

**REQUEST FOR PROPOSALS
FOR
ANNUAL HIGHWAY, LAWN & LANDSCAPE
MAINTENANCE SERVICES**

**Issued on: September 11, 2018
Due Date: October 13, 2018 at 9:00 A.M.
Administered by: Patrick Parcels, Trustee**

**NOTICE TO BIDDERS
VILLAGE OF DERING HARBOR
REQUEST FOR PROPOSALS
ANNUAL HIGHWAY, LAWN & LANDSCAPE MAINTENANCE SERVICES**

The Village of Dering Harbor will receive sealed proposals from experienced vendors who specialize in HIGHWAY, LAWN & LANDSCAPE MAINTENANCE SERVICES.

Proposals will be accepted until 9:00 A.M. Saturday, October 13, 2018, and the proposals will be opened by the Village Board of Trustees at 10:00 A.M. prevailing time at the Village Hall located at 23 Locust Point Road, Village of Dering Harbor, Shelter Island, New York.

Proposal documents may be obtained from the Village Clerk at the Village Hall or downloaded from the Village's website at www.deringharborvillage.org.

Questions should be directed to: Patrick Parcels, Trustee at:
pparcels@deringharborvillage.org.

**VILLAGE OF DERING HARBOR
REQUEST FOR PROPOSAL
HIGHWAY, LAWN & LANDSCAPE MAINTENANCE SERVICES**

PURPOSE OF REQUEST: The Village of Dering Harbor, (the “Village”) seeks proposals for Annual Highway, Lawn and Landscape Maintenance Services for a period from October 15, 2018 – June 30, 2021. Such services will include maintenance of the Village Highways (except for snow removal), General Properties and Recreation Areas.

INSTRUCTIONS TO CONTRACTORS:

All proposals must be addressed to:

Village of Dering Harbor
23 Locust Point Road
P.O. Box 3010
Shelter Island Heights, New York 11965

All proposals must be in a sealed envelope and clearly marked “Sealed Bid – Annual Highway, Lawn and Landscape Maintenance Services.”

The name and address of the proposing business must be shown on the face of the envelope.

All proposals must be physically received by the Village **on or before 9:00 A.M., Saturday, October 13, 2018.**

One (1) original and one (1) copy of the proposal must be enclosed in the sealed envelope.

All proposals will be publicly opened by the Board of Trustees at 10:00 A.M. prevailing time on Saturday, October 13, 2018 in the Village Hall, 23 Locust Point Road, Village of Dering Harbor, Shelter Island, New York.

No facsimile, electronic, verbal or telephone proposals will be accepted.

Proposers are cautioned that failure to comply may result in non-acceptance of the offer.

**GENERAL CONDITIONS AND FINANCIAL PROVISIONS:
CONTRACTOR QUALIFICATIONS:**

The successful Contractor must be properly registered and authorized to perform highways, lawn and landscape maintenance services with all appropriate Federal, State, County or Town entities, and licensed to do business within the Village of Dering Harbor.

The Contractor shall have a person available during normal business working hours to address any problems or complaints.

HOURS: Except for emergencies, hours of highway maintenance shall **ONLY** be performed from 8:00 A.M. until 5:00 P.M. Monday through Friday. No work shall be performed on weekends and holidays.

Hours of lawn and landscape maintenance shall **ONLY** be performed from 8:00 A.M. until 5:00 P.M. Monday through Thursday. No work shall be performed on weekends and holidays.

TERMS OF CONTRACT: The initial contract term will be from October 15, 2018 through June 30, 2021.

CONTRACT AGREEMENT: All subsequent contract agreements as a result of an award hereunder, shall incorporate all terms, conditions, and specifications contained herein, and in response hereto, unless mutually amended in writing.

SIGNED PROPOSAL CONSIDERED AN OFFER: Receipt of a signed proposal shall be considered an offer on the part of the Contractor. The terms, conditions and specifications of this proposal will become part of the contract, if the proposal shall be deemed approved and accepted by Village Board of Trustees. In the event of a default on the part of the Contractor after acceptance, the Village may take such action as it deems appropriate including legal action for damages or specific performance.

PAYMENT TERMS: Payment terms are NET 30 days following receipt of correct invoice. Invoices must be submitted to:

Village of Dering Harbor
23 Locust Point Road
P.O. Box 3010
Shelter Island Heights, New York 11965

Village of Dering Harbor is responsible for all payments to the Contractor under this contract.

SUBCONTRACTING: The Contractor shall not have the right or power to assign, subcontract, or transfer interest in this contract. The Contractor is prohibited from subcontracting any services covered in the scope of work.

CHANGES: The Village of Dering Harbor shall have the right, at any time, to alter the specifications to meet increased or decreased needs. If any such changes cause an increase or decrease in the cost or the time required for the performance, or otherwise affects any other provision of this agreement, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly.

AVAILABILITY OF FUNDS: Any and all payments to the Contractor shall be deemed binding only to the extent of appropriated funds for the purpose set forth in this proposal.

NON-DISCRIMINATION: The Contractor shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability.

GOVERNING LAWS: This contract is made under and shall be governed and construed in accordance with the laws of the State of New York.

ADVERTISING: In submitting a proposal to the Village of Dering Harbor, the Contractor agrees not to use the results of their proposal as a part of any commercial advertising without prior approval of Village of Dering Harbor Government.

CONFIDENTIALITY OF PROPOSALS: In submitting a proposal the Contractor agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of Village of Dering Harbor Government until after the award of the contract. Contractors not in compliance with the provision may, at the option of the Village of Dering Harbor, be disqualified from contract award. Only discussions authorized by the issuing agency are exempt from this provision.

ELABORATE PROPOSALS: Elaborate proposals in the form of brochures or other presentations beyond that is necessary to present a complete and effective proposal are not desired.

COST FOR PROPOSAL PREPARATION: Any costs incurred by Contractors in preparing or submitting proposals are the Contractors' sole responsibility. The Village of Dering Harbor will not reimburse any Contractor for any costs incurred prior to award of this contract.

TIME FOR ACCEPTANCE: Each proposal shall state that it is a firm offer which may be accepted within a period of 60 days following the submittal date. Although the contract is expected to be awarded prior to that time, the 60-day period is requested to allow for unforeseen delays.

RIGHT TO SUBMITTED MATERIAL: All responses, inquiries, or correspondence relating to or in reference to this Request for Proposals, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Contractors shall become the property of the Village of Dering Harbor when received.

COLLUSIVE BIDDING: The vendor's signature on the Village of Dering Harbor "Request for Proposal (RFP)" is a guarantee that the prices quoted have been arrived at without collusion with other eligible Contractors and without effort to preclude Village of Dering Harbor Government from obtaining the lowest possible competitive price.

CONFLICT OF INTEREST: All Contractors must disclose in writing with their proposal the name of any owner, officer, director, or agent who is also an employee of the Village of Dering Harbor Government. All Contractors must also disclose in writing with their proposal the name of any officer or employee of Village of Dering Harbor Government who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor's firm or any of its branches or subsidiaries. By submitting a proposal, the Contractor certifies that there is no relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this RFP. (see attached Disclosure Affidavit).

ERRORS AND OMISSIONS: The Contractor shall not take advantage of any errors or omissions in this RFP. The Contractor shall promptly notify Village of Dering Harbor Government of any omissions or errors found in this document.

GENERAL INDEMNITY: The Contractor shall save, hold harmless, and indemnify the Village of Dering Harbor, its Mayor, Village Board of Trustees, and its officers, agents, and employees (herein after collectively referred to as "Dering Harbor"), and shall pay on behalf of, protect, defend, and assume entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any injury, alleged injury, or death to any person, damage or alleged damage to property of the Village of Dering Harbor or others sustained or alleged to have been sustained in connection with, arising out of, resulting from, proximately caused by, directly or indirectly attributable to, or due to some act, error, omission, or activity of Contractor, the Contractor's performance, or the intended performance of any work, service, or obligations stated in or resulting from this request for proposal or agreement subsequent to this request for proposal, performed by the Contractor, their employees, agents, and representatives. The Contractor further agrees to defend any suit or action brought against Dering Harbor based on any such alleged injury, death, or damage indemnified above and to pay all damages, cost and expenses in connection therewith or resulting there from. This indemnity shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the Contractor.

As an integral part of this agreement, the Contractor agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amounts required in the general liability insurance requirements. The obligations of the Contractor pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of

proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Contractor.

INSURANCE COVERAGE: During the term of the contract, the Contractor at their sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:

| | |
|--|---|
| <u>Workers Compensation and NYS Disability</u> | |
| Coverage | Statutory |
| Extensions | Voluntary Compensation; All States Coverage; Employers Liability - Unlimited |
| | |
| <u>Protection & Indemnity</u> | |
| Limit | \$1,000,000. Combined Single Limit each occurrence |
| Limit | \$1,000,000. Each Occurrence |
| Additional Insured | The Village of Dering Harbor, Inc., all elected and appointed officials, employees and volunteers |
| | |
| <u>Umbrella Liability</u> | |
| Coverage | Umbrella Form or Follow Form of primary General Liability and Automobile Liability |
| Limit | \$3,000,000. |
| Additional Insured | The Village of Dering Harbor, Inc., all elected and appointed officials, employees and volunteers |

INSURANCE REQUIREMENTS: Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of New York. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in New York. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing New York laws or this contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the contract.

OTHER INSURANCE PROVISIONS: The policy or policies are to contain, or be endorsed to contain, the following provisions:

A. Contractor's insurance is to be considered primary for losses that occur as a direct result of the Contractor's actions.

B. Coverage shall state that the Contractor's insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days written notice.

Upon award of this contract, the Contractor must provide a copy of their insurance certificate as a condition of this contract. The selected Contractor shall add the Village of Dering Harbor as a Certificate Holder to their insurance policy.

PROPOSAL OPENING: The proposal deadline is 9:00 A.M. on Saturday, October 13, 2018. The package containing the proposals from each responding Contractor will be publicly opened at 10:00 A.M. prevailing time by the Village Board of Trustees. At that time, the name of the Contractor and the cost(s) offered will be announced. This is an open and public meeting. Interested parties may attend. However, it must be noted that these costs and their components are subject to further evaluation for completeness and correctness. Therefore, the cost(s) announced at that time may not be an exact indicator of the Contractor's pricing position. Neither can the assumption be made that the Contractor with the lowest price offered will be awarded the contract. See

"EVALUATION CRITERIA" and "AWARD OF BID": For further explanation on the components involved with the award of this contract. After opening each bid, the name of the bidder, the amount of the bid, and full terms of the bid shall be open to public inspection.

EVALUATION CRITERIA: Village of Dering Harbor Government, at its sole discretion, following an objective evaluation, will award this contract to the most responsible, responsive Contractor.

The proposals will be evaluated on a “**Lowest Responsible Bid**” basis including, but not limited to, completeness and content of the proposal, pricing, quality, the Contractors ability to follow the specifications, the Contractors ability to provide a team of skilled, trained employees, the Contractors experience with similar projects and the Contractors responses to “Mandatory Issues”. In addition to these considerations, the evaluators may request additional information, oral presentations or discussions with any or all of the responding Contractors to clarify elements of their proposal or to amplify the materials presented in any part of the proposal. However, Contractors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the Contractor.

The Village of Dering Harbor reserves the right to make independent investigations as to the qualifications of the Contractor. Such investigations may include contacting existing customers.

Contractors should keep in mind that this is a Request for Proposals and not a request to contract.

The Village of Dering Harbor reserves the unqualified right to accept or reject any and all proposals, and to waive any irregularities as may be permitted by law when it is deemed that such action will be in the best interest of the Village of Dering Harbor.

REFERENCE TO OTHER DATA: Only information which is received in response to this Request for Proposals will be evaluated. Reference to information previously submitted shall not be evaluated.

AWARD OF BID: The Village of Dering Harbor, at its sole discretion, following an objective evaluation, will award this contract to the most responsible, responsive Contractor. Price will be a major consideration but will not be the determining factor in our selection. The award of this contract will be based and granted on the “**Lowest Responsible Bid.**” The Lowest responsible Bid will allow the Village of Dering Harbor to consider factors beyond pricing such as whether the responsible Contractor is able to meet and/or exceed the required qualifications and specifications. Lowest responsible Bid will permit and reflect prudent stewardship of public funds and trust. Award of the contract to one Contractor does not mean that the other proposals lacked merit. Award of the contract signifies that after all factors have been considered, the selected proposal was deemed most advantageous to the Village of Dering Harbor.

NOTIFICATION OF AWARD: After all prerequisites and specifications have been met by the Contractor and the award for annual Highway, Lawn and Landscape Maintenance Services has been made, the successful Contractor will be notified within two (2) working days of this award. The Village of Dering Harbor will notify the successful Contractor in writing, either by a LETTER OF AWARD or a PURCHASE ORDER or both. VERBAL NOTIFICATION OF THE AWARD OF THIS

CONTRACT IS NOT CONSIDERED A RELIABLE MODE OF NOTIFICATION AND, THEREFORE, WILL NOT BE RECOGNIZED AS AN OFFICIAL NOTIFICATION.

TERMINATION FOR CAUSE: The Village of Dering Harbor reserves the right to terminate this contract at any time for cause. The violation of any provision or condition contained in this contract, or the refusal, failure, or inability to carry out any provisions of this contract shall constitute sufficient grounds to terminate this contract for cause. Should the Village of Dering Harbor elect to terminate this contract for cause, The Village of Dering Harbor will notify the Contractor thirty (30) days prior to the termination date and shall specify the cause for termination as well as the date the termination shall be effective. This termination notice will be issued via a written letter sent by certified U.S. mail. Immediate dismissals may be executed if deemed necessary by the Village of Dering Harbor.

TERMINATION WITHOUT CAUSE: The Village of Dering Harbor and the Contractor may terminate this contract without cause. Written notice of termination must be sent via certified U.S. mail no later than thirty (30) days prior to the termination date.

EMPLOYEE GUIDELINES:

Drug Policy: The Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. The Contractor further agrees their employees shall comply with the Village of Dering Harbor's Drug-Free Workplace Policy.

Authorized Personnel: While engaged in the performance of these Highway, Lawn and Landscape Maintenance Services, only authorized employees of the Contractor are allowed at the Village of Dering Harbor location where the work is being performed. During the performance of these services, the Contractor employees are not to be accompanied in the work area by acquaintances, family members, associates or any other person(s) who are not a current, authorized employee(s) of the Contractor. Contractor shall provide the Shelter Island Police Department with all employee names and date of birth for background checks.

Employee Guidelines: The Contractor shall use only qualified personnel to provide the required services. The Contractor shall be responsible for insuring that employees abide by all rules and regulations set forth for the buildings and grounds.

Safety: The Contractor and any persons employed by the Contractor shall be required to adhere to all New York State and OSHA requirements and regulations that apply while performing any part of the work listed under the title "Scope of Work". The Contractor and any persons employed by the Contractor shall be required to wear items as required by OSHA regulations while performing any part of the work listed under the title "Scope of Work".

State and Federal Regulations: The Contractor shall perform all work in accordance with State and Federal safety regulations in regards to work zones, work areas, equipment, vehicles, tools and supplies. The Contractor shall provide all necessary and required work zone protective devices and traffic channeling devices as required under State and Federal safety regulations.

Public Safety: The Contractor shall protect the safety and convenience of the general public. The Contractor shall perform work as needed and necessary to protect the general public from hazards.

CONTRACTOR SUPERVISION: The Contractor or the Contractor's authorized agent shall make sufficient routine inspections to ensure the Highway, Lawn and Landscape Maintenance work is performed as required by the contract. The Contractor and the Contractor's authorized agent must be comprehend the English language, because of the necessity to read chemical labels, job instructions and signs, as well as the need for conversing with management personnel.

PROPOSAL INFORMATION:

Proposals for HIGHWAY, LAWN AND LANDSCAPE MAINTENANCE SERVICES will be received by Village of Dering Harbor Government until 9:00 A.M. on October 13, 2018. Proposals may be submitted by mail or delivered in person. NO facsimile, electronic, verbal or telephone proposals will be accepted. The Village must physically receive all proposals at the following location PRIOR to the date and time specified. Any proposal received after the date and time prescribed shall NOT be considered for award and the proposal shall be returned to the Contractor.

Each proposal must be submitted in a sealed envelope, addressed to:

Village of Dering Harbor
23 Locust Point Road
P.O. Box 3010
Shelter Island Heights, New York 11965

Each sealed envelope containing a proposal must be plainly marked with the “CONTRACTOR’S NAME”, “RFP TITLE”, and the “RFP OPENING DATE & TIME”.

All proposals must be submitted on the required forms. All blank spaces for bid prices must be completed in ink or typewritten. Proposals must consist of one (1) original and one (1) copy. These proposals shall be marked as such – Original and Copy. Questions regarding this RFP must be submitted in writing directly to Patrick Parcels, Trustee at pparcels@deringharborvillage.org.

The successful Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions, which can affect the work or the cost thereof. Accuracy of the Contractors proposal should be based on information provided during site visitations and a careful review of the RFP specifications including any addenda. After proposals have been submitted, the Contractor shall not assert there was a misunderstanding concerning the quantity or nature of the work to be performed in an effort to alter their responsibility to successfully perform the work without additional expense to the Village of Dering Harbor.

The Contractor to whom this project is awarded shall execute a written contract with the Village of Dering Harbor Government to perform the work as outlined in these specifications and in accordance with all the conditions as described in this RFP.

Each Contractor and their employees are expected to be trained and experienced in HIGHWAY, LAWN AND LANDSCAPE MAINTENANCE SERVICES on a large scale.

The Village of Dering Harbor may make such investigations deemed necessary to determine the ability of the Contractor to perform the services outlined in these specifications. If requested, the Contractor shall provide the Village of Dering Harbor with all such information and data for this purpose. The Village of Dering Harbor reserves the right to reject any proposal if the evidence submitted by or derived from an investigation of such Contractor fails to satisfy the Village of Dering Harbor that the Contractor is properly qualified to carry out the obligations of the contract and to complete the work specified in this RFP.

SCOPE OF PROPOSAL

The bidder shall be held to have examined the premises and site and specifications and to have satisfied themselves as to the condition of the premises, obstructions, the actual levels and other factors necessary for carrying out the work before the delivery of their proposal. The bidders shall also acquaint themselves with the character and extent of the Village's operations in the area of the work, so that they may plan their services accordingly.

No allowances or extra payment will be made to a Contractor for or on account of costs or expenses occasioned by failure to comply with the provisions of this paragraph or by reason of error or oversight on the part of the bidder or on account of interference by the Village's or other Contractor's activities. It shall be expressly understood that the Village's operations will take precedence over any other activity.

Highway Maintenance Duties:

A. General – There are 3.1 miles of roads in the Village of Dering Harbor. The primary roads, Manhasset Road and Locust Point Road, comprise 1.1 miles. These are two lane roads approximately 40 feet in width and provide ingress and egress to the Village and serve as the primary access to Gardiners Bay Country Club and the surrounding neighborhood and to Hay Beach. There are approximately 2 miles of side roads, or lanes, most of which are approximately 12 feet wide and provide ingress and egress to Village properties. Some of these roads are one way.

B. Highway Maintenance – All of the highways and roads in the Village must be kept clean and clear of fallen branches, leaf accumulation, sand left from winter snow plowing operations, road kill or other obstructions. Potholes and minor defects to the roads shall be repaired. Contractor shall identify areas of roads that require repaving, or major repairs to the Board of Trustees, which work shall require separate authorization.

C. Snow Plowing – This task shall not be the responsibility of this Contractor. The task of plowing and sanding roads during the winter season requires specialized equipment and trained, and if necessary, licensed crews, which will be undertaken by a separate contractor and/or the Town of Shelter Island Highway Department. Coordination and cooperation communication with the Village's snow plowing contractor and/or Town of Shelter Island Highway Department is vital.

D. Speed Bumps – Speed bumps along Harbor Lane (formerly Shore Road) are to be installed and removed seasonally.

E. Fall cleanup of leaves and debris on Village roads should be completed by Thanksgiving. Spring cleanup should be completed by Easter. Debris from cleanup is to be removed from Village property and properly disposed.

F. Storm Preparation and Cleanup – Preparation for storms may require installation of barriers and posting of notices or signs for known flood areas and hazardous roads or conditions. It is necessary that cleanup following storms be carried out within one hour or as quickly as is safely possible. It is essential that the necessary tools, equipment and experienced crew be deployed in the cleanup effort. Coordination and cooperation communication with the Town of Shelter Island Highway Department, Town of Shelter Island Police, PSEG, SCWA or other emergency services is vital. Storm debris, downed trees, branches, etc., is to be removed from Village property and properly disposed of.

G. Road signs – The Village road signs must be washed of dust and stains annually during the month of April.

H. Street Lights – The streetlights within the Village require occasional bulb changes, and programming. Contractor shall identify electrical problems with street lights to the Board of Trustees, which work will be delegated to an electrician via separate authorization.

I. Hours – Except for emergencies, hours of highway maintenance shall **ONLY** be performed from 8:00 A.M. until 5:00 P.M. Monday through Friday. No work shall be performed on weekends and holidays.

Lawn and Landscape Maintenance Duties:

A. General – The Village owns and maintains several properties considered to be parks and or public access areas, including the Village Hall, Village Green and Highway Barn, as well as the shoulders and portions of the Village highways.

B. Lawn Care – Weekly lawn care from May 1st to September 30th or more often if necessary, and every other week in March, April, October and November or as necessary. Trimming as necessary on Village properties including Village Hall, Village Green, Highway Barn, and along Village highways and roads. Applications of fertilizer and/or other soil amendments will be applied as necessary to maintain the health, beauty and integrity of Village's lawns and plantings.

C. Hedge Trimming – The hedges at Village Hall and the Village Green are to be trimmed 4 times per season around Memorial Day, early/mid-July, early/mid-August and early/mid-September, but no trimming during the holiday weeks of Memorial Day, 4th of July, and Labor Day.

D. Fall cleanup of leaves and debris on Village properties should be completed by Thanksgiving. Spring cleanup should be completed by Easter. Debris from cleanup is to be removed from Village property and properly disposed.

E. Hours of lawn and landscape maintenance on Village properties shall **ONLY** be performed from 8:00 A.M. until 5:00 P.M. Monday through Thursday. No work shall be performed on weekends and holidays. Exceptions are permissible for emergency work, storm response or delays necessitated by weather or equipment failure.

WORKMANSHIP: Performance will be evaluated upon the exception of a neat, professional looking appearance of the Village highways and grounds. Where, not more specifically described in any of the various sections of these specifications, workmanship shall conform to all the methods and operations of best standards and accepted practices of the trade or trades involved and shall include all items required for completion of the services. Personnel skilled in their respective lines of work shall execute all work.

The Village may request a meeting with the Contractor at any time for the purpose of evaluating the Contractor's performance. Item not completed to the satisfaction of the Village will be corrected by the Contractor within a mutually agreed upon timeframe. Failure by the Contractor to remedy concerns of the Village may result in the termination of this contract.

COST PROPOSAL/EXECUTION OF PROPOSAL: By submitting this proposal, the potential Contractor shall submit herewith a written cost proposal set forth on the Contractor's letterhead that certifies the following:

This proposal is signed by an authorized representative of the firm and such signature is duly acknowledged by a Notary Public.

The Contractor can obtain insurance certificates as required within ten (10) calendar days after notice of award.

The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.

All labor costs, direct and indirect, have been determined and included in the proposed cost.

The Contractor is aware of prevailing conditions associated with performing these services.

The potential Contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions. If exceptions exist, they must be listed on a separate numbered sheet.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees to perform the services in accordance with the specifications and conditions in this RFP at the prices quoted, if this proposal is accepted within ten (10) days from the date of the opening.

Contractor: _____

Address: _____

City, State, Zip: _____

Telephone: Fax: _____

Email: _____

Signature - By: _____

Printed Name: _____

Title Date" _____

Disclosure Affidavit

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

_____, being duly sworn, deposes and says that:

1. (a) A Request For Proposal has been made by _____
to the of the Village of Dering Harbor with respect to proposal entitled: _____

I am the _____ and I reside at _____
Principal of Contractor or agent

(b) The shareholders, partners or members of the Contractor's corporation, partnership or limited liability company are (if applicable):

- (1) _____ (3) _____
- (2) _____ (4) _____

2. Does any officer or employee of the Village of Dering Harbor have an interest in the Contractor?

YES _____ NO _____

If yes, state the name and residence of such officer or employee and the nature and extent of such interest on a separate sheet and attach to this affidavit.

For the purpose of this disclosure, an officer or employee of the Village of Dering Harbor shall be deemed to have an interest in the Contractor when he/she, his/her spouse, or their brothers, sisters, parents, children, grandchildren, or the spouse of any of them:

- a. Is the Contractor; or
- b. Is an officer, director partner, member or employee of the Contractor; or
- c. Legally or beneficially owns or controls stock of a corporate Contractor, or is a partner or member of a partnership or limited liability company Contractor; or
- d. Is a party to an agreement with such Contractor, express or implied, whereby he may receive any payment or other benefit, whether or not for services rendered, dependent or contingent upon the favorable treatment or approval of the Village of Dering Harbor.

A person who knowingly and intentionally fails to make such disclosure shall be guilty of a misdemeanor.

Signature

Sworn to before me this _____ day of 20____

Notary Public

