



TOWN OF NORTH HEMPSTEAD COMMUNITY DEVELOPMENT AGENCY  
REQUEST FOR PROPOSALS

FOR

PROSPECT AVENUE  
BOULEVARD BANNERS AND BANNER  
POLES  
AGREEMENT 004

TOWN OF NORTH HEMPSTEAD  
COMMUNITY DEVELOPMENT AGENCY  
51 Orchard Street  
Roslyn Heights, NY 11577

Issued Date: May 7, 2021  
Proposal Due 2:00 PM, May 27, 2021,

## I. INTRODUCTION:

The Town of North Hempstead Community Development Agency (“Agency” or “CDA”) is requesting proposals from qualified Organizations (“Organization” or “Proposer”) who can provide Prospect Avenue Boulevard Banners, Banner Poles, and Banner Pole mounting hardware (the “Deliverables”). The Banner Poles and Banners will be placed on street lamps along Prospect Avenue in New Cassel, Westbury, New York for 8 to 12 months of the year. The banners will be weatherproof, sustainable, and of high quality. The Agency will provide the Organization with specifications and an artwork file for the Organization’s use for setting up templates to fabricate the Banners.

## II. CONDITIONS:

1. There is no express or implied obligation for the Agency to reimburse responding Organizations for any expenses incurred in preparing proposals in response to this request. The Agency will not reimburse such costs.
2. Proposers may submit inquiries concerning this RFP in writing or by email to [CDADepartment@northhempsteadny.gov](mailto:CDADepartment@northhempsteadny.gov). All inquiries must bear the RFP name assigned to this RFP.
3. During the evaluation process, the Agency reserves the right, where it may serve the Agency’s best interest, to request additional information or clarification from Organizations, allow corrections on non-material error or omissions, or waive non-material requirements. The Agency may ask Organizations submitting proposals to make oral presentations as part of the evaluation process. If conducted, the Agency will schedule oral presentations at its discretion.
4. CDA reserves the right to waive minor irregularities, reject all proposals, or issue an agreement for all work or part of the work or services to one or more than one proposer.
5. CDA will not award this agreement to “Broker-Type” organizations who do not directly own equipment for fabrication of work or employ workers who perform the work under the agreement but propose to have or secretly have the labor and equipment provided by and or performed by others or subcontractors.
6. The Agency reserves the right to retain all proposals submitted, use any ideas in a proposal, whether or not that proposal is selected.
7. Proposal submission by an Organization indicates acceptance of all conditions contained in this RFP, unless clearly and expressly noted in the proposal submitted and confirmed in the agreement between the Agency and the Organization selected.
8. The Agency reserves the right, as best serves its interest, to change any of the projected dates outlined in this RFP, including, but not limited, to the due date for receipt of proposals.
9. Woman-Owned, Section 3 Businesses, and New York State M/WBE certified contractors are encouraged to submit proposals.

**III. DELIVERABLES:**

An Organization awarded an agreement (the "Agreement") **Exhibit B** hereto-in connection with this RFP shall provide the following Deliverables to the Agency in accordance with the agreement documents (the "Agreement Documents") **Attachment A** of the Agreement:

1. Banner proofs, banner samp[les, and banner pole,
2. Prospect Avenue Boulevard Banners,
3. Banner Poles, poles bases and mounting hardware, and
4. Replacements; additional; banners, banner poles, and banner pole bases from time to time as determined by the Agency and or their representative when a banner and or its pole assembly and hardware becomes damaged by an unforeseeable event.

**IV. QUALIFICATIONS:**

1. Organizations must be authorized to do business in New York State but do not necessarily New York based.
2. Organizations with a proven successful record of similar accomplishments spanning over a period of not less than ten (10) years for similar work and services requested in this RFP.

**V. ADDITIONAL REQUIREMENTS:**

The following requirements will be made a part of any agreement entered into between the Agency and the selected Organization(s):

1. The Agency reserves the absolute right to terminate the services at any time.
2. All work completed related to this hire shall be deemed "work made for hire" and shall be the Agency's property and not the selected Organization.
3. The Organization shall maintain complete books and records of accounts following generally accepted accounting practices. The Organization shall retain other records as prescribed by the Agency, including a contemporaneous summary description of the work performed. The Organization shall retain these books and records for six (6) years. They shall be available, at all times, for audit and inspection by the Agency, the Agency's auditors, or a duly designated Agency representative.
4. The Organization will promptly respond to requests from the Agency, the Agency's auditors, or a duly designated Agency representative for the Agreement and work records.

5. The Organization shall hold harmless, defend and indemnify the Agency and its officers, employees, and agents (the "Indemnified Parties") from all claims, actions, suits, costs, charges, and judgments ("Losses") arising out of the Organization, Organization's Agent(s), or Organizations subcontractor's performance or nonperformance under this Agreement. These Losses include defending or prosecuting any investigation, litigation, or another proceeding, including reasonable attorney's fees and disbursements. The Organization shall require any Organization Agents or Subcontractors to cooperate with the Agency in connection with the investigation, defense, or prosecution of the action, suit, or proceeding. The Organization shall not settle such a claim or related action, which imposes any obligation on the Agency without the Agency's prior written consent, which will not be unreasonably withheld. The Parties shall cooperate, confer, and reach an agreement before either Party enters a claim settlement.
  
6. The Organization shall procure and maintain during the term of any agreement resulting from this RFP, with a carrier holding an "A" rating from AM Best Company, or its equivalent, and furnish certificates of insurance evidencing its procuring, the following insurance policies:
  - a. Commercial general liability insurance covering the liability of the Organization, and indemnifying and holding harmless the Agency, its agents, employees, and representatives from any and all loss and/or damage arising out of the performance of the services with a combined single limit (bodily injury/property damage) of One Million Dollars (\$1,000,000). The Agency and the Town of North Hempstead shall be named as additional insured on said policy;
  
  - b. Workers' compensation insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board under State Workers' Compensation Law § 57(2); and
  
  - c. Disability benefits insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board under State Workers' Compensation Law § 220(8).

**VI. SCHEDULE**

RFP Issued	May 7, 2021
<b>Proposal Due Date</b>	<b>May 27, 2021, 2:00 PM</b>
Selection Notification	Week of May 31, 2021
Agency Agreement Signing	Week of June 7, 2021

The Agency reserves the right, as best serves its interest, to change any of the projected dates outlined in this RFP, including, but not limited to, the due date for receipt of proposals.

## VII. FORM OF PROPOSAL

Organizations Proposals submitted to the Agency are required to be sealed and contain the following materials:

1. **Title Page** showing the RFP name, Organization's name, address, telephone number of the contact person, and the date of the proposal.
2. **Cover Letter** describing:
  - a. The Organization's understanding of the services to be performed.
  - b. Why your Organization believes it is the best qualified to perform these services.
  - c. The Organization's past history of the same services for other municipalities or organizations and how long they have provided the same services.
  - d. Please provide biographical information of key personnel who will be in charge of the agreement and Deliverables. The description should include personnel who would be working with the Agency directly under the agreement. and
  - e. Provide a statement that the Proposal is from the Organization and is an irrevocable offer.
3. **Organization's Qualification Statement Exhibit A hereto including:**
  - a. Statement of Understanding,
  - b. Disclosure Statement,
  - c. Non-Collusive Proposal Certification,
  - d. Insurance Certification, and
  - e. Acknowledgment of Receipt of Addenda
4. **Agreement Exhibit B hereto** completed and signed by Organization. The Agency will execute the Agreement after evaluation of each Proposal and a selection of an Organization. Include with Agreement the completed Agreement Documents:
  - a. Standard Terms and Conditions; initial each page,
  - b. Banner Specification; initial each page,
  - c. Banner Pole Specification; initial each page,
  - d. Price Proposal; complete all fields and amounts and sign before a notary, and
  - e. Schedule; provide schedule for deliverables
5. **Banner Sample**, full size on 13oz to 15oz Normandy or an Agency approved equal. If substituting Normandy for an equal product, provide manufacturers specifications and contact information. *Obtain Prospect Avenue Banner Art file by emailing [CDADepartment@northhempsteadny.gov](mailto:CDADepartment@northhempsteadny.gov) "Request for Prospect Banner Art File".*

## VIII. PROPOSAL SUBMISSION AND GUIDANCE

1. **On or before 2:00 PM, May 27, 2021 submit a completed proposal** package in a sealed package marked "Prospect Avenue Boulevard Banner Proposal" to:

Town of North Hempstead  
Community Development Agency  
Orchard Street  
Roslyn Heights, NY 11577

2. The purpose of this proposal submission is to demonstrate the qualifications, competence, and capacity of Organizations seeking to provide services to the Agency. As such, the substance of proposals will carry more weight than the form or manner of presentation. The Proposal should demonstrate the Organization's qualifications and the staff members assigned to the project.
3. The Proposal should address all points outlined in the RFP. The Proposal should be prepared simply and economically, providing a straightforward, concise description of the Organization's capabilities to satisfy the RFP requirements.

**IX. SELECTION OF ORGANIZATION**

1. Evaluation of Proposals

The Agency will approve an Organization based on an evaluation of the proposals. The Agency reserves the right to enter into negotiations with the Organization offering the next-best value if the Agency cannot negotiate and execute an agreement with the awardee . Proposals will be evaluated based on the following point system:

Compliance with RFP Requirements		24 Points
Organization's Experience		25 Points
Organization's Resources		25 Points
Fee Structure		26 Points

The Agency may also take into account any other factors it deems necessary in evaluating each Proposal.

2. Right to Reject Proposals

Submission of a proposal indicates acceptance by the Organization of the conditions contained in the RFP unless clearly and specifically noted in the Proposal submitted and counter organized in the agreement between the Agency and the Organization selected. The Agency reserves the right without prejudice to reject any or all proposals.

**X. QUESTIONS**

Questions concerning this RFP may be sent to [CDADepartment@northhempsteadny.gov](mailto:CDADepartment@northhempsteadny.gov). Question and responses to questions will be distributed to the Organization that asks the question and will be posted on the Agency's webpage for everyone's use.

**EXHIBIT A**  
**ORGANIZATION QUALIFICATION STATEMENT**

The Organization's Qualifications Statement consists of the following documents:

1. Statement of Understanding;
2. Disclosure Form;
3. Non-collusive Proposal Certification;
4. Certification of Insurance (to be completed by an authorized insurance agent); and
5. Addenda Acknowledgement.

Please complete ALL FIVE forms and submit them with the Proposal.

THE AGENCY RETAINS THE ABSOLUTE RIGHT TO REJECT ANY PROPOSAL THAT FAILS TO INCLUDE COMPLETE AND ACCURATE ORIGINALS OF ALL FOUR FORMS INCLUDING ALL APPROPRIATE ACKNOWLEDGMENT(S) AND BEARING THE SIGNATURE OF A NOTARY PUBLIC.

**STATEMENT OF UNDERSTANDING**

By signing in the space provided below, the undersigned certifies, under penalty of perjury, as follows:

1. I am duly authorized to submit this Proposal on behalf of the below-listed sole proprietorship/company/partnership /corporation.
2. That he/she has read and understands all terms and conditions under this RFP.
3. That he/she has the capacity to and will abide by all terms and conditions under this RFP.
4. That he/she agrees to accept payment per the requirements of the RFP; and
5. That he/she agrees that the Proposal submitted to the Agency shall be irrevocable and that he/she will, if his/her Proposal is accepted, enter into an agreement with the Agency under the terms and conditions set forth in the RFP.
6. That he/she certifies that his/her Organization will carry all types of insurance specified in the agreement.

The undersigned further stipulates that this Proposal's information is true and accurate to the best of his/her knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Organization

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

County of \_\_\_\_\_

State of \_\_\_\_\_

Subscribed and Sworn to before me on

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

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



## DISCLOSURE FORM

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

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

1. **Adverse Equal Opportunity Determinations:** Identify all adverse determinations against your Company/Corporation/Partnership, or its employees or persons acting on its behalf (hereinafter "Organization"), concerning actions, proceedings, claims, or complaints concerning violations of state, federal, or municipal equal opportunity laws or regulations.
  
2. **Convictions and Unscrupulous Practice:** Has your Organization, or any of its employees present or past, or anyone acting on its behalf, ever been cited for unscrupulous practice, or been convicted of any crime or offense arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business, or has any of your Organization's officers, director or persons exercising substantial policy discretion ever been convicted of any crime or offense involving business/financial misconduct or fraud? If so, describe the convictions and surrounding circumstances in detail.
  
3. **Pending or Threatened Actions/Suits:** Describe any past or present action, suit, proceeding, or investigation pending or threatened against your Organization, including, without limitation, any proceeding known to be contemplated by government authorities, private parties, or current or former clients.
  
4. **Criminal Misconduct:** Has your Organization, or any of its employees, or anyone acting on its behalf, been indicted or otherwise charged in connection with any criminal matter arising directly or indirectly from the conduct of your Organization's business which is still pending, or has any of the Organization's officers, directors or persons exercising substantial policy discretion been indicted or otherwise charged in connection with any criminal matter involving business or financial misconduct or fraud which is still pending? If so, describe the indictments or charges and surrounding circumstances in detail.

5. **Conflicts of Interest:** Disclose any of the following, and describe any procedures your Organization has or would adopt to assure the Agency that a conflict of interest would not exist in the future.

- a. Any material financial relationships that your Organization or any Organization employee has that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Agency.
- b. Any family relationship that any employee of your Organization has with a member, employee, or official of the Agency that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Agency.
- c. Any other matter that your Organization believes may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Agency.

6. **Financial Disclosure:** Submit with this Disclosure Statement Form any one of the following three items:

- a. Financial Statement, prepared on an accrual basis, in a form which clearly indicates: Organization's (1) assets, liabilities, and net worth; (2) date of financial Statement; and (3) name of Organization that prepared the statement.
- b. A letter of credit reference from a recognized bank or financial institution; or
- c. A certified copy of a credit report from a recognized credit bureau, such as Dun and Bradstreet or TRW.

THE AGENCY RETAINS THE ABSOLUTE RIGHT TO REJECT ANY PROPOSAL THAT FAILS TO INCLUDE A COMPLETE DISCLOSURE STATEMENT FORM.

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

\_\_\_\_\_  
(Signature of Individual)

\_\_\_\_\_  
(Print First and Last Name)

\_\_\_\_\_  
(Print Title)

By: \_\_\_\_\_ (Seal, if corporation) (Signature)  
(Legal Business Name of Company/Partnership/Corporation)

**[MANDATORY AFFIDAVIT(S) AND ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]**

-----**(Affidavit for Individual)**-----

\_\_\_\_\_ being duly sworn deposes and says, under penalty of perjury, that: a) he/she is an authorized representative of the Organization; b) he/she has read all Statements and answers to this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory the Financial Disclosure; c) the attached letter of credit/certified copy of credit report or financial statement, taken from his/her books, is a true and accurate statement of his/her financial condition as of the date thereof; and d) all of the foregoing qualification information is true, complete, and accurate.

-----**(Affidavit for Partnership)**-----

\_\_\_\_\_ being duly sworn deposes and says, under penalty of perjury, that: a) he/she is a member of the partnership of, b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory Financial Disclosure; c) he/she is familiar with the books of said partnership showing its financial condition; d) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said partnership, is a true and accurate statement of the financial condition of the partnership as of the date thereof; and e) all of the foregoing qualification information is true, complete and accurate.

-----**(Affidavit for Corporation)**-----

\_\_\_\_\_ being duly sworn deposes and says, under penalty of perjury, that: a) he/she is \_\_\_\_\_ of \_\_\_\_\_ (Full Legal Name of Corporatism); b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory Financial Disclosure; c) he/she is familiar with the books of said corporation showing its financial condition; d) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof; and d) that all of the foregoing qualification information is true, complete and accurate.

-----**(Acknowledgement)**-----

\_\_\_\_\_ being duly sworn, deposes and says, under penalty of perjury, that he/she is \_\_\_\_\_ of \_\_\_\_\_ (Full Legal name of Origination) that he/she is duly authorized to make the foregoing affidavit and that he/she makes it on behalf of ( \_ ) himself/herself, ( \_ ) said partnership, ( \_ ) said corporation.

COUNTY OF \_\_\_\_\_

STATE OF \_\_\_\_\_

Subscribed and sworn to before me on

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

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

**NONCOLLUSIVE PROPOSAL CERTIFICATION**

By submission of this Proposal, each Organization and each Person signing on behalf of any Organization certifies, and in the case of a joint proposal, each Party certifies as to its own Organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this Proposal were arrived at independently without collusion, consultation, communication, or agreement to restrict competition, as to any matter relating to prices with any other Organization or competitor;
- (2) Unless otherwise required by law, the prices quoted in this proposal have not been knowingly disclosed by the Organization and will not knowingly be disclosed by the Organization before opening, directly or indirectly, to any other Organization or competitor; and
- (3) No attempt has or will be made by the Organization to induce any other person, partnership, or corporation to submit or not to submit a proposal to restrict competition.

I hereby certify under the penalties of perjury that the foregoing Statement is true.

By: \_\_\_\_\_

Signature	Date
_____	_____
Print Name	Title
_____	_____
Legal Name of Individual or Business Name of Company/Partnership/Corporation	Organization's State Tax Identification #
_____	_____
Address	Email Address
_____	_____

**[MANDATORY ACKNOWLEDGMENT APPEAR ON FOLLOWING PAGE]**

-----( **Acknowledgment for Individual** )-----

STATE OF )

ss.:

COUNTY OF )

On \_\_\_\_\_, 20\_\_\_\_ before me personally came \_\_\_\_\_ to me known, and known to me to be the individual(s) described in, and who executed the foregoing NONCOLLUSIVE PROPOSAL CERTIFICATION, and duly acknowledged to me that s/he executed the same.

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

\_\_\_\_\_  
My commission expires

-----( **Acknowledgment for Partnership** )-----

STATE OF )

ss.:

COUNTY OF )

On \_\_\_\_\_, 20\_\_\_\_ before me personally came \_\_\_\_\_ to me known, who, by me duly sworn, did depose and say that deponent resides at \_\_\_\_\_; that deponent is a member of the partnership described in and which executed the foregoing NONCOLLUSIVE PROPOSAL CERTIFICATION; deponent is authorized to sign the foregoing NONCOLLUSIVE PROPOSAL CERTIFICATION.

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

\_\_\_\_\_  
My commission expires

-----( **Acknowledgement for Corporation** )-----

STATE OF )

ss.:

COUNTY OF )

On \_\_\_\_\_, 20\_\_\_\_ before me personally came \_\_\_\_\_ to me known, who, by me duly sworn, did depose and say that deponent resides at \_\_\_\_\_ that deponent is the \_\_\_\_\_ of the corporation described in, and which executed the foregoing NONCOLLUSIVE PROPOSAL CERTIFICATION, that deponent knows the seal of the corporation, that the seal affixed to the NONCOLLUSIVE PROPOSAL CERTIFICATION, is the corporate seal, that it was affixed by order of the board of the corporation; and that deponent signed deponent's name by like order.

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

\_\_\_\_\_  
My commission expires

**INSURANCE CERTIFICATION**

TO BE COMPLETED BY AN AUTHORIZED INSURANCE AGENT

*Authorized Insurance Agent, please complete this Insurance Certification and attach copies of proof of insurance as follows:*

1. Commercial General Liability/Automobile Liability: ACCORD-25 FORM.
2. Worker's Compensation: Certificates or affidavits approved by the State Workers' Compensation Board under State Workers' Compensation Law § 57 (2) evidencing proof of workers' compensation insurance or proof of Proposer not being required to secure same.
3. Disability Benefits Insurance: Certificates or affidavits approved by the State Workers' Compensation Board under State Workers' Compensation Law § 220 evidencing proof of disability benefits insurance or proof of Proposer not being required to secure same.

This form and all supporting documentation must be submitted with this Bid/Proposal even if said information is on file with the Agency in connection with another bid, project, or contract.

Name and Address of Proposer

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Name of Bid

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(1) Commercial General Liability with completed operations (plus XCU when applicable), to which the Town of North Hempstead Community Development Agency has been added as additional insured, and Automobile Liability: \$ 2,000,000.00 Combined single limit (bodily and personal injury/property damage).

Insurance Carrier (Commercial General Liability): \_\_\_\_\_

Policy Number(s): \_\_\_\_\_

(2) Worker's Compensation:

Insurance Tear: \_\_\_\_\_ Policy Number(s): \_\_\_\_\_

(3) The above insurance is effective with New York State admitted insurance companies and is A-rated or equivalent to A-rated.

(4) Policy cancellation or non-renewal shall be effective only upon thirty (30) days prior notice by certified mail to the Agency; Town of North Hempstead Community Development Agency, 51 Orchard Street, Roslyn Heights NY 11577 from Authorized Insurance Agent's Signature and Title:

Name, Insurance Affiliation and Address:

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Date \_\_\_\_\_

**PROSPECT AVENUE BOULEVARD BANNERS AND BANNER POLES**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The Proposer acknowledges he/she received and considered in the preparation of his/her Proposal, all requirements in the following Addenda to this RFP:

Note: This acknowledgment should be signed by the Person executing the Statement of Understanding. Insert additional pages, as necessary.

Addenda Date		Acknowledgment Signature
No Addenda received for this RFP		

**IMPORTANT NOTICE**

**THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL ORGANIZATIONS.**

**IF NO ADDENDA WAS ISSUED ACKNOWLEDGE THAT BY SIGNING NEXT TO THE “No Addenda received for this RFP” IN THE ACKNOWLEDGMENT BOX.**

**THE AGENCY RETAINS THE ABSOLUTE RIGHT TO REJECT A PROPOSAL THAT FAILS TO INCLUDE THIS ACKNOWLEDGMENT OF RECEIPT OF ADDENDA FORM**

**EXHIBIT B**

**AGREEMENT 004**

**PROSPECT AVENUE BOULEVARD BANNERS AND BANNER POLES**



**AGREEMENT 004**

**PROSPECT AVENUE BOULEVARD BANNERS AND BANNER POLES**

THIS AGREEMENT, dated as of \_\_\_\_\_, between the Town of North Hempstead Community Development Agency, a public benefit corporation (herein called the “Agency” or “CDA”) having an office at 51 Orchard Street, Roslyn Heights, NY 11577 and \_\_\_\_\_ (herein called the “Organization”) having an address at \_\_\_\_\_ together (the “Parties”).

**RECITALS**

WHEREAS, Agency desires to purchase New Cassel Boulevard Banners and Banner Poles (the “Deliverables”) consistent with artwork and specifications provided by the Agency; and

WHEREAS consistent with this Agreement, the Organization desires to provide the Deliverables to the Agency.

In consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

**1) Engagement of Organization:**

The Agency engages the Organization to provide all services, supply all materials and equipment, and perform the work described in the Agreement Documents.

**2) Agreement Documents:**

This Agreement includes multiple exhibits and documents, each identified in **Attachment A**, “Agreement Documents”. Each exhibit and document identified in Attachment A is incorporated fully by reference into this Agreement (collectively be referred to as the “Agreement Documents”).

**3) Deliverables**

Following the Agreement Documents, the Organization shall provide the following Deliverables to the Agency:

- a) Prospect Avenue Boulevard Banner proof and samples for Agency approval before production of the banners.
- b) Prospect Avenue Boulevard Banners.
- c) Banner Poles with pole bases.
- d) Banner Pole Base Mounting Strap and related hardware.
- e) Replacements; additional; banners, banner poles, and banner pole bases from time to time as determined by the Agency for when a banner and or its pole assembly and hardware becomes damaged by an unforeseeable event.

#### **4) Payment**

The Agency shall pay the Organization for the Deliverables as specified in the Agreement Documents.

#### **5) Acceptance**

The Agency reserves the right to review and approve the suitability of the Deliverables in connection with the specifications. The Agency may reject or cancel any Deliverable because it believes in good faith the Deliverable does not comply with the specifications or approval. If the Agency so rejects a Deliverable, the Agency shall have no liability to the Organization except for those Deliverables that are not rejected.

#### **6) Suspension or Termination**

Either Party may terminate this Agreement for convenience by providing fifteen (15) days written notice ("Termination Notice") to the other Party. If a party violates its obligations to be performed under this Agreement, the other Party may terminate the Agreement by sending a fifteen (15) days' notice in writing. Upon receiving such notice, the defaulting Party shall have fifteen (15) days from the date of such notice to cure any such default. If the default is not cured within the required fifteen (15) day period, the party providing notice shall have the right to terminate this Agreement.

#### **7) Assignment**

The Organization shall not assign any of their rights under this Agreement, or delegate the performance of any of the obligations or duties hereunder, without the prior written consent of the Agency and any attempt by Organization to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect. Notwithstanding the foregoing, the Organization may utilize the Agency for assistance.

#### **8) Notices**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving Party's regular business hours or by facsimile before or during receiving Party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth at the top of this Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this Section.

#### **9) Governing Law**

This Agreement is to be construed under and governed by New York State Law.

#### **10) Claims and Actions**

Unless otherwise specified in this Agreement or required by law, all claims or actions with respect to this Agreement shall be resolved exclusively by a court of competent jurisdiction located in Nassau County, New York, and the parties expressly waive any objections to the same on any grounds, including venue and forum non-convenience.

## **11) Severability**

If any provision of this Agreement shall be held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

## **12) Limitation of Liability**

In no event shall either Party be liable to the other Party for any indirect, incidental, consequential, special, or exemplary damages, including without limitation, business interruption, loss of or unauthorized access to information, damages for loss of profits, incurred by the other Party arising out of the services provided under this Agreement, even if such Party has been advised of the possibility of such damages. In no event will neither Party's liability on any claim, loss, or liability arising out of or connected with this Agreement shall exceed the amounts paid to Agency by the Organization.

## **13) Indemnification:**

The Organization shall at its own expense indemnify and hold harmless and at the Agency's request defend the Agency its affiliates, subsidiaries, successors and assigns officers, directors, employees, and agents from and against any and all claims, losses, liabilities, damages, demand, settlements, loss, expenses and costs (including attorneys' fees and court costs) which arise directly or indirectly out of or relate to (a) any breach of this Agreement, or (b) the gross negligence or willful misconduct of a party's employees or agents;

## **14) Entire Agreement; Amendment:**

This Agreement is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications, and agreements, whether written or oral, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the parties.

## **15) Waiver**

The waiver by either Party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the Party of either Party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

## **16) Captions**

The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of any of the sections of this Agreement.

**17) Approval of Agreement and Counterparts:**

This Agreement must be accepted in writing by the Agency before it is deemed effective. All signatories to this Agreement agree that facsimile and or digitally transmitted signatures on this Agreement and on documents related to this Agreement are acceptable and shall effectuate this Agreement and the related documents, and this agreement may be signed in counterparts. This Agreement may be signed in one or more counterparts, and each counterpart will be considered an original Agreement. All of the counterparts will be considered one document and become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

(ORGANIZATION)      NORTH HEMPSTEAD COMMUNITY DEVELOPMENT AGENCY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**AGREEMENT 004**

**PROSPECT AVENUE BOULEVARD BANNERS AND BANNER POLES**

**ATTACHMENT A**

**AGREEMENT DOCUMENTS**

This Agreement Attachment A is comprised of multiple exhibits and documents, each identified in Attachment A as follows, and attached hereto:

1. Standard Terms and Conditions
  2. Banner Specification
  3. Banner Pole Specification
  4. Price Proposal
  5. Schedule
-

## STANDARD TERMS AND CONDITIONS

### 1) Compensation

- a) **Claim Form Review and Approval:** Payments shall be made to the Organization in arrears and shall be expressly contingent upon (i) the Organization submitting a claim form (the "Claim Form") in a form satisfactory to the Agency, that (a) states with reasonable specificity the Deliverables provided and the payment requested as consideration for such Deliverables, (b) certify that the services rendered and the payment request is in accordance with the terms of this Agreement, and (c) is accompanied by documentation satisfactory to the Agency supporting the amount claimed, and (ii) review, approval, and audit of the Claim Form by the Agency and/or the Comptroller.
- b) **Timing of Payment Claims:** The Organization shall submit claims no more frequently than once every two weeks and no later than once a month following the Agency's receipt of the services that are the subject of the claim. Any claims submitted in violation of this clause shall not be due and payable by the Agency and the Organization hereby expressly waives any and all rights thereto.
- c) **No Duplication of Payments:** Payments for the Services shall not duplicate payments for any work performed or to be performed under any other agreements made between the Organization and any funding source, including the Agency.

### 2) Termination

- a) **Termination:** The Agency reserves the absolute right to terminate the Agreement at any time by service of a written notice sent by certified mail to the address set forth above. The Agency will be responsible for payment of any portion of the Deliverables completed prior to termination and satisfactory to the Agency
- b) **Organization Assistance Upon Termination:** In connection with the termination or impending termination of this Agreement, the Organization shall, regardless of the reason for termination, take all actions reasonably requested by the Agency (including those set forth in other provisions of this Agreement to assist the Agency in transitioning the Organization's responsibilities under this Agreement. The provisions of this Section shall survive the termination of this Agreement.
- c) **Accounting Upon Termination:** Within thirty (30) days of the termination of this Agreement, the Organization shall provide the Agency with a complete accounting up to the date of termination of all monies received from the Agency and shall immediately refund to the Agency any unexpended balance remaining as of the time of termination.
- d) **Reimbursement Upon Termination:** Payment to the Organization following termination shall not exceed authorized expenditures made prior to termination and may be suspended by the Agency pending the Organization's reasonable compliance with the terms and provisions of (b) and (d) above.

### 3) Representations

The Organization warrants and represents as of the effective date of this Agreement:

- a) It has full corporate right, power, and authority to enter into this Agreement, and to perform the acts required

of it hereunder; and

- b) When executed and delivered by Organization, this Agreement will constitute the legal, valid, and binding obligation of the Organization, enforceable against such Party in accordance with its terms.

#### **4) Refusal to Testify**

If any person when called to testify before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a municipal department, or other municipal Agency which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the State of New York, or any political subdivision thereof, a public authority, or with any public department, Agency or office of the state, or of any political subdivision thereof, or of a public authority, refuses to answer any relevant question concerning such transaction or contract even though offered immunity against the use of his (its) answer and evidence derived therefrom in any subsequent criminal case in which he (it) is a defendant, then any such person or any Organization, partnership, or corporation of which he (it) is a member, partner, director, or official shall be disqualified for a period of five years after such refusal from submitting bids to, receiving awards from, or entering into any contracts with the North Hempstead Community Development Agency or any department or Agency or official thereof. If such a person refuses to answer any relevant question as aforesaid, then this Agreement may be canceled and terminated by the Agency without the Agency incurring any penalty or damages by virtue of such cancellation or termination. Any monies owed for goods delivered or work done prior to cancellation shall be paid.

#### **5) Amendments:**

This Agreement may only be amended or modified by a written agreement duly executed by the Parties.

#### **6) Independent Contractor**

The Organization is an independent contractor of the Agency. The Organization shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Organization (an "Organization Agent"), be (a) deemed an Agency employee, (b) commits the Agency to any obligation, or (c) hold itself, himself, or herself out as an Agency employee or Person with authority to commit the Agency to any obligation. As used in this Agreement, the word "Person" means any individual person, entity (including partnerships, corporations, and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices, and departments thereof).

#### **7) Indemnification:**

- a) To the fullest extent permitted by law, the Organization:
  - i. shall indemnify and hold harmless the Agency, and its officers, employees, agents, and servants (collectively, the "Indemnified Parties"), from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements), and damages (collectively, "Losses"), including Losses attributable to acts or omissions of the Organization or Organization's Agents, if any, arising out of or in connection with this Agreement, except, however, that the Organization shall not be held liable for occurrences resulting from the negligence of the Agency,
  - ii. shall, upon the Agency's demand and at the Agency's direction, promptly and diligently defend, at the Organization's sole risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more of the Indemnified Parties and which arise out of the negligent

performance of the Organization, or its independent contractors, if any, in connection with this Agreement, and the Organization shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith.

- iii. Shall, and shall cause the Organization's Agents to, cooperate with the Agency in connection with the investigation, defense, or prosecution of any action, suit, or proceeding arising out of or in connection with this Agreement.
- b) The obligations of the Organization pursuant to Section 7(a) hereof shall not be limited by reason of enumeration of any insurance coverage provided under this Agreement.
- c) Nothing in this Section 7 or elsewhere in this Agreement shall create or give third parties any claim or right of action against the Agency beyond that which legally exists regardless of the provisions of this Agreement.
- d) The Organization's indemnification obligation hereunder shall survive the expiration or termination of this Agreement.

## **8) Insurance**

During the term of the Agreement, Organization shall obtain the following insurance coverage for the underlying Services, with a carrier holding an "A" rating from AM Best Company, or its equivalent, and shall furnish proof of its procuring of the following insurance policies, or such other documents as are set forth hereunder:

- a) Commercial general liability insurance covering the liability of the Organization, and indemnifying and holding harmless the Agency, its agents, employees, and representatives from any and all loss and/or damage arising out of the performance of this Agreement with a combined single limit (bodily injury/property damage) of One Million Dollars (\$1,000,000). The Agency shall be named as additional insured on said policy;
- b) Workers' compensation insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57(2); and
- c) Disability benefits insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 220(8).

The Agency shall be entitled to thirty (30) days advance written notice of the cancellation or termination of any and all policies listed above at (a) through (c).

## **9) Compliance with Laws**

The Organization shall comply with any and all applicable and relevant federal, state, and local laws, including those relating to conflicts of interest, discrimination, and confidentiality in connection with its performance under this Agreement. As used in this Agreement, the word "Law" means any and all statutes, rules, regulations, orders, ordinances, writs, injunctions, official resolutions, official interpretations, or decrees, as the same may be amended from time to time, enacted, adopted, promulgated, released, or issued, by or on behalf of any government or political subdivision thereof, quasi-governmental authority, court, or official investigative body.



## **10) Inspection of Organization's Work and Records**

The Organization shall retain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred for a minimum period of six (6) years after final settlement and shall make them available for inspection and audit by the Agency.

## **11) Entire Agreement**

This Agreement represents the full and entire understanding and agreement between the parties hereto with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

## **12) No Assignment or Transfer**

Organization's rights under this Agreement shall not be subcontracted or assigned nor its obligations assumed or transferred, except Organization shall be permitted to assign and transfer all rights and obligations of this Agreement to a newly formed New York corporate entity provided the Organization is a principal and majority shareholder of such corporate entity.

## **13) Waiver**

Failure by any party to enforce at any time, for any reason, or for any period of time, any of the provisions of this Agreement shall not be or constitute a waiver of any such provision or provisions and shall in no way affect such Party's rights to enforce such a provision or provisions later.

## **14) Headings**

The headings of the Sections of this Agreement are for purposes of identification only and are not intended to limit the terms hereof or proscribe the rights and responsibilities of the Agency or the Organization provided for herein.

## **15) Legal Provisions Deemed Included; Severability; Construction**

- a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not implied or referenced or is not inserted or referenced in the correct form, then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either Party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either Party.
- b) In the event that any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- c) Each Party has cooperated in the negotiation and preparation of this Agreement, so if any construing is made of the Agree

## **16) Consent to Jurisdiction and Venue; Governing Law**

- a) Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by a court of competent jurisdiction located in Nassau County, New York, and the parties expressly waive any objections to the same on any grounds, including venue and forum none convenes.
- b) This Agreement shall be construed and interpreted in accordance with the laws of the State of New York.

## **17) Limitations on Actions and Special Proceedings against the Agency**

No action or special proceeding shall lie or be prosecuted or maintained against the Agency upon any claims arising out of or in connection with this Agreement unless:

- a) Notice. At least thirty (30) days prior to seeking relief, the Organization shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Organization for adjustment, and the Agency shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Organization shall send or deliver copies of the documents presented to the Organization under this Section to the Agency Attorney (at the address specified above for the Agency) on the same day that documents are sent or delivered to the Organization. The complaint or necessary moving papers of the Organization shall allege that the above-described actions and inactions preceded the Organization's action or special proceeding against the Agency.
- b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, or (ii) the time specified in any other provision of this Agreement.

## **18) Executory Clause**

Notwithstanding any other provision of this Agreement:

- a) Approval and Execution: The Agency shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all relevant and required Agency approvals have been obtained, including, if required, approval by the Agency, and (ii) this Agreement has been executed by the Organization (as defined in this Agreement).
- b) Availability of Funds: The Agency shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement.

## **19) Merger**

This Agreement represents the entire Agreement of the parties hereto, and all previous understandings are merged herein, and no modifications thereof shall be valid unless it meets the requirements of this Agreement.

# Prospect Avenue Boulevard Banner Specification

Town of North Hempstead  
Community Development Agency

# Banner Location and Orientation Plan

All final artwork to be provided by  
Piscatello Design Centre

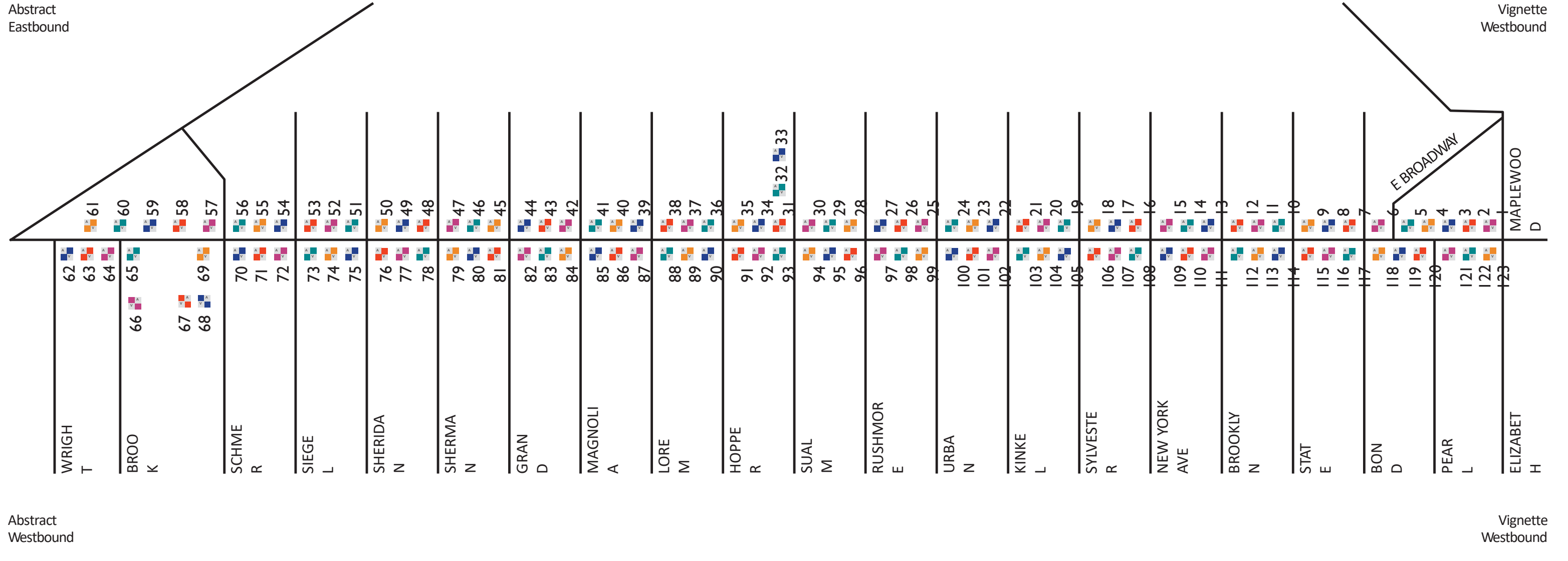
Total Light Poles 123		
Banner Quantity 246		
Quantity by Color & Type		
Color	Abstract	Vignette
Blue	26	26
Red	25	25
Yellow	22	22
Purple	25	25
Green	25	25

North

North

Abstract  
Eastbound

Vignette  
Westbound



South

South

# Banner Specifications

All final artwork to be provided by Piscatello Design Centre

Size: 17.5" x 35"  
 Printing: Double Sided UV Printing  
 Material: UV on 13oz or 15oz Normandy or Agency Approved Equal.  
 Equipment: UV Printer Required  
 Location and Orientation: See Diagram on Page 2

Note: Provide Samples for Agency Approval Prior to Full Production Sample Request:

- a. Provide Full Size Test Print
- b. Provide Test Print for all Colors on 6 x 6" Sample
- c. Provide Test Print for all Art at Actual Size on 6 x 6" Sample



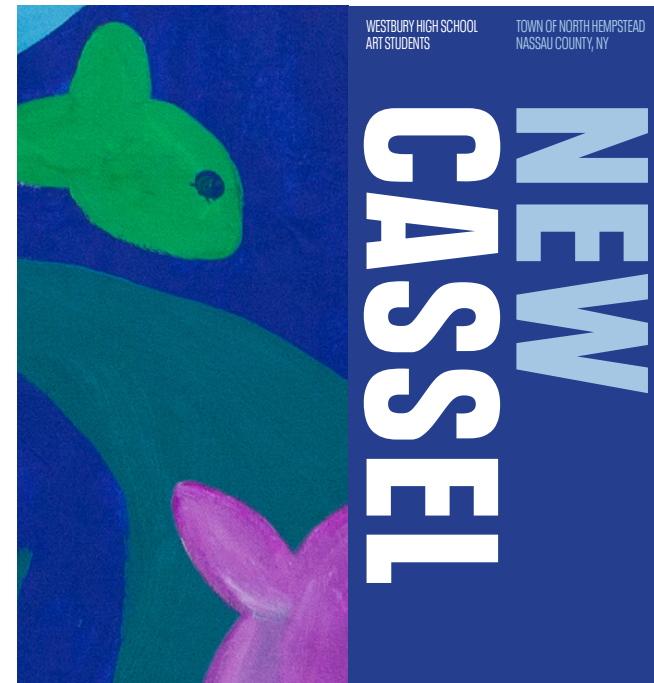
17.5" Width

3" Sewn Top Pole Pockets  
 Final Size to be Verified in Field to Match Banner Pole Specification

35" Height

Provide banner tie grommet on light pole side

3" Sewn Top Pole Pockets  
 Final Size to be Verified in Field to Match Banner Pole Specification



Abstract Side Blue Banners



Vignette Blue Banners



Double Pole

Double Sided Banner

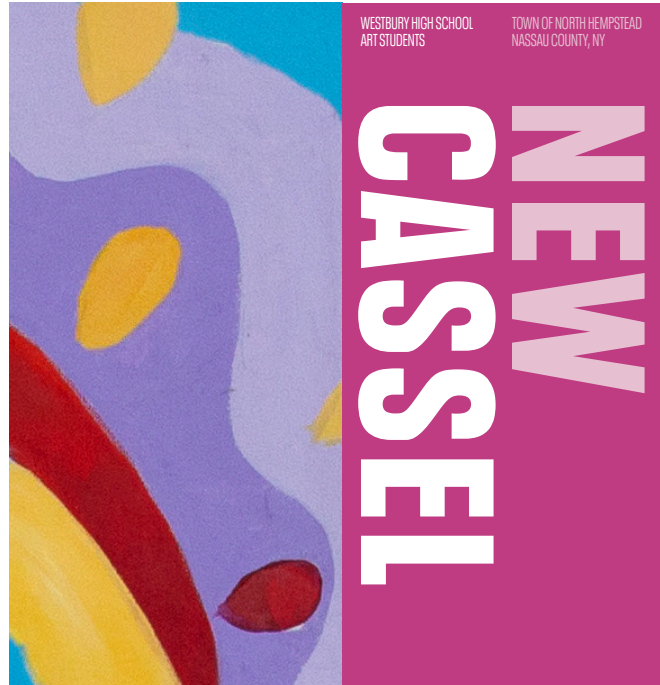
Abstract Side Shown in Image Above



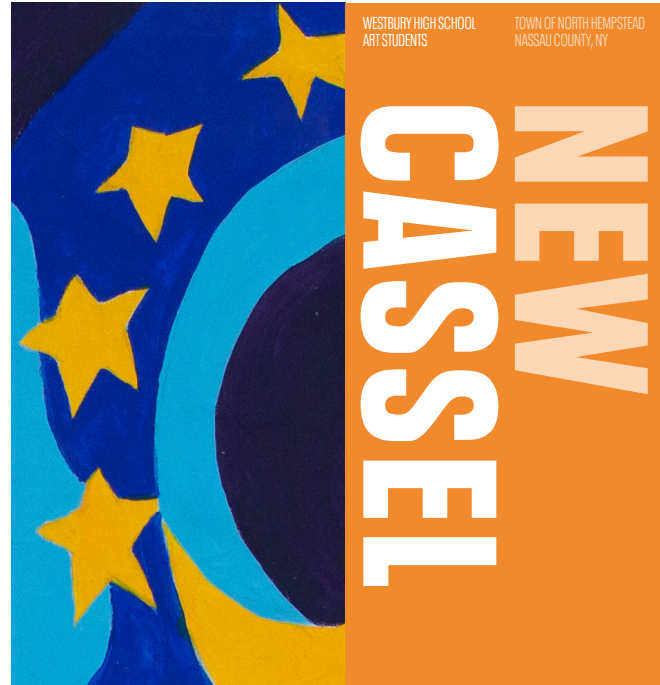
**Banner Program  
Continued**

Size: 17.5" x 35"  
 Printing: Double Sided UV Printing  
 Material: UV on 13oz/15oz Normandy or Agency Approved Equal  
 Location and Orientation: See Diagram on Page 2  
 Total Banners, 246

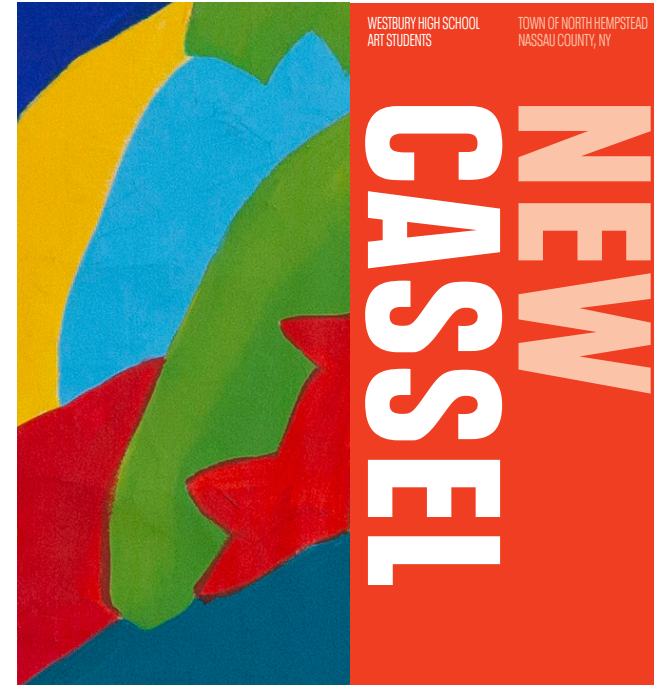
Note: Provide Samples for Agency Approval Prior to Full Production  
 Sample Request:  
 a. Provide Full Size Test Print  
 b. Provide Test Print for all Colors on 6 x 6" Sample  
 c. Provide Test Print for all Art at Actual Size on 6 x 6" Sample



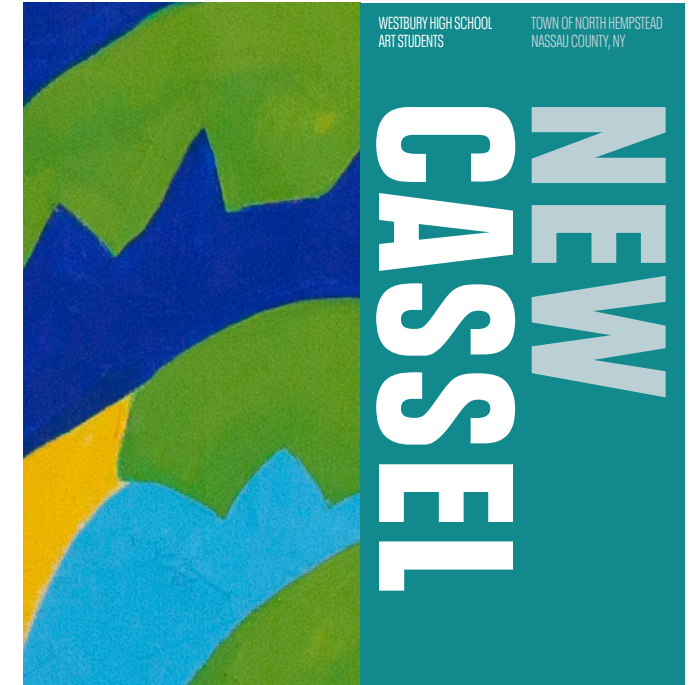
Abstract Side, Purple Banners



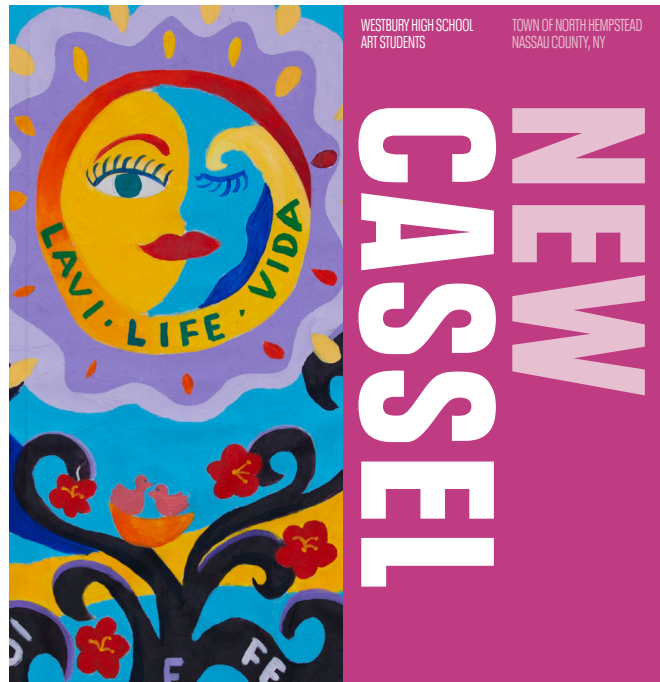
Abstract Side, Yellow Banners



Abstract Side, Red Banners



Abstract Side, Green Banners



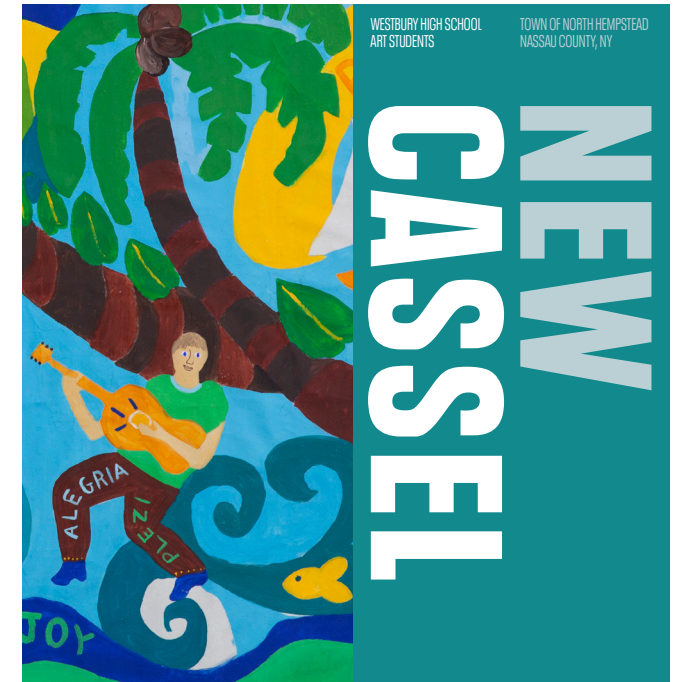
Vignette Side, Purple Banners



Vignette Side, Yellow Banners



Vignette Side, Red Banner



Vignette Side, Green Banners





## Piscatello Design Centre

Contact Piscatello Design Centre  
for any questions and concerns

Rocco Piscatello  
rocco@piscatello.com

330 West 38th Street  
New York, NY 10018

Telephone  
212 502 4734

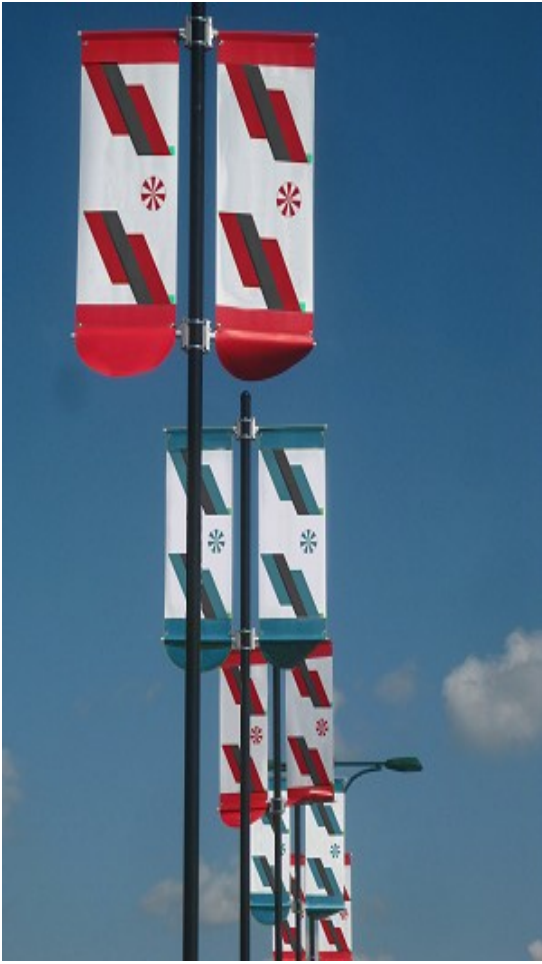
Mobile  
917 710 4377



## **Banner Pole Specification**

Provide [18" Windspill Junior Adjustable Complete Banner Installation Kit for Two 18" Wide Banners] or Agency approved equal available from Windspill Direct <https://windspilldirect.com/Windspill-Junior-Adjustable-Complete-Double-Banner-Installation-Kit-For-Two-18-Inch-Wide-Banners.html> or Agency approved equal:

- Junior Adjustable "Complete Double Banner Kit" has four Base castings and four Arm castings. Base castings strap to both sides of the light pole with included stainless steel Quick-Release banding. Arm castings each have a 13/16" diameter solid fiberglass rod epoxied into them to support the banner. Included are eight 3/8" wide x 7/8" long self-locking bolts to secure the Arm Units to the Base Units. A "Complete Kit" includes everything needed to install two banners top and bottom hem on both sides of a light pole.
- Cast aircraft quality 356 aluminum alloy, with T51 heat treatment. All rust-resistant components.
- The 1 1/2" width and the 6" length of the JR Base Unit provide lateral and vertical stability for banners smaller than 30" x 84".
- It fits round, square (up to 5" wide), octagonal and fluted poles over 1 1/2" in diameter.
- The Base Unit does not require a confusing "top end up" mount as with some systems on the market. It doesn't matter which end of the base unit is up or down.
- Two 13/16" diameter unidirectional fiberglass rods are epoxied into the Arm castings providing flexibility while maintaining strength. The canted rod design keeps the banner taut, yet absorbs the wind energy to reduce stress on the banner and the light pole - up to 25% wind-load reduction.
- Two (2") of banner length adjustment for proper tensioning.  
Banding guides on the Base Unit allow up to two wraps of 3/4" wide banding to secure it to the pole.
- Convenient banner tie-down on the Arm Unit to secure your banner.
- Banners can be installed or removed without disturbing the main (Base) casting.
- Safety features: No additional safety or lynch-pins are required. No moving parts to wear out or fail. Two 7/8" long by 3/8" wide self-locking bolts pass through the adjustment slots in the Arm Unit and thread into the Base Unit. The Arm Unit cannot be separated from the Base Unit unless both bolts are completely removed. The self-locking bolts are very easy to access and work with.
- Stock sizes for 18", 24", 30" and 36" wide banners. Custom rod lengths available up to 36".
- Warranted to withstand up to 75 mph wind gusts on banners measuring 30" x 80" or smaller; Junior Fixed on banners 30" x 60" or smaller installed according to our [Banding Requirements Chart](#).\*  
Ten Year Warranty (<https://windspilldirect-com.3dcartstores.com/admin/infopage.asp?page=43&extra=1>) when properly installed and maintained.
- One kit will install two banners, one on each side of the pole, sharing the same banding. Standard
- Packaging: 3 kits per carton.



Give Us Your Feedback

# 12 YEAR WARRANTY

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## **WINDSPILL PRODUCTS(tm) Banner Mounting Hardware Twelve (12) Year Warranty:**

All Windspill(tm) banner mounting hardware (Deluxe and JR) is warranted for a period of twelve (12) years from the original date of purchase against defects in workmanship and materials when properly installed according to the Windspill(tm) Installation Instructions and our Banding Requirements Chart. The warranty does not apply when banner larger than 30" wide by 96" long are installed on the banner brackets.\*

Proper banding specified for the individual brackets must be used and should be inspected after 30 days and re-inspected every 60 days thereafter. Necessary adjustments to the banding should be made as needed. Improper usage, modification or abuse of the hardware will void the warranty. This warranty covers product replacement only and does not extend beyond the replacement or repair of the hardware deemed to be faulty.

Windspill Deluxe Adjustable Banner Hardware is warranted to withstand up to 80 mph wind gusts on banners measuring 30" x 96" or smaller; Deluxe Fixed on banners 30" x 80" or smaller installed according to our Banding Requirements Chart [https://windspilldirect.com/Windspill-Banner-Hardware-Banding-Requirements\\_ep\\_44-1.html](https://windspilldirect.com/Windspill-Banner-Hardware-Banding-Requirements_ep_44-1.html)

Windspill Junior Adjustable hardware is warranted to withstand up to 75 mph wind gusts on banners measuring 30" x 80" or smaller; Junior Fixed on banners 30" x 60" or smaller installed according to our Banding Requirements Chart

Merchandise must be returned prepaid to the Manufacturer with a copy of the original purchase invoice. No merchandise will be accepted without a prior written authorization for return. If the hardware is deemed to be faulty, it will be replaced or repaired at no additional cost to the customer.

\*No warranty or liability is expressed or implied regarding the suitability of the poles or surface that the hardware is attached to. It is the customer's responsibility to determine if the Pole is able to



# Junior Adjustable Heavy Duty Bracket BANNER INSTALLATION INSTRUCTIONS

## General Guidelines:

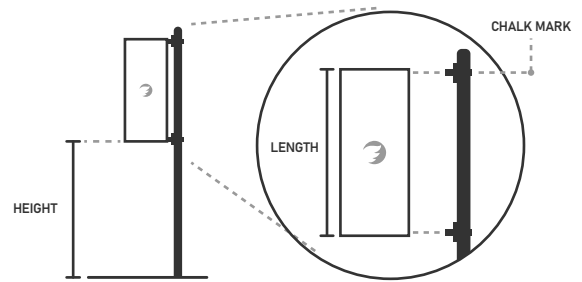
- Determining the ability of the light poles to withstand the additional wind load created by installation of banners is the responsibility of the customer.
- Square Poles over 5" wide on a side will not allow the Base Plate to mount securely and should not be used.
- Inspect the installation after 30 days to make sure that the banner brackets are tight and secure. Repeat inspections every 60 days and after especially strong windstorms or wind gusts; immediately re-tighten the banding according to these instructions if it has loosened. Failure to do so can cause damage to your banners.
- Properly installed and tensioned banners should be evenly taut across the full surface of the banner
- The Fiberglass rods are "canted" to provide even tension across the surface of the banner. The tip of the top rod should point upward and the tip of the bottom rod should point downward when properly installed. When the banner is tensioned, it will draw them both inward.

## FOR INSTALLATION, YOU WILL NEED THE FOLLOWING TOOLS

- Ladder or Hydraulic Lift
- Flat edge screwdriver
- Marker or Chalk
- Plumb Bob
- 9/16" Wrench or Socket
- Duct Tape or Small Bungee Cord
- Two Junior Base Units w/4 Bolts
- Two Junior Arm Units
- Four Pieces Quick Release Banding
- Two Cable Ties

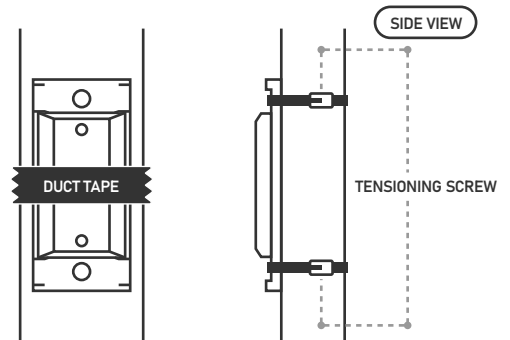
## Installation Instructions

1. - Determine how high you want the bottom of the banner to be from the ground. (We recommend 16' over a roadway, and 12' over a pedestrian walkway.) Add the length of the banner to find where you should mount the TOP mounting base plate – mark with a piece of chalk. Place the center of the TOP base plate at the chalk mark and tape it to the pole using duct tape (or a bungee cord).

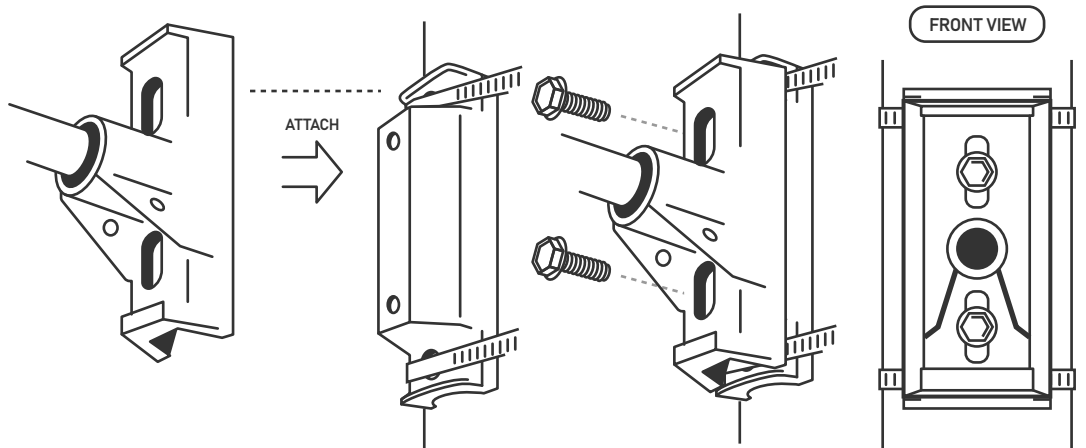


2. - Install the top Base Plate first: Install the top Base Plate only, to begin with. Place the center of the TOP base plate at the chalk mark and tape it to the pole using duct tape (or a bungee cord).

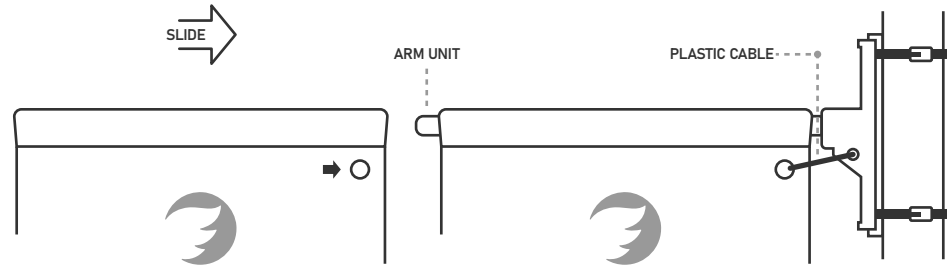
Using two (2) of the Quick-release bands, strap them around the pole and the Base Plate using the banding guides at the top and bottom of the Base Plate. Cinch up the bands and snap down the tensioning screw. Then you can tighten the banding with your screwdriver. Securely hand tightening with a screwdriver should be sufficient to securely attach the Base Unit so that it will not move on the pole. Over tightening could damage the threads on the banding and allow it to loosen.



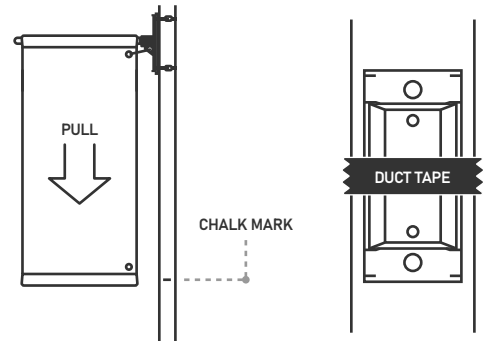
3. - Slide the TOP Arm unit on to the mounting plate with the support wings of the rod socket pointing DOWN. Center the Arm Casting on the mounting Base and secure it to the mounting base with two self-locking bolts provided. Tighten the bolts with a 9/16" wrench or socket.



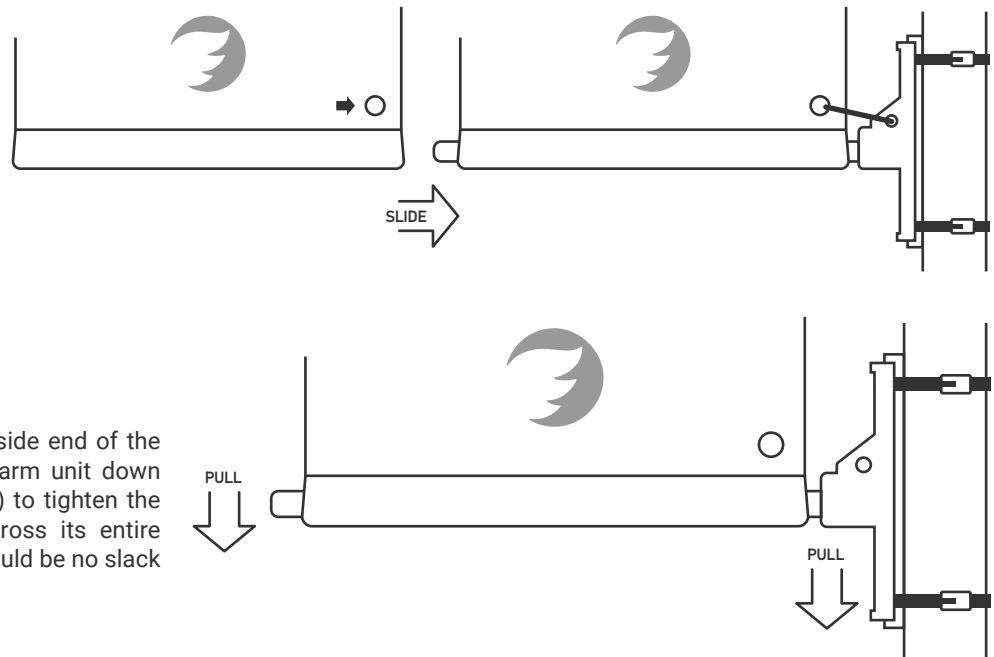
4. - Slide the TOP SLEEVE of the banner on the Arm Unit (make sure the grommet is toward the pole). Loosely secure the banner by feeding plastic cable ties (or coated #16 wire) through the grommet and through the tie-down holes in the support wings just below the fiberglass rod socket.



5. - Grab the banner at the bottom inside edge and pull down tightly to determine where the BOTTOM mounting base plate should be and mark the pole with chalk where the banner ends. Place the bottom mounting plate so the middle of it is about 1" above the chalk mark. (Use a plumb bob to ensure that the mounting plates are even, vertically.) Temporarily tape the Base Plate to the pole. REPEAT STEP 2 for the bottom mounting plate.

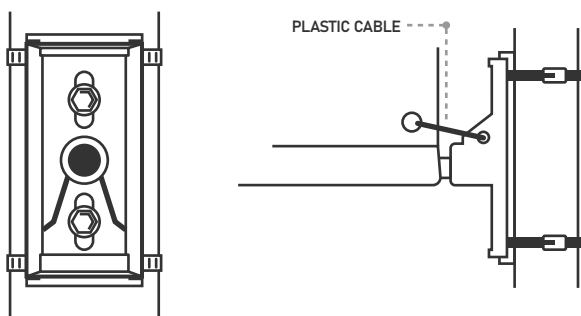


6. - Next, slide the BOTTOM sleeve of the banner onto the arm (make sure grommet is toward pole). Slide the Arm Unit onto the bottom mounting plate with the support wings of the rod socket pointing UP. Insert the two self-locking bolts through the adjustment slots in the Arm Casting and thread them LOOSELY into the Base Casting.



While you pull down on the outside end of the fiberglass rod, slide the entire arm unit down enough (rocking it, if necessary) to tighten the banner so it is evenly taut across its entire surface. **IMPORTANT:** There should be no slack on the INSIDE of the banner.

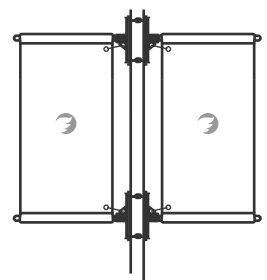
7. - Now, tighten both bolts securely. **TIP:** Tighten the top bolt first, then tighten the bottom bolt to put more tension on the outside edge of the banner, then re-tighten the top bolt. Loosely secure banner by feeding plastic cable ties or coated wire through banner grommet and through the tie-down holes in the support wings just above the arm.



### SPECIAL CASES

**TO CHANGE BANNERS:** Release the cable ties. Unscrew the bottom bracket arm. Slide it up and off of the mounting plate. Remove the banner by sliding it off the arm. If the new banner is a little longer or shorter, you may have to loosen the bolts on the upper bracket to get additional adjustment.

**TWO BANNERS PER POLE:** The bracket mounting plates are attached on opposite sides of the pole at the same time with the same banding (top and bottom).



**PRICE PROPOSAL**

The Organization proposes to charge the following amounts for the deliverables described in the RFP and Agreement:

Description	Unit	Quantity	\$ Each	\$ Sub
Blue Banner	Each	52		
Purple Banner	Each	50		
Yellow Banner	Each	44		
Red Banner	Each	50		
Green Banner	Each	50		
Banner Pole with pole base	Each	492		
Banner Pole Base Mounting Straps and clips	Each	492		
Transportation to Agency Office for all deliverables.*	NA	NA	NA	
<b>Total Lump Sum Price</b>				<b>\$</b>

\* The Agency reserves the option to provide its own transportation for picking up Deliverables and, in that case, will not pay for the transportation amount listed above.

In addition; on an as-needed basis as determined by the Agency from time to time separate and apart from the above deliverables "Total Lump Sum Price" the Organization proposes to charge the Agency \$ \_\_\_\_\_ for each additional banner (any color), and \$ \_\_\_\_\_ for each additional banner pole and \$ \_\_\_\_\_ for each additional banner pole-base collectively known as Replacements (the "Replacements").

The undersigned stipulates that the information in this attachment and the Organization's price proposal is true and accurate to the best of its knowledge.

Below or on a separate sheet of paper describe any other services and fees for those services that are not listed that may be required for performance of the work: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Organization

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

County of \_\_\_\_\_

Subscribed and Sworn to before me on

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

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

