respondents are not required to provide offerings on all categories. H-GAC will seek to minimize duplication of awarded technologies and brands, but our goal is to contract for a variety of technologies and solutions, affording our members a broad choice in their 911 / Public Safety Answering Points (PSAP) needs.

2.2. Categories

This Solicitation is divided into four (4) separate but related categories (A-D). Respondent is advised to offer a wide array, or catalog, of products within each category listed below. When submitting a response, Respondent may choose to give a response on any, or all, of the categories. No additional weighted value will be given to a respondent who responds to more than one or all categories listed.

- A. **Equipment:** Fixed/portable PSAP workstation/terminal equipment; emergency notification equipment; related hard-wired/wireless telephone equipment; servers, mobile data terminal equipment; controllers, routers, installation of fiber optic cable, etc.
- B. **Software:** 911 records management, emergency notification software; Computer-Assisted Dispatch/Mapping (CAD/CAM), in-vehicle/hand-held mapping systems, ePCR (electronic patient care reporting), language interpretation, Automatic Number/Location ID (ANI/ALI), etc. (note: ongoing monitoring fees should be priced as annual or multi-annual fees to accommodate HGAC's one-time fee accrual process).
- C. **Furniture:** Consoles, chairs, etc.
- D. **Other:** 911 related equipment, systems and services not otherwise specified.

2.3. General Requirements

All products priced and sold pursuant to this Solicitation must, as applicable:

- A. Meet all applicable requirements of federal, state and local laws and regulations, including most current edition of NENA Minimum Standards for Emergency Telephone Notification Systems, and NENA Technical Standards:
 - o 01-Technical Standards Administration; 02-Technical Data; 03-Technical Network; 04-Technical PSAP;05-Wireless; 06-Technical ALEC & Private Switch.
- B. Be manufacturer's normal offering with all standard features and functions and performance levels.
- C. Be ready for turn-key operation upon delivery.
- D. Respondent must include specifications, brochures, warranty information, and any other relevant product information with solicitation Response.

Note: "Unpriced/unpublished" options cannot be quoted on the Fee Schedule and may not be sold through this contract.

2.4. Minimum Requirements

Standard Equipment & Accessories

All products must be the manufacturer's complete standard equipment and accessories, with all basic features as shown in the manufacturer's printed literature, except as may be explicitly modified by these specifications, or by an H-GAC Member.

Installation

Options submitted with response are assumed inclusive of standard installation. Respondent must indicate otherwise and include a fee for installation. The cost of installation must be included in the base system cost for all systems proposed, including all equipment, components and software. Basic installation means the system is fully operational. If additional installation is needed by Customer, the Contractor must list, on their Customizations Categories Form, a Not to Exceed hourly rate by title or personnel qualification for hardware or software installation.

Warranty, Service, and Maintenance

Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Solicitation.

- A. Contractor must furnish with response and for all equipment sold through this H-GAC contract, the manufacturer's general warranty, which must be honored by all the manufacturer's authorized service locations.
- B. All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (such as: hourly labor rates, shop fees, supply fees, environmental fees).

- C. The Contractor will handle all warranty claims and all work must be completed within ten (10) calendar days after receipt of equipment. Delayed warranties must be available for all vehicles and equipment. Warranty start date will be effective the date that the completed unit is placed into service by the Customer. The Contractor must furnish a delayed warranty card/document for each unit delivered and/or advise the Customer of the procedures to be followed for obtaining the delayed start of warranty coverage. Requests for delayed warranties will not exceed six months after delivery.
- D. Any and all documents necessary to effect manufacturer's warranty must be properly applied for and submitted by the Contractor. The Contractor will provide to H-GAC and the Customer a manufacturer's warranty which will be honored by any of the manufacturer's authorized dealers and a complete copy must be provided at the time of delivery. When additional warranties are available as standard, they must be included as a part of the response for the benefit of H-GAC and Customer. Any warranty work must be completed within ten (10) calendar days after the receipt of the vehicle by the Contractor without cost to H-GAC or the Customer.

2.5. Labor Hours Definitions

If the awarded contract contains hours for labor related services, the following definitions will apply:

- A. "Business Day" Monday through Friday
- B. "Business Hours" Standard Business Hours 8 a.m. to 5 p.m.
- C. "Regular Time" Work that occurs during standard business hours
- D. "Emergency Time" Work that occurs outside standard business hours

2.6. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased, including Product Code, if applicable
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services

reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

3. ADDITIONAL RESOURCES

3.1. Reference Websites

- HGACBuy Website – <https://www.hgacbuy.org>
- HGACBuy Open Solicitations – <https://www.hgacbuy.org/bid-notices>
- HGACBuy Sample Contract – <https://www.hgacbuy.org/bid-notices/solicitation-forms-resources>
- HGACBuy Customer and Contractor Handbook - <https://www.hgacbuy.org/bid-notices/solicitation-forms-resources>

Note: Sample Contract and Handbook are reference material only, do not constitute a contract, or become incorporated as requirements of this Solicitation. Only information supplied in this Solicitation or by a Letter of Clarification posted to the HGACBuy website should be used in the preparation of a submission.

The actual final contract will be the same or nearly the same as the sample, however H-GAC reserves the right to update the actual contract as required for program or regulation requirements. Note: Successful Respondents **MAY NOT** process any purchase orders for sales until all contract documents have been completely executed.

4. SOLICITATION REQUIREMENTS

Respondent must be compliant with all licensing, permitting, registration or other applicable legal or regulatory requirements imposed by any governmental authority. It is Respondent's responsibility to ensure that this requirement is met. H-GAC reserves the right to request copies of any license, permit, or other compliance related documentation at any time. Listed below are other requirements of responding to the Solicitation:

4.1. Contractor Orientation and Training

H-GAC believes that Contractor's familiarity with the operational policies and requirements of the Cooperative Purchasing Program is a key factor in achieving Customer satisfaction. The Contact Person listed on Contractor Status and Contact Form or an alternate, will be required to participate in an H-GAC vendor orientation and training as soon as possible after contract execution. In addition, other Contractor's staff who will be involved in any way with the HGACBuy Program should participate in orientation. The orientation may be presented as a teleconference or webinar or may be held in H-GAC's offices as determined by H-GAC and Contractor to be the most efficient and effective form of delivery. Please visit <https://www.hgacbuy.org/events> for more information.

4.2. Nationwide Sales Opportunity

HGACBuy contracts provide various products and services to local governments and qualifying non-profits throughout the nation, and desires to make established contracts available to Customers wherever and whenever practicable. Once a contract is executed, Contractor is expected to expand the scope of its marketing effort to include sales to Customers in all areas of the United States. Please also view important guidelines and additional information regarding marketing the program at:
<https://www.hgacbuy.org/marketing>

4.3. Corporate/Sales Commitment

Contractor is required to make some basic commitments to ensure the overall success of the HGACBuy program. By submission of a response, Respondent agrees that HGACBuy has the support of senior management and HGACBuy will be the primary government contracting vehicle when offering services/products awarded from this solicitation to eligible Customers nationwide. A further commitment to aggressively market the program, both independently as well in partnership with HGACBuy.

4.4. Manufacturer as Respondent

If Respondent is a manufacturer or wholesale distributor, the response received will be evaluated based on a response made in conjunction with that manufacturer's authorized dealer/reseller network. Unless stated otherwise, a manufacturer or wholesale distributor Respondent is assumed to have a documented relationship with their dealer/reseller network where that network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this Solicitation on behalf of the manufacturer or wholesale distributor Respondent. Any listed dealer/reseller will be considered a sub-contractor of the Respondent. The relationship between the manufacturer and wholesale distributor Respondent and its dealer/reseller network must be indicated at the time of the submission.

4.5. Dealer/Reseller as Respondent

If Respondent is a dealer/reseller of the products/services proposed, the response will be evaluated based on the Respondent's authorization to provide those products and services from the manufacturer.

4.6. Approval by Manufacturer

Any awarded contractor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Respondents to this solicitation must submit an approval letter from each manufacturer; authorization letters must include the regions in which equipment may be sold or serviced.

4.7. Structure of Response

Depending on the Product or Service, market structures and sales practices can differ substantially. For example, dealers may sell into any market or may be restricted to certain territories, manufacturers may sell direct or be limited by law to selling through independent dealerships, etc. H-GAC's objective is to ensure that Customers, no matter where located, can buy contracted products/services and receive quality and timely service and support, while allowing for the most appropriate and effective response to this Solicitation. Responses to this Solicitation will only be accepted in conformance with the below scenarios and requirements. **Note: Respondent can only be a party to one response structure.**

- A. **Single Respondent Acting Alone Or As "Lead" For A Group:** Respondent must complete and sign a Signature Page and all other required forms and, if contracted, will be solely responsible for all contractual requirements including administration, processing of purchase orders and handling of payments for transactions which may involve other dealers/distributors who deliver the products or services. Unless stated otherwise, a manufacturer or wholesale distributor Respondent is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this Solicitation on behalf of the manufacturer or wholesale distributor Respondent. Any listed dealer will be considered a sub-contractor of the Respondent. The use of any dealer or reseller is not required if manufacturer or distributor does not employ such.
- B. **Multiple Respondents Acting Jointly:** A single Response will be submitted, and each party to the Response must complete and sign a Signature Page and all other required forms must be included in the single Response. If the Response is successful, each party will sign a separate contract with H-GAC and will be individually responsible for compliance with all terms and conditions. Only those parties which have executed a contract with H-GAC are authorized to process purchase orders for sales and payments under the HGACBuy program.

Contractor may sell through HGACBuy anywhere subject to compliance with applicable laws and regulations. If the market structure in which Contractor operates requires a contract assignment for any sale, in certain limited circumstances, H-GAC may allow the contract to be assigned to a Manufacturer or another Dealer(s). Such assignment must be specific and detailed and must be approved by the

Contractor and H-GAC. Once assigned, the Contractor and assignee may NOT sell or service the same product line or category.

Depending on the structure of the network, H-GAC recognizes in some cases it may be necessary for the Purchase Order to be issued in the name of the reseller/dealer, etc., however the reseller, dealer, etc. is recognized only as a sub-contractor and will not receive a separate contract award or be assigned any portion of the contract. Any Lead Respondent utilizing a dealer/reseller network who is awarded a contract will be responsible for the processing of the Purchase Order through the network and the activities of the sale, reporting requirements, and remittance of applicable order processing fees.

4.8. Contractor Status

Contractor is required to provide a status form, which is not part of any evaluation, but may be relevant to other state or local procurement requirements that apply to HGACBuy Customers. The following information will need to be captured:

- A. Contractor's status as a minority/woman-owned business enterprise, historically underutilized business, or service-disabled veteran; etc.
- B. Whether Contractor or its ultimate parent or majority owner has its principal place of business in Texas or employs at least 500 persons in Texas; and
- C. Whether Respondent is a Texas resident or a non-resident business.

4.9. Administrative Fee

For each purchase order processed under an awarded contract, H GAC will directly invoice contractor a 2% Order Processing Charge applicable to the price of all equipment/services submitted in contractor's response. The Fee is calculated from awarded bid pricing before additional discounts (if any) have been applied. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any Customer purchase order, even if an invoice is not received from H-GAC. Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC.

4.10. HGACBuy Contractor / HGACBuy Member General Procedures

- A. Contracts are awarded through fair and open competition in compliance with applicable procurement rules and regulations.
- B. The HGACBuy member sends a proposal request to an adequate number of Contractors in the desired Contract Category.
- C. The Contractor prepares and sends a proposal/quote to the HGACBuy member. The HGACBuy member conducts an evaluation of cost or price reasonableness, if the HGACBuy member is using \$250,000 (or current published Simplified Acquisition Threshold amount) or more of federal funds and an independent cost/price evaluation is necessary.
- D. The Contractor and the HGACBuy member agree on a Purchase Order. Purchase Orders/Supplemental Contracts are reported and sent by individual HGACBuy members to the

Contractor and to HGACBuy, where pricing is confirmed against the contract, an Order Confirmation is issued to the HGACBuy Member and copies of the Purchase Order/Supplemental Contract are logged and filed.

- E. The Contractor delivers product(s)/service(s) directly to the HGACBuy member with a subsequent invoice the HGACBuy member upon completion of the work or delivery of the supplies.
- F. The Contractor receives payment directly from HGACBuy member.
- G. The Contractor reports and remits the administrative fee to HGACBuy.
- H. Reference also HGACBuy Customer and Contractor Handbook - <https://www.hgacbuy.org/bid-notices/solicitation-forms-resources>

5. CONTRACT TERM / MULTIPLE AWARDS / USAGE

Contract Term: H-GAC intends to award one or more contracts for the products/services requested under this Solicitation. The term of the resulting contract(s) will be for a period of four (4) years and until any outstanding orders against the contract have been fulfilled. H-GAC may, at its option, extend the contract for up to one (1) additional one-year term. H-GAC reserves the right to extend and/or expand the scope of the contract if deemed to be in the best interest of H-GAC and subject to H-GAC Board of Directors approval.

Multiple Awards: H-GAC reserves the right to award contract(s) for line items or groups of line items, at its sole discretion. H-GAC will not make separate awards for sales in Texas and for sales outside the state of Texas. In the case of acquisitions governed by the Motor Vehicle Division, the dealer is awarded the contract in Texas, and the Manufacturer is awarded the contract outside of Texas.

No Guarantee of Usage: H-GAC makes no guarantee of volume or usage under any contract resulting from this Solicitation. Services will be requested and contracted on an as needed basis and the type and value of each assignment will vary.

6. GOAL FOR DBE CONTRACTING

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurement requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- B. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
- C. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- E. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>.

Contractor agrees to work with and assist HGACBuy Customer in meeting any small and minority businesses, women's business enterprises, and labor surplus area firms targets and goals, as may be required by any rules, processes or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a small and minority businesses, women's business enterprises, and labor surplus area entity was considered in a procurement transaction, etc.

7. SUBMISSION CONTENTS

Submissions must include the information described below. Staff resumes, and any additional forms, can be included as an appendix to the submittal and do not count towards any section page limits noted below.

7.1. Pricing

Complete Percentage Discount Table. Pricing must be provided in a percentage discount format which clearly indicates the percentage off from Manufacturer's Suggested Retail Price (MSRP) or List price that HGACBuy members would pay if purchasing from this contract. Submit the product catalog / price list. Respondents who are awarded contracts for these products/services will be required to provide HGACBuy updated comprehensive price lists for all base models and options included in the contract and will be required to provide pricing/product updates to HGACBuy throughout the entire contract period to keep the price lists and product offerings current. All pricing must be clear and easily understandable, and clearly represent the total price to acquire the products/services covered in this contract. Pricing for options must clearly show the net effect to the price of the base product if choosing such option.

Customization Categories

Complete Customization Categories Table. Respondent will complete the Customization Categories Table for those special/custom options that are not classified as "Manufacturer Standard Options", and which may be required to address custom configurations. Respondent must group these options into broad categories and include specific options they would like to price within each of these customization categories. Respondent may quote as many categories as deemed necessary to cover any customization that may be requested. Each category must be numbered and named accordingly. Include a Not to Exceed hourly rate, by title or personnel qualification, for hardware or software installation.

Any travel associated expenses that may be incurred for additional offered services must be priced separately and cannot exceed current U.S. General Services Administration established rates. For more information please visit: <https://www.gsa.gov/travel-resources>.

Note: "Unpriced/unpublished" options cannot be quoted on the Percentage Discount Table and may not be sold through this contract.

7.2. Distinguishing Services and Practices

Submit detail outlining to what extent Respondent can demonstrate and document services or practices that may serve to elevate it beyond the average/minimum standards/other Respondents and foster an atmosphere of quality and high performance in its organization. Include at least the following:

- A. Sales office locations
- B. Factory and Service Center Locations
- C. Technical and maintenance services provided after a sale, and on what basis.
- D. Warranties, policies and procedures for handling problems and returns.

- E. Customer training provided, and on what basis.
- F. Website presence and functionality available to End Users. Include any automated order entry process and/or billing and payment capability available on your website.

7.3. Geographic Areas Served

Complete the Geographic Areas Served Form.

7.4. Planned Authorized Distributors (As Applicable)

Complete the Planned Authorized Distributor Form.

7.5. Business History, Viability, Bankruptcies, and Organizational Structure

Submit Business Practices and Operations Form.

8. EVALUATION CRITERIA

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Responsiveness</p> <p>Submission must be responsive to all material requirements that will enable the evaluation committee to evaluate submissions in accordance with the evaluation criteria to make a recommendation to H-GAC officials. This includes a signed signature page by a person authorized to bind the company to any contract/purchase order that may result from this Solicitation; if subcontracting, may include the completed Small and Minority Business Affirmation Form.</p>	N/A	N/A
2.	<p>Pricing</p> <p>Price is competitive and all information is completed on the pricing table as set out in the pricing section of this solicitation. Demonstrated ability to deliver services at a reasonable cost and all elements of cost detail are provided. If offering services, reasonable total fee schedule/not to exceed hourly rates. Any travel associated expenses that may be incurred for additional offered services are priced separately and cannot exceed current U.S. General Services Administration established rates. For more information please visit: https://www.gsa.gov/travel-resources</p>	0-5 Points	40 <i>(39.6% of Total)</i>

3.	<p>Distinguishing Services and Practices</p> <p>Details outlining to what extent Respondent can demonstrate and document services or practices that elevate it beyond the average/minimum standards/other Respondents and foster an atmosphere of quality and high performance in its organization. Information provided about any awards or recognitions received for quality, customer service, etc. Include at least the following:</p> <ul style="list-style-type: none"> A. Sales office locations B. Factory and Service Center Locations C. Technical and maintenance services provided after a sale, and on what basis. D. Warranties, policies and procedures for handling problems and returns. E. Customer training provided, and on what basis. F. Website presence and functionality available to End Users. Include any automated order entry process and/or billing and payment capability available on your website. 	0-5 Points	20 <i>(19.8% of Total)</i>
4.	<p>Geographic Areas Served / Authorized Distributors</p> <p>Detailed information about geographic coverage is provided and demonstrates the ability to meet the needs of Customers throughout the United States.</p> <p>If applicable, information about dealer and service network (nationwide) is provided and describes how it will be used to promote this program and provide products/services to H-GAC members nationwide.</p>	0-5 Points	20 <i>(19.8% of Total)</i>

5.	<p>Business History, Viability, Bankruptcies, and Organizational Structure</p> <p>Completed Business Practices and Operations Form. Detailed acceptable information is provided on Respondent's history, practices, and philosophies, demonstrating the ability to effectively support this contract and HGACBuy members' needs; information is provided related to organizational structure, and includes key staff responsibilities. All licenses and certificates are satisfactory and are provided as required by the Solicitation. Details are provided on any bankruptcies, plus safety and insurance claims with which Respondent has been involved during the past three (3) years.</p>	0-5 Points	10 (9.9% of Total)
6.	<p>Past Performance</p> <p>An evaluation will be conducted of the Respondents previous contract performance as an HGACBuy contractor based on the performance measured listed below. <u>Those with no history will receive the maximum for this criterion.</u></p> <p>NOTE: For joint responses, each party will be scored as outlined above and an overall average will be taken of all companies submitting a signed signature page to determine the overall score for each joint submission.</p> <p>Performance Measures (2% each)</p> <ul style="list-style-type: none"> • Timely and accurate response to request for information and/or request for quotes/pricing • Timely delivery of product or services (as quoted at time of order placement) • Quality of products/service • Timely and accurate submission of Contractor's Activity Report • Timely payment of order processing charge 	0-5 Points	10 (9.9% of Total)

9. PRICING PROPOSAL

PERCENTAGE DISCOUNT

Pricing must be provided in a percentage discount format which clearly indicates the percentage off from Manufacturer's Suggested Retail Price (MSRP) or List price that HGACBuy members would pay if purchasing from this contract.

Category	Description	Unit of Measure	Discount (%)	No Bid
A - Equipment	Fixed/portable PSAP workstation/terminal equipment; related hard-wired/wireless telephone equipment; servers, mobile data terminal equipment; controllers, routers, installation of fiber optic cable.	Percentage		
B - Software	911 records management, Computer-Assisted Dispatch/Mapping (CAD/CAM), in-vehicle/hand-held mapping systems, ePCR (electronic patient care reporting), language interpretation, Automatic Number/Location ID (ANI/ALI), etc.	Percentage		
C - Furniture	Consoles, chairs, etc.	Percentage		
D - Other	911 related equipment, systems and services not otherwise specified.	Percentage		

CUSTOMIZATION CATEGORIES

Respondent shall provide a price range for each Category, and pricing must specify the minimum and maximum price range (\$) for that specific category. This price range will apply to all options within the category. Note: The sum of all Category Options cannot exceed 25% of the total price (Base model items + Published Options) on the H-GAC Contractor Pricing Worksheet.

Category	Customization Description	Unit of Measure	Price Minimum	Price Maximum
Example C - Furniture	**Example** Color powder coating	Price Range		

10. REQUIRED DOCUMENTS

10.1. Sig nature Page*

Please download the below documents, complete, and upload.

- [Signature Page - HGACBuy.pdf](#)

*Response required

10.2. Su mmary Letter*

This letter must include a summary of key aspects of the contractor's qualifications and must indicate the Respondent's commitment to provide the services proposed and certify that all statements and information prepared and submitted in the response to this Solicitation are current, complete, and accurate; and that the proposed products and services meet all requirements of this Solicitation. (Maximum 1 page)

*Response required

10.3. Sm all and Minority Business, Women's Business Enterprise, and Labor Surplus Affirmation*

Please download the below documents, complete, and upload.

- [Small-and-Minority-Business...](#)

*Response required

10.4. Pr oduct Catalog / Price List*

Submit the product catalog / price list.

*Response required

10.5. Dis tinguishing Services and Practices*

Submit detail outlining to what extent Respondent can demonstrate and document services or practices that may serve to elevate it beyond the average/minimum standards/other Respondents and foster an atmosphere of quality and high performance in its organization. Include at least the following:

- A. Sales office locations
- B. Factory and Service Center Locations

- C. Technical and maintenance services provided after a sale, and on what basis
- D. Warranties, policies and procedures for handling problems and returns
- E. Customer training provided, and on what basis
- F. Website presence and functionality available to End Users. Include any automated order entry process and/or billing and payment capability available on your website.

*Response required

**10.6. Ge
ographic Areas Served***

Please download the below documents, complete, and upload.

- [Geographic-Areas-Served.pdf](#)

*Response required

**10.7. Pla
nned Authorized Retailers Distributors Dealers Form***

Please download the below documents, complete, and upload.

- [Authorized-Dealer-Distribut...](#)

*Response required

**10.8. Bu
siness Practices and Operations***

Please download the below documents, complete, and upload.

- [Business Practices and Oper...](#)

*Response required

**10.9. W
arranty, Service, and Technical Manuals***

Submit detailed Warranty, Service, Technical Manuals, or other relevant information or booklets with the Response. If Respondent submits a warranty which does not meet any minimum stated requirements in the Solicitation, Respondent agrees by submission of the Response that such warranty is automatically amended to meet the minimums.

*Response required

**10.10.....Ad
dditional Information**

Submit additional information not already outlined which Respondent deems pertinent to demonstrating qualifications and/or experience to perform the services being requested such as memberships in any professional associations, documents, examples, and others.

**10.11.....Co
ntractor Status and Contact Form***

Please download the below documents, complete, and upload.

- [Contractor-Status-and-Conta...](#)

*Response required

**10.12.....Ce
rtification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion for Covered Contracts***

Please download the below documents, complete, and upload.

- [Certification-Regarding-Deb...](#)

*Response required

**10.13.....Ce
rtification Regarding Lobbying***

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Please confirm

*Response required

**10.14.....Ce
rtification Regarding Drug-Free Workplace Requirements***

The grantee certifies that it will provide a drug-free workplace by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (b) Establishing a drug-free awareness program to inform employees about— (1) The dangers of drug abuse in the workplace; (2) The grantee's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation and employee assistance programs, and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace. (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a); (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will— (1) Abide by the terms of the statement; and (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction; (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction; (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted— (1) Taking appropriate personnel action against such an employee, up to and including termination; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Please confirm

*Response required

**10.15.....Fili
ng Reports Form 1295 Certificate of Interested Parties***

Please download the below documents, complete, and upload. Download a blank Form here:

<https://www.ethics.state.tx.us/filinginfo/1295/>

- [1295.pdf](#)

*Response required

**10.16..... Co
nflict of Interest Questionnaire***

Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. H-GAC officers include its Board of Directors and Executive Director, who are listed on the H-GAC website.

Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists. The required questionnaire and instructions are located on the Conflict of Interest page on the Texas Ethics Commission website. <https://www.ethics.state.tx.us/forms/conflict/>

Please confirm to acknowledge that the form will be filed if applicable.

- Please confirm

*Response required

**10.17..... No
Excluded Nation or Foreign Terrorist Organization Certification***

Please download the below documents, complete, and upload.

- [No-Excluded-Nation-Foreign-...](#)

*Response required

**10.18..... HB
89 SB52 Prohibition on Contracts with Companies Boycotting Israel Verification Form***

Please download the below documents, complete, and upload.

- [HB89-SB52-Verification-Form...](#)

*Response required

**10.19..... Sol
icitation Terms and Conditions Confirmation***

By submitting a response to this Solicitation, respondent agrees that it has read and fully intends to comply with the terms and conditions of this solicitation as applicable to any subsequent contract or funding agency requirements or agreements. Exceptions to these Terms and Conditions are not permitted. Please view the full Terms and Conditions located in the attachments.

- Please confirm

*Response required

11. EVALUATION / SELECTION / TIE BIDS

Evaluation: An evaluation committee may consist of representatives from H-GAC and other stakeholders. The committee members will individually evaluate and numerically score each submission in accordance with the evaluation criteria section of this Solicitation.

Selection: Submissions will be evaluated based on a total top score of 100. The committee members will individually evaluate and numerically score each submission in accordance with the evaluation criteria section of this Solicitation. Respondents with a score of at least **75** may be eligible for a contract award recommendation, at the sole discretion of H-GAC.

Tie Bids: H-GAC may award a contract for tie bids by drawing lots or by awarding to multiple contractors. If time permits, the bidders involved shall be given an opportunity to attend the drawing. The drawing must be witnessed by at least three (3) persons and the contract file must contain the names and addresses of the witnesses and the person supervising the drawing. When an award is made by drawing by lot after receipt of equal low bids, the buyer must describe how the tie was broken by providing a written statement that the contract award was made in accordance with the circumstances justifying the priority used to break the tie or select bids for a drawing by lot. This does not prohibit H-GAC from rejecting all bids.

12. INQUIRIES / CLARIFICATIONS / MODIFICATIONS / SUBMISSION

Inquiries: Respondents must submit questions by the Questions deadline, any questions received after the deadline will not be answered. Telephone inquiries will not be accepted. H-GAC will respond as completely as possible to each question. Questions and answers will be posted as soon as available. The names of respondents who submit questions will not be disclosed.

Clarifications: All clarifications to this Solicitation will be in writing and identified as a Letter of Clarification/Addenda. Verbal communications and other written documents intended to clarify and interpret will not legally bind H-GAC. Only information supplied by a Letter of Clarification/Addenda should be used in preparing a response. H-GAC does not assume responsibility for the receipt of any Letters of Clarification/Addenda by Respondent(s). Respondents must periodically check for updates.

Modifications: Each Respondent must carefully examine all Solicitation documents and become thoroughly familiar with all requirements prior to submission to ensure the response meets the intent of this Solicitation. Respondent is responsible for making all investigations and examinations that are necessary to ascertain conditions affecting the requirements of this Solicitation. Failure to make such investigations and examinations will not relieve the Respondent from obligation to comply, in every detail, with all provisions and requirements of the Solicitation.

Respondents may modify submissions that have already been submitted by providing a written modification to H-GAC. However, no submissions may be modified after the deadline.

Submission: Recording of proposal submission time and date will occur via OpenGov. Submissions uploaded after the deadline will not be accepted or opened. Responses may be submitted any time prior to the submission deadline. To satisfy any required public opening, H-GAC will post only the names of the companies which submitted responses to the H-GAC website (<http://www.h-gac.com/procurement>) as soon as possible after the closing date.

13. PRESENTATION / DEMONSTRATION / INTERVIEW AND BEST AND FINAL

Presentation / Demonstration / Interview: The evaluation committee reserves the right to request and require that each Respondent provide a final presentation/demonstration/interview regarding submission at a scheduled date and time. No Respondent is entitled to this opportunity, and no Respondent will be entitled to attend the presentation/demonstration/interview of any other Respondent. The purpose of the presentation/demonstration/interview is to inform the work of the evaluation committee. If necessary, Respondents may be required to make more than one presentation/demonstration/interview. Interviews can incorporate clarifying questions of the evaluation committee and H-GAC reserves the right to utilize the information to complete final scoring of proposals after the presentation/demonstration/interview. During this process, the proposer cannot incorporate, or present new information not contained in the original submitted proposal.

Best and Final Offer (BAFO): H-GAC reserves the right to request a Best and Final Offer from finalist Respondent(s), if it deems such an approach necessary. In general, BAFO would consist of updated costs and answers to specific questions that were identified during the evaluation. If H-GAC chooses to invoke this option, Submissions would be re-evaluated by incorporating the information requested in the BAFO document, including costs, and answers to specific questions presented in the document. The specific format for the BAFO would be determined during evaluation discussions. Turnaround time for responding to a BAFO is usually brief (i.e., five (5) business days).

14. APPROVAL / FINAL AND POST AWARD

A recommendation will be presented to the H-GAC Board of Directors for approval to execute a contract. H-GAC reserves the right to award based on the best interests of H-GAC, whether that be single or multiple awards. However, the final approval and selection of award lies with the Board of Directors. H-GAC reserves the right to delay that date as needed and to reject any and all submissions as deemed in its interest.

H-GAC reserves the right to require the awarded Contractor attend a post award meeting with H-GAC staff and/or other designated persons at H-GAC offices in Houston, Texas within thirty (30) calendar days after the award. The purpose of the meeting will be to discuss the terms and conditions and to provide additional information regarding the work tasks and requirements.

15. DEBRIEF / PROTEST

Requesting a Debrief: Requests for a debriefing must be made in writing to HGACBuySolicitations@h-gac.com within five (5) working days after notification of non-selection. H-GAC reserves the right to not conduct debriefings if requests are made after that time. This procedure is NOT available to Respondents who did not participate in the selected Solicitation, to non-responsive or non-timely Respondents, or when all submissions are rejected.

Resolution of Protested Solicitations: Any Respondent who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement, and up to five (5) days after the H-GAC Board of Directors public agenda is posted for action regarding the questioned item. Grievances filed more than five (5) working days after action by the H-GAC Board of Directors will not be deemed timely and will not be considered. In order for a Respondent to enter the grievance process, a written complaint must be sent to the Deputy Assistant Director of H-GAC by certified mail and sent to 3555 Timmons Lane, Houston, Texas 77027, which includes the following:

- A. Name, mailing address and business phone number of the complainant.
- B. Appropriate identification of the procurement being questioned.
- C. A precise statement of the reasons for the protest.
- D. Supporting exhibits, evidence, or documents to substantiate any claims.

The grievance must be based on an alleged violation of H-GAC's Procurement Procedures, a violation of State or Federal Law (if applicable), or a violation of applicable grant or contract agreements to which H-GAC is a party. Failure to receive a procurement award from H-GAC in and of itself does not constitute a valid grievance. Upon receipt of grievance, the Deputy Executive Director will initiate the informal resolution process.

The Procurement and Contracts Department will contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from the date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Deputy Executive Director of the resolution with specifics on each point addressed in the original complaint.

If the Procurement and Contracts Department is not successful in resolving the allegations, the complaint, along with the comments, will be forwarded to the Deputy Executive Director immediately. The Deputy Executive Director will review all documentation. All interested parties will be given written notice of the date, time, and place of hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

The complainant may appeal the Deputy Executive Director's decision by submitting a written appeal, within five (5) working days, to the Executive Director of H-GAC. The Executive Director, upon receipt of a written notice of appeal, will contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of H-GAC has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer will conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee will be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The Respondent may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction.



All Service Controls Corp.
2897 Stevens Street
Oceanside, New York 11572

Hello,

Enclosed is your **Certificate of Contractor Registration**. Please keep this document as proof of your registration.

This Certificate is valid for two (2) years, unless revoked or suspended.

If you bid or commence work on a public work project or covered private project without being properly registered, you may be subject to a civil penalty and denial of your registration application pursuant to NYS LL § 220-I(8).

If your registration or a subcontractor's registration lapses while performing contracted work on a covered project, the work for that project may be completed.

If you are determined unfit and your certificate is revoked or suspended, then a monitor approved by the Commissioner must be appointed to oversee the completion of the work at your expense.

If your certificate is to be suspended or revoked for any reason, you will receive a notice and an opportunity to contest at a hearing prior to the suspension or revocation taking effect.

Please note that any subcontractors or independent contractors you hire to work on a public work or covered private construction project must obtain their own Certificate of Contractor Registration to perform such work.

If you allow a subcontractor or independent contractor to perform work on a public work or covered private project without being properly registered, you and the other contractor may be subject to a civil penalty and revocation/suspension/denial of your registration pursuant to NYS LL § 220-I(8).

Any project where work is performed in violation of Contractor Registration requirements, or any provisions of NYS Labor Law Article 8, is subject to the issuance of a Stop Work Order, pursuant to NYS LL § 224-B.

A handwritten signature in black ink that reads "Shaun McCready".

Shaun McCready
Director of Public Work &
Prevailing Wage Enforcement



DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and
Covered Private Construction Projects in the State of New York,
Subject to the Prevailing Wage Requirements of
NYS Labor Law Article 8

All Service Controls Corp.

2897 Stevens Street

Oceanside, New York 11572

Phone Number: 5167643473

Registration Number: 25-641LJ-CR

Date of Issue: 2025-02-05

Expiration Date: 2027-02-05

(This license is valid only for the contractor named above)



Roberta Reardon
Commissioner
New York State Department of
Labor



Quotation

PROJECT #:	PN-10779-01	Option: 3
REVISION:	B	
PROJECT NAME:	City of Long Beach Police Department Communications Center	

russbassett
 Russ Bassett Corporation
 8189 Byron Road Whittier, CA 90606
 Tel: 800.350.2445 Fax: 562.698.8972
www.russbassett.com

QUOTE DATE:	4/29/2025	SALES EXECUTIVE:	John Wegley
EXPIRATION DATE:	7/28/2025	ADDRESS:	8189 Byron Rd Whittier, CA 90606
CUSTOMER:	City of Long Beach Police Department	PHONE:	(814) 528-4459
CONTACT:	Christopher Larocca	EMAIL:	jwegley@russbassett.com
ADDRESS:	1 W Cherst St Long Beach, NY 11561		
PHONE:	732-695-9590		
EMAIL:	clarocca@techenvironments.net		

10425

QTY	PART NUMBER	DESCRIPTION	HGAC	Buy PRICE	EXTENDED
AREA: 1				AREA 1 TOTAL:	\$ 35,426.00
2	WAC-PWR-POLE-TC-84	Power Pole, Top Cap Mount, 84"	\$	193.78	\$ 387.56
4	WAC-PAN-0718	7" PC Pan for 7" Wall, 18" Long	\$	55.78	\$ 223.12
1	WAC-FWL-SW-B	Footwell Light, Slatwall Console, Blue	\$	138.00	\$ 138.00
3	WAC-CO-6D	Convenience Outlet Plate, 6 Data Ports	\$	86.83	\$ 260.49
2	WAC-AMB-SW-L-72-B	Ambient Light, Slatwall, Linear, 72", Blue	\$	207.58	\$ 415.16
1	WAC-AMB-SW-L-54-B	Ambient Light, Slatwall, Linear, 54", Blue	\$	173.08	\$ 173.08
2	FWS-SLS-3672-N-W	Work Surface, Linear Sit-Stand, Inset, Single Lift, 36D x 72L	\$	783.73	\$ 1,567.46
1	FWS-SLS-3654-N-W	Work Surface, Linear Sit-Stand, Inset, Single Lift, 36D x 54L	\$	635.38	\$ 635.38
1	FWS-FRE-3636-W	Work Surface, Rectangle, 36D x 36L	\$	602.03	\$ 602.03
1	FWS-FRE-3618-W	Work Surface, Rectangle, 36D x 18L	\$	453.68	\$ 453.68
2	FTC-0772-S-S	Flex Top Cap, 7D x 72W, Solid, Square	\$	194.35	\$ 388.70
1	FTC-0754-S-S	Flex Top Cap, 7D x 54W, Solid, Square	\$	173.65	\$ 173.65
1	FTC-0742-S-S	Flex Top Cap, 7D x 42W, Solid, Square	\$	159.85	\$ 159.85
1	FTC-0736-S-S	Flex Top Cap, 7D x 36W, Solid, Square	\$	152.38	\$ 152.38
1	FTC-0718-PP-S	Flex Top Cap, 7D x 18W, Power Pole Receiver, Square	\$	224.25	\$ 224.25
1	FTC-0712-PP-S	Flex Top Cap, 7D x 12W, Power Pole Receiver, Square	\$	207.58	\$ 207.58
1	FSW-07-5442-EMT-SSP	Flex Wall, 07D, 54L x 42H, Empty Side A, Sit-Stand Powder Side B	\$	460.00	\$ 460.00
1	FSW-07-3642-EMT-SWN	Flex Wall, 07D, 36L x 42H, Empty Side A, Slatwall Side B	\$	466.33	\$ 466.33
4	FSW-07-3642-EMT-SSP	Flex Wall, 07D, 36L x 42H, Empty Side A, Sit-Stand Powder Side B	\$	418.60	\$ 1,674.40
1	FSW-07-1842-EMT-SWN	Flex Wall, 07D, 18L x 42H, Empty Side A, Slatwall Side B	\$	424.93	\$ 424.93
2	FSS-LS-72	Flex Sit-Stand, Linear, 72W, Single Lift	\$	3,966.93	\$ 7,933.86
1	FSS-LS-54	Flex Sit-Stand, Linear, 54W, Single Lift	\$	3,750.73	\$ 3,750.73
1	FPT-363628-PD-L-N-F	Flex Technology Pedestal, 36D x 36W x 28H, Pair of Doors, No Lock, Fixed S	\$	680.80	\$ 680.80
1	FPT-361828-LD-L-N-F	Flex Technology Pedestal, 36D x 18W x 28H, Left Swing, No Lock, Fixed She	\$	461.15	\$ 461.15
1	FEC-FH-0742-L	Flex End Cap, Fixed Height, 7" Wall, 42"H, Lam	\$	276.00	\$ 276.00
2	FEC-ASL-0742-R-L	Flex Right End Cap, Linear, Single Lift Sit-Stand, 7" Wall, 42"H, Lam	\$	362.25	\$ 724.50
1	FEC-ASL-0742-L-L	Flex Left End Cap, Linear, Single Lift Sit-Stand, 7" Wall, 42"H, Lam	\$	362.25	\$ 362.25
2	FBP-3642-SPS	Flex Back Panel, 36W x 42H, Solid, Powder, Square	\$	238.05	\$ 476.10
1	DAC-PCS-FLX	Flex Personal Comfort System, Heat & Air	\$	1,500.18	\$ 1,500.18
2	DAC-PCS-FLX	Flex Personal Comfort System, Heat & Air	\$	1,500.18	\$ 3,000.36
8	DAC-MA-11-SW-75E-HD	Monitor Arm, Fully Articulating, 1 Over 1, Weight Range 10-40 lbs	\$	500.25	\$ 4,002.00

Quotation

PROJECT #:	PN-10779-01	Option: 3
REVISION:	B	
PROJECT NAME:	City of Long Beach Police Department Communications Center	

russbassett
 Russ Bassett Corporation
 8189 Byron Road Whittier, CA 90606
 Tel: 800.350.2445 Fax: 562.698.8972
www.russbassett.com

QTY	PART NUMBER	DESCRIPTION	HGACBuy PRICE	EXTENDED
3	DAC-LED-DA-SW	Dimmable LED Task Light - Double Arm, Slatwall Mount	\$ 317.40	\$ 952.20
3	DAC-CUPHLDR-US-R	Cup Holder, Under Surface, Rotating	\$ 114.43	\$ 343.29
14	DAC-CO-USB	USB-A 3.0 Keystone - Coupler (Includes 15' Extension)	\$ 41.98	\$ 587.72
3	DAC-CO-CHRG-A-C	Charging Station Keystone, USB A - C	\$ 132.25	\$ 396.75
3	DAC-AMB-PWR	Ambient Light Power Supply W/ Splitter	\$ 55.78	\$ 167.34
3	DAC-AMB-DMR-S	Ambient Light Dimmer Switch, Slatwall	\$ 207.58	\$ 622.74

HGACBuy Contract #: EC07-23 (911 Equipment & Emergency Notification Software and Services). Effective Dates 8/1/2023 - 6/30/25.

Prices shown herein are Net (discount applied) unless otherwise noted.

Product Total: \$ **35,426.00**

Delivery Services: \$ 5,750.00

Russ Bassett Installation Services includes Prevailing Wage: \$ 9,200.00
 Reinstallation of Zetron MAX Radio Console and Motorola E911 System: \$ 8,000.00

Total Due \$ **58,376.00**

City of Long Beach, New York



Request for Bids

**IMPORTANT: SEE "NOTICE TO BIDDERS" AND "INSTRUCTIONS TO BIDDERS" CLAUSES HEREIN.
BIDS MAY BE SENT TO ADDRESS LISTED BELOW ONLY.
(Fax and/or E-Mail Bid Submissions Will NOT Be Accepted)**

BID OPENING INFORMATION		NAME OF BID:	
Date: March 27, 2025	Time: 11:00 a.m.	Automotive Batteries	
INVITATION FOR BIDS NUMBER: CLB100-2025	Specification Reference: As Incorporated in the Request For Bids		
CONTRACT PERIOD: The term of this contract will be one (1) year with an option to renew for one (1) additional year.			
The bid must be fully and properly executed by an authorized person. <i>By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this REQUEST FOR BIDS, City Of Long Beach, New York General Conditions, and that all information provided is complete, true and accurate.</i>			
Legal Business Name of Company Bidding:		Bidder's Federal Tax Identification #: (Do Not Use SS#)	
D/B/A - Doing Business As (if applicable):			
Street	City	State	Zip
If you are not bidding, place an "x" in the box and return this page only. <input type="checkbox"/> WE ARE UNABLE TO BID AT THIS TIME BECAUSE _____.			
Bidder's Signature: _____		Printed or Typed Name: _____	
Title: _____		Date: _____	
Phone: () - ext. ()		E-mail Address: _____	
Fax: () -		Company Web Site: _____	



CITY OF LONG BEACH

Purchasing Department

Room 509

1 West Chester Street

Long Beach, New York 11561

Request for Sealed Bids

This Bid Contains the Following:

Notice to Bidders/Proposers

Instructions to Bidders/Proposers

Bid Specifications/Items List

General Conditions

Bidders' Qualifications Statement

(Includes bidders' statement, non-collusion statement, insurance forms, etc.)

City Manager

Daniel Creighton.

City Council

Brendan Finn, President

Christopher Fiumara, Vice President

John D. Bendo

Roy Lester

Michael Reinhart

Corporation Counsel

Frank Dikranis, Esq.

CITY OF LONG BEACH • PURCHASING DEPARTMENT

1 WEST CHESTER STREET • LONG BEACH, NY 11561 • (516) 431-1006 (P) • (516) 431-1839 (F)

PURCHASING@LONGBEACHNY.GOV • WWW.LONGBEACHNY.GOV

IMPORTANT NOTE TO POTENTIAL BIDDERS: Receipt of these bid documents does not indicate that the City of Long Beach has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the bid opening and will be based on our evaluation of your bid submission compared to the specific requirements and qualifications contained in these bid documents.

NOTICE TO BIDDERS

SEALED BIDS will be received by the Purchasing Agent of the City of Long Beach, in Room 509, 1 West Chester Street, Long Beach, New York 11561, **on the 27th day of March, 2025, at 11:00 AM**, at which time they will be publicly opened and read and the Contract awarded as soon thereafter as practicable for:

Automotive Batteries

The public will have an opportunity to see and hear the bid opening live at:

<https://www.youtube.com/c/cityoflongbeachNYOFFICIAL>

Bids may be mailed or delivered to the Purchasing Agent, City of Long Beach, 1 West Chester Street, Room 509, Long Beach, New York 11561, provided the Bid is actually received by the Purchasing Department prior to the time of public opening.

All Bids must be sealed and submitted in an envelope with the **Identification Label** provided in the Bid Documents affixed to the front of the envelope.

All BIDDERS MUST complete the required Bidder's Disclosure Statement, Non-Collusion Declaration, and must provide a copy of the required Statement of Financial Conditions, even if a Bidder is currently executing work for the City of Long Beach.

It is the policy of the City of Long Beach to encourage the participation of DBE and M/WBE; by bidding on this project, the contractor acknowledges its understanding and support of this policy and pledges to fully cooperate with the City in meeting the requirements as set forth in the bidding and contract documents.

The City reserves the absolute right to reject any and all Bids, and to waive any informalities therein.

A Bid/Proposal submitted by a bidder who is not in full compliance with the provisions of the City of Long Beach, City Code at the time of submission will be denied.

The City will not accept Bids from, nor award a Contract to, anyone who cannot prove to the satisfaction of the City that the bidder has sufficient experience and/or is financially able and organized to successfully comply with the requirements set forth herein.

DANIEL CREIGHTON
CITY MANAGER

DATED: Long Beach, New York
March 11, 2025

INSTRUCTIONS TO BIDDERS

ITB-1 BID PREPARATION

Prepare your bid/proposal on this form using indelible ink. One copy of the bid is required, unless otherwise specified herein.

ITB-2 BID DOCUMENTS

Failure to fully comply with any of the requirements or instructions contained within the bid document may constitute sufficient cause for rejection of the Bid/Proposal. Such rejections will be subject to the discretion of the Purchasing Agent.

Invitations for Bids will consist of the following documentary components:

- a. Notice to Bidders
- b. Instructions to Bidders
- c. General Conditions
- d. Standard Specifications (as defined in General Conditions)
- e. Proposal Form
- f. Bidder's Qualifications Statement
- g. Addendum to Bid Documents

Invitations for Bids Involving Public Work or Building Services Pursuant to Articles 8 and 9 of the New York State Labor Law (as specified in the Proposal Form) will also include the following documentary component:

- a. New York State Department of Labor Wage Rate Schedule(s).

ITB – 3 EXAMINATION OF BID DOCUMENTS AND FAMILIARITY WITH SITE

BEFORE SUBMITTING A BID/PROPOSAL, ALL BIDDERS ARE ADVISED TO CAREFULLY EXAMINE THE BID DOCUMENTS; WHERE THE CONTRACT IS FOR PUBLIC WORK OR INSTALLATION THE BIDDER IS ADVISED TO VISIT THE SITE OF THE PROPOSED WORK TO BECOME COGNIZANT OF CONDITIONS AND LIMITATIONS ASSOCIATED WITH FULFILLING REQUIREMENTS OF THE BID DOCUMENTS, INCLUDING BUT NOT LIMITED TO PLANS AND SPECIFICATIONS.

Pleas of ignorance or misunderstanding of conditions that exist, or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of negligence by failing to make the necessary examinations and investigations as may be expected of a reasonably prudent Bidder, will NOT be accepted as grounds for any excuse on the part of a Contractor to fulfill in every respect all of the requirements of the Bid Documents, nor will such excuses be accepted by the City as a basis for any claims whatsoever for extra compensation, or for an extension of Contract completion time.

ITB-4 INTERPRETATION OF BID DOCUMENTS

If any prospective Bidder is unsure of, or has any reservations about, the precise and true meaning of any written or drawn material contained within any of the Bid Documents, or finds apparent discrepancies therein, or possible omissions therefrom, he/she shall promptly submit to the Purchasing Agent, a written request, fully describing the material in question, for an interpretation, explanation or revision thereto. The response to each request for clarification will be made only by an Addendum to the Bid Documents. Neither the City nor the Purchasing Agent may be held responsible or liable for any other explanations or interpretations of these Bid Documents.

ITB-5 ADDENDUM TO BID DOCUMENTS

CITY OF LONG BEACH • PURCHASING DEPARTMENT

1 WEST CHESTER STREET • LONG BEACH, NY 11561 • (516) 431-1006 (P) • (516) 431-1839 (F)

PURCHASING@LONGBEACHNY.GOV • WWW.LONGBEACHNY.GOV

Any Addendum issued during the bidding period shall become an integral part of the Bid Documents and shall be incorporated in the Bidder's Bid/Proposal. All Addendum shall be acknowledged in the Bidder's Bid/Proposal, by entering the title, date and signature of the person signing the Bid/Proposal.

ITB-6 MODIFICATIONS TO BID DOCUMENTS

Bids/Proposals shall not take exception to, or request modifications for, any item described in the Bid Documents. Oral Bids/Proposals will not be considered.

ITB-7 RIGHTS OF CITY COUNCIL

The City Council reserves the right to reject any and all Bids/Proposals and to waive any informalities in the Bids/Proposals received, and to accept the Bid/Proposal most favorable to the interests of the City, after all Bids have been analyzed, checked and verified.

ITB-8 TAX EXEMPTION

The Owner is exempt from payment of Sales and Compensating Use Taxes of the State of New York and of cities and counties on all materials and supplies sold to the City pursuant to the provisions of this Contract. These taxes are not to be included in Bids/Proposals.

ITB-9 FORM OF BID/PROPOSAL

EACH BID/PROPOSAL MUST BE MADE ON THE "PROPOSAL FORM" ATTACHED HERETO AND SHALL REMAIN ATTACHED HERETO AS ONE OF THE BID DOCUMENTS AND SHALL BE SUBMITTED IN A SEALED ENVELOPE BEARING THE NAME OF THE BID, BID NUMBER, AND THE NAME OF THE BIDDER.

THE CITY HEREBY RESERVES THE ABSOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT IS NOT MADE ON THE "PROPOSAL FORM".

ITB-10 DELIVERY OF BIDS/PROPOSALS

BIDS/PROPOSALS MUST BE DELIVERED BY THE TIME AND TO THE PLACE STIPULATED IN THE ADVERTISEMENT. IT IS THE SOLE RESPONSIBILITY OF THE BIDDER TO SEE THAT HIS BID/PROPOSAL IS RECEIVED IN THE PROPER TIME. ANY BIDS/PROPOSALS RECEIVED AFTER THE SCHEDULED CLOSING TIME FOR RECEIPT OF BIDS/PROPOSALS SHALL BE RETURNED TO THE BIDDER/PROPOSER UNOPENED.

ITB-11 CORRECTIONS TO BIDS/PROPOSALS

Erasures or other corrections in the Bid/Proposal must be initialized by the person signing the Bid/Proposal.

ITB-12 WITHDRAWAL OF BIDS/PROPOSALS

Any Bidder may withdraw his/her Bid/Proposal, either personally, or by telegraphic or written request, if such a request is received by the Purchasing Agent at any time during normal working hours prior to the scheduled closing time for receipt of Bids/Proposals. If a Contract is not awarded within 45 calendar days after opening of the Bids, all Bids will be considered to have been rejected for cause, unless, at the City's request the low Bidder agrees to hold his Bid valid for an additional stipulated length of time.

ITB-13 MULTIPLE BID/PROPOSAL SUBMITTALS

Any person, firm or corporation will not be permitted to make more than one Bid/Proposal for the product or service. If a person is a partner, officer or director of more than one firm interested in bidding for the product or services, only one of the firms may submit a Bid/Proposal.

ITB-14 NON-COLLUSIVE BIDDING CERTIFICATION

In accordance with § 103-d of the General Municipal Law, by submission of this Bid/Proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

- a) 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;
- b) Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

ITB-15 QUALIFICATIONS OF BIDDERS

A BIDDER'S QUALIFICATIONS STATEMENT IS REQUIRED. The forms attached hereto indicate all the information required. Each Bidder shall be responsible for submitting his current Disclosure Statement with his Bid/Proposal. The City retains the right to investigate, verify the information submitted in the Disclosure Statement, and interview all bidders prior to award of the Contract. THE CITY HEREBY RESERVES THE ASBOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT DOES NOT INCLUDE A DISCLOSURE STATEMENT.

ITB- 16 IDENTIFICATION LABEL

To properly expedite the receipt and processing of bids submitted, the following "Identification Label" must be affixed to the outer envelope of the sealed bid. Bids shall be delivered by U.S. Mail, public carrier (e.g. UPS, FedEx), or by hand. THE CITY HEREBY RESERVES THE ASBOLUTE RIGHT TO REJECT ANY BID THAT DOES NOT CONFORM TO THIS SECTION.

SEALED BID ENCLOSED
City of Long Beach
Purchasing Department
Bidder's Name: _____ _____
Bid Number: <i>CLB100-2025</i>
Bid Name: <i>Automotive Batteries</i>
Due Date: <i>March 27, 2025</i>

INTENT

It is the intent of the City of Long Beach (the “City”) to solicit bids to provide automotive batteries for various City vehicles on an as-needed basis

Upon award, the City shall issue blanket orders to each of the awarded vendors under this contract. Any single purchase that exceeds \$1,000.00 shall not be considered part of this contract and will be subject to the City’s Procurement Policy and General Municipal Law §103, whichever is in the best interest of the City. Further, the City may make multiple awards for these supplies.

GENERAL

Any additions, deletions or variations from the following specifications must be noted and explained in detail.

The City of Long Beach reserves the right to reject any or all bids, to waive all formalities on same and to accept those bids which are to the best interest of the City of Long Beach.

Any changes to these specifications after signing of contract shall be by written agreement of both the bidder and the City of Long Beach.

The City reserves the right to make multiple awards to vendors.

No additional charges are to be added.

No delivery charges will be accepted.

These specifications, with approved “Exceptions”, if any, shall become an integral portion of the successful bidder’s contract.

DETAILED SPECIFICATIONS

A. Passenger Car & Light Commercial Use Batteries:

Battery case must be made of polypropylene or an equally strong impact resistant material to enable cell walls to be thinner to allow for more plates. Plate height must be a minimum of 5” and the plate thickness must be a minimum of .100”. The battery must be capable of producing high voltage over a wide temperature range.

B. Commercial Use & Heavy Duty Batteries:

Battery must have solid, epoxy sealed, one (1) piece cover to eliminate acid seepage with inter-call connector construction for high cranking voltage. The battery shall have fiberglass insulation to prevent rapid shedding of material from plates and reduce damage from vibration. All elements shall be permanently anchored to bottom of container to further reduce vibration damage.

INVOICES

Invoices, vouchers, packing slips and any correspondence shall include the following: date/time,

CITY OF LONG BEACH • PURCHASING DEPARTMENT

1 WEST CHESTER STREET • LONG BEACH, NY 11561 • (516) 431-1006 (P) • (516) 431-1839 (F)

PURCHASING@LONGBEACHNY.GOV • WWW.LONGBEACHNY.GOV

description of item, the City Department making the purchase, and, if applicable, the name of the City employee picking up the item.

All invoices shall be submitted for payment to:

City of Long Beach
1 West Chester Street
Long Beach, NY 11561

PAYMENT

The vendor(s) shall accept Blanket Purchase Orders from the City and bill on a monthly basis. The vendor(s) shall NOT accept cash payment for any item.

GUARANTEE

The vendor(s) warrants and guarantees the equipment and supplies herein specified, including all associated materials furnished against any defects in design, workmanship and materials.

PRICING & BID AWARD

Bidders **must submit their bid** based upon the Discount from their List Price that is in effect at the time and date of the bid opening. The discount shall remain in effect throughout the term of the contract and any subsequent renewal(s). ***Manufacturers latest Price List must be submitted with bid response.***

TERM

The term of this contract will be for one (1) year with the option to renew such contract for one (1) additional one (1) year period, at the sole discretion of the City of Long Beach, and under mutually agreeable terms and conditions

BIDDING

Please ensure that the bid pricing is all inclusive. No delivery charges will be accepted. The City will not contract or pay for any amounts above the bid pricing.

The City of Long Beach reserves the right to reject any or all bids, to waive all formalities on same and to accept those bids which are to the best interest of the City.

GENERAL CONDITIONS

1. APPLICABILITY The terms and conditions set forth in this section entitled General Conditions are expressly incorporated in and applicable to the resulting procurement contracts let by the City of Long Beach where incorporated by reference in its Bid Documents. Captions are intended as descriptive and are not intended to limit or otherwise restrict the terms and conditions set forth herein.

2. GOVERNING LAW This procurement, the resulting contract and any purchase orders issued hereunder shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise, and actions or proceedings arising from the contract shall be heard in a court of competent jurisdiction in the State of New York.

3. NO ARBITRATION Disputes involving this procurement, the resulting contract, including the breach or alleged breach thereof, and any purchase orders issued hereunder may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

4. ETHICS COMPLIANCE All Bidders/Contractors and their employees must comply with the requirements of Section 18 of the Charter of the City of Long Beach, other New York State codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving the City of Long Beach and/or its employees. Failure to comply with those provisions may result in disqualification from the Bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

5. CONFLICT OF TERMS Unless otherwise set forth in the procurement or contract documents, conflicts among documents shall be resolved in the following order of precedence:

(A) Contract and other writing(s) setting forth the final agreements, clarifications and terms between the Bid Documents and Contractor's Bid. In the latter circumstance, clarifications must specifically note in writing what was offered by the Contractor and what was accepted by the City of Long Beach. If not, such

clarifications shall be considered last in the order of precedence under this paragraph.

- (1) General Conditions.
- (2) Bid Specifications.
- (3) Bid Documents.
- (4) Contractor's Bid.

6. DEFINITIONS

AWARD is the decision of the City to accept the Bid/Proposal of the lowest responsive, responsible Bidder/Contractor for the procurement included in these Bid Documents. An award letter will be issued by the City informing the Contractor that its bid was accepted.

BID DOCUMENTS Writings by the City setting forth the scope, terms, conditions and technical specifications for procurement. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotation (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions contained therein or incorporated by reference.

BID OR PROPOSAL An offer or proposal submitted by a Bidder to furnish a described product or a solution, perform services or means of achieving a practical end, at a stated price for the stated Contract term. As required by the Bid Documents, the Bid or proposal may be subject to modification through the solicitation by the City of best and final offers during the evaluation process prior to recommendation for award of the Contract.

BIDDER/OFFERER Any individual or other legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) which submits a Bid in response to a Bid Solicitation. The term Bidder shall also include the term "offeror." In the case of negotiated Contracts, "Bidder" shall refer to the "Contractor."

BID SPECIFICATION A written description drafted by the City setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a commodity or construction item, any description of the work to be performed, Products to be provided,

the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed Contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work.

CONTRACT The writing(s) which contain the agreement of the City and the Bidder/Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law.

CONTRACT DOCUMENTS consist of the Contract or Purchase Order made between the City and the Bidder/Contractor (hereinafter the Agreement), General Conditions, Bid Specifications, Bid Documents, including among others the Notice to Bidders, Instructions to Bidders, any Schedule of Bid Prices, any Addendum to Bid Documents issued prior to execution of the Contract, Bidder's Qualification Statement, Bidder's Proposal (including non-collusive bidding statement), contract or purchase order(s) issued, Insurance and Indemnity Certification, Bid Bond(s) (where required), Performance Bond(s), Materials & Labor Bond(s) (where required), or Maintenance Bond (where required), any New York State Department of Labor Wage Rate Schedule(s) (for public work or building services as defined by Articles 8 and 9 of the New York State Labor Law), any additional Documentation required for contract execution, any supplemental agreements issued during the course of the Contract, and/or Modifications issued after execution of the Contract. A Modification is: (1) a written amendment to the Contract signed by both parties including but not limited to work change orders or changes to purchase orders.

COMPTROLLER Comptroller of the City of Long Beach.

CONTRACTOR Any successful Bidder(s) to whom a Contract has been awarded by the City.

DOCUMENTATION The complete set of manuals (e.g., user, installation, instruction or diagnostic manuals) in either hard or electronic copy, which are necessary to enable the City to properly test, install, operate and enjoy full use of the Product.

MULTIPLE AWARD A determination and award of a Contract in the discretion of the Purchasing Agent to

more than one responsive and responsible Bidder who meets the requirements of a specification, where the multiple award is made on the grounds set forth in the Bid Document in order to satisfy multiple factors and needs of the City (e.g., complexity of items, various manufacturers, differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, geographic location or other pertinent factors).

PRODUCT A deliverable under any Bid or Contract which may include commodities, services and/or technology, including software.

PURCHASING AGENT Purchasing Agent of the City of Long Beach or her authorized representative

PURCHASING DEPARTMENT shall mean the City of Long Beach, Purchasing Department.

PURCHASE ORDER The City's fiscal form or format that is used when making a purchase (e.g., Claim Form, formal written Purchase Order, electronic Purchase Order, or other authorized instrument).

SINGLE SOURCE A procurement where two or more Bidders can supply the required Product, and the Purchasing Agent may award the contract to one Bidder over the other.

SITE The location (street address) where Product will be executed or services delivered.

SOLE SOURCE A procurement where only one Bidder is capable of supplying the required Product.

SUBCONTRACTOR Any individual or other legal entity, (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) that has entered into a contract, express or implied, for the performance of a portion of a Contract with a Contractor.

CITY shall mean the City of Long Beach, Nassau County, New York.

CORPORATION COUNSEL City Attorney of the City of Long Beach.

CITY COUNCIL shall mean the council members

duly elected by the residents of the City of Long Beach, Nassau County, New York.

BID SUBMISSION

7. BID OPENING Bids may, as applicable, be opened publicly. The Purchasing Agent reserves the right at any time to postpone or cancel a scheduled Bid opening.

8. BID SUBMISSION All Bids are to be packaged, sealed and submitted to the location stated in the Bid Specifications. Bidders are solely responsible for timely delivery of their Bids to the location set forth in the Bid Specifications prior to the stated Bid opening date/time.

A Bid return envelope, if provided with the Bid Specifications, should be used with the Bid sealed inside. If the Bid response does not fit into the envelope, the Bid envelope should be attached to the outside of the sealed box or package with the Bid inside. If using a commercial delivery company that requires use of their shipping package or envelope, Bidder's sealed Bid, labeled as detailed below, should be placed within the shipper's sealed envelope to ensure that the Bid is not prematurely opened.

All Bids must have a label on the outside of the package or shipping container outlining the following information:

"BID ENCLOSED" (bold print, all capitals)

- Bid Name
- Bid Number
- Bid Submission date and time"

In the event that a Bidder fails to provide such information on the return Bid envelope or shipping material, the City reserves the right to open the shipping package or envelope to determine the proper Bid number or Bid Name, and the date and time of Bid opening. Bidder shall have no claim against the City arising from such opening and such opening shall not affect the validity of the Bid or the procurement.

Notwithstanding the City right to open a Bid to ascertain the foregoing information, Bidder assumes all risk of late delivery associated with the Bid not being identified, packaged or labeled in accordance

with the foregoing requirements.

All Bids must be signed by a person authorized to commit the Bidder to the terms of the Bid Documents and the content of the Bid (offer).

9. LATE BIDS For purposes of Bid openings held and conducted by the Purchasing Agent, a Bid must be received in such place as may be designated in the Bid Documents or if no place is specified to the City of Long Beach, Purchasing Department, Room 509, One West Chester Street, Long Beach, New York 11561, at or before the date and time established in the Bid Specifications for the Bid opening.

Any Bid received at the specified location after the time specified will be considered a late Bid. A late Bid shall not be considered for award unless: (i) no timely Bids meeting the requirements of the Bid Documents are received or, (ii) in the case of a multiple award, an insufficient number of timely Bids were received to satisfy the multiple award; and acceptance of the late Bid is in the best interests of the City. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the City shall not excuse late Bid submissions. Similar types of delays, including but not limited to, bad weather or security procedures for parking and building admittance shall not excuse late Bid submissions. Determinations relative to Bid timeliness shall be at the sole discretion of the Purchasing Agent.

10. BID CONTENTS Bids must be complete and legible. All Bids must be signed. All information required by the Bid Specifications must be supplied by the Bidder on the forms or in the format specified. No alteration, erasure or addition is to be made to the Bid Documents. Changes may be ignored by the Purchasing Agent or may be grounds for rejection of the Bid. Changes, corrections and/or use of white-out in the Bid or Bidder's response portion of the Bid Document must be initialed by an authorized representative of the Bidder. Bidders are cautioned to verify their Bids before submission, as amendments to Bids or requests for withdrawal of Bids received by the Purchasing Agent after the time specified for the Bid opening, may not be considered.

11. EXTRANEOUS TERMS Bids must conform to the terms set forth in the Bid Documents, as extraneous terms or material deviations (including additional,

inconsistent, conflicting or alternative terms) may render the Bid non-responsive and may result in rejection of the Bid.

Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) that are attached or referenced with submissions shall not be considered part of the Bid or resulting Contract, but shall be deemed included for informational or promotional purposes only.

No extraneous term(s), whether or not deemed "material," shall be incorporated into a Contract or Purchase Order unless the City expressly accepts each such term(s) in writing. Acceptance and/or processing of the Bid shall not constitute such written acceptance of Extraneous Term(s).

12. CONFIDENTIAL/TRADE SECRET MATERIALS

Contractor confidential trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission by the Bidder. Marking the Bid as "confidential" or "proprietary" on its face or in the document header or footer shall not be considered by the Purchasing Agent to be sufficient without specific justification as to why disclosure of particular information in the Bid would cause substantial injury to the competitive position of the Bidder.

Bidders/Contractors intending to seek an exemption from disclosure of these materials under the Freedom of Information Law must request the exemption in writing, setting forth the reasons for the claimed exemption. Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures. Properly identified information that has been designated confidential, trade secret, or proprietary by the Bidder will not be disclosed except as may be required by the Freedom of Information Law or other applicable State and federal laws.

13. RELEASE OF BID EVALUATION MATERIALS

Requests concerning the evaluation of Bids may be submitted under the Freedom of Information Law.

14. FREEDOM OF INFORMATION LAW During the evaluation process, the content of each Bid will be

held in confidence and details of any Bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. If the Bid contains any such trade secret or other confidential or proprietary information, it must be accompanied in the Bid with a written request to the Purchasing Agent to not disclose such information. Such request must state with particularity the reasons why the information should not be available for disclosure and must be provided at the time of submission of the Bid. Notations in the header, footer or watermark of the Bid Document will not be considered sufficient to constitute a request for non-disclosure of trade secret or other confidential or proprietary information. Where a Freedom of Information request is made for trademark or other confidential or proprietary information, the Purchasing Agent reserves the right to determine upon written notice to the Bidder whether such information qualifies for the exemption for disclosure under the law. Notwithstanding the above, where a Bid tabulation is prepared and Bids publicly opened, such Bid tabulation shall be available upon request.

15. PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS If any portion of work being Bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

A. Public Works and Building Services - Definitions

i. **Public Works** Labor Law Article 8 applies to contracts for public improvement in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts). The City, a public benefit corporation, a municipal corporation (including a school district), or a commission appointed by law must be a party to the Contract. The wage and hours provision applies to any work performed by Contractor or Subcontractors.

ii. **Building Services** Labor Law Article 9 applies to Contracts for building service work over \$1,500 with a public agency, that: (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or equipment to or from such building, or (iii) involve the transportation

and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.

B. Prevailing Wage Rate Applicable to Bid

Submissions A copy of the applicable prevailing wage rates to be paid or provided are annexed to the Bid Documents. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified.

C. Wage Rate Payments / Changes During Contract Term

Term. The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.

D. Public Posting and Certified Payroll Records In compliance with Article 8, Section 220 of the New York State Labor Law:

i. **Posting** The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. **Payroll Records** Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. **Submission of Certified Payroll Transcripts for Public Works Contracts Only** Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the City that has prepared or directs the preparation of the plans and specifications for a public works project, as set forth

in the Bid Specifications. Upon mutual agreement of the Contractor and the Authorized User, the form of submission may be submitted in a specified disk format acceptable to the Department of Labor provided: (1) the Contractor/Subcontractor retains the original records; and, (2) an original signed letter by a duly authorized individual of the Contractor or Subcontractor attesting to the truth and accuracy of the records accompanies the disk. This provision does not apply to Article 9 of the Labor Law building services contracts.

iv. **Records Retention** Contractors and Subcontractors must preserve such certified transcripts for a period of seven years from the date of completion of work on the awarded contract.

E. Day's Labor Eight hours shall constitute a legal day's work for all classes of employees in this state except those engaged in farm and domestic service unless otherwise provided by law.

No laborers, workmen or mechanics in the employ of the Contractor, Subcontractor or other person doing or contracting to do all or part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five calendar days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the New York State Commissioner of Labor for the preservation of the Contract site or for the protection of the life and limb of the persons using the Contract site.

16. APPRENTICESHIP TRAINING PROGRAMS PUBLIC WORKS AND BUILDING SERVICES CONTRACTS

Any Bidder/Contractor entering into a Contract with the City for public work or building services, or any sub-contractor entering into a sub-contract with a Contractor who has a Contract with the City for public work or building services, shall submit verification that they have in-place or will participate in an apprenticeship training program appropriate for the type and nature of work to be performed which have been registered with and approved by the New York State Commission of Labor, pursuant to §816-b

of the New York State Labor Law, any provision contained in §103 of the General Municipal Law to the Bidder/Contractor notwithstanding.

A sub-contractor entitled to receive less than \$20,000 from a Bidder/Contractor sub-contract is exempt from the requirement set forth herein.

17. TAXES

- A. Unless otherwise specified in the Bid Specifications or Contract, the quoted Bid price includes all taxes applicable to the transaction.
- B. Purchases made by the City are exempt from New York State sales and excise taxes. These taxes are not to be included in Bids. This exemption does not, however, apply to tools, machinery, equipment or other property, sold or leased to the Contractor or a subcontractor, or to materials and supplies of a kind which will not be incorporated into the completed Product, and the Contractor and his subcontractors shall be responsible for and pay any and all applicable taxes including Sales and Compensating Use Taxes, on such leased tools, machinery, equipment or other property or on such unincorporated materials and supplies, and the provisions set forth below will not be applicable to such tools, machinery, equipment, property and unincorporated materials and supplies.
- C. New York State Truck Mileage and Unemployment Insurance or Federal Social Security taxes remain the sole responsibility of the Bidder/Contractor, as no person, firm or corporation is exempt from paying them.
- D. Pursuant to Revised Tax Law 5-a, Contractor will be required to furnish sales tax certification on its behalf and for its affiliates, and subcontractors for Contracts with a value greater than \$100,000 in accordance with provisions of the law.

18. PRODUCT REFERENCES

- A. **Trade Customs** There shall be no inferences to trade customs, terms, discounts or conditions on sale applicable, which are not specifically expressed in the specifications and proposals on which the award is based nor contrary to the State Finance Law.
- B. **"Or Equal"** In all Bid Specifications the words "or equal" are understood to apply where a copyrighted, brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is

provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Purchasing Agent's decision as to acceptance of the Product as equal shall be final.

C. Discrepancies in References In the event of a discrepancy between the model number referenced in the Bid Specifications and the written description of the Products which cannot be reconciled, with respect to such discrepancy, then the written description shall prevail.

19. REMANUFACTURED, RECYCLED, RECYCLABLE OR RECOVERED MATERIALS

Upon the conditions specified in the Bid Specifications and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled, recyclable or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements or in the Bid Specifications. Contractors are further encouraged to offer remanufactured Products to the maximum extent practicable without jeopardizing the performance or intended end use of the Product and unless such use is precluded due to health, welfare, safety requirements or by the Bid Specifications. Where such use is not practical, suitable, or permitted by the Bid Specifications, Contractor shall deliver new materials in accordance with the "Warranties" set forth below.

Items with recycled, recyclable, recovered, refurbished or remanufactured content must be identified in the Bid or Bidder will be deemed to be offering new Product.

20. PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS Bids offering Products that are manufactured or produced in public institutions will be rejected.

21. PRICING

- A. **Unit Pricing** If required by the Bid Specifications, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places for each item unless otherwise specified, in the Bid. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Purchasing Agent, such unit pricing is obviously erroneous.

B. Net Pricing Unless otherwise required by the Bid Specifications, prices shall be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination(s) indicated in the Bid Specifications, subject to the cash discount.

C. "No Charge" Bid When Bids are requested on a number of Products as a Group or Lot, a Bidder desiring to Bid "no charge" on a Product in the Group or Lot must clearly indicate such. Otherwise, such Bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Purchasing Agent.

D. Educational Pricing All Products to be supplied for educational purposes that are subject to educational discounts shall be identified in the Bid and such discounts shall be made available to qualifying institutions.

E. Third Party Financing If Product acquisitions are financed through any third party financing, Contractor may be required as a condition of Contract Award to agree to the terms and conditions of a "Consent & Acknowledgment Agreement" in a form acceptable to the City.

F. Best Pricing Offer During the Contract term, if substantially the same or a smaller quantity of a Product is sold by the Contractor outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, at the discretion of the Purchasing Agent, shall be immediately reduced to the lower price. Price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after:

- (i) GSA Changes: Where City Net Prices are based on an approved GSA Schedule, the date the approved GSA Schedule pricing decreases during the Contract term; or
- (ii) Commercial Price List Reductions: Where City Net Prices are based on a discount from Contractor's list prices, the date Contractor lowers its pricing to its customers generally or to similarly situated government customers during the Contract term; or
- (iii) Special Offers/Promotions Generally: Where Contractor generally offers more advantageous special price promotions or special discount pricing to other customers during the Contract term for a similar quantity, and the maximum price or discount associated with such offer or

promotion is better than the discount or Net Price otherwise available under this Contract, such better price or discount shall apply for similar quantity transactions under this Contract for the life of such general offer or promotion.

G. Best and Final Prices As specified in the Bid Documents and Contract, a Contractor may be solicited at the time of issuance of a Purchase Order award for best and final pricing for the Product or service to be delivered to the City. Contractors are encouraged to reduce their pricing upon receipt of such request.

22. DRAWINGS

A. Drawings Submitted With Bid When the Bid Specifications require the Bidder to furnish drawings and/or plans, such drawings and/or plans shall conform to the mandates of the Bid Documents and shall, when approved by the City, be considered a part of the Bid and of any resulting Contract. All symbols and other representations appearing on the drawings shall be considered a part of the drawing.

i. Standard Practices In performing the services required under the Bid Specifications/Contract, the Bidder/Contractor shall follow and adhere to the following standard City practices. The following practices may be supplemented or modified, in writing, by the City.

a. All work shall be in charge of an Engineer, Surveyor or Architect (as appropriate) duly licensed and registered in the State of New York, and experienced in the type of work to be performed for the City.

b. Any and all reports shall be of 8½" x 11" format with the 11" dimension being the vertical size. Cover and binding shall be as specified by the City. Oversize exhibits (if required) shall be foldouts or shall be contained within a "Pocket" bound into the report.

c. Any specifications shall: (i) Be of 8½" x 11" format; (ii) Be printed, and color coded, in accordance with standard City practice; (d) Have a cover with content and format which shall conform to current City practices.

d. The word "plans" shall be synonymous with the words "drawings". Any plans shall: (i) Have a title sheet conforming to current City practice; (ii) Be signed and sealed by an Engineer, Surveyor or Architect (as appropriate) duly licensed and registered in the State of New York on the title sheet; (iii) Be ink on mylar, or be an accurate photographic mylar reproduction of any work originally done in pencil; (iv) Be of the following size:

CITY OF LONG BEACH • PURCHASING DEPARTMENT

1 WEST CHESTER STREET • LONG BEACH, NY 11561 • (516) 431-1006 (P) • (516) 431-1839 (F)

PURCHASING@LONGBEACHNY.GOV • WWW.LONGBEACHNY.GOV

- (a) 8½" x 11", or fold-out multiples thereof, if to be bound into the specifications book, subject to approval by the City.
- (b) A minimum of 22" x 36" to a maximum of 36" x 48" to be approved by the City.
- (c) CADD generated drawings shall be plotted on mylar reproducibles, and the CADD files shall be additionally provided to the City on disc in a format acceptable to the City.

e. Notwithstanding any of these provisions, the Bidder/Contractor shall, in all cases, conform to any special requirements of other government agencies where such conformity is a required condition for funding, grant approval, or submission/approval of applications and the like.

B. Ownership of Documents All completed original tracings and the original master specification sheets shall constitute the property of the City but may, during the course of the performance of the work required by the Bid Specification/Contract, remain in custody of the Contractor unless otherwise directed by the City. In the event of any revisions in specifications or original drawings, the Contractor shall submit two revised copies to the City.

C. Surrender of Documents Upon termination or completion of the Contract, the Contractor shall surrender, within fifteen (15) days to the City (as applicable), all data, reports, maps, surveys, material specifications, contacts, budgets, salary schedules, time records, plans, tracings, sketches, charts, photographs and exhibits prepared, developed or kept in connection with or as a part of this project. This section does not apply to any records or documents pertaining to the operation of the Contractor's business. The Contractor may retain in its possession copies of those records or documents, which it considers necessary for proof of performance.

D. Drawings Submitted During the Contract Term Where the Contract require the Contractor to develop, maintain and deliver diagrams or other technical schematics regarding the scope of work, Contractor shall do so on an ongoing basis at no additional charge, and must, as a condition of payment, update drawings and plans during the Contract term to reflect additions, alterations, and deletions. Such drawings and diagrams shall be delivered to the City's representative and shall be in accordance with the requirements set forth in Section 22(A).

E. Accuracy of Drawings Submitted All drawings shall be neat and of professional quality and technical accuracy. The drawings shall coordinate all designs, drawings, specifications and other services furnished by the Bidder/Contractor under the Bid Specifications/Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services, unless otherwise agreed upon by the City. Neither the City's review, approval or acceptance of, nor payment for, the drawings under this contract shall be construed to operate as a waiver of any rights under the Contract or of any cause of action arising out of the performance of the Contract, and the Contractor shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the Contractor's negligent performance or breach of contract of any of the services furnished under the Contract. The rights and remedies of the City provided for in the Contract are in addition to any other rights and remedies provided by law.

F. Claims In the event that any claim is made or any action brought in any way relating to the plans and specifications drawn by the Contractor, the Contractor will diligently render to the City any and all assistance, which the City may require of the Contractor at the Contractor's sole cost and expense. None of the above shall be deemed in any way a waiver of the Contractor's responsibility for the information provided by his (its) drawings, specifications and work.

23. LABORATORY WORK If any portion of work being Bid is subject to laboratory testing, the following shall apply:

- A. Any and all testing work required under this Contract shall be subject to the approval of the City prior to undertaking any such testing program.
- B. The City will determine if it is in the best interests of the City to use the facilities of private testing laboratories or those of public agencies such as the Nassau County Department of Public Works, or a combination of both.
- C. The Contractor shall review the testing results and shall state, in writing, that they are acceptable or unacceptable.
- D. If private testing laboratories are used, the Contractor shall process the claims for payment and shall submit its certification that the amount of the claim is reasonable and proper.

24. SITE INSPECTION Where a site inspection is required by the Bid Specifications or Project Definition, Bidder shall be required to inspect the site, including environmental or other conditions for pre-existing deficiencies that may affect the installed Product, equipment, or environment or services to be provided and, which may affect Bidder's ability to properly deliver, install or otherwise provide the required Product. All inquiries regarding such conditions shall be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions which such inspection or inquiry might have disclosed. Bidder must provide a detailed explanation with its Bid if additional work is required under this clause in order to properly complete the delivery and installation of the required Product or provide the requested service.

25. SAMPLES

A. Standard Samples Bid Specifications may indicate that the Product to be purchased must be equal to a standard sample on display in a place designated by the Purchasing Agent and such sample will be made available to the Bidder for examination prior to the opening date. Failure by the Bidder to examine such sample shall not entitle the Bidder to any relief from the conditions imposed by the Bid Specifications.

B. Bidder Supplied Samples The Purchasing Agent reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of Bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidder's name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate Bid or Contract reference.

A sample may be held by the Purchasing Agent during the entire term of the Contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period the sample, where feasible, will be returned as instructed by the Bidder, at the Bidder's expense and risk. Where the Bidder has failed to fully instruct the Purchasing Agent as to the return of the sample (*i.e.*,

mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

C. Enhanced Samples When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractor's default, the Purchasing Agent may procure a Product substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.

D. Conformance with Sample(s) Submission of a sample (whether or not such sample is tested by, or for, the City) and approval thereof shall not relieve the Contractor from full compliance with all terms and conditions, performance related and otherwise, specified in the Bid Specifications. If in the judgment of the City the sample or product submitted is not in accordance with the specifications or testing requirements prescribed in the Bid Specifications, the City may reject the Bid. If an award has been made, the City may cancel the Contract at the expense of the Contractor.

E. Testing All samples are subject to tests in the manner and place designated by the City, either prior to or after Contract award. Unless otherwise stated in the Bid Specifications, Bidder samples consumed or rendered useless by testing will not be returned to the Bidder. Testing costs for samples that fails to meet Contract requirements may be at the expense of the Contractor.

SAMPLES MUST BE SUBMITTED IN STRICT ACCORDANCE WITH THIS SECTION. THE CITY RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID FOR FAILURE TO COMPLY WITH THIS SECTION.

BID EVALUATION

26. BID EVALUATION The City reserves the right to accept or reject any and all Bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the City determines the best interests of the City will be served. The City, in its sole discretion, may accept or reject illegible, incomplete or vague Bids and its decision shall be final. A conditional or revocable Bid which clearly communicates the terms or limitations of acceptance

may be considered, and Contract award may be made in compliance with the Bidder's conditional or revocable terms in the offer.

27. CONDITIONAL BID Unless the Bid Specifications provides otherwise, a Bid is not rendered non-responsive if the Bidder specifies that the award will be accepted only on all or a specified group of items or Product included in the specification. It is understood that nothing herein shall be deemed to change or alter the method of award contained in the Bid Documents.

28. CLARIFICATIONS / REVISIONS Prior to award, the City reserves the right to seek clarifications, request Bid revisions, or to request any information deemed necessary for proper evaluation of Bids from all Bidders deemed to be eligible for Contract award. Failure to provide requested information may result in rejection of the Bid.

29. EQUIVALENT OR IDENTICAL BIDS In the event that two or more Bidders submit substantially equivalent Bids as to pricing or other factors, the decision of the Purchasing Agent to award a Contract to one or more of such Bidders shall be final.

30. PROMPT PAYMENT DISCOUNTS While prompt payment discounts will not be considered in determining the low Bid, the Purchasing Agent may consider any prompt payment discount in resolving Bids which are otherwise tied. However, any notation indicating that the price is net, (e.g., *net 30 days*), shall be understood to mean only that no prompt payment discount is offered by the Bidder. The imposition of service, interest, or other charges, except as otherwise permitted by law, may render the Bid non-responsive and may be cause for its rejection.

31. PERFORMANCE AND RESPONSIBILITY
QUALIFICATIONS The Purchasing Agent reserves the right to investigate or inspect at any time whether or not the Product, services, qualifications or facilities offered by the Bidder/Contractor meet the requirements set forth in the Bid Specifications/Contract or as set forth during Contract negotiations. Contractor shall at all times during the Contract term remain responsible and responsive. If the Purchasing Agent determines that the conditions and terms of the Bid Documents, Bid Specifications or Contract are not complied with, or

that items, services or Product proposed to be furnished do not meet the specified requirements, or that the legal authority, integrity experience, ability, prior performance, organization and financial capacity or facilities are not satisfactory, the Purchasing Agent may reject such Bid or terminate the Contract.

32. QUANTITY CHANGES PRIOR TO AWARD The Purchasing Agent reserves the right, at any time prior to the award of a specific quantity Contract, to alter in good faith the quantities listed in the Bid Specifications. In the event such right is exercised, the lowest responsible Bidder meeting Bid Specifications will be advised of the revised quantities and afforded an opportunity to extend or reduce its Bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its Bid price may result in the rejection of its Bid and the award of such Contract to the lowest responsible Bidder who accepts the revised qualifications.

33. TIMEFRAME FOR OFFERS The City reserves the right to make awards within forty-five (45) days after opening of Bids, during which period, Bids must remain firm and cannot be withdrawn. Any Bid which expressly states therein that acceptance must be made within a shorter specified time, may at the sole discretion of the City, be accepted or rejected.

TERMS & CONDITIONS

34. CONTRACT CREATION / EXECUTION Subject to Award and upon receipt of all required approvals as set forth in the Bid Specifications, a Contract shall be deemed executed and created with the successful Bidder(s), upon receipt of: (A) a fully executed Contract; or (B) a Purchase Order authorized by the Purchasing Agent.

35. MODIFICATION OF CONTRACT TERMS The terms and conditions set forth in the Contract shall govern all transactions by and between the City and the Contractor under this Contract. The Contract may only be modified or amended upon mutual written agreement of the City and Contractor.

The Contractor may, however, offer more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In

such event, a copy of such terms shall be furnished to the City by the Contractor at the time of such offer.

Other than where such terms are more advantageous for the City than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against the City unless authorized by the Purchasing Agent. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, purchase orders or other documents forwarded by the Contractor for payment, notwithstanding the City's subsequent acceptance of Product, or that the City has subsequently processed such document for approval or payment.

36. SCOPE CHANGES The City reserves the right, unilaterally, to require, by written order, changes by altering, adding to or deducting from the Bid Specifications, such changes to be within the general scope of the Contract. The City may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the consent of the Contractor, which consent shall not be unreasonably withheld.

37. ESTIMATED / SPECIFIC QUANTITY CONTRACTS Estimated quantity contracts are expressly agreed and understood to be made for only the quantities, if any, actually ordered during the Contract term. No guarantee of any quantity(s) is implied or given. The City will neither be compelled to order any quantities of any item nor will it be limited to the quantity indicated for any item. The quantity to be ordered will be such as may actually be required, as determined by the City. ***The City retains the absolute right to reject any Bid which expressly imposes a minimum order quantity or minimum dollar amount.*** Purchases by the City from Contracts for services and technology are voluntary.

38. EMERGENCY CONTRACTS In the event that a disaster emergency is declared by the City, or it determines that an emergency exists requiring the prompt and immediate delivery of Product, the City

reserves the right to obtain such Product from any source, including but not limited to this Contract(s), as the City in its sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for Product procured from other sources pursuant to this paragraph.

39. PURCHASE ORDERS Unless otherwise authorized in writing by the Purchasing Agent, no Product is to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the City. Unless terminated or cancelled pursuant to the authority vested in the City, Purchase Orders shall be effective and binding upon the Contractor when placed in the mail or electronically transmitted prior to the termination of the contract period, addressed to the Contractor at the address for receipt of orders set forth in the Contract or in the Award.

All Purchase Orders issued pursuant to Contracts let by the Purchasing Agent must bear the appropriate Contract number. As deemed necessary, the City may confirm pricing and other Product information with the Contractor prior to placement of the Purchase Order. The City reserves the right to require any other information from the Contractor which the City deems necessary in order to complete any Purchase Order placed under the Contract. Should the City add written terms and conditions to the Purchase Order that conflict with the terms and conditions of the Contract, the Contractor has the option of rejecting the Purchase Order within *five business days* of its receipt but shall first attempt to negotiate the additional written terms and conditions in good faith with the City, or fulfill the Purchase Order. Notwithstanding the above, the City reserves the right to dispute any discrepancies arising from the presentation of additional terms and conditions with the Contractor.

40. PRODUCT DELIVERY Delivery must be made as ordered to the address specified in a schedule of locations as indicated on the Purchase Order and in accordance with the terms of the Contract. Unless otherwise specified in the Bid Documents/Bid Specifications, delivery shall be made within ***thirty calendar days*** after receipt of a Purchase Order by the Contractor.

The decision of the Purchasing Agent as to compliance with delivery terms shall be final. The

burden of proof for delay in receipt of Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Purchasing Agent, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be requested in writing by the Contractor and approved in writing by the City. Failure to meet such delivery time schedule may be grounds for cancellation of the order or, in the City's discretion, the Contract.

The City further reserves the absolute right to authorize the immediate purchase of the Product from other sources. Purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, may be deducted from the Contract quantities without penalty or liability to the City. The Contractor shall promptly reimburse the City for any excess cost incurred in replacing all or part of the Products which are the subject of the delay. The Contractor shall have no claim against the City for the difference in cost where the cost of the purchase is less than that provided in the Contract.

41. WEEKEND AND HOLIDAY DELIVERIES Unless otherwise specified in the Bid Specifications or by the City, deliveries will be scheduled for ordinary business hours, Monday through Friday (excluding legal holidays observed by the City). Deliveries may be scheduled by mutual agreement for Saturdays, Sundays or legal holidays observed by the City where the Product is for daily consumption, an emergency exists, the delivery is a replacement, delivery is late, or other reasonable circumstance in which event the convenience of the City shall govern.

42. SHIPPING/RECEIPT OF PRODUCT

A. Packaging Tangible Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without any extra charges for packing materials, cases or other types of containers. The container shall become and remain the property of the City unless otherwise specified in the Contract documents.

B. Shipping Charges Unless otherwise stated in the Bid Specifications, all deliveries shall be deemed to be freight on board (F.O.B.) destination tailgate

delivery at the City or its designated location listed in the Contract or Purchase Order. Unless otherwise agreed, items purchased at a price F.O.B. Shipping point plus transportation charges shall not relieve the Contractor from responsibility for safe and proper delivery notwithstanding the City's payment of transportation charges. Contractor shall be responsible for ensuring that the Bill of Lading states "charges prepaid" for all shipments.

C. Receipt of Product The Contractor shall be solely responsible for assuring that deliveries are made to personnel authorized to accept delivery on behalf of the City. Any losses resulting from the Contractor's failure to deliver Product to authorized personnel shall be borne exclusively by the Contractor.

43. TITLE AND RISK OF LOSS Notwithstanding the form of shipment, title or other property interest, risk of loss shall not pass from the Contractor to the City until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Bid Specifications or Purchase Order. Mere acknowledgment by City personnel of the delivery or receipt of goods (*e.g., signed bill of lading*) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product that is substandard or does not comply with the Bid Specifications or Contract terms and conditions, may be rejected or accepted on an adjusted price basis, as determined by the Purchasing Agent.

44. RE-WEIGHING PRODUCT Deliveries are subject to re-weighing at the point of destination by the City. If shrinkage occurs which exceeds that normally allowable in the trade, the City shall have the option to require delivery of the difference in quantity or to reduce the payment accordingly. Such option shall be exercised in writing by the City.

45. PRODUCT SUBSTITUTION In the event a specified manufacturer's Product listed in the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Savings/Force Majeure Clause) a Product deemed in writing by the Purchasing Agent to be equal to or better than the specified Product must be substituted by the Contractor at no additional cost or expense to the City. Unless otherwise specified, any substitution of Product prior to the Purchasing Agent's written approval may be cause for

cancellation of Contract.

46. REJECTED PRODUCT When Product is rejected, it must be removed by the Contractor from the premises of the City within ten calendar days of notification of rejection by the City. Upon notification of rejection, risk of loss of rejected or non-conforming Product shall remain with Contractor. Rejected items not removed by the Contractor within ten calendar days of notification shall be regarded as abandoned by the Contractor, and the City shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the City for any and all costs and expenses incurred in storage or effecting removal or disposition after the ten-calendar day period.

47. INSTALLATION Where installation is required, Contractor shall be responsible for placing and installing the Product in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects that would mar the appearance of the Product or render it structurally unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or place the Product in the proper location. The Contractor shall protect the Site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents.

If any alteration, dismantling or excavation, etc. is required to effect installation:

- A. The Contractor shall promptly restore the structure or site following alteration, dismantling or excavation, etc. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.
- B. Work shall be performed to cause the least inconvenience to the City and with proper consideration for the rights of other Contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other Contractors.
- C. The Contractor shall be responsible for daily clean-up of all wastes of every kind arising from all activity at the work site, including but not limited to dust, refuse, rubbish garbage, scrap metal, construction debris and packaging material, etc., so that the work site shall present a safe, neat, orderly and

workmanlike appearance at all times.

D. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed in accordance with all Federal, State and Local Laws and Regulations governing the disposal of materials, debris, rubbish and trash on or off the site. Each Contractor shall provide applicable certifications and affidavits of proper disposals as requested by the City. Burying or burning of any material will not be permitted.

E. The Contractor shall further be responsible for the removal and legal disposal of any other type of waste material resulting from this contract as well as for any and all costs associated with such proper and legal disposal of these materials. No separate payment will be made for this disposal. Any costs thereof shall be included within the unit price costs for the Contract Items.

48. REPAIRED OR REPLACED PARTS / COMPONENTS

Where the Contractor is required to repair, replace or substitute Product or parts or components of the Product under the Contract, the repaired, replaced or substituted Products shall be subject to all terms and conditions for new parts and components set forth in the Contract including Warranties, as set forth in the Additional Warranties Clause herein. Replaced or repaired Product or parts and components of such Product shall be new and shall, if available, be replaced by the original manufacturer's component or part. Remanufactured parts or components meeting new Product standards may be permitted by the City. Before installation, all proposed substitutes for the original manufacturer's installed parts or components must be approved by the City. The part or component shall be equal to or of better quality than the original part or component being replaced.

49. ON-SITE STORAGE With the written approval of the City, materials, equipment or supplies may be stored at the Site at the Contractor's sole risk.

50. EMPLOYEES, SUBCONTRACTORS & AGENTS All employees, sub-contractors or agents performing work under the Contract must be trained staff or technicians who meet or exceed the professional, technical and training qualifications set forth in the Bid Specifications or the Bid Documents, whichever is more restrictive, and must comply with all security and administrative requirements of the City. The City reserves the right to conduct a security background check or otherwise approve any employee, sub-

contractor or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause based on, including but not limited to, professional, technical or training qualifications, quality of work or change in security status or non-compliance with City's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract terms. The City reserves the right to reject and/or bar from the facility for cause any employee, sub-contractor, or agents of the Contractor.

51. ASSIGNMENT The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract to any other person, company, firm or corporation in performance of the contract without the prior written consent of the City. Failure to obtain consent to assignment from the City shall revoke and annul such Contract. Prior to a consent to assignment of a Contract, or portion thereof, becoming effective, the Contractor shall submit the request to assignment to the City and seek written agreement from the City. The City reserves the right to reject any proposed assignee in his/her discretion.

52. SUBCONTRACTORS AND SUPPLIERS The Contractor shall advise the City, in writing, as to the name and address of the proposed sub-contractor and the exact scope of the work the sub-contractor will perform. The Contractor shall not sub-contract with the sub-contractor until the City has given written approval of the sub-contractor and the work to be performed. All work by sub-contractors shall be performed at no additional cost to the City except as herein elsewhere stated in the Contract. All sub-contractors shall be required to furnish the City with proof of insurance in the same manner and the amounts as required by the Contractor. All sub-contractors shall be required to comply with the applicable terms and conditions of the Contract.

The City reserves the right to reject any proposed Subcontractor or supplier for bona fide business reasons, which may include, but are not limited to: they are on the New York State Department of Labor's list of companies with which New York State cannot do business; the City determines that the company is not qualified; the City determines that the company is not responsible; the company has

previously provided unsatisfactory work or services; the company failed to solicit minority and women's business enterprises (M/WBE) Bidders as required by prior Contracts.

53. PERFORMANCE / BID BOND The City reserves the right to require a Bidder or Contractor to furnish without additional cost, a performance, payment or Bid bond or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract. Where required, such bond or other security shall be in the form prescribed by Corporation Counsel of the City of Long Beach. Failure of the Contractor to furnish said surety within ten days from the date of request shall be sufficient cause to terminate the Contract and cancel a pending Purchase Order(s).

54. SUSPENSION OF WORK The City, in its sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, in the best interests of the City. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze or reduction on City spending, declaration of emergency, contract compliance issues or other such circumstances. Upon issuance of such notice, the Contractor is not to accept any Purchase Orders, and shall comply with the suspension order. Activity may resume at such time as the City issues a formal written notice authorizing a resumption of performance under the Contract.

55. TERMINATION

A. By written notice: This Contract may be terminated at any time by the City upon sixty (60) days written notice or other specified period without penalty or other early termination charges due. The City will be responsible for payment of any portion of the Services completed prior to termination of the Contract and satisfactory to the City Comptroller. Such termination of the Contract shall not affect any project or Purchase Order that has been issued under the Contract prior to the date of such termination. Contractor shall use due diligence and provide any outstanding deliverables.

B. For Violation of the Sections 139-j and 139-k of the State Finance Law: The City reserves the absolute right to terminate the Contract in the event it is found that the certification filed by the Bidder in

accordance with Section 139-k of the State Finance Law was intentionally false or intentionally incomplete. Upon such finding, the City may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

C. For Violation of Revised Tax Law 5a: The City reserves the absolute right to terminate the contract in the event it is found that the certification filed by the Contractor in accordance with §5-a of the Tax Law is not timely filed during the term of the Contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, the City may exercise its termination right by providing written notification to the Contractor.

D. Contractor Assistance Upon Termination. In connection with the termination or impending termination of the Contract, the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the City to assist the City in transitioning the Contractor's responsibilities under the Contract.

E. Accounting Upon Termination. Within thirty (30) days of the termination of the Contract, the Contractor shall provide the City with a complete accounting up to the date of termination of all monies received from the City, and shall immediately refund to the City any unexpended balance remaining as of the time of termination.

F. Reimbursement Upon Termination. Payment to the Contractor following termination shall not exceed authorized expenditures made prior to termination, and may be suspended by the City pending the Contractor's reasonable compliance with the terms and provisions of (D) and (E) above.

56. SAVINGS/FORCE MAJEURE A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Contractor or the City in the performance of the Contract which non-performance, by exercise of reasonable diligence, cannot be prevented. Contractor shall provide the City with written notice of any force majeure occurrence as soon as the delay is known.

Neither the Contractor nor the City shall be liable to the other for any delay in or failure of performance

under the Contract due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Contractor and the City to be necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

Notwithstanding the above, at the discretion of the City where the delay or failure will significantly impair the value of the Contract to the City, the City may:

- A. Accept allocated performance or deliveries from the Contractor. The Contractor, however, hereby agrees to grant preferential treatment to the City with respect to Product subjected to allocation; and/or
- B. Purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the Contract quantities without penalty or liability to the City; or
- C. Terminate the Contract or the portion thereof which is subject to delays, and thereby discharge any unexecuted portion of the Contract or the relative part thereof.

In addition, the City reserves the right, in its sole discretion, to make an equitable adjustment in the Contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (i) the volatility is due to causes outside the control of Contractor; (ii) the volatility affects the marketplace or industry, not just the particular Contract source of supply; (iii) the effect on pricing or availability of supply is substantial; and (iv) the volatility so affects Contractor's performance that continued performance of the Contract would result in a substantial loss.

57. CONTRACT BILLINGS

A. Contractor and the distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to the City in order to receive payment. None of the Contract

amount shall be paid by the City except pursuant to timely filed claim forms containing documentation of the costs claimed following completion of all or a portion of the Product or services performed, all in form and substance satisfactory to the City.

i. **Claim Forms, Claim Form Review and Approval.** Payments shall be made to the Contractor in arrears and shall be expressly contingent upon: (a) the Contractor submitting a claim form (the "Claim Form") in a form provided by the City, that (i) states with reasonable specificity the Product or services provided and the payment requested as consideration for such Product or services; (ii) certifies that the sum sought is just, true and correct; that no part thereof has been paid except as stated, and that the balance is actually due and owing and that taxes from which the City is exempt are excluded; and (iii) is accompanied by documentation satisfactory to the City supporting the amount claimed, and review, approval and audit of the Claim Form by the City.

ii. **Timing of Payment Claims.** The Contractor shall submit claims no more frequently than once a month and no later than three (3) months following the City's receipt of the Product or services performed that are the subject of the claim. Any claims submitted in violation of this Section 57 shall not be due and payable by the City.

iii. **No Duplication of Payments.** Payments for the Product shall not duplicate payments for any work performed or to be performed under any other agreements made between the Contractor and any funding source including the City.

iv. **Release** The acceptance by the Contractor or any person claiming under the Contractor of any payment made on the final payment claim under this Contract shall operate on and shall be a release to the City from all claims and liability to the Contractor, its successors, legal representatives and assigns, for any compensation or reimbursement for services rendered or work performed under or by the provisions of this Contract.

B. The Comptroller shall render payment for City purchases, and such payment shall be made in accordance with ordinary City procedures and practices.

C. Submission of a Claim Form and payment thereof shall not preclude the Purchasing Agent from reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.

D. Contractor shall provide, upon request of the Purchasing Agent or the Comptroller, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in the format requested by the Purchasing Agent or Comptroller and in a media commercially available from the Contractor.

58. REMEDIES FOR BREACH It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law:

A. **Cover/Substitute Performance** In the event of Contractor's material breach, the Purchasing Agent may, with or without formally Bidding: (i) Purchase from other sources; or (ii) If the Purchasing Agent is unsuccessful after making reasonable attempts, under the circumstances then existing, to timely obtain acceptable service or acquire replacement Product of equal or comparable quality, the Purchasing Agent may acquire acceptable replacement Product of lesser or greater quality.

Such purchases may, in the discretion of the Purchasing Agent or Comptroller, be deducted from the Contract quantity and payments due Contractor.

B. **Withhold Payment** In any case where a question of non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the City. Should the amount withheld be finally paid, a cash discount originally offered may be taken as if no delay in payment had occurred.

C. **Reimbursement of Costs Incurred** The Contractor agrees to reimburse the City promptly for any and all additional costs and expenses incurred for acquiring acceptable services, and/or replacement Product. Should the cost of cover be less than the Contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses expended or incurred by the City in connection therewith, including reasonable attorney's fees, shall be paid by the Contractor.

D. **Substitute Equipment** Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the Contract, the City may rent substitute equipment temporarily. Any sums expended for such rental shall, upon demand, be reimbursed to the City promptly by the Contractor or deducted by the City from payments due or to become due the Contractor on the same or another transaction.

E. Deduction/Credit Sums due as a result of these remedies may be deducted or offset by the City from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the City the amount of such claim or portion of the claim still outstanding, on demand. The City reserves the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc., which arise from the administration of the Contract.

59. TOXIC SUBSTANCES Each Contractor furnishing a toxic substance as defined by Section 875 of the Labor Law, shall provide the City with not less than two copies of a material safety data sheet, which sheet shall include for each such substance the information outlined in Section 876 of the Labor Law.

Before any chemical product is used or applied on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the City.

60. INDEPENDENT CONTRACTOR The Contractor, in accordance with his status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, not claim to be, an officer or employee of the City by reason hereof, and that it will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to, Workmen's Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit. The Contractor shall not engage, on a full time or part-time or other basis during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of the Contract in the employ of the Federal Highway Administration or the Public Works organization of any State, County or City or City except regularly retired employees, without the consent of the public employer of such person.

61. COOPERATION WITH THIRD PARTIES The Contractor shall be responsible for fully cooperating with any third-party, including but not limited to other Contractors or Subcontractors of the City, as necessary to ensure delivery of Product or coordination of performance of services.

62. ADDITIONAL WARRANTIES Where Contractor, product manufacturer or service provider generally offers additional or more advantageous warranties than set forth below, Contractor shall offer or pass through any such warranties to the City. Contractor hereby warrants and represents:

A. Product Performance Contractor warrants and represents that Products delivered pursuant to this Contract conform to the manufacturer's specifications, performance standards and documentation, and the documentation fully describes the proper procedure for using the Products.

B. Title and Ownership Warranty Contractor warrants, represents and conveys (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver perpetual license rights to any Products transferred to the City under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor fully indemnifies the City for any loss, damages or actions arising from a breach of said warranty without limitation.

C. Contractor Compliance Contractor represents and warrants to pay, at its sole expense, for all applicable permits, licenses, tariffs, tolls and fees to give all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the City that it meets or exceeds all requirements of the Bid/Contract and any applicable laws, including but not limited to, permits, insurance coverage, licensing, proof of coverage for worker's compensation and/or disability benefits, and shall provide such proof as required by the City. Failure to do so may constitute grounds for the City to cancel or suspend this Contract, in whole or in part, or to take any other action deemed necessary by the City.

D. Product Warranty Unless recycled or recovered materials are available in accordance with the "Recycled or Recovered Materials" clause, Product offered shall be standard new equipment, current model or most recent release of regular stock product with all parts regularly used with the type of equipment offered; and no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard

practice.

Contractor further warrants and represents that components or deliverables specified and furnished by or through Contractor shall individually, and where specified and furnished as a system, be substantially uninterrupted or error-free in operation and guaranteed against faulty material and workmanship for the warranty period, or for a minimum of one (1) year from the date of acceptance, whichever is longer ("Project warranty period"). During the Project warranty period, defects in the materials or workmanship of components or deliverables specified and furnished by or through Contractor shall be repaired or replaced by Contractor at no cost or expense to the City. Contractor shall extend the Project warranty period for individual component(s), or for the Product as a whole, as applicable, by the cumulative period(s) of time, after notification, during which an individual component or the Product requires servicing or replacement (down time) or is in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees ("extended warranty").

Where Contractor, the Independent Software Vendor "ISV," or other third party manufacturer markets any Project Deliverable delivered by or through Contractor with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Contractor from, Contractor's warranty obligations during the project warranty and extended warranty period(s). Where such standard commercial warranty covers all or some of the Project warranty or extended warranty period(s), Contractor shall be responsible for the coordination during the Project warranty or extended warranty period(s) with ISV or other third party manufacturer(s) for warranty repair or replacement of ISV or other third party manufacturer's Product.

Where Contractor, ISV or other third party manufacturer markets any Project Deliverable with a standard commercial warranty which goes beyond the Project warranty or extended warranty period(s), Contractor shall notify the City and pass through the manufacturer's standard commercial warranty to the City at no additional charge; provided, however, that Contractor shall not be responsible for coordinating services under the third-party extended warranty after expiration of the Project warranty and extended

warranty period(s).

E. Replacement Parts Warranty If during the regular or extended warranty period's faults develop, the Contractor shall promptly repair or, upon demand, replace the defective unit or component part affected. All costs for labor and material and transportation incurred to repair or replace defective Product during the warranty period shall be borne solely by the Contractor, and the City shall in no event be liable or responsible therefor.

Any part of component replaced by the Contractor under the Contract warranty shall be replaced at no cost to the City and guaranteed for the greater of: (i) the warranty period under paragraph (D) above; or (ii) if a separate warranty for that part or component is generally offered by the manufacturer, the standard commercial warranty period offered by the manufacturer for the individual part or component.

F. Virus Warranty The Contractor represents and warrants that Licensed Software contains no known viruses. Contractor is not responsible for viruses introduced at Licensee's site.

G. Date/Time Warranty Contractor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

This Date/Time Warranty shall survive beyond termination or expiration of this contract through: (i) ninety (90) days or (ii) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

H. Workmanship Warranty Contractor warrants that all components or deliverables specified and furnished by or through Contractor under the Project Definition/Work Order meet the completion criteria set forth in the Project Definition/Work Order and any subsequent statement(s) of work, and that services will be provided in a workmanlike manner in accordance with industry standards.

I. Survival of Warranties All warranties contained in this Contract shall survive the termination of this Contract.

63. LEGAL COMPLIANCE Contractor represents and warrants that it shall secure all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Purchasing Agent that it meets or exceeds all requirements of the Bid and Contract and any applicable laws, including but not limited to, permits, licensing, and shall provide such proof as required by the Purchasing Agent. Failure to comply or failure to provide proof may constitute grounds for the Purchasing Agent to cancel or suspend the Contract, in whole or in part, or to take any other action deemed necessary by the Purchasing Agent. Contractor also agrees to disclose information and provide affirmations and certifications to comply with the New York State Finance Law.

64. COMPLIANCE WITH SECTIONS 139a AND 139b OF THE NEW YORK STATE FINANCE LAW

The Contractor hereby agrees to the provisions of Sections 139a and 139b of the New York State Finance Law which require that upon the refusal of a person, when called before a grand jury, head of a State department, temporary State commission or other State agency, or the organized crime task force in the Department of Law, head of a Municipal Department or other Municipal Agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation, concerning any transaction or Contract had with the State, any 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 the City or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal; and

B. Any and all Contracts made with the City 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 canceled or terminated by the City without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing, by the City for goods delivered or work done prior to the cancellation or termination shall be paid.

65. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the provisions of Section 220-E of the Labor Law, the Bidder agrees as follows:

A. The Contractor shall comply with all Federal, State and local statutory and constitutional anti-discrimination provisions.

B. That in the hiring of employees for the performance under this Contract or any sub-contract hereunder, no Contractor, sub-contractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color, national origin, sex, age, disability, marital status, or military status discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates under this Contract;

C. That the City may deduct from the amount payable to the Contractor under this Contract a penalty of up to fifty dollars (\$50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract; and

D. That this Contract may be cancelled or terminated by the City, and all monies due, or to become due, hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the Contract.

E. The Contract shall be void unless Section 222 of the Labor Law, Sections 291 through 299 of the Executive Law and the Civil Rights Law are complied with. The Contractor will also comply with all findings and requests of the State Division of Human Rights.

66. INSURANCE The Contractor agrees to procure and maintain (A) Workers Compensation Insurance as required by the Laws of the State of New York, or proof that Contractor is not required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57 (2); (B)

CITY OF LONG BEACH • PURCHASING DEPARTMENT

1 WEST CHESTER STREET • LONG BEACH, NY 11561 • (516) 431-1006 (P) • (516) 431-1839 (F)

[PURCHASING@LONGBEACHNY.GOV](mailto:Purchasing@longbeachny.gov) • WWW.LONGBEACHNY.GOV

Disability benefits insurance or proof that the Contractor is not required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law 220 (2); (C) Commercial General Liability Insurance (with completed operations, plus X.C.U. when applicable) with a minimum combined single limit (bodily injury/property damage) of Two Million Dollars (\$2,000,000); and (d) Automobile Liability Insurance in the amount specified on the City of Long Beach Insurance Certificate.

Said policies identified in subparagraphs (C) and (D) shall contain assurance of the existence of contractual coverage defending, indemnifying, and holding harmless the City, and its employees, agents, and representatives from any and all loss and/or damage arising out of the performance of this Contract, and shall name the Indemnitees as additional insureds thereunder.

The Contractor's Additional Insurance shall be primary and fully exhausted in all circumstances prior to the City's own insurance being utilized. Said contractual coverage shall be absolute and not dependent upon any question of the negligence of the Contractor (and its employees, agents, and except, however, that the Contractor shall not be held liable for an occurrence that results solely from the negligence of the City).

The above insurance is to be with New York State admitted insurance carriers holding an "A" rating from AM Best Company or its equivalent. The Contractor is required to give the City thirty (30) days advance written notice of termination, expiration or cancellation of any insurance coverage required hereunder.

67. INDEMNIFICATION

A. To the fullest extent permitted by law, the Contractor:

(i) shall be solely responsible for and shall indemnify and hold harmless the: City and its officers, employees, agents and servants (the "Indemnified Parties") from and against any and all liabilities, all claims, suits, actions, damages and costs, expenses of every name and description (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the

Contractor or any of its officers, directors, employees, servants, agents or independent contractors taken pursuant to or authorized by the performance of this Contract ("Contractor Agents") or from any defective condition of the materials furnished it or supplied or contemplated to be furnished or supplied under this Contract regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same, except, however, that the Contractor shall not be held liable when an occurrence results solely from the negligence of the City;

(ii) shall, upon the City's demand and at the City's direction, promptly and diligently defend, at the Contractor's sole own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith; and

(iii) shall, and shall cause the Contractor Agents to, cooperate with the City in connection with the investigation, defense or prosecution of any action, suit or proceeding arising out of or in connection with this Contract.

(B) The obligations of the Contractor pursuant to Section 67(a) hereof shall not be limited by reason of enumeration of any insurance coverage provided under this Contract.

(C) Nothing in this Section 65 or elsewhere in this Contract shall create or give to third parties any claim or right of action against the City beyond that which legally exist regardless of the provisions of this Contract.

(D) The provisions of this Section shall survive the termination of this Contract.

68. EXECUTORY UNDERSTANDING Notwithstanding any other provision of this procurement or the resulting Contract or Purchase Order, the City shall have no liability to any Person beyond funds appropriated or otherwise lawfully available for this Contract; and unless (A) all relevant and required City approvals have been obtained, including, if required, approval by the City Council, and (B) the Contract or Purchase Order has been executed by an authorized representative of the City of Long Beach.

69. PARTICIPATION BY POLITICAL SUBDIVISIONS

Under New York General Municipal Law Section

103(16), any contract awarded under this bid (hereinafter, the "Contract") shall be made available to all other governmental entities in New York State. It is understood that the extension of the Contract to such other governmental entities is at the discretion of the Bidder and that the Bidder is not bound, by virtue of such contract, to any contract or agreement other than the Contract. All purchases and/or other orders made by another governmental entity will be placed by and be the responsibility of such governmental entity. Such governmental entity shall be billed by and make payment to the Bidder directly, with no involvement of the City of Long Beach. The Bidder and any governmental entity using the Contract understands and agrees that sole responsibility with regard to the performance of any work for another governmental entity and all terms and conditions of the Contract (including, but not limited to, payment), shall be assumed by the Bidder and such governmental entity and not by the City of Long Beach. In the event of a breach in the performance of any such work and any and all terms and conditions of the Contract (including, but not limited to, payment), by the Bidder or such governmental entity, the City of Long Beach specifically and expressly disclaims any liability for such breach. The Bidder and any governmental entity utilizing the contract guarantees to the City of Long Beach that the Bidder shall not hold the City of Long Beach liable for any breach by another governmental entity in the performance of any provision of the Contract, for the payment of any amounts owed by such governmental entity or for any other matter associated with another governmental entity's use of the Contract. The Bidder and any governmental entity using the Contract shall hold the City of Long Beach, its officers, directors, employees, contractors and agents harmless from any liability that may be or is imposed by the failure of the Bidder or such governmental entity to perform in accordance with its obligations, covenants and terms and conditions of the Contract.

Bid Name: Automotive Batteries

Bid Number: CLB100-2025

Due Date: March 27, 2025

PROPOSAL FORM

Annexed hereto and made a part hereof as Schedule 'A', is a description of the product, service, and/or work sought by the City by this solicitation. As required by the Bid Documents, the Bid or Proposal may be subject to modification through the solicitation by the City of best and final offers during the evaluation process prior to recommendation for award of the Contract.

CITY OF LONG BEACH • PURCHASING DEPARTMENT

1 WEST CHESTER STREET • LONG BEACH, NY 11561 • (516) 431-1006 (P) • (516) 431-1839 (F)

PURCHASING@LONGBEACHNY.GOV • WWW.LONGBEACHNY.GOV

SCHEDULE A

BID PROPOSAL FORM

Bidder's Name, Address, Phone Number and Contact Person

<u>Description</u>	<u>Discount Rate Percentage</u>	<u>Price List Dated</u>	<u>Name of Manufacturer</u>
Passenger Car & Light Commercial Use Batteries, as per specifications	_____ %	_____	_____
Commercial Use & Heavy Duty Batteries, as per specifications	_____ %	_____	_____

Allowance Offered for Used Batteries=\$_____

Manufacturers latest Price List must be submitted with bid response.

SAMPLE AGREEMENT

PLEASE TAKE NOTICE: Any successful Bidder(s) to whom a Contract has been awarded by the City of Long Beach will be required to execute the following Contract (Agreement) *within ten (10) working days from the date of Award notification.* A Bidder/Proposer SHALL NOT execute this Agreement *prior to* an award being made by the City (*i.e.* at the time of Bid/Proposal submission).

AGREEMENT

THIS AGREEMENT ("Agreement"), made on the _____ day of _____, 20__ by and between the City of Long Beach, 1 West Chester Street, Long Beach, New York 11561 ("City"), and _____, having its principal offices located at _____ ("Contractor"), for the Product(s) and/or Services required under _____ [Bid Title], CLB-_____ [Bid Number]. The City and Contractor may be referred to collectively as the "Parties".

WHEREAS, on or about _____, 20__ the City issue this subject Bid, CLB-_____ [Bid Number];

WHEREAS, the Contractor provided a timely response to the City's bid and was selected on the grounds of offering the product and/or service at the lowest price to the City; and

WHEREAS, The Parties are desirous of entering into this Agreement, whereby Contractor will provide the products and/or services identified in the bid documents to the City at the price set forth in Contractors response to the City's bid;

NOW, THEREFORE, THE OWNER and CONTRACTOR for the consideration hereinafter set forth, agree as follows:

Terms, Documents, and Provisions Incorporated by Reference

1. The foregoing preamble, recitals, and "WHEREAS" clauses are incorporated herein and are a material part of this Agreement.

2. Further, the terms set forth in the bid documents and Contractor's response to the bid documents are incorporated herein and are a material part of this Agreement.

Controlling Authority

3. In the event any terms or obligations set forth in the City's Bid Documents, Contractor's Response to the City's Bid, and this Agreement conflict, the terms set forth in the Bid Documents control, then this Agreement, and then Contractor's Response to the City's Bid Documents.

Effective Date

4. This Agreement shall be effective as of the Date the Agreement is signed by the latest signing party. In addition, the City must be the latest and final signing Party under this Agreement.

Contractor's Obligations

Contractor agree to the following terms and conditions:

CITY OF LONG BEACH • PURCHASING DEPARTMENT
1 WEST CHESTER STREET • LONG BEACH, NY 11561 • (516) 431-1006 (P) • (516) 431-1839 (F)
PURCHASING@LONGBEACHNY.GOV • WWW.LONGBEACHNY.GOV

5. To supply the products, materials or items defined in the City's Bid Documents, in strict compliance with said Bid Documents; and/or

6. Perform and complete any and all services defined in the City's Bid Documents in a professional and workmanlike manner, in strict compliance with the City's Bid Document.

7. To maintain the price provided by Contractor in its Response to the City's Bid for the complete term of this Agreement.

8. Contractor acknowledges that any change to the price offered by Contractor in its Response to the City's Bid, is a material breach of this agreement, and the City reserves the right to terminate this Agreement, as well as all other manners of legal recourse for any such breach, and Contractor may not be permitted to respond to any future Bids or Requests for Proposals by the City.

City Obligations

9. The City agrees to pay Contractor invoices, not subject to any dispute by the City, net-60 from the date the City receives the invoice.

Termination

10. The City reserves the right to terminate this Agreement with or without cause, upon 30-days written notice to Contractor, at the address provided for as Contractor's principal office location, above.

(Signature Page Immediately Below)

IN WITNESS WHEREOF the parties have duly executed this Agreement each as of the dates set forth below:

CITY OF LONG BEACH

By: _____, Date: _____
City Manager,
City of Long Beach

[]
INSERT NAME OF BIDDER/CONTRACTOR

By: _____, Date: _____

Name: _____ (Corporate Seal)

Title: _____

/

----- Acknowledgement of City -----

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On this _____ day of _____, 20____, before me personally came **Daniel Creighton**, in his capacity as City Manager of the City of Long Beach, to me known and known by me to be the individual described in, and who executed the foregoing instrument and acknowledged to me that he executed the same by order of the City Council of the City of Long Beach.

Notary Public

----- Acknowledgement of Individual -----

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the _____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

----- Acknowledgement of Partnership/Corporation -----

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On this _____ day of _____, 20____, before me personally came _____, and that he is the _____ of the Partnership/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

CITY OF LONG BEACH • PURCHASING DEPARTMENT

1 WEST CHESTER STREET • LONG BEACH, NY 11561 • (516) 431-1006 (P) • (516) 431-1839 (F)

PURCHASING@LONGBEACHNY.GOV • WWW.LONGBEACHNY.GOV

BIDDER'S QUALIFICATION STATEMENT

Instructions:

The Bidder's Qualifications Statements Consists of the Following Documents:

1. Statement of Understanding;
2. Disclosure Form;
3. Noncollusive Bidding Certification;
4. Certification of Insurance (*to be completed by an authorized insurance agent*);
5. Acknowledgement of Receipt of Addenda Form; and

Please complete **ALL FIVE** forms and submit with the Bid/Proposal.

THE CITY RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT FAILS TO INCLUDE COMPLETE AND ACCURATE ORIGINALS OF ALL SIX (6) FORMS INCLUDING ALL APPROPRIATE ACKNOWLEDGEMENT(S) AND BEARING THE SIGNATURE OF A NOTARY PUBLIC

STATEMENT OF UNDERSTANDING

By signing in the space provided below, the undersigned certifies, under penalty of perjury, as follows:

1. I am duly authorized to submit this Bid/Proposal on behalf of the below listed sole proprietorship/company/partnership/corporation.
2. That he/she has read and understands all terms and conditions pursuant to this bid, including but not limited to the Bid Documents, Bid Specifications, General Conditions, and bid prices hereto.
3. That he/she will furnish any and all items upon which prices are bid at the price set forth for each item bid with a **CASH DISCOUNT OF _____ %, IF ANY.**
4. That he/she has the capacity to and will abide by all terms and conditions pursuant to this bid, including but not limited to the Bid Documents, Bid Specifications, General Conditions, and bid prices hereto.
5. That he/she agrees to accept payment in accordance with the requirements of the Bid Documents, Bid Specifications, General Conditions, and bid prices hereto; and
6. That **DELIVERY** to the destination stated in the Bid Documents will be made within 30 days after receipt of the order.
7. That he/she will, if his/her Bid/Proposal is accepted, enter into a Contract with the City of Long Beach pursuant to the terms and conditions set forth in the Bid Documents, Bid Specifications, General Conditions, and bid prices hereto.
8. That he/she certified that his/her sole proprietorship/company/partnership/corporation will carry all types of insurance specified in the contract.
9. Is the response that you are providing compliant with the instructions set forth in this solicitation for bids?

Yes No

The undersigned further stipulates that the information in this Proposal is, to the best of its knowledge, true and accurate.

Signature

Name of Bidder

Sworn to and subscribed on
this _____ day of _____, 20____

Title of Person Signing

(Notary Public)

DISCLOSURE FORM

The signatory to this questionnaire certifies under oath the truth and correctness of all statements and of all answers to interrogatories hereinafter made.

1. **Adverse Equal Opportunity Determinations:** Identify all adverse determinations against your Company/Corporation/Partnership, or its employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints concerning violations of federal, state or municipal equal opportunity laws or regulations.

2. **Convictions and Unscrupulous Practice:** Has your Company/Corporation/Partnership, or any of its employees present or past, or anyone acting on its behalf, ever been cited for unscrupulous practice, or been convicted of any crime or offense arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business, or has any of your Company/Corporation/Partnership's officers, director or persons exercising substantial policy discretion ever been convicted of any crime or offense involving business/financial misconduct or fraud? If so, describe the convictions and surrounding circumstances in detail.

3. **Pending or Threatened Actions/Suits:** Describe any past or present action, suit, proceeding or investigation pending or threatened against your Company/Corporation/Partnership including, without limitation, any proceeding known to be contemplated by government authorities, private parties, or current or former clients.

4. **Criminal Misconduct:** Has your Company/Corporation/Partnership, or any of its employees, or anyone acting on its behalf, been indicted or otherwise charged in connection with any criminal matter arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business which is still pending, or has any of the Company/Corporation/Partnership's officers, directors or persons exercising substantial policy discretion been indicted or otherwise charged in connection with any criminal matter involving business or financial misconduct or fraud which is still pending? If so, describe the indictments or charges and surrounding circumstances in detail.

5. **Survey Forgery (If applicable):** Has your Company/Corporation/Partnership, or any of its employees present or past, or anyone acting on its behalf, ever signed and sealed surveys for which your Company/Corporation/Partnership has not actively participated in the production thereof; or been investigated by the New York State Department of State for such activity? If so, describe the circumstances in detail.

6. **Conflicts of Interest:** Disclose any of the following, and describe any procures your Company/Corporation/Partnership has, or would adopt, to assure the City that a conflict of interest would not exist in the future:
- a. Any material financial relationships that your Company/Corporation/Partnership or any Company/Corporation/Partnership employee has that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the City.
 - b. Any family relationship that any employee of your Company/Corporation/Partnership has with a member, employee, or official of the City or that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the City.
 - c. Any other matter that your Company/Corporation/Partnership believes may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the City.

7. **Financial Disclosure:** Submit with this Disclosure Statement Form, any one of the following three items:
- a. a financial statement, prepared on an accrual basis, in a form which clearly indicates: Bidder's (1) assets, liabilities and net worth; (2) date of financial statement; and (3) name or firm preparing statement.
 - b. a letter of credit reference from a recognized bank or financial institution; or
 - c. a certified copy of a credit report from a recognized credit bureau, such as Dun and Bradstreet or TRW.

THE CITY RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT FAILS TO INCLUDE COMPLETE DISCLOSURE STATEMENT FORM.

Dated at _____, this _____ day of _____, 20____.

(Signature, if individual)

By: _____ (Seal, if corporation)
(Signature)

Print Name: _____
(Legal Business Name of Company/Partnership/Corporation)

Print Title: _____

[MANDATORY AFFIDAVIT(S) AND ACKNOWLEDGEMENT APPEARS ON FOLLOWING PAGE]

-----**(Affidavit for Individual)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is an authorized representative of the Bidder/Proposer; b) he/she has read all statements and answers to this **DISCLOSURE STATEMENT FORM**, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) the attached letter of credit/certified copy of credit report or financial statement, taken from his/her books, is a true and accurate statement of his/her financial condition as of the date thereof; and d) all of the foregoing qualification information is true, complete and accurate.

-----**(Affidavit for Partnership)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is a member of the partnership of _____; b) he/she has read all statements and answers to this **DISCLOSURE STATEMENT FORM**, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) he/she is familiar with the books of said partnership showing its financial condition; d) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said partnership, is a true and accurate statement of his/her financial condition of the partnership as of the date thereof; and 3) all of the foregoing qualification information is true, complete and accurate.

-----**(Affidavit for Corporation)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is a _____ of _____ (Full Legal Name of Corporation); b) he/she has read all statements and answers to this **DISCLOSURE STATEMENT FORM**, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) he/she is familiar with the books of said corporation showing its financial condition; d) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said corporation, is a true and accurate statement of his/her financial condition of the corporation as of the date thereof; and 3) all of the foregoing qualification information is true, complete and accurate.

-----**(Acknowledgement)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that he/she is _____ of _____ (Name of Bidder), that he/she is duly authorized to make the foregoing affidavit and the he/she makes it on behalf of () him/herself; () said partnership; () said corporation.

Sworn to before me this _____ day of _____, 20____, in the County of _____, State of _____.

My Director expires: _____

(Notary Public)

NONCOLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

I, hereby certify under the penalty of perjury, that the foregoing statement is true.

By: _____
Bidder's Signature

Date

Print Name

Title

Legal Name of Individual or Business Name
Of Company/Partnership/Corporation

Bidder's Federal Tax Identification #
(Do Not Use SS #)

Address

Email Address

[MANDATORY ACKNOWLEDGEMENT APPEARS ON FOLLOWING PAGE]

- (Acknowledgement for Individual)

On _____, 20____, before me personally came _____ to me known, and known to me to the individual(s) described in, and who executed the foregoing NONCOLLUSIVE BIDING CERTIFICATION, and duly acknowledged to me that he/she executed the same.

(Notary Public)

- (Acknowledgement for Partnership)

On _____, 20____, before me personally came _____ to me known, who, by me duly sworn, did depose and say that deponent resides at _____; that deponent is a member of the partnership described in and which executed the foregoing NONCOLLUSIVE BIDING CERTIFICATION; deponent is authorized to sign the foregoing NONCOLLUSIVE BIDING CERTIFICATION.

(Notary Public)

--(Acknowledgement for Corporation):

STATE OF _____)
COUNTY OF _____)
ss.: _____)

On _____, 20____, before me personally came _____ to me known, who, by me duly sworn, did depose and say that deponent resides at _____; that deponent is the _____ of the corporation described in and which executed the foregoing NONCOLLUSIVE BIDING CERTIFICATION; that deponent knows the seal of the corporation, that the seal affixed to the NONCOLLUSIVE BIDING CERTIFICATION, is the corporate seal, that it was affixed by order of the board of _____ of the corporation; and that deponent signed deponent's name by like order.

(Notary Public)

INSURANCE CERTIFICATION

TO BE COMPLETED BY AN AUTHORIZED INSURANCE AGENT

INSTRUCTIONS:

Please complete this Insurance Certification and attach copies of proof of insurance as follows:

1. **Commercial General Liability/Automobile Liability:** ACCORD-25 FORM.
2. **Worker's Compensation:** Certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Worker's Compensation Law §57(2) evidencing proof of workers' compensation insurance *or* proof of Bidder not being required to secure same.
3. **Disability Benefits Insurance:** Certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law §220 evidencing proof of disability benefits insurance *or* proof of Bidder not being required to secure same.

This form and all supporting documentation must be submitted with this Bid/Proposal even if said information is on-file with the City of Long Beach in connection with another bid, project or contract.

(Name and Address of Bidder)

Name of Bid: _____ Bid Number: _____

1. Commercial General Liability with completed operations (plus X.C.U. when applicable), to which the City of Long Beach has been added as additional insured, and Automobile Liability: \$2,000,000.00 Combined single limit (bodily and personal injury/property damage).

Insurance Carrier (Commercial General Liability):

Policy Number(s):

2. Worker's Compensation:

Insurance Carrier: _____ Policy Number(s): _____

3. The above is effective with New York State admitted insurance companies, and is A rated or equivalent to A rated.
4. Policy cancellation or non-renewal shall be effective only upon thirty (30) days prior notice by certified mail to:

City of Long Beach, Office of Corporation Counsel, 1 West Chester Street, Long Beach, NY 11561

Authorized Insurance Agent's Signature and Title:

Name, Insurance, Affiliation and Address:

Dated: _____

CITY OF LONG BEACH • PURCHASING DEPARTMENT

1 WEST CHESTER STREET • LONG BEACH, NY 11561 • (516) 431-1006 (P) • (516) 431-1839 (F)

[PURCHASING@LONGBEACHNY.GOV](mailto:Purchasing@longbeachny.gov) • WWW.LONGBEACHNY.GOV

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

The bidder hereby acknowledges that he/she has received and that he/she has considered in the preparation of his/her bids, all requirements in the following Addenda to this Bid/Proposal/Contract:

Note: This acknowledgement shall be signed by the person executing the Statement of Understanding.
Insert additional pages, as necessary.

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID/PROPOSAL.

IMPORTANT NOTICE:

THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL BIDDERS. IF NO ADDENDA ARE RECEIVED, CHECK THE "NO ADDENDUM" BOX ABOVE AND SIGN THE ACKNOWLEDGEMENT.

THE CITY RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT FAILS TO INCLUDE THIS ACKNOWLEDGEMENT OR RECEIPT OF ADDENDA FORM

New York State Department of Labor Wage Rate Schedule(s)

***For public work or building services as defined by Articles 8 and 9 of the
New York State Labor Law ONLY.**

I _____, (bidder/proposer) have read, understand, and agree to pay all employees in accordance with Section 15 of the General Conditions, and the prevailing wage rates established by the New York State Department of Labor, annexed hereto and made a part hereof as Schedule 'A'.

Name of Bidder/Proposer

Title:

SCHEDULE A

CITY OF LONG BEACH • PURCHASING DEPARTMENT
1 WEST CHESTER STREET • LONG BEACH, NY 11561 • (516) 431-1006 (P) • (516) 431-1839 (F)
PURCHASING@LONGBEACHNY.GOV • WWW.LONGBEACHNY.GOV

SCHEDULE A

BID PROPOSAL FORM

Bidder's Name, Address, Phone Number and Contact Person

Timothy Sanna, 177 Hewlett Ave East Patchogue
NY 11772, 631-208-7006, 516-208-7924

<u>Description</u>	<u>Discount Rate Percentage</u>	<u>Price List Dated</u>	<u>Name of Manufacturer</u>
Passenger Car & Light Commercial Use Batteries, as per specifications	<u>see attached Price sheet</u>		<u>Interstate Batteries</u>
Commercial Use & Heavy Duty Batteries, as per specifications	<u>see attached Price sheet</u>		<u>Interstate Batteries</u>

Allowance Offered for Used Batteries=\$ one for one, \$8.00 for extra core

Manufacturers latest Price List must be submitted with bid response.



Interstate Batteries of South West Nassau
126 Albany Avenue
Freeport, NY 11520

Outrageously Dependable®

Phone: 516-208-7924
Fax: 516-208-7925
Email: ibsswn@optonline.net

GROUP SIZE	TERMINAL	PART #	SAE RATINGS			TOWN OF HEMPSTEAD	SUGGESTED RETAIL	FREE REPLACE. MONTH
			CCA 30 sec./0°F	CA 30 sec./32°F	RC min 25 amp/80°F			
M LINE - 18 MONTHS FREE REPLACEMENT								
24	A	M-24	530	660	95	80.81	154.95	18
24F	A	M-24F	530	660	95	84.81	154.95	18
34	A	M-34	540	675	90	80.81	154.95	18
35	A	M-35	450	560	80	84.81	154.95	18
51	A	M-51	425	530	75	80.81	154.95	18
51R	A	M-51R	425	530	75	84.81	154.95	18
58	A	M-58	460	575	80	80.81	154.95	18
65	A	M-65	650	810	130	109.81	154.95	18
75	S	M-75	550	685	80	80.81	154.95	18
78	S	M-78	630	850	120	80.81	154.95	18
86	A	M-86	520	650	90	96.21	174.95	18
96R	A	M-96R	500	625	90	96.21	174.95	18
124R	A	M-124R	675	840	120	103.14	184.95	18
H5 (47)	A	M-47/H5	630	785	100	80.81	154.95	18
H6 (48)	A	M-48/H6	610	760	95	109.81	174.95	18
H7 (94R)	A	M-94R/H7	750	935	130	109.81	184.95	18
H8 (49)	A	M-49/H8	850	1000	150	103.14	184.95	18
MTP-LINE - 30 MONTHS FREE / 6 YEAR PERFORMANCE**								
24	A	MTP-24	750	940	130	127.46	234.95	30
24F	A	MTP-24F	750	940	130	127.46	234.95	30
27F	A	MTP-27F	710	890	165	125.76	234.95	30
34	A	MTP-34	800	1000	110	127.46	234.95	30
35	A	MTP-35	640	800	100	125.76	234.95	30
65	A	MTP-65HD	850	1000	150	130.01	239.95	30
75	S	MTP-75	700	875	95	125.76	234.95	30
78	S	MTP-78	800	1000	110	127.46	234.95	30
34/78DT	DT	MTP-78DT	800	1000	115	127.46	234.95	30
86	A	MTP-86	650	810	95	127.46	234.95	30
96R	A	MTP-96R	590	740	95	125.76	234.95	30
124R	A	MTP-124R	700	875	120	125.76	234.95	30
151R	A	MTP-151R	370	465	57	127.46	234.95	30
H4	A	MTP-H4	480	585	74	130.01	239.95	30
H6 (48)	A	MTP-48/H6	730	910	115	134.86	239.95	30
H7 (94R)	A	MTP-94R/H7	790	985	130	134.86	239.95	30
H8 (49)	A	MTP-49/H8	730	910	175	136.81	249.95	30
H9 (95R)	A	MTP-95R/H9	950 EN	1000	180	142.76	259.95	30
T4	A	MTP-T4	470	585	70	125.76	234.95	30
T5 (90)	A	MTP-90/T5	600	750	90	125.76	234.95	30
V4	A	MTP-V4	520 EN			142.76	259.95	30

WITH NO EXCHANGE, CORE CHARGE WILL APPLY



Interstate Batteries of South West Nassau
126 Albany Avenue
Freeport, NY 11520

Outrageously Dependable®

Phone: 516-208-7924
Fax: 516-208-7925
Email: ibsswn@optonline.net

GROUP SIZE	TERMINAL	PART #	SAE RATINGS			TOWN OF HEMPSTEAD	SUGGESTED RETAIL	FREE REPLACE MONTH
			CCA 30 sec./0°F	CA 30 sec./32°F	RC min 25 amp/80°F			
COMMERCIAL								
31A	A	PF-31P-7	1000	1200	180	99.99	149.95	12
31T	T	PF-31S-7	1000	1200	180	99.99	149.95	12
24MDC	M	SRM-24	550	MCA 690	140	97.71	154.95	12
24MDP	M	HD24-DP	405	MCA 505	100	82.41	129.95	12
24MS	M	24M-HD	500	MCA 625	95	82.41	129.95	12
24MS	M	24M-XHD	800	MCA 1000	135	104.51	164.95	12
27MDC	M	SRM-27	600	MCA 750	160	105.36	164.95	12
27MS	M	27M-XHD	800	MCA 1000	182	110.46	174.95	12
31MDC	M	SRM-31	675	MCA 845	210	120.66	189.95	12
4DMDC	M	SRM-4D	1314	MCA 1645	390	204.81	354.95	6
31A	A	31P-MHD	950	1190	195	118.96	189.95	18
31T	T	31-MHD	950	1190	195	118.96	189.95	18
4D	A	4D-XHD	1000	1250	295	174.21	259.95	6
4DLT	A	4DLT-VHD	860	1075	235	168.26	249.95	6
8D	A	8D-XHD	1155	1445	380	194.61	309.95	6
1	A	1-VHD	640	750	160	80.71	164.95	6
2	A	2-XHD	625	750	160	80.71	164.95	6
3EH	A	3EH-VHD	850	1020	280	101.96	174.95	6
4	A	4-XHD	1000	1250	295	101.96	174.95	6
U1	X	SP-35	300	32		48.41	69.95	6
GC2	UTL	GC2-ECL-UTL	447	115	225	164.95	209.95	12
GC2	UT	GC2-HCL-UT	383	105	210	150.95	194.95	12
GC8	UT	GC8-HCL-UT		295	117@56A	181.95	229.95	12
6TL	A	6TL	825	215		170.81	279.95	6
AGM LINE - 36 MONTHS FREE / LONG LIFE PERFORMANCE								
24F	A	MTX-24F	710	885	120	190.36	284.95	36
34	A	MTX-34	740	925	115	190.36	284.95	36
35	A	MTX-35	650	800	100	190.36	284.95	36
H5 (47)	A	MTX-47/H5	650	750	100	190.36	284.95	36
H6 (48)	A	MTX-48/H6	760	950	120	198.01	294.95	36
H8 (49)	A	MTX-49/H8	900	1000	160	216.71	319.95	36
65	A	MTX-65	750	935	120	198.01	294.95	36
S46B24R	JIS	MTX-S46B24R	410	510	75	190.36	284.95	36
H7 (94R)	A	MTX-94R/H7	850	1000	140	198.01	294.95	36
H9 (95R)	A	MTX-95R/H9	950	1000	190	216.71	319.95	36

SUGGESTED RETAIL PLUS \$40.00 IS LIST PRICE



Interstate Batteries of South West Nassau
126 Albany Avenue
Freeport, NY 11520

Outrageously Dependable®

Phone: 516-208-7924

Fax: 516-208-7925

Email: ibsswn@optonline.net

GROUP SIZE	TERMINAL	PART #	SAE RATINGS			EXCHANGE STOCK #	SUGGESTED RETAIL	FREE REPLACE MONTH
			CCA 30 sec./0°F	CA 30 sec./32°F	RC min 25 amp/80°F			
MT LINE - 24 MONTHS FREE / 5 YEAR PERFORMANCE**								
24	A	MT-24	600	750	110	113.86	219.95	24
24F	A	MT-24F	600	750	110	119.86	219.95	24
25	A	MT-25	550	690	100	113.86	219.95	24
26	A	MT-26	525	655	85	106.21	194.95	24
26R	A	MT-26R	550	690	90	109.66	194.95	24
27	A	MT-27	810	1000	140	113.86	219.95	24
34	A	MT-34	700	875	120	113.86	219.95	24
35	A	MT-35	550	690	100	119.86	219.95	24
36R	A	MT-36R	650	810	130	113.86	219.95	24
40R	A	MT-40R	590	740	105	113.86	219.95	24
42	A	MT-42	500	625	75	113.86	219.95	24
51	A	MT-51	500	625	85	113.86	219.95	24
51R	A	MT-51R	500	625	85	119.86	219.95	24
56	A	MT-56	590	740	95	113.86	219.95	24
58	A	MT-58	540	675	80	113.86	219.95	24
58R	A	MT-58R	610	765	100	113.86	219.95	24
59	A	MT-59	590	740	100	113.86	219.95	24
65	A	MT-65	675	845	130	124.86	219.95	24
66	A	MT-66	750	940	140	125.76	239.95	24
75	S	MT-75	650	810	93	113.86	219.95	24
78	S	MT-78	700	875	120	113.86	219.95	24
79	S	MT-79	840	1000	140	125.76	239.95	24
85	A	MT-85	625	780	95	113.86	219.95	24
86	A	MT-86	525	655	90	113.86	219.95	24
101	S	MT-101	650	810	110	163.16	299.95	24
121R	A	MT-121R	600	750	100	113.86	219.95	24
H5 (47)	A	MT-47/H5	650	810	100	124.86	224.95	24
H8 (49)	A	MT-49/H8	900	1000	150	125.76	224.95	24
46A24L	A	MT-MX-5	370	465	45	113.86	219.95	24

SUGGESTED RETAIL PLUS \$40.00 IS LIST PRICE

2

(3)

the world of

Family Owned & Operated Since 1986

E. Van Creations

Screenprinting • Embroidery • Promotional Items

SCREENPRINT**EMBROIDERY****STAHL'S/TRANSFER****OTHER** _____

CLIENT

Mount Sinai South Nassau

ADDRESS

WD

 TEL# 516-377-5368 CEL# 516-220-2779 FAX# _____ E-MAIL _____

DATE OF SALE

4/9/25

DATE NEEDED

END OF MAY.

REORDER

SAME

CHANGES

PROOF NEEDED

YES

NO

TAX EXEMPT/RESALE YES # _____

NEEDED **NOTES**

LONG BEACH LIFE GUARDS - SPONSOR

QTY	STYLE#	DESCRIPTION	COLOR	XS	S	M	L	XL	2X	3X	UNIT \$	TOTAL \$
1	G500 Y A	50/50 COTTON T-SHIRTS		X	X	X	X	X	X	X	\$8.00	\$1304.00
											\$9.50	\$76.00
									X	X	\$10.50	\$21.00

* PRICING IS BASED
UPON ORDER BEING
PLACED NO LATER THAN
TUESDAY 4/15/25 *

 SEE ADDIT

SCREENS: _____

ARTWORK \$25

COLOR CHANG

CUSTOM INK MD

BELOW MIN. RESET SCREENS \$25 \$ _____

REQUESTED IN THE EVENT OF CANCELLATION OF CONTRACT,
IT WILL BE BASED UPON AN HOURLY RATE TO COVER THE COSTS IN
RICAL FOR THIS JOB.to this job may be released to client only if paid for by client.
art/sketches and materials used for jobs are property of
otherwise noted or supplied by client.all costs of collection in the event of default of payment by client,
attorney's fee. In the event of delinquent payments, the client will
interest for every month after the first 30 days.ECKS PAYABLE TO: E. VAN CREATIONS
QUIRED TO START ALL JOBS/PROOFS**TOTAL SALE** _____**SALES TAX** 4.625% _____

8.625% _____

TOTAL _____***DEPOSIT** _____**BALANCE** _____

SIGNATURE .

DATE

**Agreement
Between
The City of Long Beach
And
Starfire Corporation**

THIS AGREEMENT (“Agreement”), entered into on the _____ day of _____ 2025 by and between the City of Long Beach, a Municipal Corporation with its principal office located at 1 West Chester Street, Long Beach, New York 11561 (“City”), and Starfire Corporation, a Pennsylvania Corporation with its Corporate Headquarters located at 566 Theater Road, P.O. Box 179, St. Benedict, Pennsylvania 15773 (“Starfire”). Hereinafter the City and Starfire may be referred to collectively as the “Parties” or individually as “Party”.

Recitals

WHEREAS, Starfire designs, produces, and conducts fireworks displays;

WHEREAS, the City wishes to engage Starfire to design, produce and perform a fireworks display pursuant to the terms and conditions hereinafter set forth;

WHEREAS, Starfire provided the City with a proposal (Company Contract No. 2025-502) which is incorporated herein and made a part hereof, and a copy of which is annexed hereto; and

WHEREAS, if any provisions of Starfire’s Proposal conflicts with the terms of this Agreement, this Agreement shall control.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the parties agree as follows:

1. RECITALS: The preamble, recitals above, and documents referenced therein shall be incorporated into and made a material part of this Agreement.

2. FIREWORKS DISPLAY: On, July 11, 2025 at approximately 9:00 p.m. (hereinafter “the Display Date”), Starfire shall provide the fireworks and equipment, of the type and quantity set forth in its proposal, for the display in the ocean at the approximate location of Riverside Blvd., Long Beach, New York 11561 (“Display Site”). The display will be under the supervision of a Starfire trained technician. It is agreed that Starfire shall be the sole fireworks supplier and producer for the event contracted for herein. (Note: The actual start and stop time of the display will be determined by the governmental authorities having jurisdiction over the display).

***ALTERNATE DATE:** July 12, 2025 (The City shall use its best efforts to provide notice of cancellation/rescheduling by July 10, 2025, 11:59 p.m.

3. COST AND PAYMENTS: Fireworks Display Price = \$44,000.00. The total (Fireworks Display Price plus all other applicable charges) sum of \$44,000.00 shall be due and payable as follows:

i. The sum of: \$22,000.00 within seven (7) days of the execution and delivery

of this contract.

- ii. The Balance of \$22,000.00 (which includes any taxes that may be applied to this sale) shall be paid by Official Check made payable to Starfire within 14 days of City's receipt of a final invoice, following the launch of the fireworks display.

4. SCOPE OF WORK - Star fire shall:

- i. Perform a preliminary site inspection;
- ii. Establish the selected firing/launch sites within the City's agreed upon parameters;
- iii. Determine the correct firing and launch specifics regarding equipment and redundancy;
- iv. Build and assemble, to Starfire's specifications launch infrastructure, with strict compliance to NFPA standards and all other applicable Federal, State and local laws, codes, rules and regulations; and
- v. Fully integrate all firing and command locations into one seamless element.

5. INABILITY to DELIVER or CONDUCT FIREWORKS DISPLAY/FORCE

MAJEURE. Starfire shall not incur any liability for any loss or for any failure to perform any obligation hereunder due to unforeseeable causes beyond its reasonable control including without limitation legal or regulatory restrictions, power loss, telecommunications failure, acts of God, or any other cause beyond its reasonable control. In the event Starfire is unable to deliver the Fireworks Display on the Delivery Date based on some unforeseeable occurrence beyond its reasonable control this contract will remain in full force and effect and the Fireworks Display will be performed on the Alternate Date or such other date as may be agreed upon by the parties. Should Starfire fail to deliver the Fireworks Display on the Delivery Date for reasons that are not unforeseeable and/or are within its control, the same would constitute a material breach of this agreement, and this agreement shall be deemed null and void all monies received by Starfire from the City shall be returned within fifteen (15) days of such notification the breach along with any other remedies the City has at law or in equity.

6. CONTRACT SUBJECT TO GOVERNMENT REGULATION: This Agreement and Starfire obligations hereunder are subject to all applicable Federal, State, Municipal and local laws, rules, ordinances, regulations and codes, now or hereinafter in effect, and to the conditions and limitations contained in the permits required to be obtained by Starfire prior to the Fireworks Display. In the event any Federal, State, municipal or local law, rule, regulation or ordinance shall be enacted which in any way prohibits, limits or restricts the sale, performance or operation of the exhibition of the Fireworks Display or in the event Starfire's permit in any way limits or restricts the sale, performance or operation of said exhibition, Starfire shall limit or restrict its performance or the Fireworks Display so as to comply with such law, rule, regulation or ordinance or limitation or restriction of Starfire's permit. If a Federal, State, municipal or local law, rule, regulation or ordinance prohibits the sale, performance or operation of the exhibition of the Fireworks display, all monies received by Starfire from the City shall be returned within fifteen (15) days of such notification.

7. GENERAL PROVISIONS:

- i. This agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and may not be changed, modified, renewed or extended except by a written agreement, signed by both parties.

- ii. Starfire is responsible for removal of all debris associated with the Fireworks Display.
- iii. Should any clause, section, or part of this agreement be held or declared to be void or illegal for any reason, all other clauses, sections, or parts of this agreement which can be affected without such illegal clause, section, or part shall nevertheless continue in full force and effect.
- iv. Starfire agrees to procure Commercial General Liability with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. All such policies shall be endorsed to include the City of Long Beach as an additional insured. Starfire shall provide proof of insurance within fifteen (15) days of full execution of this Agreement.
- v. Starfire agrees to the fullest extent permitted by law, defend, indemnify and hold harmless the City of Long Beach, its officers, employees, and/or agents, City Council, both individually and as a collective Board from any and all liability, damage, loss, claims, demands and actions of any nature whatsoever, arising directly out of any undertaking, product, goods, merchandise, products, services sold and/or work supplied, furnished or performed by Starfire, its subcontractors or its agents. This shall not include claims resulting from the negligence, gross negligence or willful misconduct of the City of Long Beach.
- vi. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

8. SUBSTITUTIONS: Starfire shall have the right, at its discretion, to substitute any fireworks it deems necessary provided same does not detract from the aesthetic value or quality of the program. This includes, but is not limited to, shell sizes, quantities, types and brand names.

9. ARBITRATION: Any and all disputes, differences, or any other type of controversy arising out of or in relation to this Agreement, including as to the meaning or interpretation of any provision hereof, shall be resolved by arbitration in the State of New York, County of Nassau, unless otherwise agreed upon by the parties pursuant to the commercial rules then obtaining of the American Arbitration Association. Only one (1) arbitrator shall be required, and the arbitrator may award attorneys' fees. The award of the arbitrator shall be final and binding and judgment may be entered thereon in any court of competent jurisdiction. The arbitrator sitting in such controversy shall have no power to alter or modify any express provision of this Agreement, nor to make any award which by its terms effects any such alteration or modification. Either party may seek from the court of competent jurisdiction any provisional remedy in aid of arbitration, including, but not limited to, injunction, attachment or replevin, pending the determination of any claim or controversy in arbitration. Any and all disputes, controversies, actions, claims, causes of action, or proceedings arising under, out of, or in connection with or relating to the terms of this contract, and any amendment thereof, commenced by, between or against any of the parties of this contract shall be deemed to have arisen from a transaction of business in New York, and shall be resolved by application of the substantive laws of the State of New York.

10. EXHIBITION PLANNER CHECKLIST (“EPC”)-Responsibilities of Starfire:

i. **FIREWORKS DISPLAY PERMIT:** (Note: The actual start and stop time of the display will be determined by the governmental authorities having jurisdiction over the display). It is Starfire’s responsibility to call the State, City, County, Town, Borough, or Village Fire Marshal or other appropriate authority to file for and obtain the Fireworks Display permit. Starfire Must obtain the following information:

1. Filing application deadline and fees.
2. Local and state requirements for fireworks license for transportation and/or display.
3. Fire Marshal's requirements for security of fireworks truck upon arrival, and the security of the fire zone before and during the display.
4. Federal regulations require that Starfire follows an accurate route plan to the display site (approved by the fire marshal or other authority, if necessary).
5. Starfire to notify the FAA on day of the display, according to the instructions in the FAA Letter of Approval.

ii. **COAST GUARD PERMITS:**

1. If the fireworks are to be displayed on or near the water, the following may be required: (Requests for permits must be filed at least 60 days prior to the Display Date (135 days prior for 4th of July events)).
2. Coast Guard Application and Permit to Handle Hazardous Materials.
3. Coast Guard Marine Event Permit.

11. ADDITIONAL INSUREDS. The additional Insured(s) shall appear on the Certificate of Insurance as Follows: “City of Long Beach New York, its agents, employees, and elected officials”.

IN WITNESS WHEREOF the parties have duly executed this Agreement in duplicate originals the date and year first above written.

City of Long Beach

By: _____

Daniel Creighton
City Manager

Starfire Corporation

By: _____

Audrey Jean Terrizzi
President