

# Town of Babylon

General Services  
200 E. Sunrise Highway  
Lindenhurst, New York 11757  
(631) 957-3025



**RICH SCHAFFER**  
SUPERVISOR

BID DATE: 7/31/25

BID #25G74

**BID FOR: SPORTS, PARKS & REC EQUIPMENT CATALOGS AND/OR  
WEBSITE, BISON, WITTEK/EAGLE ONE OR EQUAL**

COMPANY NAME \_\_\_\_\_ FEDERAL I.D. # \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE & ZIP CODE \_\_\_\_\_

PHONE # \_\_\_\_\_ EMAIL \_\_\_\_\_ CONTACT \_\_\_\_\_

In compliance with your advertisement for bids to be opened on \_\_\_\_\_  
and subject to all conditions thereof, the undersigned hereby proposes to furnish the item(s) and/or  
service(s) itemized in this proposal in accordance with the Notice to Bidders, General information  
Agreement and Specifications contained herein on the Bid Proposal Form attached.

Bidder certifies that the prices quoted herein do not include Federal Excise Tax or any New York  
State or New York City Sales Tax; and all prices include shipping and freight charges to any  
Municipal building or site within the Town of Babylon.

Respectfully submitted,

\_\_\_\_\_  
SIGNED BY

\_\_\_\_\_  
TITLE

**BIDDERS ARE INVITED TO ATTEND BID OPENING**

**BIDDERS ARE INVITED TO ATTEND BID OPENING**

**ALL SIGNATURES TO BE ORIGINAL, IN INK. DO NOT REMOVE ANY PAGES FROM THE BID  
CONTRACT. RETURN THE BID CONTRACT IN ITS ENTIRETY. FAILURE TO FILL OUT OR RETURN  
ALL DOCUMENTS MAY BE CAUSE FOR BID TO BE REJECTED.**

Antonio A. Martinez  
Councilman  
Deputy Supervisor

DuWayne Gregory  
Councilman

Anthony N. Manetta  
Councilman

Terrence F. McSweeney  
Councilman

Jennifer Montiglio  
Receiver of Taxes

Geraldine Compitello  
Town Clerk

## **NOTICE TO BIDDERS**

The TOWN OF BABYLON Commissioner of General Services will receive sealed proposals for

### **BID NO. 25G74**

### **SPORTS, PARKS & RECREATION EQUIPMENT CATALOGS AND/OR WEBSITES; BISON, WITTEK/EAGLE ONE OR EQUAL**

until **10:00 a.m. on FRIDAY JULY 31, 2025** at the Town Hall, 200 E. Sunrise Highway, Lindenhurst, New York, 11757, at which time they will be publicly opened and read in the Division of Purchasing office. No bids will be accepted after 10:00 A.M. on the date of bid opening. NO EXCEPTIONS WILL BE GRANTED. Do not remove any pages; all proposals are to be submitted intact.

The contract documents may be obtained at the Town of Babylon website, [www.townofbabylonny.gov](http://www.townofbabylonny.gov) on and after, **9:00 am, THURSDAY, JULY 17, 2025.**

For further information call (631) 957-3025.

The Town reserves the right to reject any and all bids.

The Town encourages minority and women owned businesses to participate.

**THIS PROJECT MAY BE FUNDED IN PART THROUGH THE TOWN OF BABYLON'S  
COMMUNITY DEVELOPMENT PROGRAM WITH FEDERAL COMMUNITY  
DEVELOPMENT BLOCK GRANT FUNDS.**

Joseph Ferrandino  
Commissioner of General Services

Date: 7/17/25

## **BID TERMS AND CONDITIONS**

All Bids are subject to the following terms and conditions. Upon issuance of Purchase Orders under this bid, terms of this bid shall apply to all such orders.

1. Bids on equipment must be standard, new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part or nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specification.
3. Bidder declares that this bid is made without any connection with any other Bidder submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
4. As a portion of the attached contract and pursuant to the provisions, of Section 103-a of the General Municipal Law of the State of New York, the parties hereto recognize that upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.
  - a. such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal and also that
  - b. any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership or officer may be canceled or terminated by a municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

5. **PRICES:** The provisions of the New York State Fair Trade Law (Feld-Crawford Act) and the Federal Price Discrimination Law (Robinson-Patman Act) do not apply to purchases made by the Town.
6. **SURETY:** In the event that an award is made hereunder, the Commissioner of General Services reserves the right to request successful bidders to post security for faithful performance with the understanding that the whole or any part thereof may be used by the Town of Babylon to supply any deficiency that may arise from any default on the part of the Bidders. Such bond must meet all the requirements of the Town Attorney.
7. **SAMPLES:** Samples, when required must be submitted strictly in accordance with instructions or bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within five (5) days of the request. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; provided they have not been used or made useless by test. Award samples may be held for comparison with the deliveries. Samples will be returned at the Bidder's risk and expense. The Bidder must make arrangements to have samples returned.
8. **AWARD:** The Commissioner of General Services reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Commissioner of General Services to present evidence of experience, ability and financial standing as well as a statement as to plant, machinery, and capacity of the manufacturer for the production and distribution of the material on which he is bidding, and a current list of other customers. Upon request of the Commissioner of General Services, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service, and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Commissioner of General Services may reject such a bid. It is distinctly understood, however, that nothing in the foregoing shall mean or imply it is obligatory upon the Commissioner of General Services to make any examinations before award; and it is further understood that if such examination is made it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.
9. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards except in tie bids. Consideration will be given to the reliability of the Bidder, the qualities of the materials, equipment or supplies to be

furnished, their conformity with the specifications, the purpose for which required and the terms of the delivery.

10. The Commissioner of General Services reserves the right to reject any and all bids in whole or part; to waive technical defects, irregularities and omissions if in his judgment the best interest of the Town will be served.
11. Unless otherwise indicated herein, the Commissioner of General Services reserves the right to make award by items, by classes, by groups of items or as a whole.
12. **DELIVERIES:** Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Commission of General Services, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Commissioner of General Services, the Commissioner of General Services may purchase from other sources to take the place of the item rejected or not delivered. On all such purchases, the Vendor agrees to promptly reimburse the Town for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference.
13. An order may be canceled at the Vendor's expense upon non-performance. Failure of the Vendor to furnish additional surety within ten (10) days from date of request shall be sufficient cause for the cancellation of the order.
14. When in the determination of the Commissioner of General Services, the articles or equipment delivered fail to meet Town specifications or, if in the determination of the Commissioner of General Services, the Vendor consistently fails to deliver as ordered, or within proper time frames, the Commissioner of General Services reserves the right to cancel the order and purchase the material or equipment from other sources at the Vendor's expense.
15. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order it will be interpreted to mean prompt delivery. The decision of the Commissioner of General Services as to be reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
16. The Town will not schedule any deliveries for Saturdays, Sundays or Legal Holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Town will govern.
17. Supplies shall be securely and properly packed for shipment according to accepted commercial practice, without extra charge for packing cases, reels, baling or sacks, the

containers to remain the property of the Town unless definitely stated otherwise in the bid.

18. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections, and other losses, which will be deducted from invoices. The Town will note for the benefit of Vendor when packages are not received in good condition.
19. All supplies which are customarily labeled or identified must have securely affixed thereto, the original un-mutilated label or marking of the manufacturer.
20. Billings for deliveries must be rendered on Town claim forms.
21. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
22. Deliveries are subject to reweighing at destination by the Town and payment will be made on the basis of net weight of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendor's expense.
23. **GUARANTEES BY BIDDER:** Bidder hereby guarantees:
  - a. To save the Town, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof which the Bidder is not the Patentee, assignee, licensee and to defend any action brought against the Town in the name of the Town and under the direction of the Town Attorney at the sole cost of the Bidder or in the sole option of the Commissioner of General Services to pay the cost of such defense to the Town.
  - b. His products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
  - c. To furnish adequate protection from damage for all work and to repair damages of any kind for which he or his workmen are responsible to the building or equipment to his own work or to the work of other Vendors, or in the opinion of the Commissioner of General Services to pay for the same by deductions in payment due under this contract.
  - d. To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the city, village or town in which installation is to be made.

- e. To carry proper insurance in the opinion of the Commissioner of General Services, and approved by the Town Attorney to protect the Town from loss in case of accident, fire or theft.
- f. That he will keep himself fully informed of all the municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws, and regulations, including all provisions of the Workmen's Compensation Labor Laws and Affirmative action Provisions, and shall indemnify and save harmless the Town of Babylon from loss and liability upon any and all claims on account of any physical injury to person, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents or the Town or their respective agents.
- g. That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.
- h. That all deliveries will not be inferior to the accepted bid sample.

24. **LABOR LAWS AND ANTI-DISCRIMINATION:** Attention is directed to the following provision of the Labor Law of the State of New York applicable to the employment of labor within the State of New York involved in the manufacture of materials, equipment or supplies specified in bid, which shall be conformed to by the Contractor.

- a. That in the hiring of employees for the performance of this contract or any subcontract hereunder, no contract/subcontractor, nor any person acting on behalf of such contract or subcontractor, shall by reason of race or color discriminate against any citizen of the State of New York who is qualified and available to perform the work which the employment relates, nor discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color; and that there may be deducted from the amount payable to the Contractor by the Town under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of Section 220-e of the Labor Law.
- b. That this contract may be cancelled or terminated by the Town, and all monies due or to grow hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of Section 220-e of the Labor Law. Each and every provision of any law and clause required by law to be inserted herein, and the contract shall be read and enforced as though it were included herein.



25. All forms must be completed as required.

26. **SUBLETTING OR ASSIGNMENT:** Pursuant to Section 109 of the General Municipal Law, Article 5-A, Assignment of Public Contract, it states that: A clause shall be inserted in all specifications or contracts hereafter made or awarded by an officer, board or agency of a political subdivision, or of any district herein, 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 herein, 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.

**NOTE: The Town of Babylon's Community Development Program is a federally funded program. Bidders shall comply with any and all requirements for federally funded projects, at no additional cost.** This includes, but is not limited to compliance with the Davis-Bacon Act., Section 3, M/WBE, etc. Please visit [www.esd.ny.gov](http://www.esd.ny.gov) for a listing of New York State Certified M/WBE firms. Please note, compliance with Davis Bacon is not required for contracts for the purchase of materials.

Funds may be provided by the American Rescue Plan Act ("ARPA"). All bidders must comply with all requirements of ARPA, including compliance with the 2CFR200. While there is no specific MWBE goal required at this time, all bidders must include with their proposal, their good faith efforts to utilize New York State Certified M/WBE firms wherever possible



### **SPECIAL CONDITIONS**

During the term of this contract, should there be a general increase in the cost of the supplies and materials specified herein, the successful bidder may apply for an increase in the unit prices bid to the extent of the increase imposed by the manufacturer – only after a FOUR (4) MONTH PERIOD from date of award. Conversely should the cost of supplies and materials specified herein be decreased, the successful bidder will lower his unit price to the Town proportionately.

**ALL REQUESTS FOR INCREASES SHALL BE ACCOMPANIED WITH SATISFACTORY PROOF FROM THE MANUFACTURER JUSTIFYING THEIR INCREASE. CURRENT & PRIOR INVOICES FROM THE VENDOR'S SUPPLIER MUST BE SUBMITTED TO DOCUMENT INCREASES.**

**ALL REQUESTS WILL BE CAREFULLY REVIEWED BY THE COMMISSIONER OF GENERAL SERVICES. UNDER ALL CIRCUMSTANCES, THE TOWN OF BABYLON WILL HAVE SOLE DISCRETION ON WHETHER OR NOT AN INCREASE WILL BE GRANTED. THE COMMISSIONER OF GENERAL SERVICES MAY REQUEST ADDITIONAL INFORMATION FROM THE VENDOR TO SUBSTANTIATE PRICE INCREASE.**

The Contractor, in entering into this contract, understands that the Town reserves the right to modify the same with respect to the arrangement, character and alignment, grade or size of the appurtenances whenever, in its opinion, it shall deem it necessary or advisable to do so. The Contractor shall and will accept such modifications when ordered in writing by the Town through the Commissioner of General Services and the same shall not violate or void this contract. Any such modifications so made shall not, however, subject the Contractor to increased expense without equitable compensation which shall be determined by the Town Board. If such modifications or any part thereof, result in a decrease in the cost of work involved, an equitable deduction from the contract price, to be determined by the Town Board shall be made. The Town Board's determination of any such deduction shall be based upon the bids submitted and accepted. In any event, no modifications in the work shown on the plans and described in the specifications shall be made, unless the nature and extent thereof has first been certified by the Town Board in writing and sent to the Contractor. However, the Town through the Commissioner of General Services may, by mutual agreement with the Contractor, increase the contract period and quantities providing that there is no increase in unit price at the time of renewal. The Commissioner of General Services shall have the option of renewing contract for two additional one-year periods with prior approval of the vendor and vendors involved.

**THE APPROPRIATE SECTION OF THIS PAGE MUST BE SIGNED BY**

**ALL BIDDERS**

**NON-COLLUSIVE BIDDING CERTIFICATION**

**SECTION 103-D GENERAL MUNICIPAL LAW**

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 be 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 with 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 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.

I hereby affirm under the penalties of perjury that the foregoing statement is true.

**AFFIX SEAL IF PRINCIPAL  
IS CORPORATION**

\_\_\_\_\_  
Legal Name of Person/Firm/Corporation

BY \_\_\_\_\_

**IF A CORPORATION**

The Following is a certified copy of resolution authorizing the execution of this certificate by the signatory of this bid or proposal in behalf of the corporate bidder, resolved that \_\_\_\_\_ be authorized to sign and submit the bid or proposal of this corporation for the project on items described, herein, in the Notice to Bidders, BID# \_\_\_\_\_, and to include in such bid or proposal the Certificate as to Non-Collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatement in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by \_\_\_\_\_ Corporation at a meeting of its Board of Directors held on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_

Secretary

SEAL OF CORPORATION

## **TOWN OF BABYLON**

### **IMMUNITY CLAUSE**

In accordance with Sections 103-a and 103-b of the General Municipal Law, upon the refusal of a person to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions when called before a grand jury, head of state department, temporary state commission, organized crime task force in the department of law or other state agency, which is empowered to compel attendance of witnesses and examine them under oath to testify concerning this contract, such person and any firm, partnership or corporation of which he is a member, partner, director, or officer, shall be disqualified from thereafter selling to or submitting bids to, or receiving awards from, or entering into any contracts with the Town of Babylon, its departments, agencies or officials thereof, for goods, work or services, for a period of five years after such refusal. The Town of Babylon may terminate any and all contracts made by the Town, its departments, agencies or officials, which such person and with any firm, partnership, or corporation, of which he is a member, partner, director or officer, without incurring any penalty or damages. However, any monies owed for goods delivered or work done prior to cancellation shall be paid. This condition shall be further subject to any other provisions or subsequent amendments to Sections 103-a and 103-b of the General Municipal Law.

## REQUEST FOR INFORMATION QUESTIONNAIRE

***Please answer all questions. For any question left not answered, please note the exclusion with an N/A or an explanation.***

1) Legal Name: \_\_\_\_\_

2) Address of Place of Business: \_\_\_\_\_

3) Mailing Address (if different): \_\_\_\_\_

Federal I.D. No. or Social Security No.: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ Email address: \_\_\_\_\_

4) The bidder is a (check one): ☐ Sole Proprietorship; ☐ Partnership; ☐ Corporation

Other (please describe): \_\_\_\_\_

5) If the Contractor is a Joint Venture, or Partnership, please list all partner firms and/or parties to the Joint Venture below. All partners and/or parties listed are also required to individually complete a separate Contractor Responsibility Form.

(i) Partner/Party name: \_\_\_\_\_

TIN, EIN, or SSN: \_\_\_\_\_

Percentage of Ownership: \_\_\_\_\_

(ii) Partner/Party Name: \_\_\_\_\_

TIN, EIN, or SSN: \_\_\_\_\_

Percentage of Ownership: \_\_\_\_\_

6. State or country under whose laws Contractor is organized and year organized:

\_\_\_\_\_

7. Does the Contractor now use or, in the past ten (10) years has it used, TIN, EIN, doing business as or "DBA", name, trade name or abbreviation other than the Contractor's name or TIN, or EIN number listed in Part I.B. above? ☐ Yes ☐ No

Please provide details: \_\_\_\_\_

8) Describe the Firm's ownership structure. Please explain any recent (within the last five years) or pending changes in the ownership structure. Please provide a schedule detailing the amount of firm ownership held by employees and/or outside parties. \_\_\_\_\_

9) Provide a list of the senior members of the Firm's management team and the structure of their employment contracts with the Firm. Please include professional biographies for the management team and all other Private Equity investment professionals in the Biography Appendix.

\_\_\_\_\_

***Please answer all questions. For any question left not answered, please note the exclusion with an N/A or an explanation.***

10) Name, title, address and phone number of person to have overall responsibility for this project.

11) List all subcontractors and consultants and provide their qualifications and expected area of jurisdiction within this project.

The following questions apply to any bid, proposal, or contract between Contractor and the Town of Babylon, any other state, any public authority or other public entity, the United States government, and subsidiaries.

(If the answer to any question is "YES," Contractor must provide all relevant information on a separate sheet annexed hereto). Please check this box if a separate sheet is attached ( )

The following questions apply to: i) Contractor, Contractor's parent, subsidiaries and affiliates of Contractor (if any); ii) any joint venture (including its individual members) and any other form of partnership (including its individual members) which includes Contractor or Contractor's parent, subsidiaries, or affiliates of Contractor, iii) Contractor's directors, officers, principals, managerial employees, and any person or entity with a 10% or more interest in Contractor; iv) any legal entity controlled, or 10% or more of which is owned, by Contractor, or by any director, officer, principal, managerial employee of Contractor, or by any person or entity with a 10% or more interest in Contractor.

12) Within the past ten (10) years, has Contractor been declared not responsible?

Yes \_\_\_\_\_ No \_\_\_\_\_ If YES, please provide details: \_\_\_\_\_

13) Has Contractor been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting?

Yes \_\_\_\_\_ No \_\_\_\_\_ If YES, please provide details: \_\_\_\_\_

14) Is there a proceeding pending relating to Contractor's responsibility, debarment, suspension, or qualification to receive a public contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ If YES, please provide details: \_\_\_\_\_

15) Within the past ten (10) years, has Contractor defaulted on a contract or been terminated for cause?

Yes \_\_\_\_\_ No \_\_\_\_\_ If YES, please provide details: \_\_\_\_\_



***Please answer all questions. For any question left not answered, please note the exclusion with an N/A or an explanation.***

16) Has a government agency or other public entity requested or required enforcement of any of its rights under a bond or surety agreement on the basis of the Contractor's default or in lieu of declaring Contractor in default?

Yes \_\_\_\_\_ No \_\_\_\_\_ If YES, please provide details: \_\_\_\_\_

\_\_\_\_\_

17) Has your firm defaulted or been terminated on, or had its surety called upon to complete any contract awarded within the past ten years?

\_\_\_\_\_ Yes \_\_\_\_\_ No If so, give date(s), agency(ies)/owner(s), project(s), contract number(s), and describe, including the result. \_\_\_\_\_

\_\_\_\_\_

18) Name the surety company to whom you intend to apply for a performance bond and license fee bond. \_\_\_\_\_

\_\_\_\_\_

19) Has the proposer or any principal, during the past seven (7) years filed for bankruptcy, or been declared bankrupt as an individual, and/or officer of any other corporation, partnership, or LLC?

Yes \_\_\_\_\_ No \_\_\_\_\_ If YES, state date, court jurisdiction, amount of liabilities and amount of assets: \_\_\_\_\_

\_\_\_\_\_

20) Details regarding any pending lawsuits, any previous contracts for which the firm or individual has been found to be in default, any indictments, judgments, defaults, convictions, or any principals or employees both present and past debarment from federal contracts.

21) Have you ever been disqualified from a bid or had a bid rescinded?

\_\_\_\_\_ Yes \_\_\_\_\_ No If yes, please provide details. Use additional sheets if necessary.

\_\_\_\_\_

22) List and describe any liquidated damages assessed, and/or liens or claims filed against your firm and remaining undischarged or satisfied for more than 90 days on any contracts within the past ten years. \_\_\_\_\_

\_\_\_\_\_

23) Within the past ten years has your firm, any affiliate, any predecessor company or entity, owner of a 5% or more of the firm's shares, director, officer, partner or proprietor been the subject of:

A. a judgment of conviction or pleaded nolo contendere to (1) any felony or (2) a misdemeanor related to truthfulness in connection with business conduct under state or federal law?

Yes \_\_\_\_\_ No \_\_\_\_\_ If YES, please provide details: \_\_\_\_\_

\_\_\_\_\_



***Please answer all questions. For any question left not answered, please note the exclusion with an N/A or an explanation.***

B. an indictment or has pending before any state or federal grand jury or court an indictment or information of the commission of a crime which has not been favorably terminated.

Yes \_\_\_\_\_ No \_\_\_\_\_ If YES, please provide details: \_\_\_\_\_

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

C. a pending investigation by any grand jury, commission, committee or other entity or agency or authority of any local, state, or the federal government in connection with the commission or alleged commission of a crime.

Yes \_\_\_\_\_ No \_\_\_\_\_ If YES, please provide details: \_\_\_\_\_

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

D. a bid disqualification or is currently disqualified from selling or submitting bids/proposals to or receiving awards from or entering into any contract with any federal, state or local government agency, any public authority or any other public entity.

Yes \_\_\_\_\_ No \_\_\_\_\_ If YES, please provide details: \_\_\_\_\_

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

E. a federal suspension or debarment, New York rejection of any bid or disapproval of any proposed subcontract for lack of responsibility, denial or revocation of pre-qualification in any state, or a voluntary exclusion agreement?

Yes \_\_\_\_\_ No \_\_\_\_\_ If YES, please provide details: \_\_\_\_\_

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

F. any federal determination of a violation of any labor law or regulation? OSHA serious violation?

Yes \_\_\_\_\_ No \_\_\_\_\_ If YES, please provide details: \_\_\_\_\_

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

G. any New York State Department of Labor or other State agency determination of a violation of any labor law or regulation?

\_\_\_\_\_ Yes \_\_\_\_\_ No Public Violation? \_\_\_\_\_ Yes \_\_\_\_\_ No Was violation deemed willful?

\_\_\_\_\_ Yes \_\_\_\_\_ No If yes, please provide details.

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

H. any determination of a violation of any labor law or regulation in any other jurisdictions outside of New York State?

\_\_\_\_\_ Yes \_\_\_\_\_ No Public Violation? \_\_\_\_\_ Yes \_\_\_\_\_ No Was violation deemed willful?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes please provide details.

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

***Please answer all questions. For any question left not answered, please note the exclusion with an N/A or an explanation.***

I. a revocation of DBE, MBE, or WBE certification?

\_\_\_\_\_ Yes \_\_\_\_\_ No If yes, please provide details.

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

J. a rejection of a low bid on a State contract for failure to meet statutory affirmative action or W/MBE requirement?

\_\_\_\_\_ Yes \_\_\_\_\_ No If yes, please provide details.

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

K. any pending litigation against your firm?

\_\_\_\_\_ Yes \_\_\_\_\_ No If yes, please provide details.

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

24) Within the past ten (10) years, has refused to testify or to answer any question concerning a bid or contract with any federal, state, or local government agency, any public authority or any other public entity when called before a grand jury or other committee, agency or forum which is empowered to compel the attendance of witnesses and examine them under oath, upon being advised that neither the person's statement nor any information or evidence derived from such statement will be used against that person in any subsequent criminal proceeding.

\_\_\_\_\_ Yes \_\_\_\_\_ No If yes, please provide details.

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

25) Is currently disqualified from selling or submitting a bid to, or receiving an award from, or entering into any contract with any public entity or public authority within the State of New York because, within the past ten (10) years, such entity or person refused to testify or to answer any relevant question concerning a transaction or contract with the State of New York, any political subdivision of the State of New York, or a public authority or a public department, agency or official of the State of New York or of a political subdivision of the State of New York, when called before a grand jury or other state or local department, commission or agency which is empowered to compel the attendance of witnesses and examine them under oath, upon being advised that neither that person's statement nor any information or evidence derived from such statement will be used against that person in any subsequent criminal proceeding.

\_\_\_\_\_ Yes \_\_\_\_\_ No If yes, please provide details.

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

26) Has within a ten (10) year period preceding this Bid/Proposal been convicted of or had a civil judgment rendered against it for or in relation to: (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; (ii) collusion with another person or entity in connection with the submission of bid/proposals; (iii) violation of federal or state antitrust statutes or False Claims Acts; or (iv) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement(s) or receiving stolen property.

\_\_\_\_\_ Yes \_\_\_\_\_ No If yes, please provide details.

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



***Please answer all questions. For any question left not answered, please note the exclusion with an N/A or an explanation.***

27) Provide any legal or regulatory complaints, litigations, arbitrations, reparations, or other proceedings (pending or resolved) against or by your firm, any affiliate, any predecessor company or entity, owner of a 5% or more of the firm's shares, director, officer, partner or proprietor in the past ten years. \_\_\_\_\_

28) Has any officer or partner of your organization ever failed to complete a contract handled in his own name?

29) In the past ten (10) years, has your firm been a subcontractor on any contract with the Town of Babylon ? YES \_\_\_ NO \_\_\_\_\_

30) In the past ten (10) years, have there been any judgments, injunctions, or liens of \$100,000 or more, including but not limited to, judgments based on taxes owed, fines and penalties assessed by a government agency against Contractor at any time?

\_\_\_ Yes \_\_\_ No If yes, please provide details.

31) Are there any judgments, injunctions, or liens for \$100,000 or more each against Contractor that remain open, unsatisfied or in effect today?

\_\_\_ Yes \_\_\_ No If yes, please provide details.

32) During the past ten (10) years, has the Contractor failed to file any applicable federal, state or local tax return?

\_\_\_ Yes \_\_\_ No If yes, please provide details.

33) Does the Contractor own or rent office space? Please provide details.

\_\_\_ Yes \_\_\_ No \_\_\_ If yes, please provide details.

34) Does any principal owner or officer of the Contractor, or any member of his/her immediate family, have an ownership interest in any entity that holds the title or lease to any real property used by the Contractor?

\_\_\_ Yes \_\_\_ No \_\_\_ If yes, please provide details.

35) Does Contractor share office space, staff, equipment, or expenses with any other entities?

\_\_\_ Yes \_\_\_ No \_\_\_ If yes, please provide details.



---

**DISCLOSURE STATEMENT**

In connection with submission of this bid for \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

I, \_\_\_\_\_ the  
(the applicant herein, or an officer or agent of the corporate applicant)

namely its \_\_\_\_\_ (swears) or (affirms) under the penalties of  
perjury that:

1. The following persons have a direct or indirect interest in this bid:

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE OF BIRTH</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(In case of corporations, all officers of the corporation, and stockholders owning more than 5% of the corporate stock must be listed. Attach an additional sheet, if necessary.)

2. The following persons listed in (1) above are related by blood or marriage to an officer or employee of the Town.

<u>NAME</u>	RELATIONSHIP	NAME/POSITION OF EMPLOYEE/OFFICER
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. The following persons listed in (1) above are state or local officers or employees, or members of a board of commissioners or local public authorities, or other public corporation within Suffolk (exclusive of a volunteer fireman or civil defense volunteer):

<u>NAME</u>	<u>EMPLOYEE</u>	<u>POSITION</u>
_____		
_____		
_____		
_____		

False statements made herein are punishable as a Class A misdemeanor pursuant to 210.45 of the Penal Law.

\_\_\_\_\_  
Legal Name of Person/Firm/Corporation

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

Signature

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Title

State of New York    )  
                                  ) ss:  
County of Suffolk    )

\_\_\_\_\_ being duly sworn, says; I am the person described in and who executed the foregoing proposal and the several matters therein stated are in all respects true.

Subscribed and sworn to, before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_



## **GENERAL SPECIFICATIONS**

### **GENERAL**

Bidders shall be responsible to carefully examine the specifications enclosed.

Bidders shall furnish their unit price and/or lump sum bid as called for on the Bid Proposal Sheet (s) attached.

Alternates of equal or superior design and/or quality shall be listed separately and a Manufacturer's Specifications Sheet shall be submitted with bid. Failure to submit data may result in the disallowing of bid.

### **DISCOUNTS**

If bidder allows cash discount, it shall be as follows;

For payment within 15 days of delivery and receipt of voucher

For payment within 30 days of delivery and receipt of voucher

Discounts of less than 1% will not be considered.

Cash discounts will not be considered in determining low bidders, but will be taken into consideration in awarding tie bids.

These specifications require the doing of all things necessary or proper for, or incidental to the furnishing and delivery of said equipment and associated components.

All things not expressly mentioned in these Specifications, but involved in carrying out their intent, are required by these specifications, and the Vendor shall perform the same as though they were specifically mentioned, described and delineated.

### **COMPLIANCE WITH RULES AND REGULATIONS**

The unit and associated equipment furnished shall comply with all provisions which would be applicable, if the Town of Babylon were a private corporation, of Federal, State of New York laws, ordinances, codes, rules, regulations, orders, permits and licenses and with fire underwriters requirements, except that where the weight and dimensions requirements set forth herein exceed such provisions these specifications shall control.

## **GENERAL**

The equipment and all associated components shall be furnished complete and in readiness for use.

The equipment furnished shall be the Manufacturer's latest listed and published model, or models, which meet all the applicable requirements of these Specifications.

## **DEVIATIONS**

Minor deviations from the provisions of these Specifications will be considered to permit manufacturers to follow their standard manufacturing process.

Such deviations will be approved, however, only in the sole discretion of the Commissioner of General Services and only if in her opinion they do not adversely affect the operation, maintenance, strength, efficiency, effectiveness or life of the unit or any of its parts.

All proposed minor deviations, with full details, must be listed on a separate Detail Sheet, which must be attached to and made part of this bid.

The Town of Babylon reserves the absolute right, in its sole discretion to accept that bid, if any, which under all circumstances, will best serve the public interest.

## **GUARANTEE**

The vendor warrants and guarantees the equipment herein specified, including all associated equipment furnished, against any defects in design, workmanship and materials and against failure to operate satisfactorily for a period of six months from the date of acceptance of the units, except defect or failure shown by the Vendor to have arisen solely from accident or abuse occurring after delivery to the Town of Babylon. This six month period is the minimum warranty. The period may be longer if referenced in detailed specifications.

The Vendor also warrants and guarantees that the equipment, if found to be defective or in need of repairs, herein specified will be picked up and delivered back to the Town of Babylon within a reasonable length of time.

## **DELIVERY**

Delivery is to be made **as per specs** after receipt of an order from the Town of Babylon, Department of General Services.

All equipment delivered shall be delivered "on the ground" at the delivery point designated on the Purchase Order. All prices are to be F.O.B. Town of Babylon.

All freight charges are to be included. Any bidder charging freight may be disqualified.

## **PRICES**

If a like or lower quantity of a standard item contained in this bid is sold by a vendor at a price less than the prices quoted herein, the price to the Town of Babylon shall be reduced to that lower price.

## **QUANTITY**

The Town of Babylon is in no way obligated to quantities shown or limited to quantities listed.

Setting limited delivery requirements may cause your bid to be rejected.

## **USE OF TOWN BIDS**

The Vendor/Contractor agrees that the Town of Babylon's Community Development Program, Villages of Amityville, Babylon and Lindenhurst, School Districts, Fire Departments and Public Libraries located within the Town of Babylon, may but are not obligated to, participate in the contract award F.O.B. their location. These participants will be solely responsible for any debt incurred.

**NOTE: The Town of Babylon's Community Development Program is a federally funded program. Bidders shall comply with any and all requirements for federally funded projects, at no additional cost.** This includes, but is not limited to compliance with the Davis-Bacon Act., Section 3, M/WBE, etc. Please visit [www.esd.ny.gov](http://www.esd.ny.gov) for a listing of New York State Certified M/WBE firms. Please note, compliance with Davis Bacon is not required for contracts for the purchase of materials. Vendor/Contractors are obligated to extend bid prices to the Town of Babylon Community Development Program, all Villages, School Districts, Fire Departments and Public Libraries within the Town of Babylon.

This contract may also be used by other political subdivisions, at the discretion of the vendor. All participants will be solely responsible for any debt incurred.

## **CONTRACT PERIOD**

**DATE OF AWARD through August 31, 2026.**

At the termination of a one year contract period, the contract may be extended annually, not to exceed two extensions, for a total three (3) year contract at the sole discretion of the Town of Babylon and with the consent of the Vendor or Vendors.

## **FEDERAL FUNDING**

This project may be funded in whole or in part through the Town of Babylon's Community Development Program and/or any other federally funded program including ARPA funds. As such, the performance of all work contemplated under the terms and conditions of this set of plans, specifications and related documents, must conform to certain basic and specific standards and requirements of the Federal Government. These standards and requirements are part of this contract and must be adhered to by all Contractors and all subcontractors while performing work in which Federal funds are involved. This includes, but is not limited to compliance with the Davis-Bacon Act.

## **OSHA STANDARDS**

All equipment, materials, and/or installations utilized in connection with this contract will meet all OSHA standards.

The OSHA Hazard Communication Standard (Subpart 2 of Part 1910 of Title 29 of the Code of Regulations amended under Section 1910.1200 of the Federal Register) requires chemical manufacturers, importers and distributors to obtain and develop Material Safety Data Sheets, (MSDS's) for each hazardous chemical they produce, distribute or import.

### **MATERIAL SAFETY DATA SHEETS MUST BE SUBMITTED WITH BID FORMS, IF APPLICABLE.**

Bids may not be considered unless the MSDS accompanies each bid submitted. Deliveries from providers of chemicals will not be accepted by departments unless **each** container is properly labeled in accordance with NFPA704.

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
requester. Do not  
send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2	Business name/disregarded entity name, if different from above.	
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____	
	4	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)	
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6	City, state, and ZIP code	
7	List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>
or	
Employer identification number	
<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**By signing the filled-out form, you:**

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What is FATCA Reporting*, later, for further information.

**Note:** if you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "By signing the filled-out form" above (for reportable interest and dividend accounts opened after 1983 only).



Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

## What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note for ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

### Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5. <sup>2</sup>
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

<sup>1</sup> See Form 1099-MISC, Miscellaneous Information, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/EIN](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee* code, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) <sup>**</sup>	The grantor <sup>*</sup>

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B)) <sup>**</sup>	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

<sup>\*</sup> **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

<sup>\*\*</sup> For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-4DTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

## SPECIFICATIONS

### **SPORTS, PARKS & RECREATION EQUIPMENT, CATALOGS AND/OR WEBSITES; BISON, WITTEK/EAGLE ONE OR EQUAL**

Bid prices submitted are to be based on percent (%) plus (+) or minus (-) from catalog price or website prices on most current catalogs from Bison, Wittek/Eagle One or Equal.

Bidder is to supply the Town of Babylon with current manufacturers catalog and/or website pricing.

The successful bidder is to furnish a minimum of two (2) sets of catalogs/price sheets to be distributed to various departments.

Price changes will be implemented as per manufacturer's increase or decrease. The vendor is responsible to submit the required number of updated replacement catalogs, updated website and/or price lists.

**ALL FREIGHT CHARGES ARE TO BE INCLUDED. ANY BIDDER CHARGING FREIGHT MAY BE DISQUALIFIED.**

**NO MINIMUM REQUIREMENTS FOR DELIVERY. ANY BIDDER SETTING MINIMUMS MAY BE DISQUALIFIED.**

Manufacturer & Model are used to establish a standard only. Alternate manufacturers EQUAL to those listed will be accepted.

The Town may award this bid in whole or in parts, or make no award at all, whichever is in the best interest of the Town. Bid awards are contingent upon available funding and the Town makes no guarantee that they will utilize all items on the bid.

All signatures to be original. Do not remove any pages from the bid contract. Return the bid contract in its entirety.

**TOWN OF BABYLON  
DEPARTMENT OF GENERAL SERVICES**

**BID PROPOSAL**

BID: #25G74  
BID DATE: 07/31/25

**BID FOR: SPORTS, PARKS & REC EQUIPMENT CATALOGS AND/OR  
WEBSITE, BISON, WITTEK/EAGLE ONE OR EQUAL**

NAME OF COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

CONTACT \_\_\_\_\_ PHONE # \_\_\_\_\_

FAX # \_\_\_\_\_ EMAIL \_\_\_\_\_

DISCOUNT \_\_\_\_\_ % 15 days \_\_\_\_\_ % 30 days

**BID IS TO BE BASED ON PERCENT (%) PLUS (+) OR MINUS (-) FROM CATALOG/WEBSITE PRICING  
ANY BIDDER ADDING FREIGHT CHARGES WILL BE DISQUALIFIED**

_____ Catalog Name/Number Proposed	_____ Date
_____ % Percentage	_____ plus (+) or minus (-)

_____ Website address	
_____ % Percentage	_____ plus (+) or minus (-)

Guarantee: \_\_\_\_\_

Catalog/Website being provided is as specified:      \_\_\_\_\_ YES      \_\_\_\_\_ NO

Alternate Catalogs enclosed:      \_\_\_\_\_ YES      \_\_\_\_\_ NO



BID PROPOSAL

**BID: #25G74**

**BID DATE: 7/31/25**

BID FOR: **BID FOR: SPORTS, PARKS & REC EQUIPMENT CATALOGS AND/OR  
WEBSITE, BISON, WITTEK/EAGLE ONE OR EQUAL**

NAME OF COMPANY \_\_\_\_\_

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The Town of Babylon, in compliance with New York State Executive Order No. 21, wishes to have the following information:

Vendors with current New York State Certification as a Minority Business Enterprise (MBE) or Women's Business Enterprise (WBE) complete the following:

MBE ID# \_\_\_\_\_ DATE OF AWARD \_\_\_\_\_

WBE ID# \_\_\_\_\_ DATE OF AWARD \_\_\_\_\_

Copy of notification by New York State Office of General Services is attached: YES \_\_\_\_ NO \_\_\_\_

The bidder hereby represents that he is not an officer or employee of the Town of Babylon, its Villages, School Districts, Fire Departments/Districts, and represents further that no financial benefit nor pecuniary gain will be realized by any officer or employee of the Town of Babylon, its Villages, School Districts, Fire Departments/Districts upon the awarding of this bid to the undersigned.

\_\_\_\_\_  
AUTHORIZED SIGNATURE OF BIDDER

\_\_\_\_\_  
PLEASE PRINT OR TYPE NAME