



# **CITY OF LONG BEACH**

## **PURCHASING DEPARTMENT**

1 WEST CHESTER STREET, Room 509

LONG BEACH, NY 11561

(516) 431-1006

FAX: (516) 431-1839

### **CONTRACT DOCUMENTS**

### **FOR**

### **REQUEST FOR PROPOSAL:**

**Full Service Regional Marketing and Advertising Campaign  
Including Transit Advertising Program For the  
City of Long Beach, New York**

**June 29, 2015**

CITY OF LONG BEACH  
NEW YORK

CITY MANAGER

JACK SCHNIRMAN

CITY COUNCIL

LEN TORRES, PRESIDENT

FRAN ADELSON, V.P.  
EILEEN J. GOGGIN

ANTHONY ERAMO  
SCOTT J. MANDEL

CORPORATION COUNSEL

ROBERT AGOSTISI

**ATTENTION\*\*\*\*\***

Read thoroughly "Instructions to Bidders" and the legal advertisement relative to bid and other details on submitting offers.

If bidder is a co-partnership, all partners must execute the bid, unless one partner has been authorized to sign for the co-partnership, in which case evidence of such authority shall be submitted.

If a bidder is a corporation, the President and Secretary shall execute the bid.

The Corporate Seal must be affixed.

In the event that this bid is executed by a Vice-President in lieu of the President, please attach hereto a certified copy of that section of Corporate By-Laws authorizing the Vice-President to execute contracts of this kind.

## **REQUEST FOR PROPOSALS**

PLEASE TAKE NOTICE that sealed proposals will be received in Room 509, Purchasing Department, City Hall, Long Beach, New York 11561, on Monday, June 29, 2015 up until 3:00 p.m., for the following:

### **Full Service Regional Marketing and Advertising Campaign Including Transit Advertising Program For the City of Long Beach, New York**

Specifications may be obtained on the City's website at [www.longbeachny.gov](http://www.longbeachny.gov) or by contacting the Purchasing Department, Room 509, City Hall, Long Beach, New York (516-431-1006). The City of Long Beach reserves the right to reject any and all proposals, to waive all formalities on same and to accept those proposals which are in the best interest of the City of Long Beach.

Date: Long Beach, New York  
June 9, 2015

JACK SCHNIRMAN  
City Manager

## General

The City of Long Beach, New York with a population of approximately 35,000 persons is located on Nassau County's south shore. The City has a 5 mile oceanfront, 2.2 mile boardwalk, and 5 miles of bay front along Reynolds Channel. The City's central business district extends in a linear manner along Park Ave, east and west of the intersection with Long Beach Blvd. A Long Island Rail Road (LIRR) intermodal Center is located just to the west of the Long Beach Blvd/ Park Ave intersection. A comprehensive plan for the city can be viewed on our website, [www.longbeachny.gov](http://www.longbeachny.gov). The City is in the process of updating the Comprehensive Plan, information on that can be found at: [www.longbeachlistens.com](http://www.longbeachlistens.com).

## Objective

- The City of Long Beach is currently seeking one (1) Full Service Regional Marketing and Advertising firm which will provide all required personnel, services and support relating to such marketing and advertising services *including management of transit advertising programs and marketing coordinator*. We have received New York State funding from Empire State Development Corporation (ESD) Market NY, which the City has provided a local match for, creating a total marketing budget of \$380,000. The project will start immediately upon award. This specific funding will be available until spring 2016, and future funding is anticipated based upon prior experience. The applicant will manage this project and assist the City Manager's office, along with the City's Public Relations and Economic Development Departments with its design, public relations and general marketing/advertising experience in regards to multiple marketing and promotional activities targeted to the promote year-round tourism and economic vitality in the City. The applicant will build on the previous efforts of the City's prior marketing initiatives. Our tentative theme is "More than Just the Beach-Open for Business Year Round". The applicant must be able to demonstrate an understanding of Long Beach and have a minimum of five (5) years of prior experience in marketing and advertising efforts for similar coastal communities with a visitor influenced economy. The applicant must be able to provide innovative ideas for Long Beach from other similar coastal communities.

The applicant will be responsible to find sponsorships to support marketing and other efforts and should be able to demonstrate previous transit advertising experience.

## **Scope of Regional Marketing & Advertisement Campaign**

Professional services may include but are not limited to:

- Market research, analysis and advice
- Advertising: conception, planning, design, development, production and evaluation
- Media buying, placement and monitoring
- Graphic design
- Photography
- Public Relations Services
- Management of Visitors website
- Advise City on updates to the City App
- Creation of a clearinghouse for events
- Special Programs which may include, but are not limited to, Buy-a-Board, Relief Fund Benefits and Holiday Lights
- The coordination and handling of artistic events and concerts
- Transit Advertising and Municipal Event Sponsorships for bus, bus shelter and advertising kiosks which may include, but are not limited to, event sponsorship development, ice rink advertising, bike racks, pouring and product rights

The three major goals of this campaign are to:

- Promote seasonal and year round visitors
- Support new and existing local businesses year round
- Provide a significant boost to our local economy

A wide variety of advertising would be encompassed in this campaign across the following mediums, dependent upon the available budget, which include, but are not limited to:

- Television

- Radio
- Billboards
- Outdoor/Banners
- Web/Social Media
- Print Media
- Kiosks
- Bus Shelters
- Bus Advertising

The City reserves the right to request additional information or clarifications from proposers, or to allow corrections of errors or omissions.

Following review of submissions, and upon reasonable prior notice, proposers may be requested to make an oral presentation to the City Council and the City Manager regarding their qualifications and bid proposal.

The City is not obligated in any way to require an oral presentation from each and every proposer.

The Proposal should include the following:

- 1) Applicant's professional services experience related to the Transit Advertising, and Event Sponsorship business for municipalities.
- 2) Professional services experience in Advertising and Marketing Sponsorships and Sponsorship Marketing execution specific to Municipalities and coastal communities with a visitor based economy.
- 3) Description of staff training, management, sales associates and operations for outdoor advertising businesses, events, and programs.
- 4) Detailed description of materials to be used and full details of how the operations will be performed including knowledge of Long Beach City Transit System, and City Events.
- 5) Details of experience in sales, promotions and advertising for business to maximize success and profitability.
- 6) Describe and detail multiple streams of revenue for the City of Long Beach. The proposed compensation to be paid to the City should be detailed specifically to each revenue stream.
- 7) Experience in cash management, accounting/reconciliation and security.
- 8) How your company will benefit the City of Long Beach economically, and aesthetically.
- 9) Location of Applicants offices.

## **Scope of Transit Advertising Services**

The City will give and grant to the successful proposer the sole, exclusive and complete advertising rights, powers and privileges in, upon and about all buses now owned or hereafter owned, operated or controlled by the City. This includes the trolley buses which will only have interior and rear exterior advertisements, except for the Open Air Trolley which only has interior advertising. Successful proposer shall have the right to place, display, maintain, change and remove advertisements, both on the inside and outside spaces, subject to the limits imposed by the Request for Proposal. All advertisements are subject to approval by the City of Long Beach.

The Contractor shall at its own cost and expense:

- A) Maintain the said sign frames together with the equipment thereof in good condition after erection or installation thereof.
- B) Comply with any and all orders, ordinances, regulations, requirements and rules of the City, State and Federal Governments made and provided, and of any and all bureaus or departments thereof relating to the said motor coaches or omnibuses or the said sign frames and equipment thereof or to the advertising matter displayed thereon.
- C) Keep and save the City of Long Beach harmless from any claim, demand or injury of any person or property that may result from the erection, installation, maintenance or use of such structure or equipment.



## **REQUEST FOR PROFESSIONAL SERVICES**

### **Services required for both General Marketing and Transit Advertising Programs:**

1. The City reserves the right to reject any and all proposals if not deemed in the best interest of the City of Long Beach. The City is not obligated to accept the highest bid and has the right to award the contract to the applicant providing the most complete experience in the Transit Advertising and Sponsorship Marketing for Municipalities business.
2. The successful applicant shall obtain a Mercantile License from the City Clerk of the City of Long Beach.
3. The successful applicant will be responsible for all permits, fees and other costs associated with the proper operation of the business.
4. The successful applicant will be required to obtain and maintain all required Nassau County Permits.
5. Adequate insurance policies will be maintained by the successful applicant at all times. Copies of all policies will be provided to the City, with the City named as certificate holder and additional insured.
6. Applicant must include a sworn statement setting forth whether the corporate applicant, its principals or employees (acting on applicant's behalf) have been convicted, or pled guilty to any crime or violation in the City of Long Beach or County of Nassau within the past ten (10) years. Set forth the relevant facts and circumstances surrounding said conviction. Failure to provide this statement shall result in the rejection of the proposal.
7. Applicant must submit a minimum of three (3) professional references that relate to services relative hereto.
8. The applicants must manage all installation materials, sales associates, maintenance, accounting, and/or equipment necessary to perform the services.
9. All associates shall be professional at all times to provide proper service. Employment shall be obtained from local work forces as much as possible.
10. Unless otherwise stipulated, the City reserves the right to restrict or prohibit advertising artwork.
11. The successful bidder shall present the City advertising rates.
12. The term of the agreement is for three (3) years with two separate three (3) year renewals which will be granted by mutual consent of the City and the provider.
13. The City reserves the right to:

- Suspend the contract at any time in its sole discretion due to inadequate or poor performance.
- Inspect Advertising for compliance with Local, County, State and Federal Codes/ Laws.
- Remove advertising for content or violating the law or code.

14. The successful applicant shall keep all advertising current and in good appearance.

15. The City requires payment schedules and accounting reconciliation on a monthly basis during the year. Proposal for Professional Services should detail income streams, execution, and estimates of potential business income based on industry experience and knowledge of Transit Advertising, Sponsorship Promotions and Sales industry. The proposed compensation to be paid to the City should be detailed specifically to each revenue stream.

16. All applicants shall comply with any and all applicable Federal, State and local Laws and regulations. As used in this Agreement the word “Law” includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

17. The applicant acknowledges and agrees that all records, information, and data (“Information”) acquired in connection with performance or administration of the Proposal shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Applicant acknowledges that applicant’s Information in the City’s possession may be subject to disclosure under Article 6 of the New York State Public Officer’s Law (“Freedom of Information Law” or “FOIL”).

18. Applicant acknowledges and agrees that all information that applicant acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the City, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the City (and then only to the extent of the consent), or (iii) upon legal compulsion.

19. The City of Long Beach hereby notifies all Proposers that it will affirmatively ensure that in regard to any contract entered into pursuant to this advertisement, minority and women owned business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on grounds of race, color or national origin in consideration for an award. The NYS ESD requires a minimum of \$90,000 of the award to be placed with an M/WBE business owner from the NYS ESD list. Here is a link to the NYS M/WBE Directory:

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=21>

Applicant must submit a minimum of \$90,000 of their proposal for a M/WBE business from this list.

20. The “I LOVE NEW YORK” logo must be present on all advertising and marketing promotions, including but not limited to: digital, radio, print, outdoor, television, web, and transit. All content must be approved by NYS ESD to be used in production.

21. All projects should align with “I LOVE NEW YORK” marketing. It is required that all projects use the I LOVE NEW YORK logo with all marketing and promotion elements for the awarded project. Any use of the I LOVE NEW YORK logo must be approved by ESD and conform to ESD guidelines, as well as be approved by the City of Long Beach.

**Services specific to Transit Advertising Programs:**

1. Applicants must submit a resume in writing of their experience in the Transit Advertising and Sponsorship Marketing specific to Municipalities along with their proposal. Unless this resume is submitted, the proposal will not be considered

2. The successful applicant will not interfere with the operation of the transit system during operation.

3. Advertising on buses shall be on the exterior and interior of the buses. The City currently has nine (9) buses (including 2 trolleys) on five (5) routes. The closed trolleys will only have interior and rear exterior advertisements. Excluded is the open-air trolley which only maintains interior advertising. This number is expected to increase to eleven (11) by November 2015.

4. Advertising on the interior of the buses shall be placed within existing frames as presently exist thereon. In the event the advertising frames are not already installed on the interior of the buses, the same shall be provided and installed by the successful bidder from the gross revenue of advertising space sales and will remain the property of the City.

5. Advertising on the bus shelters shall be placed within existing frames as presently exists thereon. In the event the advertising frames are not already installed on the bus shelters, the same shall be provided and installed by the successful bidder from the gross revenue of advertising sales and will remain the property of the City. The City currently has 13 bus shelters – this number is expected to increase during the contract period.

6. Advertising on the back exterior of the buses shall be installed unframed below the bus vents unless frames are presently there. The exterior back of 3 buses shall be left free of advertising for the use of the City, unless otherwise permitted by the City. Proofs of the ads to be placed on bus interiors and exteriors and on bus shelters shall be submitted to the City for final approval.

7. No alcohol, tobacco or political advertising is permitted on City of Long Beach buses.

**All applicants must respond to both services to be considered.**

## **General Requirements**

Proposals will be received up until 3:00 p.m. on Monday, June 29, 2015. An original and seven (7) copies of all proposals must be received. All proposals must be submitted in a sealed envelope with title of RFP, due date and time, and name of contractor so marked clearly on the outside envelope. Costing sheet must be submitted in separate envelope marked with title of RFP, due date and time, and name of contractor so marked clearly on the outside of envelope and the words "COSTING PROPOSAL". Each proposer must submit two (2) envelopes. Proposals should be sent to:

Purchasing Agent  
City of Long Beach  
1 West Chester Street, Room 509  
Long Beach, NY 11561

**Qualifications and Experience** - The firm's overall qualifications and "relevant" experience with similar municipalities in the region will be evaluated under this criterion. The firm must have at least 5 years of experience in advertising and marketing for coastal communities with a visitor based economy and transit advertising. The applicant must be able to provide innovative ideas for Long Beach from other coastal communities with a visitor influenced economy. Also considered will be past performance in ventures of this or similar nature. (Total Points 45)

**Quality of Proposal** – The proposal work plan will be evaluated to determine the contractor's approach, methods and projected products and that applicant responded to all requirements. (Total Points 30)

**Price Response** – The contractors projected fees to undertake this Regional Marketing and Advertising campaign, as well as revenue projections from sponsorships, will be weighed heavily under this criterion. (Total Points 25)

## **Term**

The term of the agreement shall be for three (3) years with two (2) separate additional three (3) year renewals, which will be granted by mutual consent of the City and the provider.

All inquiries and requests for information pertaining to this RFP should be directed to Patricia Bourne, Director of Economic Development, at (516) 431-1000 ext. 7284, or via e-mail at [pbourne@longbeachny.gov](mailto:pbourne@longbeachny.gov).

The decision of the City Council as to which proposal offered is in the best interest of the City of Long Beach shall be final. The City reserves the right to reject any and all proposals.

Proposals will only be considered from companies which have an established reputation in this field.

The City of Long Beach hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on grounds of race, color or national origin in consideration for an award. The NYS ESD requires a minimum of \$90,000 of the funding to be placed with an M/WBE business owner from the NYS ESD list.

Any changes to these specifications must be by written consent of both the successful vendor and the City of Long Beach. No oral, telegraph or telephone bids or modifications will be considered.

This RFP constitutes only an invitation to make a proposal to the City. The City reserves, holds, and may in its sole discretion exercise the following rights and options with respect to the RFP and subsequent agreement:

- To waive any informalities with respect to the submission requirements.
- To reject any or all proposals.
- To cancel this RFP with or without the substitution of another RFP.
- To supplement, amend, or otherwise modify this RFP, prior to the time of public opening.
- To issue additional and or subsequent RFPs.
- To negotiate with the proposers for amendments or other modifications to their proposals.
- To select and enter into an agreement with a vendor whose proposal best satisfies the overall interests of the City.

**This RFP is not a strictly competitive bid.** The City reserves the right to select a proposal, without the amount offered being the sole determinative factor. The City's decision-making process, which may include a public hearing before the City Council, will be discretionary and will be in the best interests of the City.

The City Council will consider an award to a responsible proposer, who best demonstrates relevant experience and expertise; who, upon evaluation of all proposals received, best responds

to this Request For Proposals and who, in the judgment of The City of Long Beach, will best serve the public interest.

Proposals properly completed and executed on the forms provided by the City along with any supporting documents may be delivered in person by the bidder or his agent or may be mailed to the Purchasing Department. The Purchasing Agent or her designee must receive all bid proposals, **without exception**, not later than the time specified above.

**ALL PROPOSALS MUST BE IN WRITING AND BE RECEIVED IN THE PURCHASING DEPARTMENT OF THE CITY OF LONG BEACH, CITY HALL, ROOM 509, PRIOR TO 3:00 PM ON MONDAY, JUNE 29, 2015. ANY PROPOSAL RECEIVED AFTER SUCH TIME WILL NOT BE CONSIDERED.**

The decision of the City Council as to which proposal offered is in the best interest of the City of Long Beach, shall be final.

**The proposer assumes all risk of any delay, for any reason, for the delivery of their proposal if it is mailed utilizing the U.S. Postal service or if by personal delivery or any commercial package delivery service.**

**Regional Marketing and Advertising Campaign  
For the City of Long Beach, New York**

**Request For Proposal**

PROPOSAL SUBMITTED BY:

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(Signature of Proposer)

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(Printed Name and Title of Proposer)

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(Company or Corporation) Date

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Address, City, State, Zip

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Telephone, FAX, Pager, e-mail address

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CORPORATE SEAL

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**CITY OF LONG BEACH**  
**LONG BEACH, NEW YORK**

Bid submitted by: \_\_\_\_\_  
NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE

to furnish \_\_\_\_\_  
in accordance with specifications attached, it being further understood that the CITY reserves the right to make an award on the basis of quotations received for any item or the aggregate total for all items on which quotations are received.

TO: City Purchasing Agent  
City of Long Beach  
1 West Chester Street  
Long Beach, NY 11561

The undersigned, desiring to submit a bid to furnish \_\_\_\_\_

\_\_\_\_\_ for the City of Long Beach, New York, does hereby accept all terms, conditions and agreements contained and set forth in the e Notice to Bidders, Information for Bidders and Specifications and the undersigned does hereby certify, agree and propose as follows:

The undersigned declares that he has examined all of the attached documents and hereby proposes and agrees that, if this bid is accepted, he will contract with the City to supply said materials and services and to perform the specified work in the manner and time required pursuant to the attached documents.

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

- A. That 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; and



- B. That 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, directly or indirectly, by the bidder to any other bidder or to any competitor, prior to opening of all bids upon this proposal; and
- C. That 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; and
- D. That neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix any overhead, profit or cost element of the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Long Beach or any person interested in the proposed contract; and
- E. That the price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owner, employees or parties in interest, including this affiant.

Enclosed is bid bond or depositor' check (IF CALLED FOR IN BID) certified by (name of bank of deposit) \_\_\_\_\_ in the amount of \_\_\_\_\_ made payable to the City Treasurer, City of Long Beach, as a proposal guarantee which it is understood will be forfeited in case the contractor fails to comply with the requirements of the specifications.

(SIGN ATTACHED PAGE AND/OR PAGES)

SIGNATURES

(If an individual)

Date \_\_\_\_\_, 20\_\_\_\_\_

Signature of Bidder \_\_\_\_\_ (Seal)  
(Owner and Proprietor)

Business Name D/B/A \_\_\_\_\_

Business Address \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me

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

\_\_\_\_\_

(If a co-partnership)

Date \_\_\_\_\_, 20\_\_\_\_\_

Firm Name \_\_\_\_\_ (Seal)

By \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

Name and Address of all Members of the Firm: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SUBSCRIBED AND SWORN to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

(If a corporation)

Date \_\_\_\_\_, 20\_\_\_\_\_

Corporate Name\_\_\_\_\_

**By**

\_\_\_\_\_  
President

Business Address \_\_\_\_\_

\_\_\_\_\_

**CORPORATE SEAL**

President \_\_\_\_\_

Vice President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

Attest \_\_\_\_\_

Secretary

**SUBSCRIBED AND SWORN TO BEFORE ME**

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

## INSTRUCTIONS TO BIDDERS

### 1. General:

Read all documents contained in the bid specifications.

Upon submitting a proposal, each bidder shall be assumed to have made a careful examination of the conditions and specifications and to have fully informed himself as to any special conditions, contracts and/or other documents.

Bidders are responsible for submitting their bids to the appropriate location at or prior to the time indicated in the specifications. No bids will be accepted after the designated time or date indicated in the bid specifications.

All bids must be filled out in ink or be typewritten. Bids submitted in pencil may be rejected as unresponsive. In the case of a discrepancy between the numerical number and written number, the written number will be controlling and will be considered to be the actual bid of the bidder.

The competency and responsibility of bidders will be considered in determining whether a bidder is qualified to perform the services or items required for the purpose of making the award.

The City may reject any and/or all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids.

No bid shall be considered which is not based upon these specifications and other contract documents attached or made a part there-to. Further no bid will be considered which contains any letters or memorandum modifying the bid, or which is not properly executed, or which is not accompanied with bid security in the form and amount as set forth herein. In case of discrepancy between the numerical number and written number, the written number will be controlling and will be considered to be the actual bid of the bidder.

No oral, telegraph, or telephone bids or modifications will be considered.

### 2. Submission of Proposals

All prospective bidders shall submit sealed proposals.

The sealed envelope submitted by the prospective bidder shall carry the following information on the FACE of the envelope: bidder's name, address, subject matter of proposal, advertised date of bid opening and the hour designated for bid opening as shown on the legal advertisement.

Where proposals are sent by mail to the City Purchasing Agent, the bidders shall be responsible for their delivery to the City Purchasing Agent before the advertised date and hour for the opening of bids. If the mail is delayed beyond the date and hour set for the bid opening, proposals thus delayed will not be considered. Under no circumstances is it necessary to submit the technical specifications with the bid.

3. Receipt and Opening for Bids:

Bids will be received and opened by the City Purchasing Agent as outlined in the Notice to Bidders or by her authorized representative.

4. Proposal Security

Each bid shall be accompanied by a bid bond or certified check (IF CALLED FOR IN THE BID SPECIFICATIONS) in the amount of ten percent (10%) of the bid and shall be made payable to the City Treasurer, City of Long Beach, unless otherwise specified. Such proposal security will be returned to the unsuccessful bidders, within forty-five (45) days after the City and the successful bidder have executed contract for the proposed purchase or services, or in the event no contract is executed, within (45) days after the date of the opening of the bids or upon the demand of the bidder at any time after the forty-five (45) days, so long as he has not been notified of the acceptance of his bid. The proposal security of the successful bidder may be accepted as a performance security to be retained pending successful completion of the contract and shall be retained by the City as liquidated damages, not as a penalty, for failure to complete the contract as specified herein, it being now agreed that said sum is a fair estimate of the amount of damages that said City will sustain due to the bidder's failure to complete the contract as specified herein.

5. Liquidated Damages for Failure to Enter into Contract:

The successful bidder, upon his failure or refusal to execute and deliver the Contract and Bonds required within fifteen (15) days after he has received notice of the acceptance of his bid, shall forfeit the proposal security deposited with his bid to the City as liquidated damages, not as a penalty, for such failure or refusal, it being now agreed that said sum is a fair estimate of the amount of damages that said City will sustain due to the bidder's failure or refusal to execute and deliver the executed Contract and Bonds as stated above.

6. Signatures:

Bids shall be signed with the full name of the bidder or an authorized agent of the bidder. If the bidder is a corporation the bid shall be signed by a properly authorized officer of the corporation.

The bid shall indicate whether the bidder is an individual, a partnership or a corporation. In case of a partnership, the full name of each individual partner shall be given. In case of a corporation, the corporate name, the State of incorporation, and the names of its officers shall be submitted.

7. Acceptance of Bid and its Effect:

Within forty-five (45) days after the opening of the bids, the City will act upon them. The acceptance of a Bid will be given to the successful bidder by notice in writing signed by a duly

authorized representative of the City. No other act of the City or any official shall constitute the acceptance of a Bid. The acceptance of a bid shall bind the successful bidder to execute the contract and to be responsible for liquidated damages as provided in paragraph 5 above. The rights and obligations provided for in the contract shall become effective and binding upon the parties only upon the formal execution of the contract.

8. Competency of Bidder:

No proposal will be accepted from or a contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City or who had failed to perform faithfully any previous contract with the City.

9. Obligation of Bidders:

At the time of the opening of the bids, each bidder will be presumed to have read and to be thoroughly familiar with the specifications and all contract documents. The failure or omission of any bidder to receive or examine any form, instrument or document shall in no-way relieve any bidder from any obligation in respect to his proposal.

10. Time for Executing the Contract:

The bidder whose bid shall be accepted will be required to execute a Contract in the form hereto attached within fifteen (15) days after the notice that his proposal has been accepted. Failure or neglect to execute the Contract within the said period of Fifteen (15) days shall constitute a breach of the agreement affected by the acceptance of the bid and the proposal security shall thereupon become forfeited. The provisions contained in the said contract shall be considered a part of the Instructions and Specifications.

11. Time of Payment:

The City shall make payment within thirty (30) to forty-five (45) days after delivery of any purchase or rendering of services made under the terms of this contract acceptance, after a proper invoice of same is submitted and approved by the City Purchasing Agent, City of Long Beach.

12. Failure to Furnish Bond:

In the event that the bidder fails to furnish a performance bond when required in said period of fifteen (15) calendar days after acceptance of the bidder's proposal by the City, then the bid deposit of the bidder shall be retained by the City as liquidated damages and not as a penalty; IT BEING NOW AGREED that said sum is a fair estimate of the amount of damages that said City will sustain due to the bidder's failure to furnish said performance bond.

13. Interpretation of Contract Documents:

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications or other contract documents, he may submit to the Purchasing Agent a written request for an interpretation thereof. The person submitting the request will be

responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued. A copy of such addendum will be mailed or delivered to each person receiving a set of such contract documents and to such other prospective bidders as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of the proposal. If, after award of the contract, questions arise concerning interpretation of contract documents, it is understood that the decision of the Purchasing Agent will be final and binding.

14. Catalogs:

Each bidder shall submit in duplicate catalogs, descriptive literature, and detailed drawings, which fully detail the features, designs, construction, appointments, finishes and the like not covered in the specifications, but which details are necessary to fully describe the material work bidder proposes to furnish.

15. Non-Discrimination:

The Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant for employment because of race, creed, color or national origin. The Contractor further agrees that each subcontract made under this contract will contain a similar provision with respect to non-discrimination.

16. HOLD HARMLESS:

It is agreed that the Contractor shall indemnify, save and keep the City harmless against all liabilities, judgments, loss, costs, damages and expenses which may in any way be incurred by the City or its licensees, permittees, and assignees, respectively, by reason of the performance hereunder by the contractor, or the use of or any claim of the use of any patented material design, machinery, device, equipment or process furnished under this contract and accepted by the City.

17. Inspection and Responsibility:

The City shall have a right to inspect, by its authorized representatives, any material as herein specified. The City does not assume any responsibility for the availability of any controlled materials and equipment required under this contract.

18. Rejection of Material or Services:

Equipment, supplies or services that may fail to comply with the specifications herein as regards design, material or workmanship, are subject to rejection, and may at the option of the City Purchasing Agent, be rejected.

19. Replacement:

Materials or components, that have been rejected by the Purchasing Agent, in accordance with the terms of this contract, shall be replaced by the Contractor at no cost to the City.



20. Removal:

Any material or components rejected shall be removed within a reasonable time from the premises of the City at the entire expense of the Contractor, after notice has been mailed by the City to the Contractor that such materials or components have been rejected.

21. Delay:

Should the Contractor be delayed by the City for any cause, there shall be added to the Time of Completion a time equal to the period of such delay caused by the City; but the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension.

22. Time of Commencement and Performance:

The time of commencement, rate of progress and time of completion are essential conditions of this contract; however, if the time of performance of the contract is for any reason, either expressly or by implication, extended, such extension shall not affect the validity of this contract or the liability of the sureties upon the bid given for the faithful performance of the same.

The City Manager reserves the right finally to decide all questions arising as to the proper performance of this contract, and in case of failure by the Contractor to comply with this contract in any manner, then to declare the same forfeited, either as to a portion or the whole thereof, and to re-bid the same with or without further advertising; and in such case of default, or in any case of default, to adjust the difference of damage or price, if any, which according to the just and reasonable interpretation of this contract, the said Contractor should, in the opinion of said Purchasing Agent, pay to the City.

It is further understood and agreed that any amount of damage or price determined by the City Manager to be paid to the City by the Contractor for any such default, or for any money paid out by the City in consequence of any such default, there shall be applied in payment thereof a like amount of any money that may be due and owing to the Contractor under or on account of the contract, so far as there may be any such money and the same shall be sufficient; and if there shall not be a sufficient amount retained from the Contractor, then the amount to be paid to the City in consequence of such default shall be a just claim against the Contractor to be recovered at law in the name of the City in any court of competent jurisdiction.

23. Subletting of Contract:

No contract shall be assigned or any part of the same subcontracted without the written consent of the City Manager and in no case shall such consent relieve the Contractor from his obligation, or change the terms of the contract.

24. Increase of Prices:

Should it become proper or necessary, however, in the execution of this contract for any change in design, or to make alterations which will increase the expense, the amount, if any, by which the contract price shall be increased in consequence of such change in design or alterations shall be determined by the City Manager.

No payment shall be made to the Contractor for any extra material, or of any greater amount of money than stipulated to be paid in the Contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by the City Purchasing Agent.

25. Delivery by Truck:

If delivery is made by truck, arrangements must be made in advance by the Contractor in order that the City may arrange for receipt of the materials. The material must then be delivered where directed. Truck deliveries will be accepted before 4:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays, or Holidays.

26. Verification of Weight:

The quantity of material delivered by truck shall be ascertained from certified weight ticket. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the City reserves the right to re-weigh at the nearest available scale.

27. Demurrage:

The City will be responsible for demurrage charges only when such charges accrue because of the City's negligence in unloading the material.

28. Re-spotting:

The City will pay railroad charges due to the re-spotting of cars when such re-spotting is ordered by the City.

29. Escalation:

If during the term of the Contract, the Contractor's price to others is below stipulated prices of this contract, the Contractor shall notify the City promptly of all such changes and the Contractor shall/give the City the benefit of such reduction in prices on all material or specification applying against this contract, shipped on or after the date of such price reduction.

30. Deliveries:

All materials shipped to the City of Long Beach must be shipped F.O.B. Long Beach, N.Y.

31. Trade Names:

In cases where an item is identified by a manufacturer's name, trade name or catalog number or reference it is understood that the bidder proposes to furnish the item as identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the bidder.

The reference to the above catalog is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states on the face of his proposal

exactly what he proposes to furnish, or forwards with his bid a cut or illustration, or other descriptive matter which will clearly indicate the character of the article covered by his bid.

The City Manager hereby reserves the right to approve as an equal, or to reject as not being as equal, any article the bidder proposes to furnish having major or minor variations from specification requirements but complying substantially therewith.

32. Permits:

The Contractor shall take out at his own expense all permits and licenses necessary to carry out the work described in this contract.

33. Responsibility:

The Contractor shall be responsible for all materials or finished work furnished under this contract up to the time of final acceptance by the City.

34. Quantities:

If materials in this bid and contract are on a requirement basis, then the quantities may be increased or decreased, as the needs of the City shall require.

35. Firm Prices:

Firm price bids shall be given first consideration. Firm price shall mean a guarantee against price increase during the period of the Contract.