



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 PROPOSALS

OPERATION OF ADDITIONAL SUMMER CONCESSIONS @ CITY OF LONG BEACH

March 15, 2018

**CITY OF LONG BEACH
NEW YORK**

ACTING CITY MANAGER

MICHAEL TANGNEY

CITY COUNCIL

ANTHONY ERAMO, PRESIDENT

**CHUMI R. DIAMOND, V.P.
SCOTT J. MANDEL**

**JOHN BENDO
ANISSA D. MOORE**

CORPORATION COUNSEL

ROBERT M. AGOSTISI

ATTENTION*****

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

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

If a proposer is a limited liability business entity, the President and Secretary shall execute the proposal.

The Corporate Seal must be affixed.

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

NOTICE TO PROPOSERS

PLEASE TAKE NOTICE that sealed proposals will be received in Room 509, Purchasing Department, City Hall, Long Beach, New York up until 11:00 a.m. on Thursday, March 15, 2018, for the following:

***OPERATION OF ADDITIONAL SUMMER CONCESSIONS
@ CITY OF LONG BEACH***

Specifications may be obtained on the City's website at 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.

Dated: Long Beach, New York
February 22, 2018

MICHAEL TANGNEY
Acting City Manager

SPECIFICATIONS FOR
OPERATION OF ADDITIONAL SUMMER CONCESSIONS
@ CITY OF LONG BEACH

Objective

The City of Long Beach is seeking proposals for the operation of additional summer concession food trucks at the City of Long Beach. Proposers should provide a proposal for **each additional concession individually**. *The City will seek to promote any business in these locations.* The additional food trucks may be located at the Riverside Food Market (a/k/a Shoregasboard), Neptune and the Beach, City of Long Beach Parks and Recreation Complex¹, or at additional locations as may be proposed and/or beneficial to the City of Long Beach, and approved in the City's sole discretion.

The City reserves the right to award each of these locations either individually or as a whole. Such determination will be made after opening of the proposals.

Further, the City reserves the right to designate exclusivity brands and/or products that must be sold.

Background and Available Information

1. City of Long Beach employees and their immediate families may not bid on these beach concessions.
2. No alcohol or tobacco products may be sold at these concessions; nor will the rental of umbrellas or chairs be permitted.
3. **No proposals will be accepted from anyone who is in arrears for prior expenses or fees owed to the City.** In addition, no proposals will be accepted from any individual or entity that is in violation of the City's Code of Ordinances. Compliance with the City's Code of Ordinances, as well as all other applicable laws, rules, and regulations are continuing obligations of the bidders.
4. The beach is open to the public on weekends only between Memorial Day and the third weekend of June; and from the commencement of the Beach Park Season and everyday thereafter until Labor Day. **All beach side concessions must be open and operational when the Beach Park is open.** In addition, all concessions will be allowed to operate from award to September 30th (the

¹ The cost of providing staff to clean all locations shall be imposed upon the awarded vendors in the form of an enhanced permit fee.

“Prime Season”) during the hours of 9:00 a.m. to 9:00 p.m. seven days a week. All concessions must be closed by 9:00 p.m. each night. During City sponsored concerts, vendors may remain open until 10:00 p.m.

5. For all food truck locations, including the Shoregasboard, each of the successful proposers ***must provide and utilize their own waste water tanks and electrical hook-ups.***
6. Proposers must submit a resume in writing of their experience in the relative business along with their proposal. **Unless a resume is submitted, the proposal will not be considered.**
7. The successful proposer(s) shall obtain a Mercantile/Peddler License from the City Clerk of the City of Long Beach.
8. The successful proposer(s) shall be responsible for all permits, fees and other costs associated with the proper operation of the concession.
9. The successful proposer(s) shall be required prior to the commencement of the operation of any Concession awarded hereunder to obtain and maintain all required approvals and permits pertaining to Food Concessions including, but not limited to, Nassau County Department of Health.
10. Access to the public bathrooms and showers shall NOT be hindered by any concession operation.
11. The successful proposer(s) shall not interfere with the operation of the gates to the Ocean Beach Park or separate entrances pursuant to Section 18-17 of the Code of Ordinances of the City of Long Beach.
12. Adequate insurance policies shall be maintained by the successful proposer(s) at all times in compliance with the Insurance Requirement Section set forth below (Page 13). Copies of all policies shall be provided to the City with the City named as certificate holder and additional insured prior to commencement of the operation of any Concession awarded hereunder.
13. Proposers must include a sworn statement setting forth whether the corporate bidder, its principals or employees (acting on proposer’s behalf) have been convicted, or pled guilty to any crime or violation within the past five (5) years. Set forth the relevant facts and circumstances surrounding said conviction. Failure to provide this statement shall result in the rejection of the proposal. Any such conviction shall not necessarily be determinative of whether an award shall be made.
14. Staffing of the concessions shall be adequate at all times to provide proper service. Adequate staffing shall be determined at the sole discretion of the

City. Employment shall be obtained from local work forces as much as possible. Concessions must be open any day the beach is open.

15. Food truck concessionaires must supply all mobile trucks.
16. The lessee shall file a list of items to be sold and the prices to be charged. The City reserves the right to restrict or prohibit the sale of any item. No alcohol, tobacco, drugs or other dangerous items shall be offered for sale.
17. The successful proposer(s) shall conspicuously post a price list at the site of each concession whenever said concession is in operation.
18. The term of the agreement for any additional food truck concessions shall be for a period of Award through September 30, 2018. For operation of such concessions outside of Prime Season, additional fees will be incurred.
19. The City reserves the right, in its sole discretion, to:
 - Suspend the contract at any time due to inadequate or poor vendor performance.
 - Enter the unit and inspect same for compliance with Local, County, State and Federal Codes/Laws at any time.
 - Remove from the concession, at any time, vendor employees or persons who are violating any law, code, rule or ordinance.
20. The successful proposer(s) for such additional food trucks shall maintain the area around each of the concessions in a clean and proper way subject to violations being imposed. **Garbage and trash shall be properly stowed and disposed of in accordance with Section 125 of the City's Code of Ordinances and as directed by the City. Failure to comply with such Section will subject all violators to prosecution in the Long Beach City Court. If they plead guilty or are found guilty after trial of committing such a violation, such concessionaire shall be subject to a penalty of \$750.00 in addition to any fines imposed by the Long Beach City Court. Failure to immediately remedy the situation may jeopardize the vendor's right to continue to operate any such concession(s) for the remainder of the contract period.** City owned receptacles may not be used. The City shall provide chairs, tables and umbrellas for the patrons in the Shoregasboard Area.
21. All Concession Stands shall be kept clean of graffiti. The lessee has 24 hours to correct a graffiti situation before the City corrects it and bills the lessee for time and materials.
22. No storage is allowed at any time; unless permission is granted by the City in writing. Storage can only be used inside the concession buildings by the vendor awarded such.

23. Absolutely no generators may be used in conjunction with any vending.
24. The terms of this proposal are incorporated in and shall be included as part of the agreement being executed.
25. In the event that the vendor is found by the City to have violated its Concession agreement with the City or any terms or specifications contained in this Request for Proposals, in addition to penalties set forth elsewhere in this document, the penalties shall be as follows:
 - 1st violation – Warning
 - 2nd violation - \$100 Payment to City’s General Fund
 - 3rd violation - \$400 Payment to City’s General Fund
 - 4th violation – TERMINATION OF THIS AGREEMENT
26. During a City-sponsored event in the leased premises (i.e., Arts & Crafts festival and the City-sanctioned Historical Society Arts and Crafts Festival), the Tenant(s) located in such area(s) may have, at no additional charge, their concession(s). Hours of operation and rules of the event coordinators must be adhered to. Any questions concerning location on food truck concession shall be determined by the City.
27. During certain events sponsored by not-for-profit organizations, the City may in its sole discretion forbid the operation of concessions during such events.
28. Subletting of Contract:
No contract shall be assigned or any part of the same subcontracted without the written consent of the City and in no case shall such consent relieve the Contractor from his obligation, or change the terms of the contract.

Criterion

Diversity of Product - The proposer’s overall selection, including diversity of products will be evaluated under this criterion. Also considered will be past performance in ventures of this or similar nature.

Quality of Product – The proposer’s selection, including quality of product, will be evaluated under this criterion. Any references for past performance

for quality of product in ventures of this or similar nature should be submitted herein.

Local Preference—Local merchants and/or those who have previously provided services will be given additional credit under this criterion.

Price Response – The proposer’s costing proposal will be weighed heavily under this criterion.

General Requirements

Proposals will be received up to 11:00 a.m. on Thursday, March 15, 2018. An original and six (6) copies of all proposals must be submitted in a sealed envelope with title of RFP, due date and time, and name of proposer 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 proposer so marked clearly on the outside of envelope and the words “COSTING PROPOSAL”. Each proposer must submit two (2) envelopes. Costing proposal must contain a deposit of not less than 10% of the total amount of the first year’s fee. Proposals should be sent to:

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

Proposers must submit a 10% deposit of the annual fee, payable by certified check or money order, with their proposal. Please be advised that electric, sanitation and water services will be supplied by the City of Long Beach, where applicable. **The fees for usage of such utilities are the responsibility of the vendor(s).** The balance of the year’s fee must be paid upon execution of an agreement with each successful proposer.

The decision of the City Council as to which proposal(s) 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 proposers 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 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.

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 due date.
- 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 or vendors whose proposal(s) 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 or proposals, 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 awards to responsible proposers, who best demonstrate 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.

Insurance Requirements

- A) Workmen’s Compensation Insurance – in accordance with the Laws of the State of New York.
 - B) Comprehensive General Liability Insurance
 - 1. Bodily Injury: \$1,000,000 each person, \$1,000,000 each occurrence.
 - 2. Excess Liability: \$5,000,000.
 - C) Personal Injury Liability Insurance – to protect the City from claims arising from the employees of the Concession owner and/or operator for damages of personal injury being described as willful torts, to wit: False arrest, detention and/or imprisonment, malicious prosecution, libel, slander and/or defamation of character, invasion of privacy, wrongful eviction and/or wrongful entry; for the amounts specified under the Comprehensive General Liability Insurance (sub-paragraph b. (1) (2).
2. “Hold Harmless” Clause – Responsibility for Injuries to Persons and Property:
- A) Concession owner and/or operator shall be solely responsible for all physical injuries (including death) to persons (including, but not limited to, employees of the concession owner and/or operator and employees of the City) or damage to property (including, but not limited to, property of the City or the concession owner and/or operator) occurring on account of or in connection with the performance of the work hereunder or sustained by any employee of the concession owner and/or operator or other persons while at the site of the unit, and shall indemnify and save harmless the City from loss and liability upon any and all claims on account of such injuries to persons (including death) or damage to property, and from all costs and expenses in suits which may be brought against the City of Long Beach on account of any such injuries to persons or damage to property, irrespective of the actual cause of the accident and irrespective of whether it shall have been due to negligence of the concession owner and/or operator or negligence of the City, their respective agents, servants and employees.
 - B) The obligation of the concession owner and/or operator shall be solely responsible for all injuries to persons or damage to property therein occurring on account of the performance of work under this contract whether due to negligence, fault or default of the concession owner and/or operator, and irrespective whether it shall have been due to negligence, fault, or default of the City, its respective agents, servants or employees. The concession owner and/or operator shall fully protect, indemnify and save harmless the City from loss and from liability upon any and all claims on account of such injuries to employees or other persons or damage to property, which may be brought against the City.
 - C) The obligation of the concession owner and/or operator to indemnify and save harmless the City as hereinabove set forth is absolute and not dependent upon any question of negligence on the part of the concession owner and/or operator, the City, their respective agents, servants or employees. The

approval by the City of the methods of doing the work or the failure of the City to call attention to improper or inadequate methods or to require a change in methods or to direct the concession owner and/or operator to take any particular precautions or to refrain from doing any particular thing shall not excuse the concession owner and/or operator in case of any such injury to persons or damage to property.

3. COST AND PROOF OF CARRIAGE OF INSURANCE

The concession owner and/or operator shall furnish the City with copies of all insurance policies, each of which shall contain the following provisions:

“Such insurance shall not be cancelled, terminated, modified or changed by concession owner and/or operator or Insurance Company, except on thirty (30) days prior written notice sent by the Insurance Company via certified mail to the City.”

3. SUITS AT LAW

The concession owner and/or operator shall indemnify and save harmless the City from and against all suits, claims, demand, or actions for any injury sustained or alleged to be sustained by any party or parties in connection with the concession or any part thereof or any commission or omission of the concession owner and/or operator, his employees or agents and in case of any such action shall be brought against the City, the concession owner and/or operator shall immediately take charge of and defend the same at his own cost and expense.

4. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this lease shall be deemed to be inserted herein and the lease shall be read and enforced as though it were included here, and if through mistake or otherwise, any such provision is not inserted or if not correctly inserted, then, upon the application of either party, the lease shall forthwith be physically amended to make such insertion

6. QUALIFICATIONS FOR EMPLOYMENT

No person under the age of sixteen (16) years and no person currently serving sentence in a penal or correctional institution shall be employed to perform any work on the project under this lease. No person convicted of a sex-offense shall be eligible for employment. No person whose age or physical condition is such as to make this employment dangerous to his health or safety, or the health or safety of others, shall be employed to perform any work on/or in this concession; provided, however, that such restrictions shall not operate against the employment of physically handicapped persons, otherwise employable, where each person may be safely assigned to work which they can ably perform.

7. NON-DISCRIMINATION

There shall be no discrimination because of race, creed, religion, sex or color in the employment of persons for work under this agreement, whether performed by the lessee and/or operator. Neither shall the lessee and/or operator discriminate in any manner against or intimidate any employee hired for the performance of work under this agreement on account of race, creed, religion, sex or color.

8. PAYMENT OF EMPLOYEES

The lessee and/or operator shall pay each of his employees engaged in work in/on this concession under this agreement in full (less deductions made mandatory by law) in cash or check, and not less often than once each week. The lessee shall comply with all wage laws and working conditions as required by the New York State Department of Labor.

9. REPRESENTATION OF LESSEE AND/OR OPERATOR

The lessee and/or operator represent and warrants:

- A. That it is financially solvent and that it is experienced in and competent to perform the type of work involved under this agreement and able to furnish the beach concession unit, materials, supplies and/or equipment to be furnished for the work; and
- B. That it is familiar with all Federal, State, County and Municipal Laws, Ordinances and Regulations which may, in any way affect the work of those employed hereunder, including but not limited to any special acts relating to the work.
- C. That it is and will remain current with any payment to the City and does not owe the City any payment with respect to any obligation to the City.

10. THE CITY'S RIGHT TO STOP WORK OR TERMINATE CONTRACT, IF

A. The lessee and/or operator shall be adjudged bankrupt or make an assignment for the benefit of creditors, or

B. A receiver or liquidator shall be appointed for the lessee and/or operator for any of his property and shall not be dismissed within 20 days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said 20 days, or

C. The lessee and/or operator shall fail or refuse to regard laws, ordinances, or the instructions of the City or otherwise be guilty of a substantial violation of any

provision of this lease, then and in such event, the City without prejudice to any other rights or remedy it may have, may on seven (7) days notice to the lessee and/or operator, terminate the employment of the lessee and/or operator and his rights to proceed either as to the entire lease or (at the option of the City) as to any portion thereof as to which delay shall have occurred, and take possession of the work and complete the work by lease or otherwise as the City may deem expedient.

CITY OF LONG BEACH

LONG BEACH, NEW YORK

Bid submitted by: _____
NAME

ADDRESS

TELEPHONE

Is in accordance with specifications attached, it being further understood that the CITY reserves the right to make an award on the basis of the best overall proposal and not necessarily to the highest bidder.

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

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

The undersigned declares that it has examined all of the attached documents and hereby proposes and agrees that, if this bid is accepted, it 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 depositor' certified check 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 _____
(Owner and Proprietor)

Business Name D/B/A

Business Address

SUBSCRIBED AND SWORN TO before me

this _____ day of _____, 20_____

(If a 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 / limited liability business entity)

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 certified check equal to 10% of the first year's rent.

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 thirty (30) 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. 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.

12. 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.

13. 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 lease

:

14. 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 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 rebid the same with or without further advertising.