

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the Town Clerk of the Town of Yorktown, Westchester County, NY until 11:00 AM on April 1, 2016 at the Town Hall, 363 Underhill Avenue, Yorktown Heights, NY 10598 for the Towing Services License Agreement.

Specifications may be obtained at the office of the Town Clerk in the said Town Hall.

The Bidder assumes the risk of any delay in the mail or in the handling of the mail by the employees of the Town of Yorktown. Whether sent by mail or means of personal delivery, the bidder assumes the responsibility for having the bids in at the time and place specified above.

The Town Board of the Town of Yorktown along with the other communities reserves the right to reject any and all bids and to accept that bid which is deemed most favorable to the interests of the said Towns.

Diana L. Quast
Town Clerk
Town of Yorktown

AGREEMENT FOR TOWING SERVICE

THIS AGREEMENT FOR TOWING SERVICE (“Agreement”) is entered into on _____, 2016 by and between _____ (“Bidder”), a New York company having offices at _____ and the Town of Yorktown (“Town”), a municipal corporation with offices located at 363 Underhill Avenue, Yorktown Heights, NY 10598

WHEREAS, the Bidder and the Town establish the guidelines and requirements for the Bidder to efficiently manage and provide the police-initiated towing service that will be of mutual benefit to the public, the Town and the Town of Yorktown Police Department (“YPD”) and the Bidder;

WHEREAS, the Bidder agrees that it will provide (i) the highest level of service to the motoring public at a fair cost to the person(s) who require(s) such towing service; (ii) a workable and comprehensive policy regarding towing and/or storage of abandoned, disabled, stored or impounded vehicles from public or private property; and (iii) grounds for addressing relevant matters pertaining to the administration of a towing service and any other pertinent matters that may occur from time to time.

WHEREAS, the Town will require that the Bidder conduct business in an orderly, ethical, business-like manner and use every means to obtain and keep the confidence of the motoring public.

WHEREAS, the Parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in consideration of the Bidder’s representations herein, the Parties agree as follows:

I. TERM.

1. This Agreement will be for three (3) years from the date of the Notice of Award subject to renewal every subsequent year at the discretion of the Town. The price of the Agreement in each subsequent renewal year shall increase by 3% over the price of the Agreement in the preceding year.

II. BIDDER’S OBLIGATIONS TO RESPOND TO CALLS FOR TOWING SERVICE

1. Provide any and all required towing service for requests initiated by a Town employee, for the purpose of storing or impounding a vehicle located in the Town geographical boundaries.
2. Provide any and all required towing service for requests initiated by a Town employee for the purpose of removing a vehicle which has been involved in a collision within the Town geographical boundaries, and the owner or driver has not otherwise specified a tow service or

Town of Yorktown

BID PROPOSAL FORM

AGREEMENT FOR TOWING SERVICE

Three Year Term

Bidder's Name: _____

Dollar Amount – First Year (minimum bid: \$85,000.00) \$ _____

Amount in words: _____

The price(s) set forth above shall remain valid for one (1) year from the date of bid award.

Price of bid must cover all of bidder's costs. Minimum Bid accepted \$85,000.00. The Bid will be awarded to the HIGHEST bidder. The contract price of awarded bid will be increased by five percent (5%) for year two and year three will be increased by five percent (5%) over the price in year two.

Renewal price: If the Town renews the Agreement after the expiration of year three the price of the contract will be increased at annual rates of three percent (3%) over the preceding years.

Payment Schedule as follows: fifty percent (50%) of year one price due within one month of issuance of Notice of Award. Balance of the contract price will be paid in quarterly increments afterwards due on January 1, April 1, July 1, October 1.

The undersigned, on behalf of the vendor, certifies that: (1) the person whose signature appears below is legally empowered to bind the company in whose name the bid is entered; (2) he has read the complete Request for Bid and understands all provisions; (3) if accepted by the Town, this bid is guaranteed as written and will be implemented as stated; (4) by submitting its bid, Bidder agrees to all the terms of this Bid document, including but not limited to, each and every provision of the General Terms and Conditions of Bid; (5) mistakes in writing of the submitted bid will be the bidder's responsibility; and by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

(List found at <http://ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.)

garage. All personal property located within towed or stored vehicles shall be surrendered to the property owner upon request and upon presentation of proper identification, unless the vehicle is being held as evidence at the direction of the YPD.

3. Provide any and all required towing service for requests initiated by a Town employee at the request of the driver of a disabled vehicle located in the Town geographical boundaries and the towing service or garage is unspecified.
4. Provide any and all required towing service and/or clean-up service for requests initiated by a Town employee for the purpose of removing fluids or solid materials from the highway including sidewalk located within the Town's boundaries.
5. Once a tow truck has arrived at the scene, the driver shall, without undue delay, move vehicles to a location where they will not impede or obstruct traffic, and remove any debris or fluids (except clear water) on the ground originating from the vehicles.

III. BIDDER'S OBLIGATIONS TO RESPOND TO CALLS FROM YPD

1. Upon request by the YPD, the Bidder shall respond promptly and provide towing service for vehicles to be taken into custody by YPD. Such towing service shall include, but not be limited to, towing vehicles that are involved in accidents, disabled by other causes, impeding the flow of traffic, impounded for evidence, abandoned in public places or on private property, or for any other reason within the jurisdiction of YPD.
2. Nothing herein shall be deemed to prohibit the YPD for immediately suspending this Agreement if in the discretion of the YPD Chief of Police or his/her designee ("Chief of Police") any act or omission by the Bidder or one of its employees constitutes a danger to the motoring public. Within seven (7) days, the Bidder shall be provided with the written statement setting forth such act or omission. Within seven (7) days the Bidder shall respond in writing which shall be delivered to the Chief of Police. Upon review, the Town will determine whether to rescind this Agreement.

IV. BIDDER'S REQUIREMENTS

1. The Bidder shall maintain sufficient numbers of vehicles and equipment and vehicles to be able to respond to a YPD tow request to any location within the Town within thirty (30) minutes. Super Heavy Duty tow trucks shall respond within forty five (45) minutes of YPD tow requests within the Town geographical boundaries.
2. The Bidder will be required to have dispatching capability to their trucks/drivers 24 hours per day.
3. The Bidder or its employees shall not engage in practices commonly referred to in the tow service business as "soliciting", "cruising", or "poaching".

V. BIDDER'S QUALIFICATIONS

1. The Bidder shall be experienced in providing the tow service and related service and own and operate the necessary equipment and vehicles to perform such service. The Bidder will remain compliant with all laws, statutes, rules and regulations associated with operating as a tow operator.
2. The Bidder shall provide to the Town a list of all vehicles it intends on utilizing in the performance of this Agreement. The list shall contain the year, make and model of such equipment and vehicles and vehicles, the VIN number and proof that all vehicles are duly registered and has passed all required inspections required by the New York State Department of Motor Vehicles. Failure to maintain current registration and insurance for any vehicle will result in removing the vehicle from towing service for the Town until valid registration and insurance is obtained.
3. The Bidder also agrees that all tow vehicles and tow trucks shall be maintained in a clean and neat manner and in sound mechanical condition and shall maintain a service log for each vehicle. The equipment and vehicles and performance of the Bidder shall be subject to periodic review and/or inspection by the Chief of Police. An annual inspection of Bidder's equipment and vehicles by the YPD will be conducted to determine if the Bidder's tow equipment and vehicles comply with all provisions of New York State Vehicle and Traffic Law as well as the rules and regulations of the New York State Department of Motor Vehicles. Failure to correct deficiencies or equipment and vehicles violations shall result in the Bidder being suspended without further notice until the deficiency or violation is corrected.
4. The YPD reserves the right to conduct an inspection at any time of the Bidder's facility and/or its equipment and vehicles. However, a mandatory inspection will be conducted annually. If any deficiencies and/or violations are discovered upon the Notice of Award, the Bidder may be disqualified without the courtesy of a correction period. If any deficiencies and/or violations are discovered, including an inspection for this Agreement renewal, the Bidder will be so advised in writing. The Bidder will be given five (5) days to rectify the deficiency or violation(s).
5. The Bidder must produce evidence of the Bidder's qualifications to do business in New York State and be and remain current for all applicable Federal, State and Local taxes, including but not limited to income, sales and payroll taxes.
6. The Bidder must demonstrate that it maintains a satisfactory record of business integrity. The Bidder may be disqualified if there was determination by a person or entity which has jurisdiction that the Bidder, including but not limited to, willfully violated the Worker's Compensation Law by failing to maintain required worker's compensation or disability coverage.
7. The Bidder must supply documentation that the Bidder is compliant with all federal, state and local laws, statutes, rules and regulations pertaining to a drug and alcohol free

workplace. The Bidder will be required to implement a written a drug and alcohol policy, which must be distributed to all its employees.

8. The Bidder will supply the list of all employees with copies of their driver's licenses and social security numbers. The Bidder shall notify the YPD in writing of any changes in the identity of the drivers or any driver's status, including but not limited to any arrest or issuance of a traffic ticket regardless of the offense alleged, and provide the YPD with an updated list of drivers within seven (7) calendar days following date of change.
9. The Bidder shall not engage in, nor permit its employees, agents or representatives to engage in any form of discrimination to any person because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation.
10. Complaints against the Bidder will be documented and investigated by the YPD. Complaints will be assigned to the Chief of Police for investigation. Staff will endeavor to send a copy of the complaint and a letter requiring a response within thirty (30) days to the Bidder. No notice shall be sent or delivered if it is determined that notification will impede or interfere with Police investigations. The Bidder shall respond in writing to the complaint within twenty (20) days from the date of the Town's letter. Failure to respond within twenty (20) days will result in the investigating officer making a decision to the complaint based on the information available. The investigating officer will consider all the evidence available and assign a disposition to the complaint. The disposition categories are:
 - Unfounded- Incident did not occur or did occur but was lawful and within policy
 - Inconclusive - Unable to determine if the incident did or did not occur, or unable to determine if the towing service or its employee(s) are responsible.
 - Sustained- Incident occurred and was either contrary to the Towing Policy, Towing Agreement, State Laws, or Town Ordinances.

The Bidder and complainant will be notified of the disposition of the complaint in writing.

VI. TOW TRUCK CLASSIFICATIONS AND EQUIPMENT AND VEHICLES

1. Each tow truck shall be equipped with:
 - Two way radio or hands free telephone, or other acceptable communications equipment and vehicles
 - Two (2) covered buckets, each having a minimum capacity of three (3) gallons. One bucket will contain at least three (3) gallons of absorbent material (such as sand or similar material in keeping with EPA guidelines) capable of soaking fluids. The second bucket is to be used for placement of debris and other materials cleaned from an incident site.
 - One (1) Broom
 - One (1) Shovel

2. All State and Federal EPA Guidelines shall be followed.
3. Control/Safety Labels- All controls shall be clearly marked to indicate proper operation, as well as any special warnings or cautions.
4. All tow equipment and vehicles performing under this Agreement shall clearly display, in contrasting colors, the name of Bidder, address, telephone number and truck number. Tow trucks shall not display the words "Official Police Tow" or any words to that effect without prior written approval from the YPD.

Classes of Tow Trucks

5. Tow truck and car carrier classifications are based on the truck chassis GVWR and the classification system used by the American Trucking Association (ATA) and truck manufacturers.
6. There will be 3 classes of tow trucks covered under this Policy, the Bidder will be required to own at the time this Agreement is executed.
 - **Class A – Light Duty:** The Bidder shall maintain a minimum of three (3) trucks with a GVWR of 14,000-26,000 pounds with wheel lift capacity. Two (2) of said equipment and vehicles shall be flatbed tow trucks. Class A equipment and vehicles must include a four (4) ton recovery equipment and vehicles rating and 100 feet of 3/8" 6 x 19 cable or OEM specifications.
 - **Class B- Medium Duty:** The Bidder shall maintain at least one (1) tow truck with a GVWR of 26,001 to 47,999 pounds. The truck shall be equipped with air brakes and a tractor protection valve or device, and be capable of providing and maintaining continuous air to the towed vehicle. Class B equipment and vehicles must include 150 feet of 7/16" 6 x 19 cable or OEM specifications.
 - **Class D- Super Heavy Duty:** The Bidder shall maintain at least one (1) three (3) axle tow truck with a GVWR of at least 52,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle. Class D equipment and vehicles must have a 30 ton recovery equipment and vehicles rating, and must include 250 feet of 3/4" 6 x 19 cable or OEM specifications.

VII. TOW TRUCK DRIVERS

1. Drivers shall perform all towing and recovery service in the safest and most expedient manner possible.
2. The Bidder shall ensure that drivers assigned to respond to service calls are qualified employees; trained and proficient in the use of the tow truck and all related tow equipment

and vehicles and able to apply the procedures necessary to safely tow and recover equipment and vehicles serviced under this Agreement.

3. All drivers assigned to respond to service calls shall be:
 - Awake and alert;
 - Punctual;
 - Able to speak and write English fluently and clearly;
 - Not under the influence of alcohol or any controlled substance;
 - Not have been convicted of any alcohol related driving offenses; and
 - Neat, clean and well-groomed in appearance.
4. Drivers shall possess the proper class license(s) and certificate(s) required for the class of tow vehicle driven and for the type of tow service performed.
5. All drivers may be required to submit to a criminal history check.
6. YPD may take appropriate enforcement or administrative action for any violations of law. Complaints for violations of the law not normally investigated by the YPD will be referred to the agency with investigative jurisdiction.

VIII. TOW YARD REQUIREMENTS

1. All stored equipment and vehicles shall be stored and released from the Bidder's office, which shall be at one location within the geographic boundaries of the Town.
2. The Bidder's service lot(s) shall be adequately fenced with gates locked and secured and reasonably well-lighted to maintain a maximum security for stored and impounded equipment and vehicles. All storage lots must be inspected and approved by the YPD. The YPD reserves the right to require any other security devices it deems reasonably necessary.
3. Open area storage yard(s) shall comply with all requirements of the zoning and building codes of the Town.
4. The minimum capacity of storage lot shall be not less than twenty-five (25) equipment and vehicles, and said capacity shall be expressly for the purpose of storing YPD tows.
5. The Bidder shall have the capability to store indoors three Town Highway and Refuse and Recycling trucks being towed in, dimensions of: length 26 feet, 11 feet wide, 9 feet wide and 12 feet high.
6. The storage lot must be within the Town geographical boundaries at the same site as the office, to provide a convenient one stop for motorists to retrieve their equipment and vehicles with minimum inconvenience.

7. Any damage to fence and wall structures shall be repaired within 24 hours to ensure property protection for the stored/impounded equipment and vehicles.

IX. YPD EVIDENCE HOLD OR SPECIAL HANDLING REQUIREMENTS

1. The secured YPD evidence hold area must be within the Bidder's storage facility located within the Town geographical boundaries.
2. Vehicles impounded by the YPD for special investigation shall be stored when necessary in YPD evidence hold until cleared by the investigating officers, at which time the owners shall be permitted a 48 hour grace period at no charge in which to remove the vehicles from storage. Under no circumstances shall the contents of vehicles with a YPD evidence hold be removed.
3. The area shall provide ample room for vehicle inspection, free of restriction from other vehicles, equipment, structures or other objects.
4. There must be adequate lighting and electrical power immediately available to the area. The area shall be free of pedestrian and vehicle traffic during the inspection.
5. Vehicles with YPD evidence holds shall not be touched, moved, or tampered with in any manner without the YPD's written consent.
6. Protection shall also be provided to preclude evidence contamination by employees and other individuals during normal business hours.
7. The Bidder shall not charge the Town for storage of vehicles that involve YPD evidence hold.

X. STORAGE SECURITY RESPONSIBILITY

1. The Bidder shall store all equipment and vehicles, together with all accessories and equipment and vehicles on said vehicles, and all personal property in each vehicle, in storage facilities approved by the Town for YPD tow storage. Such facility shall be located within the Town geographical boundaries.
2. The Bidder shall be held accountable for all personal property, vehicle accessories, together with the vehicle stored within its storage facility.
3. The Bidder shall not remove personal property from a stored vehicle. If the registered owner removes personal property from the stored vehicle, the Bidder shall maintain proper documentation of such and will provide a receipt to the registered owner. The Bidder shall immediately notify the YPD if contraband, weapons or hazardous materials are found in the vehicle(s).

4. No vehicle impounded/stored at the direction of the YPD shall be released, sold or dismantled without written approval from the YPD.

XI. BUSINESS OFFICE

1. The Bidder must have one (1) specific main business location located within the Town geographical boundaries at which vehicles are released. The Bidder must be able to demonstrate experience and expertise with providing tow service to public agencies prior to the start of this Agreement. If telephones are the means of communication for receipt of calls from the YPD, Bidder shall provide a list of telephone numbers to be called in order of priority, and immediately upon any change in such telephone numbers, or in the priority thereof, shall notify the YPD in writing with the effective date of the change.
2. The Bidder shall have a staffed office within the Town geographical boundaries. The business office shall be staffed by a person who has the authority to conduct business and make decision on behalf of the Bidder for administrative purposes and release of vehicles, file and maintain documents, and answer questions from the public; both in person and on the phone, and/or electronically by e-mail.
3. The office shall be staffed and open for business Monday through Friday 8:00AM to 5:00PM. Hours and charges shall be posted for public view in an unobstructed area inside the office. A rate card for YPD tows shall be given to each motorist retrieving their vehicle.
4. During business hours, the Bidder's office staff shall release any vehicle, upon payment of fees, within twenty (20) minutes. After business hours, a person waiting to take possession of his/her vehicle shall wait no longer than thirty (30) minutes for response from the Bidder.
5. Employees of Bidders are to provide good customer service at all times.

XII. CHARGES FOR TOWING AND RELATED SERVICE

1. Tow and storage rates shall be posted conspicuously in public view, and a hand out displaying **ALL Charges** and potential charges to be given to owner or driver of vehicle at time of tow and again in vehicle at time of pick up. The Bidder shall provide on a post card an accounting of the rate schedule to be given without request to the motorist. This is to insure no misunderstanding between the Bidder and the motorist with regards to rates charged.
2. The Bidder agrees to provide the following service under this Agreement at the rates established and updated periodically by the Town. Payment of cash or credit card with proper identification will be accepted by the Bidder on calls for any service provided

Towing of equipment and vehicles weighing less than 10,000 lbs (cars, vans & light trucks)

Weekdays 8:00 AM to 5:00 PM	\$135.00
Weekday Nights 5:00PM to 8:00 AM and weekends	\$150.00

Holidays	\$160.00
Winching/Recovery and Waiting	\$95.00 per hour
Extra Employee	\$75.00 per half hour
Service Call (Gas, Jump, etc.)	\$70.00
Holiday Service Call	\$75.00
Second Truck Needed	Service call plus recovery fee.
Towing Large Vehicles (over 10,000 lbs.)	Reasonable fee at the discretion of the tow operator

STORAGE FEE. After the first 24 hours (based on 24 hours or any part thereof) \$55.00 per day.

RECOVERY & WAITING: Allowed to charge full hour \$95.00 for more than thirty (30) minutes on first hour only. After the First Hour, \$75.00 for every 30 minutes.

3. In the event that the YPD errs in impounding a vehicle, or for any other reason in the YPD's sole discretion concludes a vehicle should be released without any charges, the Bidder shall release the vehicle immediately by the Bidder without charge upon request by the Chief of Police.
4. The Bidder must honor "no charge" or "reduced charge" towing fee waivers at the request of the Chief of Police.

XIII. FREE SERVICE PROVIDED TO THE TOWN

Towing Service for Town-Owned Equipment and vehicles

The Bidder shall tow free of charge any YPD or Town Trucks disabled within the Town geographical boundaries. In addition, the Bidder shall provide to any Town employee free jump start and assistance with winching.

IX. RECORDS AND REPORTING

1. The Bidder shall maintain an accurate record of all vehicles towed pursuant to this Agreement.
2. The Bidder shall maintain records of all tow services furnished. The records shall be maintained at the Bidder's place of business for six (6) years.
3. Invoices shall, at a minimum, include a description of each vehicle, nature of service, start time, end time, location of call and itemized costs of towing and storage.
4. The Bidder shall file any required reports and notifications with the NYS Department of Motor Vehicles in the manner required by law.
5. All records for YPD impounds and storage shall be maintained in jacket files, segregated from any other files.
6. The YPD may inspect all operator records without notice during normal business hours.
7. Operator shall permit the YPD to make copies of business records at their place of business, or to remove business records for the purpose of reproduction. The YPD shall provide a receipt for any (original) record removed from the place of business.

8. Records shall be maintained and available for inspection for six (6) years.
9. Failure of the Bidder to comply with the inspection requirements shall be cause for suspension.
10. The Bidder shall record its time in and time out on every official assignment. Such records shall be made available and open to examination by the Town.
11. The Bidder shall submit a report of released vehicles to the YPD upon reasonable request. The report shall contain the following information for each vehicle:

- Date vehicle was towed and beginning date of storage period
- Date and time of release
- Vehicle year
- Vehicle make
- Vehicle model
- License plate state and number
- Vehicle identification number
- Name, address and telephone number of persons to whom released
- Proof of identity provided
- Name of employee releasing vehicle

12. Bidder shall submit a monthly report to the YPD which shall include the following information:

- Total police impounds
- Number of times dispatched by the YPD
- Number of YPD calls resulting in impounds
- Number of calls answered in which time beyond one (1) hour was required to handle
- Date and time of tow

X. DISCIPLINARY ACTION

1. If a complaint is determined to be sustained, and the circumstances or prior record show cause for a suspension or termination of the Bidder's service, the officer investigating the complaint will present the facts to the Chief of Police with a recommendation for disciplinary action.
2. The Chief of Police will review the facts and the recommendations. Upon doing so, the Chief of Police will either concur with the recommendation or determine another course of action
3. If the Chief of Police arrives at a decision to suspend or terminate the service of the Bidder, the decision will be forwarded as a recommendation to the Town Supervisor, whose decision will be final.
4. The Bidder shall receive a copy of the Chief of Police's recommendation at the time it is forwarded to the Town Supervisor, and shall have ten (10) calendar days to respond in writing to the Town Supervisor.
5. After consideration of the Chief of Police's recommendation and any timely written submission of the tow operator, the Town Supervisor shall issue a written submission of whether he concurs with the decision to suspend or terminate at the Bidder's service. The Bidder will be promptly notified in writing of the impending disciplinary action.

XL. TERMINATION

The Town may terminate any agreement during its term without cause by providing a seven (7) day written notice to the Bidder. This Agreement may be terminated for cause by the Town upon the occurrence of any one or more of the following events:

1. Failure of the Bidder to comply with any of the provisions of this Agreement;
2. Failure of the Bidder to maintain clean, orderly, and secure storage facilities;
3. Repeated failure of the Bidder to answer service calls within the agreed upon response time;
4. Commission, by the owner or operator of the Bidder, of any unlawful, false, fraudulent, deceptive or dangerous act while conducting its towing operation business;
5. Removal by the Bidder, prior to police arrival, of a vehicle involved in a collision where, as a result of the collision, a person suffered death or injury; or where the driver of one of the vehicles involved in the collision, or any of the passengers of a vehicle involved in the collision, was under the influence of an intoxicant of any nature; or where there is evidence that the vehicle to be towed was involved in a hit-and-run collision;
6. Insurance coverage as required herein has either been withdrawn or lapsed, or is not in force for any reason;
7. Dissolution of business or bankruptcy;
8. For assignment of this agreement, or any right or interest stated therein, without the prior written consent of the Town;
9. For any substantial or recurring deviation from the Town's approved schedule of rates;
10. Failure of the franchise bidder to maintain satisfactory service to the public, or for the failure to keep any towing vehicle in a safe condition and good repair; and/or
11. Failure to comply with any requirement of the YPD.

XII. NON-ASSIGNABILITY

1. The Bidder may not transfer or assign this Agreement without the express written consent of the Town.

XIII. INSURANCE.

1. At the time that this Agreement is fully executed, the Bidder shall obtain and, at all times, carry and maintain:
 - (i) Comprehensive General Liability Insurance in policy limits of not less than \$1,000,000.00 Combined Single Limit for bodily injury and property damage, including property and products in the amount of \$2,000,000.00 per occurrence and umbrella liability insurance with a \$10,000,000 limit, insuring against
 - Claims for damages due to bodily injury or death of any person.
 - Claims for damages due to injury to, or destruction of, tangible property, including loss of use therefrom.
 - Such insurance shall be written on an occurrence form with limits of \$1,000,000 combined single limit each occurrence and \$2,000,000 for

- the aggregate of all occurrences within each policy year.
- (ii) Worker's Compensation, Disability and Employee's Liability covering the Town according to statutory limits.

- Copies of all insurance policies required in this Section shall be issued by a Best A Insurance Carrier for primary coverage and by at least a Best A- Insurance Carrier for any excess liability coverage and shall name the Town as an Additional Insured on the insurance policies, and shall be furnished to the Town. The insurance provided by Bidder shall be primary and non-contributory.

- All policies of insurance obtained pursuant to this Agreement shall:

(i) provide that each shall not be cancelled unless thirty (30) days prior written notice is provided to the Town, except in the case of cancellation for non-payment of premium for which ten (10) days prior written notice shall be provided to the Town.

XV. INDEMNIFICATION

To the fullest extent permitted by law, the Bidder shall defend, indemnify and hold the Town, its employees, officials, agents and representatives harmless from and against any and all obligations, lawsuits, injuries, liens, demands, liabilities, judgments, penalties, investigation costs, claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the Bidder's performance of this Agreement.

XIV. MISCELLANEOUS

1. Notices. All notices and other communications hereunder shall be in writing, signed by the party giving the same or by its attorneys, and shall be deemed to have been duly given if: (a) delivered to an overnight delivery service with receipt for delivery, or (b) deposited in the United States mail, postage prepaid, certified with return receipt requested, or (c) transmitted by facsimile or electronic mail, provided that such facsimile transmission or electronic mail is confirmed and within one (1) business day thereafter the notice or other communication is given in the manner set forth in either clause (a) or (b) of this sentence; provided, however, that the time period in which a response to any such notice, election, demand or request must be given shall commence on the date of receipt thereof. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall constitute receipt. Any such notice, election, demand, request or response shall be addressed to the respective parties as follows (or to such other address or party as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address or addresses shall only be effective upon receipt):

If to Town: Diana L. Quast
Town Clerk
Yorktown Town Hall
363 Underhill Avenue
Yorktown, NY 10598
914-962-5722 x. 208

If to Bidder: _____

All Notices (i) shall be deemed given upon the date of receipt of such Notice or refusal to accept delivery of such Notice and (ii) may be given either by a party hereto or by such party's attorney set forth above.

2. Severability And Construction. Each provision of this Agreement shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses. Moreover, if one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity, subject or otherwise so as to be unenforceable at law, such provision shall be construed by the appropriate judicial body by limiting or reducing it, so as to be enforceable to the maximum extent compatible with the then-Applicable Law.
3. Binding Effect. The terms and covenants set forth in this Agreement shall bind, inure to the benefit of and be enforceable by the Parties' respective heirs, successors, assigns, executors, administrators, legal representatives and transferees.
4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York. Any claims or legal actions by one party against the other arising out of the relationship between the parties contemplated herein (whether or not arising under this Agreement) shall be governed by the laws of the State of New York and shall be commenced and maintained exclusively in the Supreme Court of New York, located in the State of New York and County of Kings. Both parties hereby submit to the jurisdiction and venue of such court.

5. Counterparts. This Agreement may be executed with counterpart facsimiles/electronic, pdf signatures, which shall constitute an original.

Dated: _____
February 2, 2016

TOWN OF YORKTOWN

By: _____
Name: Michael Grace
Title: Supervisor

By: _____
Name:
Title:

NON-COLLUSIVE BIDDING CERTIFICATION

Made pursuant to Section 103-d of the General Municipal Law of the State of New York.

By submission of this bid, Bidder and each person signing on behalf of Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her 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 Bidder and will not knowingly be disclosed by 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.

A bid shall not be considered for award nor shall any award be made where (1) (2) and (3) above, have not been complied with; provided, however, that if in any case Bidder cannot make the foregoing certification, Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

Dated: _____

Bidder: _____
(Legal name of person, firm or corporation)

By: _____
(Signature)

(Please Print Name)

(Title)

State of New York)
County of _____)ss.:

On the ____ day of _____ in the year 200__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Notary Public)