



Town of Amherst
Contract Compliance & Administration Department

REQUEST FOR PROPOSAL # 202602

Café Operations at the Amherst Center for Senior Services

Vendor proposals will be accepted until:

Thursday, August 13, 2026 at 3:00 PM

- **Four (4) copies of the proposal are required and one (1) electronic copy on a flash drive. All four (4) copies may be placed in one sealed envelope with the electronic copy.**
- **In addition, please submit four (4) original sets of any documentation that requires your signature. EACH page requiring a signature, must be an original signature, and must be signed in BLUE INK.**

Please submit to:

By Mail:

Town of Amherst
Contract Compliance & Administration
5583 Main Street
Williamsville, New York 14221

In Person:

Amherst Town Hall
5583 Main Street
Williamsville, NY 14221
Place bids in bid box on 2nd floor near
Front entrance

Mark on lower left-hand corner of envelope:

RFP #202602 for Café Operations at the Amherst Center for Senior Services
Due Date: 08/13/2026 By 3:00 P.M.

Submitted by:

Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

<u>X</u>	EXHIBIT "A" - Assignment of Public Contracts
<u>N/A</u>	EXHIBIT "D" - Bid Bond (Formal Bid) 5%
<u>X</u>	EXHIBIT "F" - Agreement Addendum
<u>X</u>	EXHIBIT "G" - Non-Collusive Bidding Certification
<u>X</u>	EXHIBIT "I" - Certification of Compliance with the Iran Divestment Act
<u>N/A</u>	EXHIBIT "P" & EXHIBIT "PBI" – Performance Bond 100%

NOTICE TO BIDDERS

**Town of Amherst
Contract Compliance & Administration Department**

**RFP #202602
Café Operations at the Amherst Center for Senior Services**

Sealed proposals for the above mentioned project in the Town of Amherst, NY will be received by the Contract Compliance & Administration Office in the Municipal Building, Williamsville, NY 14221 on or before 3:00 PM local time on August 13, 2026.

Please be advised that a Pre-Proposal Conference is scheduled for Tuesday, July 28th, 2026 at 9:00AM at the offices of the Amherst Center for Senior Services, 370 John James Audubon Parkway, Amherst, NY 14228. This will be the only scheduled conference. Proposers interested in submitting proposals are **strongly encouraged** to attend.

Specifications may be obtained via e-mail to zkittleman@amherst.ny.us or examined at the Contract Compliance & Administration Office of the Town of Amherst between the hours of 8:00 AM and 4:00 PM through the bid opening date, excluding Saturdays, Sundays and Holidays.

By Order of the Town Board
Town of Amherst, New York

Lynda L. Juul
Director of Finance

SECTION 1: TOWN OVERVIEW

Located in Erie County in Western New York, the Town of Amherst is a first-ring suburb of the City of Buffalo. Having evolved from a “bedroom” suburb, Amherst is now a premier residential community and employment center in the region.

Strategically located at a crossroads of interstate highways and near the area’s air transportation hub, Amherst offers exceptional accessibility to Western New York, Canada, Upstate New York, and the Eastern and Southern U.S.

While the broader region has experienced population decline, Amherst has continued to grow. With a population of approximately 130,000 – about 14% of Erie County – projections estimate growth of 11,000 to 22,000 over the next 20 years. The Town’s population is diverse, well-educated, and has a median household income of \$92,545, well above the county average.

Amherst features a range of high-quality neighborhoods and over 49,000 housing units, primarily single-family homes, though multi-family developments, including senior and student housing, are increasing.

Residents benefit from high-quality municipal services. Amherst is consistently ranked among the safest U.S. communities with over 100,000 residents. Its top-ranked schools, library system, recreational amenities, and senior/youth programs make it a desirable place to live and work.

SECTION 2: PURPOSE OF THE RFP

The Town of Amherst (“TOA”) is seeking to retain the services of a Café Operator at the Amherst Center for Senior Services (the “Center”). The Center is owned and operated by the TOA.

SECTION 3: FACILITY DESCRIPTION

The Amherst Center for Senior Services was established in 1962 and has been at its current location at 370 John James Audubon Parkway since 2000. A 53,000 square foot facility, the Center is located in a municipal complex along with the Amherst Police Department, Amherst Courts and the Amherst main library at Audubon. Walton Woods Park, the residential Audubon New Community and two business parks surround the area, supplying a large customer base in addition to the Center’s membership. Senior, independent living and student apartments are located across the street from the Center as well as shortly down the road on North Forest.

The Center boasts a membership of over 14,000 people (ages 50 and up), establishing it as the largest senior center in Erie County. The building includes a fitness room, billiards room, exercise and activity rooms, classrooms, a commercial kitchen, and a wellness center, as well as office suites housing social work and program staff. It also houses the Amherst Meals on Wheels Program and the offices of Amherst Senior Transportation Services.

The Center provides over 120 classes, 50+ clubs and 40+ programs a month, as well as numerous public and holiday events, intergenerational programming and volunteer opportunities. Twice a year it hosts numerous University Express classes, bringing in hundreds of participants from throughout Erie County. It is open five days per week year-round, with both daytime and evening hours and selected Saturdays throughout the year for special events. Expansion of hours is planned for the future,

dependent on funding and staffing.

A new 880 sq. feet café has been constructed just off the main entrance to the building. A prior café at the back of the building sold Center-prepared soups, salads, sandwiches and desserts. Despite its poor location and limited hours, it maintained a steady clientele, prompting the relocation and expansion of the space to the front of the building. A former shop selling gift items and sundries also operated for many years in a separate location. The new Café has space available to sell small amounts of merchandise if so desired.

The newly constructed café is fully furnished, including counter space, a built-in grab-and-go cooler, retail shelving and tables (6-8 tables) and chairs. A separate space that is suitable for an office/storage space & prep area, which also comes with a 3-bay sink. It is roughly 12' x 30' in size. The 6th picture below is this area. Future plans include an outdoor patio and seating. Its location near the front of the building provides easy access to patrons from the other buildings on campus, residential neighborhoods, and the surrounding office parks, providing an opportunity to provide catering services.









Website: AmherstCenterforSeniorServices.com
Facebook: www.facebook.com/amherstnyseniorcenter

SECTION 4: SCOPE OF OPERATION

The successful bidder will operate the Café at the Amherst Center for Senior Services twelve months per year for a minimum of 30 hours per week, at times to be negotiated between the operator and the Town of Amherst. Additional hours are welcomed and encouraged. Current hours of operation of the Center are Mondays 9am-7pm, Wednesdays and Fridays from 9am-4pm and Tuesdays and Thursdays from 9am-7:30pm. Occasional weekend special events are scheduled throughout the year.

Operator will offer for sale to the patrons of the Center (and surrounding town facilities and businesses) at reasonable prices (not higher than charged by stores in the vicinity for similar items) items such as sandwiches/wraps, salads, soup/chili, coffee, tea, soda/bottled water, simple desserts, and grab-and-go items such as yogurt, juice, granola and snacks. All items shall be of good quality and prepared in accordance with Erie County Health Department guidelines and regulations. No alcohol, tobacco or vaping products may be sold.

Operator may also sell at reasonable prices gift shop items such as branded mugs, water bottles, clothing, candy and sundries.

SECTION 5: OPERATOR RESPONSIBILITIES

- Successful bidder must enter into an agreement giving the Operator the exclusive right and privilege to operate the Café at the Amherst Center for Senior Services.
- Operator will operate the Café with competent and courteous personnel. All personnel will be clean and neat in appearance. All personnel working in the Café shall treat the customers and patrons with courtesy and in a professional manner.
- A list of prices for all articles sold shall be prominently and legally displayed at the point of sale.
- All food and beverages will be handled in a manner consistent with the highest degree of sanitation and care. As per Erie County Health Department requirements, the Café must be cleaned and sanitized daily.
- Operator must secure and maintain at its own expense all necessary licenses for the possession, sale and service of food and beverages as herein specified, as well as all licenses and permits necessary to the conduct of business under the terms of this RFP. In the event that the Operator is unable to obtain any license or should the permit be revoked, the Operator's agreement with the Town shall terminate as if the term of the contract had expired. The Operator shall obtain all necessary licenses and permits required by law before beginning operation of the Café and provide evidence of same to the Town.
- Operator shall furnish at its own expense any and/or all appliances in addition to those already onsite, dishes, cutlery, napkins, cups and any other service and cleaning equipment necessary for the proper performance of the Operator's obligations, as well as all food and beverage products and any merchandise to be sold.
- Operator shall be responsible for all accounting, including sales tax reporting and payment, inventory control and bill payment.
- Operator assumes all risk in the operation of this agreement and shall be solely responsible and answerable in damages for all accidents or injuries to person or property and hereby covenants and agrees to indemnify and keep harmless the Town of Amherst from any and all claims, suits, losses, damage or injury to person or property of whatsoever kind and nature, whether direct or indirect arising out of the operation of this license, or the carelessness, negligence or improper conduct of any servant, agent or employee, which responsibility shall not be limited to the insurance coverage provided for.
- The Operator expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the electrical apparatus, water supply equipment, or wires furnished for the premises or by reason of any loss or impairment of light, current, or water supply which may occur from time to time for any cause, or for any loss or damage sustained by the Operator resulting from fire, water, tornado, civil commotion or riots, and the Operator expressly waives all rights, claims and demands and forever releases and discharges the Town of Amherst and its officers, employees and agents from any and all demands, set-offs, claims, actions and causes of action arising from any of the aforesaid.

SECTION 6: TOWN RESPONSIBILITIES

- The Town will pay for water, electricity and natural gas to be consumed in operating the Café.
- The Town will furnish all necessary and adequate rubbish and garbage receptacles for the use of the Operator, which will be removed by Town maintenance staff.

Interruption of such electrical, gas and water supply to the Café area shall not affect the Operator's obligation to pay license fee.

SECTION 7: PROPOSAL CONTENTS / QUALIFICATIONS

Each Proposal submitted in response to this RFP must include the following information, organized and clearly labeled in the order below. Incomplete proposals may be rejected or scored lower during evaluation.

7.1 Cover Letter

- A signed letter of transmittal on company letterhead identifying:
 - o The Proposer's name, address, and contact information.
 - o The individual authorized to bind the proposal contractually.
 - o A brief statement of interest and understanding of the project scope.

7.2 Company Profile & Qualifications

- Description of the company or individual's experience in food service operations, particularly in similar settings such as senior centers, community centers, or cafés.
- Include years in business, ownership structure, and key personnel.
- Resumes or bios of principal operators and/or café manager (if applicable).
- Copies of any current health permits, food service licenses, etc.

7.3 Sample Menu & Pricing

- A proposed sample menu including:
 - o Hot and cold food options.
 - o Beverages and snack items.
 - o Grab-and-go offerings.
 - o Optional gift/retail merchandise
- Pricing strategy that aligns with local market norms, quality expectations, and affordability for senior patrons.

7.4 Operational Plan

- Narrative explaining how the café will be operated including:
 - o Hours of operation.
 - o Inventory management.
 - o Food sourcing (with emphasis on local or sustainable products, if applicable).
 - o Cleaning/sanitation protocols and compliance with health regulations.
 - o POS/cash handling systems.
 - o Use of volunteers (if any).

7.5 Staffing Plan

- Number of staff and their roles.
- Hiring, training, and supervision policies.
- Description of customer service philosophy.
- Contingency plans for staffing shortages or absences.

7.6 Financial Offer

- Proposed annual license fee bid in U.S. dollars, payable as outlined in Section 8.
- A brief financial summary or proof of ability to support start-up and ongoing operations (e.g., bank letter of credit, financial statement, or investor support).

7.7 References

- At least **three (3)** professional references, including:
 - o Name and title
 - o Organization name
 - o Contact email and phone number
 - o Nature and duration of the relationship
 - o Specific services provided

7.8 Additional Supporting Documents (If Applicable)

- Sample marketing materials
- Letters of recommendation
- Photos of similar prior projects

SECTION 8: PROPOSED FEE STRUCTURE / AWARD DEPOSIT

The fee structure being proposed by the Town shall be a flat monthly payment. Please indicate your proposed fee in your proposal. Successful bidder will be required to present a certified check payable to the Town of Amherst for two months of the annual fee upon award of this RFP. Any successful bidder who refuses to execute a contract upon the terms set forth in these specifications shall forfeit their award. Regular monthly payments will be due on the first of the month upon opening of the café. Failure to make payments in a timely manner may result in the cancellation of the contract.

SECTION 9: INSURANCE

Operator shall defend, indemnify and hold the Town harmless from any and all demands, claims or expenses, awards or judgments for personal injury to third parties, whether users of the Center or employees of the Town, and damage to property of such other third parties resulting from the Operator's use of the described premises.

Operator shall at all times maintain general liability insurance, with indemnification coverage for the premises and the Town and shall cause the Town to be named as an additional named insured on a primary and noncontributory basis and certificate holder under each such policy, none of which shall be cancelled, reduced in amount of coverage, surrendered or allowed to expire. See the Addendum to Contract Major Exposure attached for further details.

SECTION 10: MAINTENANCE

All space and equipment covered by this agreement and used by the Operator in the conduct of this concession shall be maintained and kept in good repair by the Town and surrendered by the Operator to the Town at this expiration or other termination of this agreement in as good condition as when received, reasonable wear and tear expected. The Operator shall not make any alterations in the licensed premises without written approval of the Director of Senior Services. The Town may make structural repairs and improvements to the licensed premises at any time.

It is agreed that the licensed premises may be inspected at any time by authorized representatives of the Town and/or representatives of the Erie County Department of Health. The Operator must agree that if notified by the Town that any part of the licensed premises or the facilities thereof is unsatisfactory to remedy the same at once.

SECTION 11: ASSIGNMENT

Operator shall not transfer or assign this license. Unless personally operated by the Operator only, the Operator agrees to employ a manager who is satisfactory to the Town to operate this Café. If at any time the Town notifies the Operator that the manager is unsatisfactory, the Operator shall, within forty-eight hours replace him/her with a satisfactory one. The Operator further agrees to have at all times sufficient attendants on duty to render adequate service and assistance to the public, the Town being the judge of the adequacy of such services.

SECTION 12: INDEPENDENT CONTRACTOR

It is mutually understood and agreed, and it is the intent of all parties that an independent contractor relationship will be established under the terms and conditions of any contract resulting from this RFP and that the Operator and any employees of the Operator are not, nor shall they be deemed to be, employees of the Town.

SECTION 13: ADVERTISING

All advertising in and around the Center must be approved by the Town and shall conform to all Town codes and rules and regulations. The Operator may not carry on within or upon said licensed space any other operation than herein described or interfere with any other concessionaire of the Town or any employee of any other concessionaire.

SECTION 14: PROHIBITED ITEMS

There shall be no alcohol, tobacco or vaping-related items sold, distributed or consumed at any time on the premises.

SECTION 15: LEGAL COMPLIANCE

- Operator shall comply with all ordinances, statutes, rules and regulations of all governmental bodies, including the local police, the Town of Amherst, and the health and sanitary authorities. Structural alterations, additions or installations shall remain the responsibility of the Town. The Operator shall not use, nor suffer or permit any person to use in any manner whatsoever, the said premises or any part thereof for any illegal purpose, or for any purpose in violation of any Federal, State or municipal law, ordinance, rule order or regulation or of any ordinance, rule

order or regulation of the Town of Amherst now in effect or hereafter enacted or adopted, and will protect, indemnify and forever save and keep harmless the Town of Amherst and its agents, officers and employees from and against any damage, penalty of fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of the Operator, or any employee, person or occupant for the time being of said premises.

- Operator shall comply with all Federal and State Labor and Worker's Compensation Laws and must pay all employer's taxes for Social Security and Unemployment Insurance, and all other taxes which are measured by the wages, salaries or other remuneration paid to persons employed by the Operator and must comply with sales tax requirements and income tax or other withholding requirements; and must indemnify and save harmless the Town of Amherst from liability for the payment of such taxes or charges.
- The Concessionaire must agree to the provisions of SS 220 and 220-c of the Labor Law.

SECTION 16: EXECUTORY CLAUSE

As to the obligation of the Town of Amherst under the provisions of the license agreement, the same shall be deemed executory only to the extent of the moneys available thereof, and no liability shall be incurred by the Town of Amherst beyond the moneys available for the purpose.

SECTION 17: TERMINATION

If the Operator shall fail to make payments to the Town in accordance with the terms hereof or shall fail or refuse to carry out the terms hereof, then the Town may cancel this agreement upon ten (10) days' notice served, and upon such termination the Town shall have the right to enter the premises occupied by the Operator, by force or otherwise, and take full possession thereof, and close the premises for such time as it may deem proper, or at the option of the Town, may remove therefrom the property and effects of the Operator, and with or without legal process, expel, oust and remove all parties who may be present upon or occupy any part of the premises, and all personal property that may be thereon or therein contained, without being liable to prosecution damage or damages therefor, or for any damages to, or loss of any personal property belonging to any party upon or occupying said premises or any part thereof from any cause whatsoever by reason of such removal, and the Operator expressly waives any and all claims for damages and loss against the Town of Amherst, its officers and agents, for or on account of any act done or caused to be done in exercising this right; and the Town shall have the right to sell the said personal property so seized or removed and recover by such sale or legal process any and all sums due to the terms of this agreement plus the costs and expenses incurred under the terms of this agreement.

It is understood and agreed that upon failure or refusal of Operator to actively operate the Café in accordance with the conditions set forth herein, a failure of consideration will result and the license may be terminated by the Town. Under no circumstances shall the termination of this contract by the Town relieve the Operator of any liability for the payment of any license fee for the remainder of the term at the time of termination, or act to discharge him from the obligation of coverage for the balance of the term.

SECTION 18: PRE-PROPOSAL CONFERENCE

19.1 A PRE-PROPOSAL CONFERENCE WILL BE HELD on Tuesday, July 28, 2026 at 9:00 A.M., at the offices of the Amherst Center for Senior Services, 370 John James Audubon Parkway, Amherst, New York 14228. This will be the only scheduled conference. Proposers interested in submitting Proposals are **strongly urged** to attend. We will meet right inside the front door.

SECTION 19: RFP SUBMISSION REQUIREMENTS

Four (4) copies of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than August 13th 2026 at 3:00 PM.

SECTION 20: EVALUATION CRITERIA & SCORING

The Proposal submitted by the individual Proposer(s) is the document upon which the Town of Amherst will make its initial judgment regarding the Proposer's qualifications, understanding of the Town's scope and objectives, methodology, and ability to complete services under the contract.

Criteria	Points
Relevant Experience & Qualifications	35
Menu, Pricing & Business Plan	30
Customer Service & Staffing	20
Financial Offer	15
Total	100

- **Relevant Experience & Qualifications**

Includes demonstrated experience in food service, qualifications of key personnel, references, and history of operating similar café or concession services.

- **Menu, Pricing & Business Plan**

Evaluation of sample menu quality, pricing strategy, and overall business and operational plan, including hours of operation, product sourcing, and equipment use.

- **Customer Service & Staffing Plan**

Assessment of staffing approach, customer service standards, use of volunteers, and ability to maintain professional and courteous service aligned with the Center's values.

- **Financial Offer**

Proposed annual license fee and demonstration of financial capacity to operate the café consistently over the contract term.

CONTRACT TERM:

The contract period shall be for three (3) years commencing on or about October 1, 2026. The contract may be extended for two (2) additional terms of three (3) years each upon mutual agreement between the Town of Amherst and the Vendor.

SHORT TERM EXTENSION

In the event the replacement Contract has not been issued, this Contract may be extended unilaterally by the Town of Amherst for an additional period of up to one month upon notice to the Contractor with the same terms and conditions as the original Contract including, but not limited to, quantities (prorated for such one-month extension), prices and delivery requirements. With the concurrence of the Contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement Contract be issued in the interim.

RFP RESULTS

RFP results cannot be given over the phone. All requests for bid results should be submitted via e-mail to: Khalton@amherst.ny.us

INTERPRETATION OF DOCUMENTS

All questions about the meaning or intent of the specifications must be submitted via email to zkittleman@amherst.ny.us & khalton@amherst.ny.us. Please include RFP #202602 Café Operations at the Amherst Center for Senior Services in the e-mail subject line. Replies will be issued by Addenda and emailed to all parties recorded as having received the proposal documents. Questions received within 5 days of the bid opening will not be responded to.

VENDOR MUST COMPLETE THIS PAGE AND RETURN WITH BID

RFP #202602 – Café Operations at the Amherst Center for Senior Services

BID SUBMISSION FORM

ANNUAL LICENSE FEE FOR INITIAL THREE-YEAR TERM:

\$ _____ (U.S. Dollars)

This amount shall be the total annual license fee offered by the Proposer for the right to operate the Café. Two months' payment is due upon execution of the contract, with the balance payable monthly in equal installments. Failure to make payments on time may result in termination of contract as described in Section 18.

NAME OF COMPANY: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EMAIL: _____

NOTE: This completed Bid Submission Form must be returned along with four (4) complete copies of your full proposal in a sealed envelope labeled as specified in Section 20. Proposals must be received no later than **August 13, 2026, at 3:00 PM.**

Late or incomplete proposals may be rejected.

Town of Amherst
Contract Compliance & Administration Department
INSTRUCTIONS TO BIDDERS (FORMAL)

1. **Bid shall be submitted on these Town of Amherst bid forms** or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT
2. **Late Proposals.** Any responses received after the date and time prescribed will not be considered for contract award.
3. **Emergency Closings.** In the event the closing of certain Town facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Town's control, only bids received in the Contract Compliance & Administration Department prior to the date and time or postmarked as of the date prescribed will be considered for contract award.
4. **Any change in wording or interlineation by a bidder of the inquiry** as published by the Town of Amherst shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.
5. **The Town of Amherst reserves the right to reject any and all bids**, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. The Town does not obligate itself to accept the lowest or any other proposal.
6. **Award to the lowest responsible bidder.** For the purpose of determining which bidder is the lowest qualified responsible bidder, it shall be the lowest three bidders' responsibility, within FIVE DAYS of being so notified by the Contract Compliance & Administration Department, to present information and documentation to the Director of Contract Compliance & Administration, to satisfy the Town that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.
7. **Contract(s) or purchase order(s) will be awarded** after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.
8. **This EXECUTORY CLAUSE** shall be a part of any agreement entered into pursuant to this bid:

It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the Town of Amherst and appropriated therefore, and no liability on account thereof shall be incurred by the Town beyond the monies available and appropriated for the purpose thereof.

9. **Failure to meet delivery schedule** as per accepted bid may result in legal action by the Town of Amherst to recover damages.
10. **Prices shall be quoted F.O.B. Destination**, delivered inside (The dock or inside office). "Tailgate delivery" will not be accepted unless specified by the Town of Amherst.
11. **Collect transportation charges will not be paid by the Town of Amherst.** All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included. There will be no additional charges for delivery.
12. **No taxes are to be billed to the Town of Amherst.** Proposals shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The Town of Amherst Purchase Order is an exemption certificate. Any applicable taxes from which the Town of Amherst is not exempt shall be listed separately as cost elements, and added into the total net price.
13. **The successful respondent shall comply with all laws, rules, regulations and ordinances** of the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to its performance under this contract.
14. **Gratuities, Illegal or Improper Schemes.** The Town may terminate this agreement if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any Town official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of this agreement. The Town may also terminate this agreement if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of this agreement.

In the event that it is determined that said improper or illegal acts occurred, the Town shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.

15. **Insurance shall be procured by the Successful Bidder before commencing work**, no later than 14 days after notice of award and maintained without interruption for the duration of the Contract, in the kinds and amounts specified in the Agreement Addendum, unless otherwise stipulated in these Bid Specifications. If the insurance is not provided in acceptable form within this period of time, then the Director of Contract Compliance & Administration may declare the vendor non-responsive and award the contract to the next responsible vendor.
16. **Any cash discount** which is part of bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The Town of Amherst policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the Town will take the discount when payment is made. The Town will not pay any interest charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.
17. **Changes in work.** The Town may, as the need arises, through the Director of Contract Compliance & Administration, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the contractor and the Town through the Director of Contract Compliance & Administration.
18. **Bid offering material other than that of specified manufacturer or trade name** will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.
19. **If material or services other than those specified in this bid document are offered**, the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:
 - (a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Director of Contract Compliance & Administration Department, sufficient detail is not presented as a part of the sealed bid to permit definitive evaluation of any substitute item, the bid will not be considered.
 - (b) Descriptive literature of item offered, for evaluation.
 - (c) List of installations in the Town of Amherst of the item offered.
 - (d) List of other installations.
20. **Any additional information** for which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.
21. **Workmanship must meet with the approval of the department head(s) involved, and shall be first class** in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what stage of completion, may be rejected and shall be made good by the contractor at his own expense.
22. **Contractor shall Clean up and remove** all debris and rubbish resulting from the work and leave the premises broom clean to the approval of the department head.
23. **THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days** from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded, may withdraw his bid by serving written notice of his intention to do so upon the Contract Compliance & Administration Department. Upon withdrawal of the bid pursuant to this paragraph, the Contract Compliance & Administration Department will forthwith return the bidder's security deposit.
24. **Prices charged to the Town of Amherst** are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on

these bid papers and automatically supply a copy of this contract within five days after notification of award.

25. **Price is Firm.** The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.
26. **Extension of price protection.** Any contract entered into pursuant to this bid to supply the Town of Amherst requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful respondent and the Town of Amherst. All extensions shall be submitted in writing and shall have prior approval by the Town of Amherst, Director of Contract Compliance & Administration.
27. **In executing this bid, the bidder affirms** that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the Town will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.
28. **The undersigned shall be fully accountable** for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, Town, County or State officer or agency empowered to investigate the contract or his performance.
29. **Termination of contract:**
 - a. This agreement may be terminated by either party upon seven (7) days written notice, should the party fail substantially to perform in accordance with its terms, through no fault of the party initiating the termination.
 - b. At its option, the Town may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the Town.
 - c. In the event of termination for any reason other than the fault of the Contractor, or the nonavailability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.
30. **The successful bidder to whom the bid is awarded shall indemnify and hold harmless** the Town of Amherst and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.
31. **Status as an independent contractor:** The successful Bidder to whom the bid is awarded and the Town agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the Town or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither the Bidder nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the Town or any department, agency or unit thereof.
32. **Governed by New York law:** This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.
33. **A contract formed by the acceptance of this bid** shall be deemed to have been let in a manner that constitutes competitive bidding consistent with state law and made available for use by other governmental entities pursuant to General Municipal Law 103 (16).



Town of Amherst

Contract Compliance & Administration Department

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME _____

ADDRESS OF PRINCIPAL OFFICE:

STREET _____

CITY _____ STATE _____

ZIP _____ AREA CODE _____ PHONE _____

Check one: CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL _____

FEDERAL ID NUMBER: _____

E-MAIL ADDRESS: _____

INCORPORATED UNDER THE LAWS OF THE STATE OF _____

If foreign corporation, state if authorized to do business in the State of New York:

YES _____ NO _____

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE:

STREET _____

CITY _____ STATE _____

ZIP _____ AREA CODE _____ PHONE _____

NAMES AND ADDRESSES OF PARTNERS:

_____	_____
_____	_____
_____	_____
_____	_____



Town of Amherst

Contract Compliance & Administration Department

ASSIGNMENT OF PUBLIC CONTRACTS

GENERAL MUNICIPAL LAW - Section 109:

1. A clause shall be inserted in all specifications of contracts hereafter made or awarded by an officer, board or agency of a political subdivision, or any district therein, prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
2. If any contractor, to whom any contract is let, granted, or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, without the previous written consent specified in subdivision one (1) of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignee, transferee or sublessee shall forfeit and lose all monies, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent or affect any assignment by any such contractor for the benefit of his creditors made pursuant to the laws of the State.

NO ASSIGNMENT OF ANY AGREEMENT pursuant to this bid shall be made without specific prior approval, in writing, by the Town of Amherst Director of Contract Compliance & Administration.

EXHIBIT "F"

Addendum to Contract Award Major Exposure

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.
2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.
3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.
4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.
 - (a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.
 - (b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than \$1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and \$2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least \$5,000,000.00.
 - (c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.
 - (d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

- (a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
- (b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
- (c) Affirmative action as required by the Labor Law.
- (d) Prevention of dust hazard required by Labor Law Section 222-a.
- (e) Preference in employment of persons required by Labor Law Section 222.
- (f) Eight-hour workday as required by Labor Law Section 220(2).
- (g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
- (h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Shawn A. Lavin, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

Agreed to and Accepted by:

Town of Amherst

Print Name of Company

By: Shawn A. Lavin, Supervisor

By: _____
Signature

Date: _____

Printed name

Date: _____

EXHIBIT "G"



Town of Amherst

Contract Compliance & Administration Department

NON-COLLUSIVE BIDDING CERTIFICATION

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

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

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this _____ day of _____, 20 _____

TERMS _____ DELIVERY DATE AT DESTINATION _____

FIRM NAME _____

ADDRESS _____

ZIP _____

AUTHORIZED SIGNATURE _____

TYPED NAME OF AUTHORIZED SIGNATURE _____

TITLE _____ TELEPHONE NO. _____

EXHIBIT "I"

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____