

# TOWN OF NORTH HEMPSTEAD



## Request for Sealed Bids

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

<b><u>BID OPENING INFORMATION</u></b>	NAME OF BID: <b><i>TNH087-2015- Radar Speed Signs and Trailers</i></b>
Date: September 9, 2015 Time: 11AM	
INVITATION FOR BIDS NUMBER: TNH087-2015	Specification Reference: As Incorporated in the Invitation For Bids
CONTRACT PERIOD: For one year from date of award, with the option to be extended for two additional periods of one year each, with the same terms and conditions, including price.	

The bid must be fully and properly executed by an authorized person.

*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 INVITATION FOR BIDS, Town of North Hempstead General Conditions, and that all information provided is complete, true and accurate.*

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: _____

### Department of Administrative Services - Purchasing Division

220 Plandome Road • Manhasset, New York 11030 • (516) 869-2913 (P) • (516) 869-2919  
 (F)Contracts@northhempsteadny.gov • www.northhempsteadny.gov

# TOWN OF NORTH HEMPSTEAD



## Request for Sealed Bids

THIS BID  
CONTAINS THE FOLLOWING:

Notice to Bidders/Proposers  
Instruction to Bidders/Proposers  
Bid Specifications/Items List  
General Conditions  
Bidders' Qualifications Statement

(includes bidders statement, non-collusion statement, insurance forms)

**Peter Hoda, Commissioner**  
**Department of Administrative Services -**  
**Purchasing Division**

220 Plandome Road • Manhasset, New York 11030 • (516) 869-2913 (P) • (516) 869-2919 (F)  
Contracts@northhempsteadny.gov • [www.northhempsteadny.gov](http://www.northhempsteadny.gov), click on  
Working Tab, Bids/RFPs

**IMPORTANT NOTE TO POTENTIAL BIDDERS:** Receipt of these bid documents does not indicate that the Town of North Hempstead 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 Department of Administrative Services – Purchasing Division of the Town of North Hempstead in the Office of the Purchasing Division located on the lower level of Town Hall, 220 Plandome Road, Manhasset, New York 11030, **on the 9<sup>th</sup> day of September 2015, 11AM**, at which time they will be publicly opened and read and the Contract awarded as soon thereafter as practicable for:

#### **TNH087-2015- Radar Speed Signs and Trailers**

Bids may be mailed or delivered to the Purchasing Division, 220 Plandome Road, Manhasset, New York 11030, provided the Bid is actually received by the Purchasing Division prior to the time of public opening; or Bids may be delivered to the place of public opening (*i.e.*, the Office of the Purchasing Division) immediately 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.

In accordance with General Municipal Law, Article 5-G, Paragraph 119-o an intermunicipal agreement has been entered into between the Town of North Hempstead and entities listed in attachment A, which agreement provides that said entities may purchase off this bid by separate agreement made directly with the bidder/contractor.

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 Town.

It is the policy of the Town of North Hempstead 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 Town in meeting the requirements as set forth in the bidding and contract documents.

The Town 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 Town of North Hempstead, Town Code at the time of submission will be denied.

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

PETER HODA, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATED: Manhasset, New York  
Date: August 7, 2015

## INSTRUCTIONS TO BIDDERS/PROPOSER'S

Please take Notice; for the purposes of this Request for Proposals (“RFP”), the term “Bid” and “Proposal” shall be interchangeable and shall be used synonymously.

ITB-1 BID/PROPOSAL 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 Commissioner of Administrative Services.

**Invitations for Bids will consist of the following documentary components:**

- a. Notice to Bidders/Proposers
- b. Instructions to Bidders/Proposers
- c. General Conditions
- d. Standard Specifications (as defined in General Conditions)
- e. Proposal Form with Schedule ‘B’
- 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 Town 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, s/he shall promptly submit to the Commissioner of Administrative Services, 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 Town nor the Commissioner of Administrative Services may be held responsible or liable for any other explanations or interpretations of these Bid Documents.

ITB-5 ADDENDUM TO BID DOCUMENTS

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 TOWN BOARD

The Town Board 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 Town, after all Bids/Proposals 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 Town 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 TOWN HEREBY RESERVES THE ASBOLUTE 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 Division 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 Town'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:
- (1) The prices in this bid/proposal 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/proposer or with any competitor;
  - (2) 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/proposer 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/proposer 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/Proposer shall be responsible for submitting his current Disclosure Statement with his Bid/Proposal. The Town retains the right to investigate, verify the information submitted in the Disclosure Statement, and interview all bidders prior to award of the Contract. **THE TOWN HEREBY RESERVES THE ASBOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT DOES NOT INLCUDE 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 TOWN HEREBY RESERVES THE ASBOLUTE RIGHT TO REJECT ANY BID/PROPOPOSAL THAT DOES NOT CONFORM TO THIS SECTION.**

**SEALED BID ENCLOSED**  
Town of North Hempstead  
Department of Administrative Services  
Purchasing Division

Bidder's Name: \_\_\_\_\_

\_\_\_\_\_

Bid Number: \_\_\_\_\_

Bid Name: \_\_\_\_\_

Due Date: \_\_\_\_\_

**Bid Requirements:**

<i>Items</i>	<i>Description</i>	<i>Unit price</i>	<i>Discounted price Provide breakdown if applicable</i>	<i>Delivery from date of purchase order</i>
1	TC-500 Radar Speed by radarsign (with data collection capabilities) or <i>equal</i>			
2	TC-500 Radar Speed by radarsign (without data collection capabilities) or <i>equal</i>			
3	Titan TC-400 Radar Speed Sign by radarsign (with data collection capabilities) or <i>equal</i>			
4	Titan TC-400 Radar Speed Sign by radarsign (without data collection capabilities) or <i>equal</i>			
5	Wanco compact radar-speed trailer, model WSDT3 or <i>equal</i>			
6	Training, please indicate if it is included and explain. If not, please provide pricing.			
7	Manuals			
9	Warranty			
8	Extended warranty (above 2 year )			

**Notes:**

- 1- Please take into account specifications included at the end of this contract.
- 2- Prices should include shipping.

## **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 Town of North Hempstead 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 16A of the Code of the Town of North Hempstead, 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 Town of North Hempstead 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 Town of North Hempstead. 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/Proposal.

## 6. **DEFINITIONS**

**AWARD** is the decision of the Town 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 Town informing the Contractor that its bid was accepted.

**BID DOCUMENTS** Writings by the Town 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. For the purpose of this Request for Proposal, the term "Bid" and "Proposal" shall be interchangeable and shall be used synonymously. As required by the Bid Documents, the Bid or proposal may be subject to modification through the solicitation by the Town 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 solicitation. The term Bidder shall also include the term "proposer" or "offeror." In the case of negotiated Contracts, "Bidder" shall refer to the "Contractor."

**BID SPECIFICATION** A written description drafted by the Town 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 Town 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 Town 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.

**COMMISSIONER** Commissioner of the Department of Administrative Services or his/her authorized representative.

**COMPTROLLER** Comptroller of the Town of North Hempstead.

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

**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 Town 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 Commissioner 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 Town (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 DIVISION** shall mean the Town of North Hempstead, Department of Administrative Services Purchasing Division.

**PURCHASE ORDER** The Town'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 Commissioner 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.

**TOWN** shall mean the Town of North Hempstead, Nassau County, New York.

**TOWN ATTORNEY** Town Attorney of the Town of North Hempstead.

**TOWN BOARD** shall mean the council members duly elected by the residents of the Town of North Hempstead, Nassau County, New York.

### **BID SUBMISSION**

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

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

A Bid/Proposal return envelope, if provided with the Bid Specifications, should be used with the Bid/Proposal sealed inside. If the Bid/Proposal response does not fit into the envelope, the Bid/Proposal envelope should be attached to the outside of the sealed box or package with the Bid/Proposal inside. If using a commercial delivery company that requires use of their shipping package or envelope, Bidder's/Proposer'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/Proposals must have a label on the outside of the package or shipping container outlining the following information:

**"BID/PROPOSAL ENCLOSED** (bold print, all capitals)

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

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

Notwithstanding the Town's right to open a Bid/Proposal to ascertain the foregoing information, Bidder/Proposer assumes all risk of late delivery associated with the Bid/Proposer not being identified, packaged or labeled in accordance with the foregoing requirements.

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

**9. LATE BIDS/PROPOSALS** For purposes of Bid openings held and conducted by the Purchasing Division, a Bid must be received in such place as may be designated in the Bid Documents or if no place is specified to the Town of North Hempstead, Purchasing Division, 220 Plandome Road, Manhasset, New York 11030, 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 Town. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the Town 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 Commissioner.

**10. BID/PROPOSAL CONTENTS** Bids/Proposals must be complete and legible. All Bids/proposals must be signed. All information required by the Bid Specifications must be supplied by the Bidder/Proposer 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 Commissioner or may be grounds for rejection of the Bid. Changes, corrections and/or use of white-out in the Bid or Bidder's/Proposer's response portion of the Bid Document must be initialed by an authorized representative of the Bidder/Proposer. Bidders/Proposers are cautioned to verify their Bids/Proposals before submission, as amendments to Bids or requests for withdrawal of Bids/Proposals received by the Commissioner after the time specified for the Bid opening/date of submission of RFP, may not be considered.

**11. EXTRANEOUS TERMS** Bids/Proposals 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/Proposal non-responsive and may result in rejection of the Bid/Proposal.

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 Commissioner 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 Commissioner 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 Commissioner 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 Commissioner 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 Town, 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**. 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 Town 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 three 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 Town for public work or building services, or any sub-contractor entering into a sub-contract with a Contractor who has a Contract with the Town 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 Town 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 Commissioner’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 Commissioner, 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 Commissioner.

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 Commissioner.

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 Commissioner, 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 Town 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 Town 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 Town. 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 Commissioner, 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 Town practices. The following practices may be supplemented or modified, in writing, by the Commissioner.

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 Town.

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 Town. 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 Town practice; (d) Have a cover with content and format which shall conform to current Town practices.

d. The word "plans" shall be synonymous with the words "drawings". Any plans shall: (i) Have a title sheet conforming to current Town 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:

(a) 8½" x 11", or fold-out multiples thereof, if to be

bound into the specifications book, subject to approval by the Commissioner.

(b) A minimum of 22" x 36" to a maximum of 36" x 48" to be approved by the Commissioner.

(c) CADD generated drawings shall be plotted

on mylar reproducibles and the CADD files shall be

additionally provided to the Town on disc in a

format acceptable to the Town.

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 Town 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 Commissioner. In the event of any revisions in specifications or original drawings, the Contractor shall submit two revised copies to the Commissioner.

**C. Surrender of Documents** Upon termination or completion of the Contract, the Contractor shall surrender, within fifteen (15) days to the Commissioner (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 Town'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 Commissioner. Neither the Town'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 Town in accordance with applicable law for all damages to the Town 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 Town 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 Town any and all assistance, which the Town 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 Commissioner prior to undertaking any such testing program.

B. The Commissioner will determine if it is in the best interests of the Town 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 Commissioner 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 Commissioner 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 Commissioner 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 Commissioner 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 Commissioner 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 Commissioner) 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 Commissioner the sample or product submitted is not in accordance with the specifications or testing requirements prescribed in the Bid Specifications, the Commissioner may reject the Bid. If an award has been made, the Commissioner 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 Commissioner, 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 ACCORDENCE WITH THIS SECTION. THE TOWN RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID FOR FAILURE TO COMPLY WITH THIS SECTION.**

### **BID EVALUATION**

26. **BID EVALUATION** The Commissioner reserves the right to accept or reject any and all Bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Commissioner determines the best interests of the Town will be served. The Commissioner, in his/her sole discretion, may accept or reject illegible, incomplete or vague Bids and his/her 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 Commissioner 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 Commissioner 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 Commissioner 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 Commissioner 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 Commissioner 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 Commissioner may reject such Bid or terminate the Contract.

32. **QUANTITY CHANGES PRIOR TO AWARD** The Commissioner 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 Commissioner 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 Commissioner, 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 Commissioner.

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

Other than where such terms are more advantageous for the Town 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 Town unless authorized by the Commissioner. 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 Town's subsequent acceptance of Product, or that the Town has subsequently processed such document for approval or payment.

**36. SCOPE CHANGES** The Commissioner 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 Commissioner 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 Town 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 Town. ***The Town retains the absolute right to reject any Bid which expressly imposes a minimum order quantity or minimum dollar amount.*** Purchases by the Town from Contracts for services and technology are voluntary.

**38. EMERGENCY CONTRACTS** In the event that a disaster emergency is declared by the Town, or it determines that an emergency exists requiring the prompt and immediate delivery of Product, the Town reserves the right to obtain such Product from any source, including but not limited to this Contract(s), as the Town 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 Commissioner, no Product is to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Town. Unless terminated or cancelled pursuant to the authority vested in the Town, 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 Commissioner must bear the appropriate Contract number. As deemed necessary, the Town may confirm pricing and other Product information with the Contractor prior to placement of the Purchase Order. The Town reserves the right to require any other information from the Contractor which the Town deems necessary in order to complete any Purchase Order placed under the Contract. Should the Town 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 Town, or fulfill the Purchase Order. Notwithstanding the above, the Town 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 Commissioner 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 Commissioner, 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 Town. Failure to meet such delivery time schedule may be grounds for cancellation of the order or, in the Commissioner's discretion, the Contract.

The Town 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 Town. The Contractor shall promptly reimburse the Town 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 Town 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 Town, deliveries will be scheduled for ordinary business hours, Monday through Friday (excluding legal holidays observed by the Town). Deliveries may be scheduled by mutual agreement for Saturdays, Sundays or legal holidays observed by the Town 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 Town 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 Town 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 Town 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 Town'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 Town. 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 Town 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 Town 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 Commissioner.

**44. RE-WEIGHING PRODUCT** Deliveries are subject to re-weighing at the point of destination by the Town. If shrinkage occurs which exceeds that normally allowable in the trade, the Town 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 Town.

**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 Commissioner to be equal to or better than the specified Product must be substituted by the Contractor at no additional cost or expense to the Town. Unless otherwise specified, any substitution of Product prior to the Commissioner'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 Town within ten calendar days of notification of rejection by the Town. 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 Town shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Town 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 Town 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 Town. 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 Town. Before installation, all proposed substitutes for the original manufacturer's installed parts or components must be approved by the Commissioner. 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 Commissioner, 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 Town. The Commissioner 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 Town'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 Commissioner 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 Town. Failure to obtain consent to assignment from the Town 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 Commissioner and seek written agreement from the Commissioner. The Commissioner reserves the right to reject any proposed assignee in his/her discretion.

**52. SUBCONTRACTORS AND SUPPLIERS** The Contractor shall advise the Commissioner, 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 Commissioner 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 Town except as herein elsewhere stated in the Contract. All sub-contractors shall be required to furnish the Town 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 Commissioner 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 Commissioner determines that the company is not qualified; the Commissioner 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 Commissioner 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 the Town Attorney of the Town of North Hempstead. 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 Commissioner, in his/her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, in the best interests of the Town. 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 Town 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 Commissioner 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 Town upon sixty (60) days written notice or other specified period without penalty or other early termination charges due. The Town will be responsible for payment of any portion of the Services completed prior to termination of the Contract and satisfactory to the Town's 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 Commissioner 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 Commissioner 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 Commissioner 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 Commissioner 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 Town to assist the Town 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 Town with a complete accounting up to the date of termination of all monies received from the Town, and shall immediately refund to the Town 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 Town 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 Commissioner in the performance of the Contract which non-performance, by exercise of reasonable diligence, cannot be prevented. Contractor shall provide the Commissioner with written notice of any force majeure occurrence as soon as the delay is known.

Neither the Contractor nor the Commissioner 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 Commissioner 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 Commissioner where the delay or failure will significantly impair the value of the Contract to the Town, the Commissioner may:

- A. Accept allocated performance or deliveries from the Contractor. The Contractor, however, hereby agrees to grant preferential treatment to the Town 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 Town; 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 Commissioner reserves the right, in his/her 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 Town in order to receive payment. None of the Contract amount shall be paid by the Town 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 Town.

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 Town, 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 Town is exempt are excluded; and (iii) is accompanied by documentation satisfactory to the Town supporting the amount claimed, and review, approval and audit of the Claim Form by the Town.

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 Town's receipt of the Product or services performed that are the subject of the claim. Any claims submitted in violation of this Section 55 shall not be due and payable by the Town.

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 Town.

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 Town 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 Town purchases, and such payment shall be made in accordance with ordinary Town procedures and practices.

C. Submission of a Claim Form and payment thereof shall not preclude the Commissioner 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 Commissioner 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 Commissioner 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 Commissioner may, with or without formally Bidding: (i) Purchase from other sources; or (ii) If the Commissioner 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 Commissioner may acquire acceptable replacement Product of lesser or greater quality.

Such purchases may, in the discretion of the Commissioner, 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 Commissioner. 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 Town 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 Town 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 Town may rent substitute equipment temporarily. Any sums expended for such rental shall, upon demand, be reimbursed to the Town promptly by the Contractor or deducted by the Town 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 Town 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 Town the amount of such claim or portion of the claim still outstanding, on demand. The Commissioner 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 Town 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 Town.

**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, nor claim to be, an officer or employee of the Town 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 Town, 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 Town 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 Town, 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 Town. 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 Town under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor fully indemnifies the Town 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 Commissioner 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 Commissioner. Failure to do so may constitute grounds for the Commissioner to cancel or suspend this Contract, in whole or in part, or to take any other action deemed necessary by the Commissioner.

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 Town. 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 Town and pass through the manufacturer's standard commercial warranty to the Town 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 Town 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 Town 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 Commissioner 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 Commissioner. Failure to comply or failure to provide proof may constitute grounds for the Commissioner to cancel or suspend the Contract, in whole or in part, or to take any other action deemed necessary by the Commissioner. 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 Town 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 Town 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 Town without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing, by the Town 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 Town 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 Town, 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) 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 Town of North Hempstead 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 Town, 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 Town'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 Town).

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 Town 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: Town 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 Town;

(ii) shall, upon the Town's demand and at the Town'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 Town 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 Town 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 Town shall have no liability to any Person beyond funds appropriated or otherwise lawfully available for this Contract; and unless (A) all relevant and required Town approvals have been obtained, including, if required, approval by the Town Board, and (B) the Contract or Purchase Order has been executed by an authorized representative of the Town

**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 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 Town of North Hempstead. 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 Town of North Hempstead. 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 Town of North Hempstead specifically and expressly disclaims any liability for such breach. The Bidder and any governmental entity utilizing the Contract guarantees to the Town of North Hempstead that the Bidder shall not hold the Town of North Hempstead 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 Town of North Hempstead, 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.

## **BIDDER'S QUALIFICATION STATEMENT**

### **INSTRUCTIONS:**

The Bidder's Qualifications Statement 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*); and
5. Acknowledgement of Receipt of Addenda Form.

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

**THE TOWN RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT FAILS TO INCLUDE COMPLETE AND ACCURATE ORIGINALS OF ALL FOUR FORMS INCLUDING ALL APPROPRIATE ACKNOWLEDGMENT(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.
2. 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.**
3. 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.
4. 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
5. That **DELIVERY** to the destination stated in the Bid Documents will be made within 30 days after the receipt of the order.
6. That he/she will, if his/her Bid/Proposal is accepted, enter into a Contract with the Town of North Hempstead pursuant to the terms and conditions set forth in the Bid Documents, Bid Specifications, General Conditions, and bid prices hereto.
7. That he/she certified that his/her sole proprietorship/company/partnership/corporation will carry all types of insurance specified in the contract.
8. 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

\_\_\_\_\_  
Title of Person Signing

Sworn to and subscribed on

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Notary Public)

## DISCLOSURE FORM

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

### **Provide answers to each of the following and supporting documentation, where necessary:**

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 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 procedures your Company/Corporation/Partnership has, or would adopt, to assure the Town 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 Town.

(b) Any family relationship that any employee of your Company/Corporation/Partnership has with a member, employee, or official of the Town or that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.

(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 Town.

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 of 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 TOWN 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: \_\_\_\_\_  
(Signature)

(Seal, if corporation)

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

Print Title: \_\_\_\_\_

**[MANDATORY AFFIDAVIT(S) AND ACKNOWLEDGMENT 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 b) 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 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; c) 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 the financial condition of the partnership as of the date thereof; and d) 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 \_\_\_\_\_ of \_\_\_\_\_ (Full Legal Name of Corporation); b) he/she has read all statements and answers 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; c) 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 the financial condition of said corporation as of the date thereof; and d) that 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 that he/she makes it on behalf of ( ) himself/herself: ( ) said partnership; ( ) said corporation.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, in the County of \_\_\_\_\_, State of \_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

My commissioner expires: \_\_\_\_\_

**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 penalties 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 ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]**



**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:

- (a) **Commercial General Liability/Automobile Liability:** ACCORD-25 FORM.
- (b) **Worker's Compensation:** Certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57 (2) evidencing proof of workers' compensation insurance *or* proof of Bidder not being required to secure same.
- (c) **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 Town 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 Town of North Hempstead 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 insurance 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:

***Town of North Hempstead, Office of the Town Attorney, 220 Plandome Road, P.O.B. 3000, Manhasset, New York 11030***

Authorized Insurance Agent's Signature and Title:  
\_\_\_\_\_

Name, Insurance Affiliation and Address:  
\_\_\_\_\_ Dated \_\_\_\_\_

**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.

ADDENDUM NUMBER	DATE OF ADDENDUM	ACKNOWLEDGEMENT

<input type="checkbox"/> <b><u>NO ADDENDUM</u> WAS RECEIVED IN CONNECTION WITH THIS BID/PROPOSAL/CONTRACT.</b> ACKNOWLEDGEMENT: _____
--

**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 ACKNOWLEDGMENT.**

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



## Titan TC-400 Radar Speed Sign

*Lightweight...Portable...Affordable*

The Titan TC-400 is a battery powered radar speed sign offering the ultimate in portable traffic calming. Using a new modular design, and built with the legendary quality standards that Radarsign is known for, the Titan TC-400 is lightweight, easy to install, extremely durable and affordably priced.

**Lightweight** - Radar speed sign weighs only 20 lbs.

**Modular Design** - The new modular design of the radar speed sign along with the mounting technology of Radarsign's GoBracket make mounting and un-mounting the sign a quick, easy process. One person can easily install or relocate the Titan TC-400 in about a minute.

**Field exchangeable battery packs** - Runs for +/- 2 weeks on fully charged battery pack. Modular design allows the battery packs to be easily swapped in the field for the extended use of the sign in a location.

**Affordable** - The TC-400 is a portable system that allows a single radar speed sign to be used in multiple locations making it a valuable investment for any community, police department, or business.

- > Target problem speeding areas
- > A great alternative to speed trailers at less than half the cost; can be used in many locations where a speed trailer will not fit or would be unsafe
- > Neighborhoods, private communities, school zones and corporate campuses, work and construction zones
- > Seasonal applications such as back to school, summer tourist, holiday shopping
- > Anywhere a short term use is desired

**Durable** - Internal .25" Bashplate to protect components from abuse or vandalism

**Exceptional visibility** - 11" super bright amber LEDs with directional beam technology focus light toward the road; automatically adjusts to ambient light conditions, providing the highest quality viewable display with minimum energy usage. Easily readable up to 500 feet.

**Faceplate** - 24"W x 21"H YOUR SPEED faceplate with 3" lettering;  
Available in white, fluorescent yellow, or safety orange

**Design Standards** - Meets MUTCD design guidelines

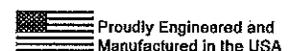
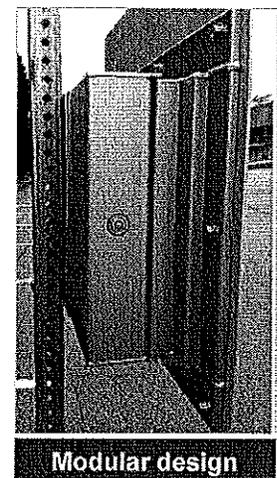
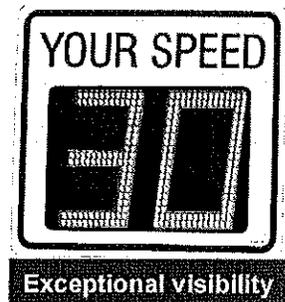
**Radar** - Detects vehicles up to 1200 feet away

**Bluetooth® Communication** - Allows secure wireless operation of radar speed sign and data collection directly to laptop from the comfort of a nearby vehicle

**Warranty** - Two year warranty on parts and labor; One year on battery packs.

Does not cover malicious abuse, theft, or damage due to unauthorized modification.

**Traffic Data Option** - Radar speed sign records traffic data that can be used to confirm date, time, and severity of speeding problem. Requires optional *Streetsmart* software license to generate charts and graphs.



# TC-400 Radar Speed Sign Specifications

## Power Options

- > TC-400 (Battery Powered): Dual 12-volt, 18 A/H Ni-MH battery packs; includes AC adapter/charger
- > Power Consumption: < 2.5 amps (24w) at maximum intensity; Idle mode < 1 watt; Circuit Breaker: Multi-circuit, 5 amp fuses

## YOUR SPEED Faceplate

- > 24"W x 21"H YOUR SPEED faceplate with 3" lettering
- > Manufactured with highest grade reflectivity backing
- > Available in white, fluorescent yellow or safety orange

## Standard Programming

- > *On/Off Timer Options:* 4 timers per day, also by day of week. Settings allow lower speed limits for school zone times and for late night display shutoff.
- > *Display On/Off:* Allows traffic data collection to continue even when display is off
- > *Display Brightness Control:* Auto adjusts to light conditions, up to 100 levels
- > *Setup Functions:* Easy to follow menu - software managed, no mechanical switches to operate
- > *Maximum Speed Cutoff:* Prevents unwanted high speed displays; up to 99 mph; discourages "racing" of sign. Choice of flashing matrix, or LED display cutoff.
- > *Date/Time Control:* Battery backed real-time clock auto-adjusts for daylight savings time

## Speed Alert

- > 2 speeds of flashing LEDs to notify drivers that are exceeding the speed limit
- > Delay option to alert speeders above posted speed limit

## Mini-SD Memory Card

- > System Storage Capacity: stores data on up to 5 million vehicles

## Bluetooth® Communication

- > Allows secure wireless operation of radar speed sign and data collection directly to your laptop from the comfort of a nearby vehicle



## Operating Temperatures

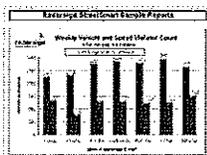
- > -40° F to +138° F

## Weight

- > Radar speed sign: 20 lbs.

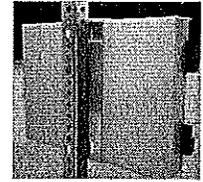
## Traffic Data Option

- > StreetSmart Traffic statistics software to report, organize and analyze speed and traffic data



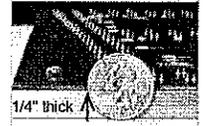
## Radar Speed Sign Housing

- > Dimensions: 16.25"H x 22.75"W x 2.375"D
- > .1875" thick aluminum with silver powder coat finish
- > NEMA 3R level compliant
- > Humidity Maximum: 100%
- > Provides maximum protection from the elements & vandalism



## BASHPLATE™ with LED cones

- > Internal .25" aluminum shield to protect components from abuse or vandalism
- > Conical holes for each LED focus and reflect light toward the road, providing the highest quality viewable display with minimum energy usage.



## Battery Housing

- > 12.5"H x 17"W x 2.75"D
- > .1875" thick powder-coated aluminum
- > Holds up to two 12 volt, Ni-MH battery packs (field exchangeable)



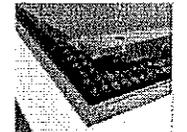
## LEDs

- > 2 digits, 11" high super bright amber LEDs (life up to 100,000 hours) with directional beam technology
- > Automatic intensity adjustment to ambient light conditions for maximum visibility



## GE Lexan™ Display Cover

- > .25" thick protective cover
- > Abrasion, graffiti and shatter resistant
- > UV protection



## Radar

- > Type: K Band, single direction Doppler radar, FCC part 15 compliant
- > Sensor Range: Detects vehicles up to 1200 feet
- > Beam Width: 12 degrees, +/- 2 degrees
- > Operating Frequency: 24.125 GHz, +/- 50 MHz
- > Accuracy: +/- 1 mph
- > Speed Detection Range: 5 - 127 mph

## Stainless Steel Mounting GoBracket

- > 12.75"H x 4.5"W x 2.9"
- > Universal design allows strapping, banding, pipe clamps, or bolting to almost any size/style of pole
- > GoBracket allows for easy mounting of battery housing and radar speed sign in less than one minute



## Warranty

- > 2 year warranty on parts and labor; 1 year on battery packs
- > Exceptions: Does not cover malicious abuse, theft, or damage due to unauthorized modification

## BID SPECIFICATIONS – PORTABLE BATTERY POWERED RADAR SPEED SIGN

### General

Radar speed sign shall be compliant with 2009 MUTCD guidelines for changeable message signs (radar speed signs). Signs shall include a 2 year warranty on parts and labor.

### Display

- 1.1 Display must use super bright amber LEDs, display area shall be 11" high
- 1.2 Display shall be readable in direct sunlight up to 400 feet from sign
- 1.3 Each LED shall be surrounded by a metal cone reflector in order to direct the LED light towards on-coming traffic.
- 1.4 Display will automatically dim and brighten to adjust to natural lighting conditions

### Housing

- 2.1 Shall be constructed of rustproof aluminum, and include a police style lock to provide access the field exchangeable battery packs.
- 2.2 Shall include an aluminum shield for display area at least .25" thick to protect electronics against vandalism, including bullets
- 2.3 Shall have shatter-resistant, graffiti resistant, UV resistant polycarbonate cover of entire display area, no less than .25" in thickness
- 2.4 Housing shall be weather-tight, minimum NEMA 4 compliant
- 2.5 Housing shall include full size "YOUR SPEED" faceplate at least 24" wide x 21" tall, with minimum 3" lettering. Coloring shall be MUTCD compliant.
- 2.6 Housing shall include a handle for easy re-deployment.
- 2.7 Housing shall include visible FCC certification label that contains model, unique serial number, and manufacturer's name.
- 2.8 Two universal mounting brackets shall be included with the radar sign, allowing the sign to be attached with a carriage bolt, strapping, or banding to any style of existing pole. All mounting hardware will be located inside the lockable radar sign, as a theft deterrent. Moving the sign from one bracket location to another shall require only two security knobs to be removed, without any tools at all. The brackets shall be able to accommodate a factory option hitch post mount for use on a vehicle.

### Power Supply

- 3.1 Two battery packs shall be included with the radar sign. Batteries must be NiMH, and demonstrably capable of running the radar sign a minimum of 5-7 days each, or 10-14

days when used together based on 5000 vehicles per day, 24/7 operation between charge cycles.

- 3.2 Sign operation shall not require user to select between battery life or LED brightness.

#### Radar

- 4.1 Shall be K band 24 GHz, FCC part 15 certified with ability to filter traffic and display approaching vehicles only.
- 4.2 Shall be able to detect and display vehicle speeds from up to 1200 feet away.
- 4.3 Shall display speeds accurate to +/- 1 MPH.
- 4.4 Shall be able to display vehicle speeds from 5-99 MPH.

#### Sign Operation

- 5.1 Must have option to turn display off, while still collecting traffic data.
- 5.2 Speed violator alert must offer two speeds of flashing when vehicles exceed customer selectable speed.
- 5.3 Radar sign must have at least 4 ON/OFF Timer functions per day, which also allows for a change in the speed limit. Timers must allow settings with a minimum of 5 minute intervals.
- 5.4 Radar sign must have a 'high speed' cutoff feature for the display that is customer adjustable in 1 mph increments.
- 5.5 Radar sign must be able to report existing battery charge levels, date and time of day.
- 5.6 Radar sign must include Bluetooth transmitter to allow communication with the sign for changes in settings and downloading of traffic data using a Bluetooth enabled Windows laptop or tablet, or Bluetooth enabled Android smartphone or tablet.
- 5.7 Radar sign must retain traffic data for not less than 12 months.

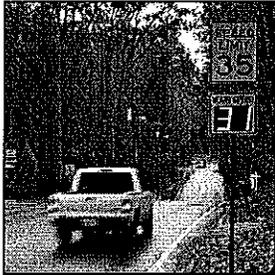
#### Data Collection - Optional

- 6.1 Radar sign shall include software to generate traffic charts, graphs and tables to allow the customer to determine which days have the worst speeding, how bad the speeding is, what time of day is the worst for speeding.
- 6.2 Software to generate reports will run on a Windows 7 or 8 computer with Excel 2007, 2010, or 2013. No other software will be acceptable.
- 6.3 Software will provide daily charts with daily vehicle counts, number of speeding vehicles using average and peak speeds, average speed for the day, 50<sup>th</sup> and 85<sup>th</sup> percentile speeds for the day, number of speeders greater than 5 mph and 10 mph over speed limit based on both average and peak speeds, daily breakout of vehicles speeds into 12 speed bins.

- 6.4 Software will provide weekly charts showing 2 to 7 days of number of vehicles per day, number of speeders per day, average speeds per day, 85<sup>th</sup> percentile speed per day, percentage of speeders each day, average and peak speeds for the week by speed bin.
- 6.5 Software will provide comparison charts showing 2 to 7 days of speed data from different weeks. Allows customer to compare data when radar sign display is off versus data when radar sign display is on.
- 6.6 Software can create charts based on school zone time periods only.
- 6.7 Software provides extended graphing of data for 14, 21, 28, or 30 days, for trend analysis.



# TC-500 Radar Speed Sign Specifications



Radar speed signs provide a proven, effective and affordable solution to calming traffic and reducing speeders in neighborhoods, on city streets and highways, school zones, parking lots and more.

Our TC-500 system was designed for a variety of purposes and locations and is available in an A/C powered, battery powered, and solar powered models.

The TC-500 is viewable at 500 feet and is ideal for 20 - 40 mph roads.

### Power Options:

- **TC-500S (Solar):** Dual 12V 18 amp AGM batteries w/ solar panel
- **TC-500A (AC):** hard wire to 100V-240V power supply
- **TC-500B (Battery):** Dual 12V/18 amp AGM batteries, includes AC adapter/charger
- **Power Consumption:** < 2.5 amps (24w) in active mode; idle mode < 1 watt; Circuit Breaker: Multi-circuit, 5 amp fuses

### Housing

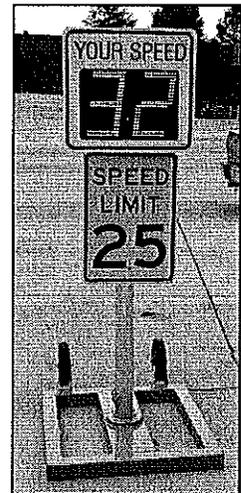
- **Dimensions:** 15.8" H x 22.2"W x 5.25"D
- **Thickness:** .1875" to .25" aircraft aluminum with white powder coat finish
- Provides maximum protection from elements & vandalism.
- NEMA 4R level compliant.
- Non-sealed & ventilated.
- Humidity Maximum: 100%

### YOUR SPEED Faceplate

- Full size 24"w x 21"h YOUR SPEED faceplate with MUTCD compliant colors & reflectiveness.
- Oversized 24"w x 26"h faceplate optional.
- Ideal for 10 MPH to 40 MPH speed limit roads
- Available in white, yellow or safety orange

### BASHPLATE™ with LED cones

- Internal .375" aluminum shield to protect components from abuse or vandalism.
- Beveled design protects LEDs and internal components by dissipating any force inflicted on the sign.



### Standard Programming

- **On/Off Timer Options:** 4 timers per day, also by day of week. Settings allow lower speed limits for school zones.
- **Display On/Off:** Allows traffic data collection to continue even when display is off.
- **Display Brightness Control:** Manual setting option or auto adjust to light conditions, up to 100 levels.
- **Setup Functions:** Easy to follow menu - software managed, no mechanical switches to operate.
- **Maximum Speed Cutoff:** Prevents unwanted high speed displays, up to 99 mph; discourages excessive speeds to 'test' sign. Choice of flashing matrix, or LED display cutoff.
- **Date/Time Control:** Battery backed real-time clock / calendar

### GE Lexan™ Display Cover

- .25" thick protective cover
- Abrasion resistant
- Graffiti resistant
- UV resistant
- Shatter resistant

### LEDs

- 2 digits, 12" high super bright amber LEDs (life up to 100,000 hours) with directional beam technology
- Automatic intensity adjustment to ambient light conditions for maximum visibility

### Speed Alert

- 2 speeds of flashing LEDs to notify drivers that are exceeding the speed limit



### Mini-SD Memory Card

- **System Storage Capacity:** stores data on up to 500,000 vehicles.

### Radar

- **Type:** K Band, single direction Doppler radar, FCC part 15 compliant
- **Sensor Range:** Sensor range up to 1000'
- **Beam Width:** 12 degrees, +/- 2 degrees
- **Operating Frequency:** 24.125 GHz, +/- 50 MHz
- **Accuracy:** +/- 1.5 mph
- **Speed Detection Range:** 7 - 127 mph

## TC-500 Radar Speed Sign Specifications

### Solar Power

- **Solar Panel Output:** 40 watt, Voltage at Pmax = 16.9V, Current at Pmax = 2.34Amps
- **Optional Upgrade Solar Panel:** 65 watt, Voltage at Pmax = 17.4V, Current at Pmax = 3.75Amps
- **Batteries:** Two 12V 18 amp hour AGM batteries (UL recognized) Designed to slide into housing slots without any danger of movement.
- **Energy Density:** 1.54 Watt-hours/cubic inch
- **Battery Controller:** Manages flow of solar energy input (up to 80w) from solar panel to battery.
- **Pole Mount:** Side pole mount with 45° angle bracket for effective solar charging.
- **Software Control:** SmartCharge® software prevents overcharging and intelligent shutdown when battery falls below acceptable voltage; auto restart when sufficiently recharged.
- **Battery Status:** Via Bluetooth, can check battery charge levels and solar amperage.



### Bluetooth Communication

- Allows wireless operation of radar sign directly from laptop PC without having to leave your vehicle

### Weight

- **TC-500A (AC):** 32 lbs.;
- **TC-500B (Battery):** 56 lbs. (includes 2 batteries)
- **TC-500S (Solar):** 56 lbs. (includes 2 batteries)

### Operating Temperatures

- -40° F to +138° F.

### Warranty

- Two year warranty on parts and labor
- Exceptions: Does not cover malicious abuse, theft, or damage due to unauthorized modification.
- Optional third year warranty extension available.

## BID SPECIFICATIONS – 110vac POWERED RADAR SPEED SIGN

### General

Radar speed sign shall be compliant with 2009 MUTCD guidelines for changeable message signs (radar speed signs). Signs shall include a 2 year warranty on parts and labor.

### Display

- 1.1 Display must use super bright amber LEDs, display area shall be 12" high
- 1.2 Display shall be readable in direct sunlight up to 500 feet from sign
- 1.3 Each LED shall be surrounded by a metal cone reflector in order to direct the LED light towards on-coming traffic.
- 1.4 Display will automatically dim and brighten to adjust to natural lighting conditions

### Housing

- 2.1 Shall be constructed of rustproof aluminum, at least .2" thick to protect against vandalism, and powder coated white.
- 2.2 Shall include an aluminum shield for display area at least 3/8" thick to protect electronics against vandalism, including bullets
- 2.3 Shall have shatter-resistant, graffiti resistant, UV resistant polycarbonate cover of display area, no less than .25" in thickness
- 2.4 Housing shall be weather-tight, minimum NEMA 4 compliant
- 2.5 Housing shall include full size "YOUR SPEED" faceplate at least 24" wide x 26" tall, with minimum 4" lettering. Coloring shall be MUTCD compliant.
- 2.6 Housing shall include visible FCC certification label that contains model, unique serial number, and manufacturer's name.
- 2.7 Choice of stainless steel mounting hardware will be included with each radar sign, any one of the following: flat mounting bracket for square post or U-Channel post, mounting brackets for round pole, either 2.5" OD, 3" OD, 3.5" OD, 4", OD, or 4.5" OD.

### Power Supply

- 3.1 Shall operate from a 60Hz (+/-3Hz) AC line over a voltage range of 80 to 135 volts and prevent perceptible flicker. Must not produce light if voltage drops to less than 45vac.
- 3.2 Must be able to connect directly to a 110-240vac power supply.
- 3.3 Must include two secured, color coded, 600V, 20 AWG minimum jacketed wires that conform to NEC and are rated for service at +220 degrees F .

## Radar

- 4.1 Shall be K band 24 GHz, FCC part 15 certified with ability to filter traffic and display approaching vehicles only.
- 4.2 Shall be able to detect and display vehicle speeds from up to 1200 feet away.
- 4.3 Shall display speeds accurate to +/- 1 MPH.
- 4.4 Shall be able to display vehicle speeds from 5-99 MPH.

## Sign Operation

- 5.1 Must have option to turn display off, while still collecting traffic data.
- 5.2 Speed violator alert must offer two speeds of flashing when vehicles exceed customer selectable speed.
- 5.3 Radar sign must have at least 4 ON/OFF Timer functions per day, which also allows for a change in the speed limit. Timers must allow settings with a minimum of 5 minute intervals.
- 5.4 Radar sign must have a 'high speed' cutoff feature for the display that is customer adjustable in 1 mph increments.
- 5.5 Radar sign must be able to report existing battery charge levels, date and time of day.
- 5.6 Radar sign must include Bluetooth transmitter to allow communication with the sign for changes in settings and downloading of traffic data using a Bluetooth enabled Windows laptop or tablet, or Bluetooth enabled Android smartphone or tablet.
- 5.7 Radar sign must retain traffic data for not less than 12 months.

## Data Collection - Optional

- 6.1 Radar sign shall include software to generate traffic charts, graphs and tables to allow the customer to determine which days have the worst speeding, how bad the speeding is, what time of day is the worst for speeding.
- 6.2 Software to generate reports will run on a Windows 7 or 8 computer with Excel 2007, 2010, or 2013. No other software will be acceptable.
- 6.3 Software will provide daily charts with daily vehicle counts, number of speeding vehicles using average and peak speeds, average speed for the day, 50<sup>th</sup> and 85<sup>th</sup> percentile speeds for the day, number of speeders greater than 5 mph and 10 mph over speed limit based on both average and peek speeds, daily breakout of vehicles speeds into 12 speed bins.
- 6.4 Software will provide weekly charts showing 2 to 7 days of number of vehicles per day, number of speeders per day, average speeds per day, 85<sup>th</sup> percentile speed per day, percentage of speeders each day, average and peek speeds for the week by speed bin.

- 6.5 Software will provide comparison charts showing 2 to 7 days of speed data from different weeks. Allows customer to compare data when radar sign display is off versus data when radar sign display is on.
- 6.6 Software can create charts based on school zone time periods only.
- 6.7 Software provides extended graphing of data for 14, 21, 28, or 30 days, for trend analysis.

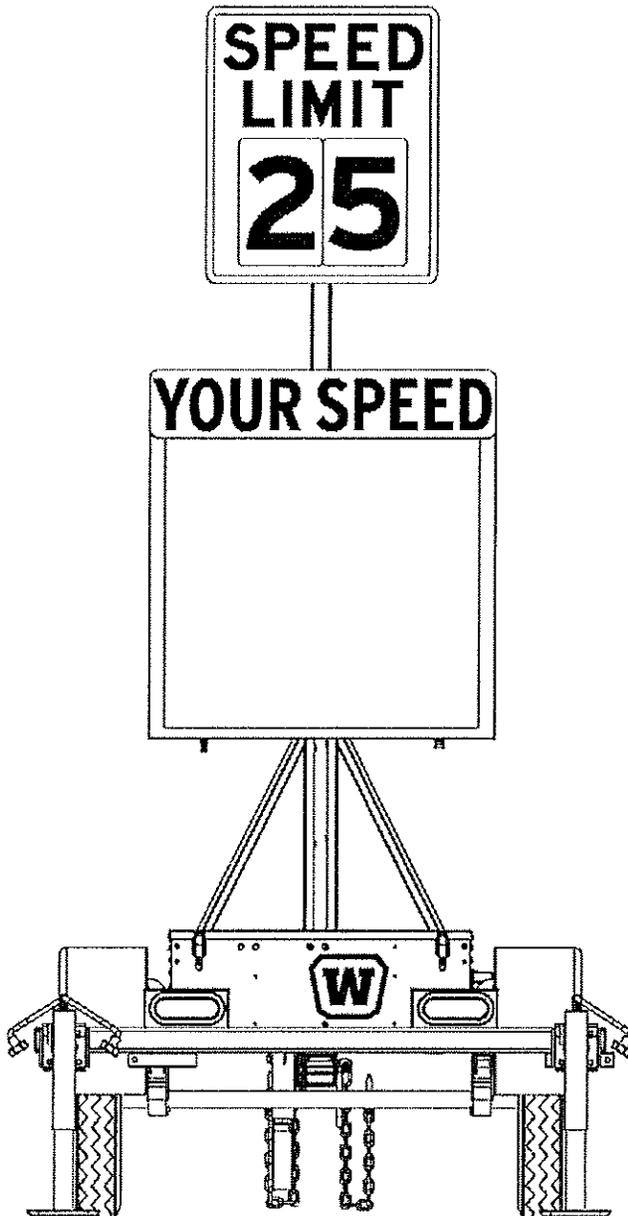


(2)

WSD-1020  
05 2015

# COMPACT RADAR-SPEED TRAILERS

MODEL WSDT3  
PRODUCT SPECIFICATIONS | MAY 2015



## 1. SYSTEM

1.1. Description Wanco speed trailers provide vehicle speed detection and display, in a portable platform that does not require permanent installation or wiring.

Using built-in radar, the speed trailer detects the speed of oncoming vehicles, then displays that speed on its full-matrix LED display panel, informing drivers of their actual speed. Formal studies have proven that speeding drivers respond by slowing down to legal limits when their actual speed is displayed on an electronic sign.

Studies also indicate that some drivers “test” radar-based speed displays by driving very fast. To address this danger, Wanco speed signs do not display excessive speed, but instead employ their full-matrix display to flash a message or symbol at drivers, to indicate they are going much too fast.

1.2. Models

1.2.1. WSDT3-S Wanco compact radar-speed trailer with full-matrix electronic display and regulatory speed-limit sign

1.2.2. WSDT3-SPD Wanco compact radar-speed trailer with full-matrix electronic display and regulatory speed-limit sign, blue-and-white color scheme for law enforcement agencies

1.3. Temperature limits Operating temperature, -4 to 176°F (-20 to 80°C)

1.4. Standards Compliant in accordance with:

MUTCD, December 2009	§2A.18, Mounting Height
ITE Standard, June 2007	§5.82, Nighttime Dimming; §6.4.3, Environmental Tests; §6.4.6.3, Electronic Noise
International Protection Rating	IP14
FCC	Title 47, Part 15 (47 CFR 15)

## 2. FEATURES

- 2.1. Operation
- Extra-large electronic speed display with full matrix of LEDs
  - Visors and shades over LEDs produce superior visibility
  - Display visible over standard Jersey barrier traffic divider
  - Display flashes when a vehicle exceeds speed limit
  - Selectable speed limit setting
  - Configurable, flashing excessive-speed message
  - One or two digits displayed in mph, two or three digits in km/h
  - See-through design puts pedestrians in view
  - Regulatory speed-limit sign with easily changeable speed numbers
  - Approach-only K-band radar
  - Compact and easy to transport
  - Integral tamper-resistant control box with cover that locks (with key) when latched

- 2.2. Power system
  - Battery powered and solar charging
  - Energy-efficient operation results in long run times
  - Solar panel charges batteries automatically without intervention
  - Charging system shuts down when batteries are fully charged, preventing damage
  - Power system allows battery charging with solar panels or commercial power
  - Cooling fan protects battery charger from overheating
  - Battery box can be locked to prevent unauthorized access
  
- 2.3. Maintenance
  - Individual display modules can be replaced easily
  - Standard trailer tires
  - Heavy-duty bolt-on steel fenders can be replaced if damaged
  - Durable powder-coat finish resists the elements
  
- 2.4. Application
 

Common applications include:

  - School zones
  - Residential streets
  - Work zones
  - Rural roads
  - Highways
  - Public events

### 3. DISPLAY

- 3.1. Display behavior
 

0 to 50% of speed limit setting	Display is blank
> 50% to 100% of speed setting	Display shows vehicle speed
> 100% to ~130% of speed setting	Display flashes vehicle speed
> ~130% of speed setting	Display flashes configured excessive-speed message

Flash rate > 60 cycles per minute

See Exhibit A for precise display activation speeds
  
- 3.1.1. Speed display
 

Signal input from integral radar head (see Radar)

One or two digits, 5 to 99 mph; two or three digits, 10 to 170 km/h

Units are selectable

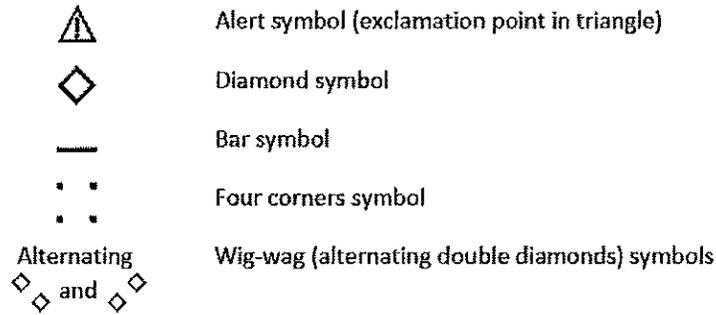
One bold font, 26" (66cm) high, characters vary in width
  
- 3.1.2. Excessive-speed messages
 

Selectable with DIP switches on systems PC board, located inside display cabinet

Can be viewed in Preview operating mode using speed limit switch on control panel

Default: SLOW DOWN (text) message

	Blank (no message)
SLOW DOWN	Slow down (text) message
	Frowning face symbol



3.2. Cabinet

- 3.2.1. Description
  - Cabinet contains all electronics and controls
  - Door on front of cabinet provides access to interior
  - Hinged control-console door on back provides access to controls
- 3.2.2. Size
  - 36" x 36" x 5" (91 x 91 x 12 cm), W x H x D
- 3.2.3. Material
  - Aluminum alloy sheet, 0.06" (1.58mm) thick
- 3.2.4. Construction
  - Forms wrap around top, sides, back and bottom
  - Dust- and weather-resistant; not rated, comparable with NEMA 4 (IP54)
- 3.2.5. Door
  - Rigid door frame, hinged at top and latched at bottom, stays opens for easy maintenance; latches accept user-supplied padlocks
- 3.2.6. Finish
  - Pre-wash
    - Cabinet and door are run through a five-stage, high-pressure, phosphate wash prior to finish coat
  - Coating
    - Cabinet and door are coated with oven-baked, white powder-coat finish to ensure durability and corrosion protection
- 3.2.7. Window
  - Clear polycarbonate resin thermoplastic window installed in door frame, UV-resistant, anti-glare surface, 0.150" thick
- 3.2.8. Location
  - Mounted to welded steel frame on tower, below speed limit sign
- 3.2.9. Height
  - 49" (125cm) from ground to bottom of cabinet
- 3.3. "YOUR SPEED" sign
  - Type 3 high-intensity reflective sheeting, attached to front door panel with five bolts
- 3.4. Display matrix
  - 3.4.1. Display modules
    - Modular design
      - Four display modules; any module can be installed in any position in the matrix without repositioning DIP switches
    - Wiring
      - Modules have quick-connect electrical connectors for easy servicing

	Replacement	Each module can be exchanged in less than two minutes with a 5/16-inch nut driver socket or slotted screwdriver  After a new module is installed, a one-step initialization process causes each module to sense its position in the full-matrix display
	Firmware	A program chip is socket replaceable for easy firmware upgrades
	Size	16.0" (40.6cm) wide by 13.13" (33.3cm) high, nominal
	Material	FR4 glass-reinforced epoxy laminate, double-sided, black solder mask with white silkscreen  Board thickness, 0.094" (2.388mm)  Copper size, 1 oz. (28.4g)
	Coating	5-mil, military-spec, low-VOC, silicone conformal coating (Dow Corning 1-2577) provides long-term protection against moisture and other atmospheric contaminants, resists corrosion and shorts due to high humidity
	Vibration mounts	All display modules are mounted on rubber vibration-isolation mounts, decreasing risk of physical shock during transport and isolating characters from chassis ground
	Temperature limits	-40 to 176°F (-40 to 80°C)
	Humidity limits	Conformal coating rated to 95% relative humidity
3.4.2.	LEDs	Technology
		AllInGaP II (aluminum indium gallium phosphide) technology, T-1½ size, through-hole auto-insertion
		Color range
		Amber, 589.5 to 592.0 nm
		Current
		100 mA peak-pulsed forward current
		Temperature limits
		Operating temperature, -40 to 212°F (-40 to 100°C)
3.4.3.	Pixels	Description
		Two LEDs form a "pixel"
		Display module
		12 pixels wide by 10 high, 120 pixels total
		Full matrix
		24 pixels wide by 20 high, 480 pixels total
		Pixel size
		0.5" x 0.5" (12.7 x 12.7mm)
		Pixel pitch
		34.3mm, horizontal and vertical

- 3.4.4. Lenses and visors Each pixel has a snap-in optical lens over the LEDs, enhancing the brightness and angularity of each pixel while reducing power consumption.
- A polycarbonate visor shades each row of pixels to eliminate glare caused by direct sun exposure. The sunshades snap onto the display module without tools. The lenses snap into the sunshades.
- These enhancements enable the speed display to conserve power and operate with high efficiency.
- 3.4.5. Viewing angle Total viewing area with optical lenses, 50 degrees
- 3.4.6. Legibility > 1/4 mile (402m)
- 3.4.7. Visibility > 1/2 mile (805m)
- 3.4.8. Brightness Factory preset for optimal visibility and power consumption
- 3.4.9. Auto dimming Two photocells detect ambient light on the speed display; the system automatically adjusts the brightness of the LEDs accordingly, dimming display brightness in darkness, increasing to full brightness in daylight
- Photocells are mounted inside the display cabinet, one facing rear and one facing front
- Auto dimming is unaffected by temporary light sources such as vehicle headlights
- 3.4.10. Software design
- |            |   |
|------------|---|
| Driver     | LEDs controlled through 30mA pulse-width modulation design  |
| Addressing | Each display module address is selected through a software command; no DIP switches are used. The address does not change until reprogrammed. |

#### 4. CONTROL CONSOLE

- 4.1. Location Back of speed display box, inside weatherproof compartment, behind a hinged control console door. Two key-operated latches keep door locked when latched.
- 4.2. Controls Two rotary switches for selecting operating mode and speed limit
- A three-digit LED status display indicates operating mode, speed shown on the full-matrix display, error codes and more, depending on the operating mode and other factors
- Green, orange, and red LED status indicators signify power is on, the solar charging system is active, activated alarms need checking, battery charge is low, and power failure
- To conserve power, the status display and indicators power off automatically after a few seconds, reactivated with a momentary push-button switch or by using either rotary switch

4.2.1. Operating modes	A rotary switch allows selection of operating mode:
Off	Radar and matrix display are off All auxiliary devices are off Status display shows "OFF" or error codes (if any) Solar charging system is active
Run	Normal operating mode Radar and matrix display are on All auxiliary devices are on Status display shows selected speed limit or error codes (if any) Solar charging system is active
Run & beacons	Used with optional flashing beacons, which are not offered with these speed-trailer models
Data Collector only	Used with optional Traffic Data Collector, when traffic data collection is desired without displaying speed Radar and matrix display are off Data Collector is on All other auxiliary devices are off Status display shows "CLA" Solar charging system is active
Data Collector & beacons	Used with optional flashing beacons, which are not offered with these speed-trailer models
Schedule	Used with optional timer for automated on/off control Off and Run modes are controlled by timer Matrix display, radar, and all optional auxiliary devices are controlled by timer Status display shows "Sch" Solar charging system is active
Demo	Used for ensuring matrix display is performing correctly Matrix display consecutively shows 1-, 2-, and 3-digit speeds, SLOW DOWN message, and frowning face symbol If installed, flashers are active during excessive-speed message Radar is off Data Collector is on All other auxiliary devices are off Status display shows "[d]" Solar charging system is active

Preview	<p>Used for viewing available excessive-speed messages and other test patterns, one at a time, regardless of the configured message</p> <p>Matrix display shows one excessive-speed message, which can be changed by rotating the speed limit selector (when the speed limit selector is in the "0" position, the display is blank)</p> <p>Radar is active</p> <p>Data Collector is on</p> <p>All other auxiliary devices are off</p> <p>Status display shows "[P]"</p> <p>Solar charging system is active</p>
Radar setup	<p>Continuous speed mode</p> <p>Used when replacing or testing radar, aligning trailer to traffic, or when traffic calming is not desired</p> <p>Matrix display shows actual speed regardless of speed limit</p> <p>Data Collector is on</p> <p>All other auxiliary devices are off</p> <p>Status display shows actual speed</p> <p>Solar charging system is active</p>
Power test	<p>Power, auxiliary devices, matrix LEDs, and battery load test mode</p> <p>Used for verifying all matrix-display pixels are functioning, for testing any auxiliary device after replacement, or to fully load the battery and verify it holds a charge</p> <p>Matrix display has all LEDs lit, at fixed brightness</p> <p>Radar is off</p> <p>Data Collector is on</p> <p>All other auxiliary devices are off</p> <p>Status display shows the system (AC or battery) voltage</p> <p>Solar charging system is active</p>
Status	<p>System status mode</p> <p>Used for diagnostics and troubleshooting</p> <p>Speed Limit rotary switch selects sensor (voltage, current, temperature, etc.)</p> <p>Matrix display shows individual sensor readings with labels and extra decimals</p> <p>Radar is active</p> <p>Data Collector is on</p> <p>All other auxiliary devices are off</p> <p>Status display shows sensor reading</p> <p>Solar charging system is active</p>

	Service	Initialization mode
		Used when installing display modules and uploading software
		Matrix display shows alphabet characters
		Data Collector is on
		All other auxiliary devices are off
		Status display shows "[S]"
		Solar charging system is active
4.2.2.	Speed settings	Choose speed limit with rotary switch: 10 to 75 mph in 5 mph increments 20 to 130 km/h in 10 km/h increments  Units factory configured based on user-specifications, miles per hour (mph) or kilometers per hour (km/h); selectable with DIP switches on the systems PC board
4.3.	Technology	State-of-the-art, solid-state electronics
4.4.	PCB coating	5-mil, military-spec, silicone conformal coating provides long-term protection against moisture and other atmospheric contaminants
4.5.	Temperature limits	-4 to 176°F (-20 to 80°C)
<b>5.</b>	<b>RADAR</b>	
5.1.	Description	Radar senses the largest, nearest mass moving toward it
5.2.	Sensor	Microwave K-band, approach-only
5.3.	Location	Radar head located inside display cabinet, centered at top of electronic display, allowing sign to be installed on either side of road
5.4.	Distance range	1000 ft. (305 m)
5.5.	Speed range	5 to 138 mph (8 to 222 km/h)
5.6.	Accuracy	mph                    ±1 mph from 5 to 40 mph ±2 mph from >40 to 100 mph  km/h                   ±1.6 km/h from 8 to 64 km/h ±3.2 km/h from >64 to 161 km/h
5.7.	Temperature limits	-40 to 185 °F (-40 to 85 °C)
5.8.	Standards	CE compliant FCC approved
5.9.	Calibration	Calibration not required

## 6. REGULATORY SIGN

- 6.1. Description Regulatory speed limit sign has threaded mounting studs for attaching interchangeable speed limit numbers, which are supplied by the factory and stored in the trailer's battery box
- 6.2. Size 24" x 30" (61 x 76cm), W x H  
See "Options and Optional Equipment" for sign options
- 6.3. Height 93" (236cm) from ground to bottom of sign
- 6.4. Material Aluminum sheet, 0.080" (2mm) thick, with high-intensity reflective coating
- 6.5. Location Mounted to welded steel frame on tower; extends above electronic speed display when raised  
In transport position, regulatory sign is in front of and partially covers electronic display

## 7. TRAILER

- 7.1. Frame All welded structural steel
- 7.2. Tie-downs One tie-down loop centered at front of trailer frame
- 7.3. Fenders Round 16ga steel fenders, full wheel coverage, bolted to trailer frame
- 7.4. Finish
- 7.4.1. Prewash Assemblies are run through a five-stage, high-pressure, phosphate wash prior to finish coat
- 7.4.2. Coating Frame is coated with oven-baked, safety-orange powder-coat finish to ensure durability and corrosion protection  
See "Options and Optional Equipment" for color options
- 7.4.3. Salt spray resistance 1000 hours (ASTM Method B117) with <1/8" (<3.18mm) creep from scribe
- 7.4.4. QUV exposure 500 hours QUV-B (ASTM Method D4587-05) >75% gloss retention
- 7.5. Axle assembly 2000 lb. (907kg) capacity, 5 on 4.5" B.C. idler hub
- 7.6. Springs Double-eye leaf springs
- 7.7. Tires ST205/75D15 steel-belted trailer tires, load rating B
- 7.8. Drawbar
- 7.8.1. Construction Telescopes inside receiver sleeve welded under trailer frame. Removable for shipping and for added theft protection if needed. Secures with two 1/2-inch diameter bolts.

- 7.8.2. Material 3" (7.62cm) square steel tubing, 3/16" (0.476cm) wall
- 7.8.3. Jack Top-wind swivel, 2000-lb. (907kg) capacity, steel footpad, 10" (25cm) total travel
- 7.8.4. Tow hitch Standard 2-inch ball coupler tow-hitch, SAE Class 2, 3500-lb. (1588kg) capacity. Bolts to drawbar, removable and replaceable.  
See "Options and Optional Equipment" for tow-hitch options.
- 7.8.5. Tow chains Two high-test proof coil chain assemblies, with "latching" S-hooks for towing. Chains attached to drawbar with quick connectors.  
Material diameter 0.406" (10.3mm)  
Working load limit 5400 lbs. (2450kg)  
Breaking force 16,200 lbs. (72kN)
- 7.9. Stabilizer jacks Four swivel jacks, each with 2000-lb. (907kg) capacity, one on each corner of trailer frame
- 7.10. Wiring
- 7.10.1. Description Wiring to connect tow vehicle and trailer for trailer taillights is installed inside drawbar, with pigtails and connectors at both ends; no crimping required
- 7.10.2. Trailer plug A sealed, molded, 4-square connector plugs into harness under trailer
- 7.10.3. Tow-vehicle plug Two-piece assembly with 4-flat molded connector on harness plugs into tow vehicle  
Meets SAE J1239  
See "Options and Optional Equipment" for tow-vehicle plug options
- 7.10.4. Protection All trailer wiring encased in UV protective loom, and attached with P-clamps riveted to trailer frame; no exposed wires
- 7.11. Taillights
- 7.11.1. Type Two oval-shaped, sealed, combination stop, turn and taillights
- 7.11.2. Location Mounted to top of trailer deck behind fenders
- 7.11.3. Mounting No screws used for mounting; bracket is welded to trailer frame; each light is held in place and sealed with snap-in rubber grommet
- 7.12. License plate License plate mounts on battery box rear panel
- 7.13. Reflectors Two amber reflectors, one on each side of trailer  
Two red reflectors on rear trailer frame  
See "Options and Optional Equipment" for reflective tape

7.14. Tower assembly

- 7.14.1. Function Regulatory sign is raised and lowered on a rotating, telescoping tower. Electronic speed display is installed at a fixed height on lower portion of tower.
- 7.14.2. Tower construction Two sections of square steel tubing with the inner section telescoping inside the outer section. The inner section is zinc plated to prevent corrosion.
- Nylon guide blocks keep the sections tight, eliminating the need for greasing the tower and preventing dirt from building up on the inner tower section. Dirt would cause performance problems and maintenance issues.
- 7.14.3. Swivel base A steel assembly (the "swivel base") is welded to the trailer frame and holds the tower. The outer tower section rotates on a thrust bearing and washers inside the swivel base, reducing rotating friction.
- 7.14.4. Height lock Spring-loaded locking pin prevents tower from falling if the winch or cable were to fail. Also locks tower when fully lowered into travel position.
- 7.14.5. Winch assembly
- |          |  |
|----------|--|
| Function | Hand-operated winch raises and lowers tower  |
| Capacity | 1500 lbs. (680kg)  |
| Brake    | Safety friction-brake prevents tower from falling if operator loses grip on winch handle |
| Cable    | 1/4" (6.35mm) diameter galvanized aircraft cable   |
- 7.14.6. Rotation Tower rotates by hand, pivoting 90 degrees to face traffic or for storage and transport
- 7.14.7. Rotation lock Tower rotation is locked with the same spring-loaded locking pin that locks the tower height. A draw-latch further minimizes movement during transport.

**8. POWER SYSTEM**

- 8.1. Description Batteries provide system power; batteries charged automatically with integrated solar-based charging system
- 8.2. Battery box
- 8.2.1. Function Holds batteries, remote charger, and spare numbers for speed limit sign
- See "Options and Optional Equipment" for heavy-duty secure battery box
- 8.2.2. Construction Riveted all-steel construction, weather-resistant
- All parts phosphate-washed and powder-coated before assembly
- Divider panel inside box separates batteries from electronics
- Louvers provide ventilation
- Latches keep cover closed and can accept user-supplied padlocks
- 8.2.3. Location Unobstructed location, centered over axle between fenders, bolted to trailer frame

### 8.3. Batteries

- 8.3.1. Description Two Group 24 deep-cycle batteries, wired in parallel and series for a 12-volt system  
See "Options and Optional Equipment" for battery options
- 8.3.2. Voltage 6Vdc each
- 8.3.3. Weight Approx. 60 lbs. (26kg) each
- 8.3.4. Capacity 215 Ah total capacity @ 12Vdc

### 8.4. Remote charger

- 8.4.1. Function Plugs into a standard commercial power source to recharge batteries if battery voltage drops due to lack of sun for automated solar charging system
- 8.4.2. Type 12-volt battery charger
- 8.4.3. Location Inside battery box, mounted to divider panel on opposite side from batteries.
- 8.4.4. Output capacity 15A  
See "Options and Optional Equipment" for charger output options
- 8.4.5. Output voltage 13.2Vdc range "float" mode  
13.6Vdc range "absorption" mode  
14.2Vdc range "bulk" mode
- 8.4.6. Input voltage 105 to 135Vac, standard three-prong plug
- 8.4.7. Input frequency 50 to 60 Hz
- 8.4.8. Cooling Fan cooled when charger temperature reaches 95°F (35°C)
- 8.4.9. Protection Automotive-style replaceable fuses

### 8.5. Solar

- 8.5.1. Panel One high-efficiency multi-crystal photovoltaic solar module
- 8.5.2. Location Behind regulatory sign, over tower. No shadowing effect on any traffic-facing component. Solar panel lies flat for continuous charging regardless of folding frame position; rises and rotates with signs.
- 8.5.3. Power output 65W  
See "Options and Optional Equipment" for solar power options
- 8.5.4. Current 3.76A max. system current  
4.18A open short-circuit current
- 8.5.5. Voltage 17.3Vdc max.  
21.6Vdc open short-circuit voltage



## 10. OPTIONS AND OPTIONAL EQUIPMENT

- 10.1. Flashers** Two flashing LEDs lights, located in display cabinet below electronic speed display, flash alternately when vehicles exceed "extreme speed"  
Options include red-and-blue "police" flashers or white flashers
- 10.2. Strobe** Strobe light, located in display cabinet below electronic speed display, flashes when vehicles exceed "extreme speed," simulating photo-radar camera strobe
- 10.3. Regulatory sign** Replace standard speed limit sign with larger sign; contact factory for details
- 10.4. Timer** Provides on/off capability to control times of operation, including time of day, days of the week, and days of the year
- 10.5. Tow hitch**
- 10.5.1. Combo hitch** Combo-hitch for 2-inch ball and 2 1/2-inch ID x 1-inch cross-section pintle hook
- 10.5.2. Lunette ring** Options Standard ring for 2 1/2-inch ID x 1-inch cross-section pintle hook  
Heavy-duty ring for 3-inch ID x 1 5/8-inch cross-section pintle hook
- 10.6. Tow-vehicle plug** Many types of plugs available, prewired at the factory; contact factory for details
- 10.7. Power**
- 10.7.1. Additional batteries** For geographic locations with less solar charging potential or colder weather, and for applications that require year-round charging, add batteries for greater capacity  
Add two Group 24 deep-cycle batteries in large battery box, 215Ah additional capacity
- 10.7.2. AGM batteries** Replace deep-cycle batteries with top-of-the-line absorbed glass mat (AGM) batteries
- Features 100% maintenance-free  
Sealed and spill-proof  
Faster recharge and greater freeze resistance than conventional batteries  
Contains less lead than conventional batteries
- Options One 4D AGM 12Vdc batteries in standard battery box, 200Ah total capacity  
Two 4D AGM 12Vdc batteries in large battery box, 400Ah total capacity
- Weight Approx. 160 lbs. (72kg) each
- 10.7.3. Charger** When required for faster battery charging, replace standard remote charger with higher amperage, 45-amp, 12-volt charger
- 10.7.4. Solar** For geographic locations with less solar charging potential or colder weather, and for applications that require year-round charging, additional solar power is available  
Options include 85W and 130W solar panels; contact factory for details

- 10.8. Large battery box and license plate holder** Large battery box is required when the speed trailer has more than two standard batteries or more than one AGM battery  
Replaces standard battery box  
Centered over trailer axle, bolted to trailer frame  
Same construction as standard battery box  
License plate holder is added when the speed trailer uses the large battery box; mounted under rear trailer frame
- 10.9. Secure battery box** High-security battery box features heavy-gauge steel lid, hidden hinges, and heavy-duty hidden-shackle padlocks. Replaces standard battery box.  
License plate holder is added when the speed trailer uses the secure battery box; mounted under rear trailer frame
- 10.10. Reflective tape** Reflective red-and-white conspicuity tape across rear trailer frame for increased visibility
- 10.11. Finish color** Specify power-coat color and, if applicable, color scheme
- 10.12. Traffic Data Classifier System**

  - 10.12.1. Design Radar-based, nonintrusive, does not require loops or hoses, no disturbance of traffic flow during installation or use
  - 10.12.2. Direction Registers both approaching and receding vehicles
  - 10.12.3. Traffic lanes Most effective for 2-lane roads
  - 10.12.4. Traffic count Can record data for more than 1 million vehicles in internal memory
  - 10.12.5. Data format Speed, date, time, direction, length for each vehicle
  - 10.12.6. Units English or metric
  - 10.12.7. Time stamp Yr,Mo,Dy,Hr,Min,Sec.
  - 10.12.8. Speed range 5 to 138 mph (8 to 222 km/h)
  - 10.12.9. Sensor Microwave K-band 24.125 GHz
  - 10.12.10. Power Uses radar-speed sign power supply
  - 10.12.11. Power output 20 dbm (EIRP)
  - 10.12.12. Current 110 mA
  - 10.12.13. Temperature Operating limits, -40 to 185 °F (-40 to 85 °C)
  - 10.12.14. Internal memory 1MB (1,048,576 bytes)
  - 10.12.15. Baud rate 9600, 8 bit, no parity
  - 10.12.16. Installation Mounted below electronic speed display in adjustable bracket

**EXHIBIT A: DISPLAY ACTIVATION SPEEDS**

**Miles per hour (mph)**

User-Set Speed Limit	Vehicle Speed Triggered	Flashing Vehicle Speed Triggered	Excessive-Speed Message Triggered
10	5	11	13
15	8	16	20
20	10	21	25
25	15	26	30
30	20	31	37
35	29	36	45
40	34	41	50
45	39	46	55
50	44	51	60
55	49	56	65
65	59	66	75
75	69	76	85

**Kilometers per hour (km/h)**

User-Set Speed Limit	Vehicle Speed Triggered	Flashing Vehicle Speed Triggered	Excessive-Speed Message Triggered
20	10	21	24
30	16	31	38
40	24	41	48
50	34	51	61
60	50	61	76
70	60	71	86
80	69	81	96
90	79	91	106
100	90	101	116
110	100	111	126
120	109	121	136
130	119	131	146