

TOWN OF YORKTOWN
REQUEST FOR BIDS: CAMP BUS BID – 2023

The Bid Documents consists of the following:

- **Part One: Summary of Bid, and Bid Proposal Form**
- **Part Two: General Terms and Conditions of Bid**
- **Part Three: Specifications**
- **Non-Collusive Bidding Certificate**

A completed bid will consist of

1. One copy of the **Bid Proposal Form**, signed on behalf of Bidder with information for all blanks supplied, and a detailed listing of any exceptions from any of the bid documents taken by Bidder
2. Any additional information required in the specifications;
3. A signed Non-Collusive Bidding Certificate;

All completed bids must be labeled “Bid: Transportation for Town Camp Programs” and must be accompanied by a non-collusive bidding certificate. **All completed bids must be mailed to the Town Clerk at the below address no later than 10:30 a.m. on Thursday, April 13, 2023.**

No interpretation of the meaning of the bid document will be made to any bidder orally. Any request for such interpretation shall be made not later than five (5) working days prior to the date fixed for the opening of bids and must be made in writing, addressed to:

Diana Quast, Town Clerk
Town of Yorktown
363 Underhill Ave.
Yorktown Heights, NY 10598

Notice of any and all such interpretations and any supplemental instructions will be served upon all bidders of record by the Town Clerk in the form of addenda to the bid specifications. All addenda so issued shall become a part of the bid document.

Interpretation of the bid specification shall be decided by Town Clerk. The Town Clerk’s decision shall be final and binding on all parties.

If the bid is awarded by Town, the Town Clerk will notify the successful bidder in writing. The Town Board’s resolution awarding the bid and all of the documents herein (which shall be deemed

incorporated) shall constitute a contract between the successful bidder and the Town of Yorktown. Within 5 business days of Contractor's receipt of award notification (presumed to be received five days after postmark), Contractor shall submit insurance certificates to the Town's contact person on this bid.

Such insurance certificates must meet the requirements of the bid.* Contractor shall also submit a completed W-9 form. Upon the Town's receipt and acceptance of the insurance certificates, the Town shall notify the Contractor that work may commence. Such notification shall be made in writing by email. If the Contractor fails to timely submit satisfactory insurance certificates, this failure shall constitute grounds for rescission by the Town of the Contract, and shall authorize the Town to award the bid to the next lowest responsible bidder.

Work shall not commence until the insurance certificates have been accepted by the Town.

*Insurance requirements (See specifications section for amounts)

- Certificate of Insurance naming town as added insured – **ACORD form or equivalent.**
- certificates showing workers' comp and disability insurance –**For Worker's Comp, provide C-105.2 form or CE-200 exemption form is required. SI-12 form is required if self-insured. For Disability, provide DB-120.1 form, or, if exempt, a CE-200 form. DB-155 is required if self-insured.**

PART ONE

SUMMARY OF BID

The Town of Yorktown seeks bids from qualified parties to enter into a contract for **transportation for the Town's camp programs**, the specifications of which are more fully set forth in Part Three of this document.

Bidders should, before submitting a bid, carefully examine and understand the contents of each Part of this bid package including the Summary of Bid, Specifications, General Terms and Conditions (and any Appendices), the Non-Collusive Bidding Certificate. These documents set forth the character and quality of the work and materials to be provided by the bidder, and the conditions and terms of the contract. The Contract is to begin on June 19, 2023, and terminate on August 4, 2023.

The terms of the Notice to Bidders, Summary of Bid, Specifications, General Terms and Conditions and any Appendices, Non-Collusive Bidding Certificate, are specifically incorporated into the Bid and the Contract executed by successful bidder.

Bidders shall have seven (7) business days prior to the bid opening date to bring to the attention of the Town Clerk any errors or defects in these specifications which would prevent Bidder from providing a responsive bid.

Bidder must be fully qualified to perform the work specified in the Specifications. Town reserves the right to request references from other parties for which Bidder has performed similar work.

All pages of the bid proposal form must be stapled together, filled out completely, and returned to the Town Clerk.

NAME OF BIDDER (print): _____

Town of Yorktown

**REQUEST FOR BIDS:
CAMP BUS BID 2023**

BID PROPOSAL FORM

See part three for Additional Specifications

SECTION I. A, B, & C: SCHOOL BUSES

A. Swimming Program – (For the Section 1.A. bus proposal, at least one (1) bus must be able to accommodate 78 children)

Dates: Daily (Tuesday - Friday) Tuesday, June 27, 2023 - Friday, July 28, 2023. The total price must incorporate the cost, if any, for any possible rain cancellation(s). The Town will provide as much advance notice of any cancellation as practicable.

(No program: Monday, June 27 or Monday, July 4 and if called for inclement weather) – 23 days total

- 1. Destination: French Hill Elementary (2051 Baldwin Rd) (FHE) to Junior Lake Pool
- Times: Leave FHE 9:15am
- Return to FHE 10:15am
- Leave FHE 10:30am
- Return to FHE 11:45am

Maximum Total Bus: 3 Price Per Bus \$_____

- 2. Destination: **Thomas Jefferson Elementary School (3636 Gomer Street) (TJ)** to Shrub Oak Pool
- Times: Leave TJ 12:15pm
- Return to TJ 1:15pm
- Leave TJ 1:30pm
- Return to TJ 2:45pm

Maximum Total Bus: 2 Price Per Bus \$_____

All pages of the bid proposal form must be stapled together, filled out completely, and returned to the Town Clerk.

NAME OF BIDDER (print): _____

B. Extended Day Program - Largest Passenger School Buses (bus must be able to accommodate 78 children)

Dates: Daily (Monday - Friday) Tuesday, June 27, 2023 - Friday, July 28, 2023 (*No program Monday, July 4*) - **23 days total**

Destination: Thomas Jefferson Elementary School to French Hill Elementary School (1 Bus)

Time: Leave Thomas Jefferson Elementary School at 3:00 pm

Maximum Total Bus: 1

Price Per Bus \$_____

Bid will be awarded based on total combined season quote of Section 1.A. + 1.B.

All pages of the bid proposal form must be stapled together, filled out completely, and returned to the Town Clerk.

NAME OF BIDDER (print): _____

C. **Travel Camp School Busing - Largest Passenger School Bus.** (All buses provided must be able to accommodate 45 children) NOTE: *Trips may swap dates due to booking arrangements*

Some trips have price requests for both Coach Buses and School Buses. For those trips, the Town will make a decision to select either school buses or coach buses after reviewing all bids.

1. Destination: Hilltop Hanover
Depart: Lakeland Copper Beech Middle School – 9:00 AM
Return: Lakeland Copper Beech Middle School - 4:00 PM
Date: Monday, July 3, 2023

2. Destination: Boundless Adventures – Purchase, NY
Depart: Lakeland Copper Beech Middle School – 9:00 AM
Return: Lakeland Copper Beech Middle School - 4:00 PM
Date: Wednesday, July 5, 2023

Maximum Total Buses: 1 Price per bus \$ _____

3. Destination: The Cave- 13 Stony Hill Rd, Bethel, CT 06801
Depart: Lakeland Copper Beech Middle School – 9:00 AM
Return: Lakeland Copper Beech Middle School - 3:00 PM
Date: Thursday, July 6, 2023

Maximum Total Buses: 1 Price per bus \$ _____

4. Destination: Six Flags New England - Agawam, MA
Depart: Lakeland Copper Beech Middle School – 9:00 AM
Return: Lakeland Copper Beech Middle School - 7:00 PM
Date: Monday, July 10, 2023

Maximum Total Bus: 1 Price per bus \$ _____

All pages of the bid proposal form must be stapled together, filled out completely, and returned to the Town Clerk.

NAME OF BIDDER (print): _____

5. Destination: Splashdown, 16 Old Route 9 W, Fishkill, NY 12524
Depart: Lakeland Copper Beech Middle School – 9:00 AM
Return: Lakeland Copper Beech Middle School - 4:00 PM
Date: Tuesday, July 11, 2023

Maximum Total Bus: 1 Price per Bus \$_____

6. Destination: Legoland, 1 Legoland Blvd, Goshen, NY 10924
Depart: Lakeland Copper Beech Middle School - 9:00 AM
Return: Lakeland Copper Beech Middle School - 4:00 PM
Date: Wednesday, July 12, 2023

Maximum Total Bus: 1 Price per Bus \$_____

7. Destination: Dorney Park – Allentown, PA
Depart: Lakeland Copper Beech Middle School - 9:00 AM
Return: Lakeland Copper Beech Middle School - 8:00 PM
Date: Thursday, July 13, 2023

Maximum Total Bus: 1 Price per Bus \$_____

8. Destination: Club Getaway, 59 S. Kent Rd. Kent, CT 06757
Depart: Lakeland Copper Beech Middle School – 9:00 AM
Return: Lakeland Copper Beech Middle School - 6:00 PM
Date: Monday, July 14, 2023

Maximum Total Bus: 1 Price per Bus \$_____

9. Destination: Maritime Aquarium – Norwalk, CT
Depart: Lakeland Copper Beech Middle School - 9:00AM
Return: Lakeland Copper Beech Middle School - 3:00 PM
Date: Tuesday, July 18, 2023

Maximum Total Bus: 1 Price per bus \$_____

All pages of the bid proposal form must be stapled together, filled out completely, and returned to the Town Clerk.

NAME OF BIDDER (print): _____

10. Destination: Hilltop Hanover
Depart: Lakeland Copper Beech Middle School – 9:00 AM
Return: Lakeland Copper Beech Middle School – 3:00 PM
Date: Wednesday, July 19, 2023

Maximum Total Buses: 1 Price per bus \$_____

11. Destination: Adventure Park, 1700 Post Rd #16, Fairfield, CT
Depart: Lakeland Copper Beech Middle School - 9:00AM
Return: Lakeland Copper Beech Middle School - 4:00 PM
Date: Thursday, July 20, 2023

Maximum Total Bus: 1 Price per bus \$_____

12. Destination: Lake Compounce – Bristol, CT
Depart: Lakeland Copper Beech Middle School - 9:00AM
Return: Lakeland Copper Beech Middle School - 7:00 PM
Date: Monday, July 24, 2023

Maximum Total Bus: 1 Price per bus \$_____

13. Destination: Playland – Rye, NY
Depart: Lakeland Copper Beech Middle School – 9:30 AM
Return: Lakeland Copper Beech Middle School - 3:30 PM
Date: Tuesday, July 25, 2023

Maximum Total Bus: 1 Price per Bus \$_____

14. Destination: Quassy, 2132 Middlebury Rd. Middlebury, CT
Depart: Lakeland Copper Beech Middle School - 9:00 AM
Return: Lakeland Copper Beech Middle School – 6:00 PM
Date: Wednesday, July 26, 2023

Maximum Total Bus: 1 Price per Bus \$_____

All pages of the bid proposal form must be stapled together, filled out completely, and returned to the Town Clerk.

NAME OF BIDDER (print): _____

15. Destination: Six Flags, NJ- 1 Six Flags Blvd, Jackson, NJ 08527
Depart: Lakeland Copper Beech Middle School - 9:00 AM
Return: Lakeland Copper Beech Middle School - 4:00 PM
Date: Thursday, July 27, 2023

Maximum Total Bus: 1 Price per Bus \$_____

The following trips are potential **substitute** trips for the dates listed above.

17. Destination: Palisades Mall
Depart: Lakeland Copper Beech Middle School - 9:00 AM
Return: Lakeland Copper Beech Middle School - 3:00 PM

Maximum Total Buses: 2 Price per bus \$_____

18. Destination: Regal Cinema- Mohegan Lake
Depart: Lakeland Copper Beech Middle School - 9:00 AM
Return: Lakeland Copper Beech Middle School - 3:00 PM

Maximum Total Buses: 2 Price per bus \$_____

19. Destination: Sport Center of CT – Shelton, CT
Depart: Lakeland Copper Beech Middle School - 9:00 AM
Return: Lakeland Copper Beech Middle School - 3:30 PM

Maximum Total Bus: 2 Price per bus \$_____

20. Destination: Monster Mini Golf – Danbury, CT
Depart: Lakeland Copper Beech Middle School - 9:00 AM
Return: Lakeland Copper Beech Middle School - 3:00 PM

Maximum Total Buses: 2 Price per bus \$_____

All pages of the bid proposal form must be stapled together, filled out completely, and returned to the Town Clerk.

NAME OF BIDDER (print): _____

21. Destination: Sportime USA – Elmsford, NY
Depart: Lakeland Copper Beech Middle School - 9:15 AM
Return: Lakeland Copper Beech Middle School - 3:00 PM

Maximum Total Bus: 2 Price per bus \$_____

23. Destination: Hudson Valley Renegades – Wappingers Falls, NY
Depart: Lakeland Copper Beech Middle School – 9:00 AM
Return: Lakeland Copper Beech Middle School - 4:00 PM

Maximum Total Bus: 2 Price per bus \$_____

24. Destination: Golf Quest – Brookfield, CT
Depart: Lakeland Copper Beech Middle School – 9:00 AM
Return: Lakeland Copper Beech Middle School - 3:00 PM

Maximum Total Bus: 2 Price per bus \$_____

25. Destination: Medieval Times – Lyndhurst, NJ
Depart: Lakeland Copper Beech Middle School – 9:00 AM
Return: Lakeland Copper Beech Middle School - 4:00 PM

Maximum Total Bus: 2 Price per bus \$_____

26. Destination: Fireball Mountain – Wrightstown, NJ
Depart: Lakeland Copper Beech Middle School – 9:00AM
Return: Lakeland Copper Beech Middle School – 3:30 PM

Maximum Total Bus: 2 Price per bus \$_____

SECTION II. Coach Busing – Travel Camp

Some trips have price requests for both Coach Buses and School Buses – see Section I.C.. For those trips, the Town will make a decision to select either school buses or coach buses after reviewing all bids.

Coach buses MUST BE able to seat 55 Passengers.

All pages of the bid proposal form must be stapled together, filled out completely, and returned to the Town Clerk.

NAME OF BIDDER (print): _____

Dates: Dates may change due to weather. Trips not in Date Order Below.

1. Destination: Lake Compounce – Bristol, CT
Depart: Lakeland Copper Beech Middle School - 9:00AM
Return: Lakeland Copper Beech Middle School - 7:00 PM
Date: Monday, July 24, 2023

Maximum Total Bus: 1 Price per Bus \$_____

2. Destination: Club Getaway – Kent, CT
Depart: Lakeland Copper Beech Middle School - 9:00 AM
Return: Lakeland Copper Beech Middle School – 6:00 PM
Date: Monday, July 17, 2023

Maximum Total Bus: 1 Price per Bus \$_____

3. Destination: Six Flags Great Adventure – Jackson, NJ
Depart: Lakeland Copper Beech Middle School – 9:00 AM
Return: Lakeland Copper Beech Middle School - 7:00 PM
Date: Thursday, July 27, 2023

Maximum Total Buses: 1 Price per bus \$_____

4. Destination: Six Flags New England - Agawam, MA
Depart: Lakeland Copper Beech Middle School – 9:00 AM
Return: Lakeland Copper Beech Middle School - 7:00 PM
Date: Monday, July 10, 2023

Maximum Total Bus: 1 Price per bus \$_____

5. Destination: Legoland-Goshen, NY
Depart: Lakeland Copper Beech Middle School – 9:00 AM
Return: Lakeland Copper Beech Middle School - 6:00 PM
Date: Wednesday, July 12, 2023

Maximum Total Bus: 1 Price per Bus \$_____

All pages of the bid proposal form must be stapled together, filled out completely, and returned to the Town Clerk.

NAME OF BIDDER (print): _____

- 7. Destination: Dorney Park – Allentown, PA
- Depart: Lakeland Copper Beech Middle School - 8:30 AM
- Return: Lakeland Copper Beech Middle School - 8:00 PM
- Date: Thursday, July 13, 2023

Maximum Total Bus: 1 Price per Bus \$_____

The Town reserves the right to award the bid(s) on a lowest cost per trip, lowest cost per section basis, a lowest cost for a group of sections basis or the lowest cost for a total bid (Section I: School Buses - Section II: Coaches).

Effective June 2012, the Town may award a bid based on either Lowest Responsible Bid or Best Value, in accordance with the 2012 amendments to General Municipal Law § 103, as implemented by Yorktown Town Code Chapter 78 (copies available at the Town Clerk’s Office).

All of Bidder’s costs must be factored into and incorporated in the bid price above.

BIDDER: you are required to write the name of your company on every page of your bid proposal.

The undersigned, on behalf of the bidder, certifies that:

- (1) the person whose signature appears below is legally empowered to bind the company in whose name the bid is entered;
- (2) Bidder 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 become part of the contract;
- (4) by submitting its bid, Bidder agrees to all the terms of this Bid document;
- (5) mistakes in writing of the submitted bid will be the Bidder’s responsibility; and
- (6) by submitting a bid, Bidder/Contractor (or any approved assignee) certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to the New York State Iran Disinvestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at <http://ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to

All pages of the bid proposal form must be stapled together, filled out completely, and returned to the Town Clerk.

NAME OF BIDDER (print): _____

the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

BIDDER'S NAME (print): _____

Signed:

Signature of authorized person

Print or type clearly:

NAME of authorized person: _____

TITLE of authorized person: _____

ADDRESS(ES) FOR NOTICES:

BEFORE AWARD:

NAME of authorized person:

TITLE of authorized Person:

Street

Street Address, State and Zip:

Phone: _____

Fax: _____

Email: _____ @ _____

AFTER AWARD, if different:

NAME of authorized person:

TITLE of authorized Person:

Street Address, State and Zip:

Phone: _____

Fax: _____

Email: _____ @ _____

– END OF BID PROPOSAL FORM –

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PART TWO

GENERAL TERMS AND CONDITIONS OF BID

<u>Article Numbers</u>	<u>Heading</u>
I.	INTERPRETATION AND APPROVAL
II.	NON-COLLUSION
III.	BID QUOTATIONS
IV.	LATE BIDS
V.	BID OPENING
VI.	ACCEPTANCE OR REJECTION
VII.	AWARD
VIII.	NOTICES
IX.	DAMAGES
X.	GUARANTEE
XI.	COVER CLAUSE
XII.	ASSIGNMENT PROHIBITED
XIII.	SPECIAL REQUIREMENTS
XIV.	TERMINATION
XV.	QUALIFICATIONS

I. **Interpretation and Approval**

No interpretation of the meaning of the bid document will be made to any bidder orally. Any request for such interpretation shall be made not later than five (5) working days prior to the date fixed for the opening of bids and must be made in writing, addressed to:

Diana Quast, Town Clerk
Town of Yorktown
363 Underhill Ave.
Yorktown Heights, NY 10598

Notice of any and all such interpretations and any supplemental instructions will be served upon all bidders of record by the Town Clerk in the form of addenda to the bid specifications. All addenda so issued shall become a part of the bid document. Interpretation of the bid specification shall be made by Town Clerk, based on consultation with appropriate Town personnel. Bidders shall not contact any personnel other than the Town Clerk prior to bid opening. The Town Clerk's interpretation shall be final and binding on all parties.

II. **Non-Collusion**

Bidder shall certify that it has complied with all of the requirements stated in the non-collusive bidding certificate by signing the Non-Collusive Bidding Certificate. Failure by Bidder to complete and sign the non-collusive bidding certificate will constitute grounds for rejection of the bid proposal by Town.

III. **Bid Quotations**

Bid prices shall be set forth in ink or typed, in increments as indicated on the bid proposal form (for example, hourly rate).

IV. **Late Bids**

Bid proposals that arrive after the time stated for the opening of bids shall not be accepted, and will be returned to Bidder unopened. Whether sent by mail or by means of personal delivery, Bidder assumes responsibility for having its bid delivered on time at the place specified in the legal notice.

V. **Bid Opening**

Sealed Bids will be publicly opened on the date and time specified in the notice included in the bid documents. Bids may be read aloud to those persons present when practicable. Any Bidder may request to review the bid proposals submitted by arranging a mutually convenient time when bids may be reviewed with the Town Clerk. If Town Hall is closed for business at the time scheduled for bid opening, for whatever reason, sealed bids will be accepted and opened on the next scheduled and open business day, at the originally scheduled time.

VI. **Acceptance or Rejection**

The Town reserves the sole right to waive any informality, to reject any or all bids, and Town's decision shall be final and binding on all parties. Bidder should be aware that any required information which is not supplied or any exception taken to any of the bid documents may, at Town's option, render such bid non-responsive.

VII. Award

Awards will be made to the responsible bidder submitting the lowest bid that fully complies with all the specifications stated in the bid document, or on the basis of Best Value in accordance with Section 103 of the General Municipal Law. The Best Value option has been adopted by the Town of Yorktown, and is codified in Chapter 68 of the Yorktown Town Code. Town reserves the right to make awards within sixty (60) days after the date of the bid opening, during which period bids may not be withdrawn, unless Bidder expressly states in its bid that acceptance thereof must be made within a shorter specified time. Town reserves the right to reject all bids and to purchase any or all items on contracts awarded by agencies or departments of the State of New York or of the County of Westchester, if such items can be obtained on substantially the same terms, conditions, specifications, and at a lower price.

VIII. Notices

If the bid is awarded by Town, the Town Clerk will notify the successful bidder in writing at the address provided by the successful bidder in the Bid Proposal Form. The Town Board's resolution awarding the bid and all of the documents herein (which shall be deemed incorporated), including a Bid Bond, if required, in form satisfactory to the Town Attorney, shall constitute a contract between the successful bidder and the Town of Yorktown. Within 5 business days of Contractor's receipt of award notification (presumed to be received five days after postmark), Contractor shall submit to the Town Clerk the following:

1. Insurance certificates meeting the requirements of this bid package.
2. If a Bid Bond has been required and a Performance Bond and/or Labor and Materials Bond is also required, the Contractor awarded the bid shall submit such bonds and the Town Clerk will return the Bid Bond.
3. A completed W-9 form must be submitted with first invoice.

Upon the Town's receipt and acceptance of the insurance certificates and bonds, if applicable, the Town shall notify the Contractor of the date and time when work shall commence. If the Contractor fails to timely submit satisfactory insurance certificates and bonds, if required, this shall constitute grounds for rescission by the Town of the Contract, and shall authorize the Town to award the bid to the next lowest responsible bidder or to the next bidder eligible under the Best Value approach. Work shall not commence until the insurance certificates have been accepted by the Town.

IX. Damages

Bidder shall be fully responsible for performance of work in a satisfactory manner with satisfactory results in the discretion of the Town. With respect to bid items Town will not consider the carrier responsible for damaged or delayed deliveries. Any bid item damaged or broken when delivered to Town shall be replaced immediately by Bidder. With respect to performance of work, Contractor shall correct any deficiencies immediately. Town shall notify Bidder of damaged material or defective or unsatisfactory work in writing within ten (10) business days from the date of delivery or date of performance of work.

X. Guarantee

By submitting its bid, Bidder is deemed to warrant and guaranty as follows:

- A. All services rendered and work performed under this bid shall be rendered and performed in a

workmanlike manner in accordance with the general standards of the trade. All work shall be performed by competent and skilled workers and in accordance with good trade practices and all applicable codes. By submitting its bid, the Bidder warrants that it is experienced in, is capable of, and is fully familiar with the work to be performed and the work site.

XI. Cover Clause

If Bidder fails to perform as ordered, or within the time specified, or within reasonable time as interpreted by Town, or fails to make replacement of rejected or defective services, whether so requested immediately or as directed by Town, Town may purchase services from other sources to take the place of the goods or services rejected found defective or not delivered. Town reserves the right to authorize immediate purchase (within 24 hours) from other sources against rejections on any contract when necessary. On all such purchases Bidder agrees to reimburse Town promptly for excess costs occasioned by such purchases. Should the cost be less, Bidder shall have no claim to the difference. Such purchases may be deducted from the outstanding invoices or claims, or charged back against future invoices.

XII. Assignment Prohibited

Bidder shall not assign, transfer, convey, sublet, subcontract or otherwise dispose of the contract or its right, title, or interest therein, or its power to execute such contract, to any other person, or entity without the prior written consent of Town.

XIII. Special Requirements

Special requirements for any bid proposal may supersede and/or be added to any provision contained in the instructions noted above. These instructions are to be considered an integral part of all bid proposals.

XIV. Termination

If Bidder does not comply with the Specifications stated herein, Town reserves the right to terminate the Contract upon failure to comply with the Contract within ten (10) days of notice provided to Bidder.

XV. Qualifications

1. All drivers must be 19A certified and comply with all Federal and State DOT regulations.
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 vehicles it intends on utilizing in the performance of this Agreement 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 Town. 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 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.
5. 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 Yorktown Parks and Recreation Department 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 Yorktown Parks and Recreation Department with an updated list of drivers within seven (7) calendar days following date of change.
6. 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.

PART THREE
A. GENERAL SPECIFICATIONS

1. Bidder shall be currently involved in the performing of the same type of services as are being bid herein.
2. Bidder must demonstrate that it is a responsible organization possessing adequate financial resources to accomplish the various services described herein and that it has a satisfactory record of performance and integrity.
3. **PREVAILING WAGE AND OTHER APPLICABLE LAWS:** All clauses required by law to be inserted in this Contract shall be deemed to have been inserted herein. The Contractor shall comply and ensure compliance with the following to the extent they are applicable to the work hereunder: (a) wages, and supplements for laborers, workers and mechanics as required in Labor Law Articles 8 and 9 and the PRC schedule included in this bid (if applicable); (b) non-discrimination and equal opportunity as provided in Labor Law Section 220-e; (c) prevention of dust hazard as provided in Labor Law Section 222-a; (d) prohibition from participating in certain international boycotts as provided in Labor Law Section 220-f, to the extent applicable; (e) eight-hour maximum workday and five day maximum workweek, except in an emergency, as provided by Labor Law Section 220, and any other law to which this municipal contract is subject. Article 8, Section 220 of the Labor Law, as amended, provides, among other things, that it shall be the duty of the fiscal officer of the Bidder to make a determination of the schedule of wages paid to all laborers, workmen and mechanics employed on public work projects.
4. Payment will be made by the Town to the Successful Bidder (“Contractor”) after the completion of the work (or completion of work in stages, if Specifications so require) and the acceptance of the work by the Town, within sixty (60) days after submission by Contractor of an invoice or voucher, unless a different payment schedule is required by Section 106-b of the General Municipal Law. Payment shall be made after the submission of a properly itemized claim by the Contractor to the Town. All invoices must be signed in ink by an authorized agent for the Contractor. All claims submitted by the Contractor for payment shall be subject to audit and approval by the Town.

5. INSURANCE REQUIREMENTS

A. Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the Contractor shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Town certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

- 1) Commercial General Liability Policy, with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate for Bodily Injury and Property Damage, which shall not exclude coverage for:
 - A. Products/Completed Operations;
 - B. Independent Contractors;
 - C. Cross Liability (Commercial General Liability and Business Automobile Liability policies only).

Self-insured retentions or deductibles in excess of \$25,000 per occurrence or claim shall be stated

on the certificate of insurance or policy endorsement provided as proof of insurance. Town reserves the right to require proof of financial security on larger self-insured retentions or deductibles.

- 2) Automobile Liability: hired and non-owned liability coverage along with specific coverage for any owned or leased vehicles used at job site in the amount of \$1,000,000 per occurrence for Bodily Injury and/or Property Damage.
- 3) Umbrella Liability, with limits of no less than \$1,000,000 per occurrence and in aggregate on a follow-form or better basis over underlying General, Automobile, Employer's Liability and, if applicable, Professional Liability.
- 4) Worker's Compensation and Employers Liability Policy, New York statutory coverage. **C-105.2 form or CE-200 exemption form is required. SI-12 form is required if self-insured.**
- 5) Disability Insurance: statutory coverage. **DB-120.1 form, or, if exempt, a CE-200 form. DB-155 is required if self-insured.**

B. The Town of Yorktown and its assigns, officers, employees, representatives and agents shall be named as an "Additional Insured" on the policy and the Certificate of Insurance shall show this applies to the General Liability coverage on the certificate.

C. Cancellation of insurance or failure to renew insurance, if such occurs prior to the commencement of work or during the performance of work under this contract, shall constitute a material breach of this contract if not cured as described in paragraph D below. If Contractor is notified by its insurer that Contractor's general liability policy has been cancelled or will be cancelled any time within the next thirty (30) days for any reason including but not limited to nonpayment of premiums, Contractor shall immediately all cease work under this Contract, and shall give the Town of Yorktown same day or next business day written notice of such cancellation or threatened cancellation by personal delivery of such notice to the Town Clerk. A copy of such written notice shall also be sent simultaneously to the Town Attorney by personal delivery, email or facsimile transmission. Failure to provide such notice as provided herein shall constitute a material breach of the contract and in such event the Town of Yorktown may in its sole discretion withhold any payment otherwise due under the contract. The Town of Yorktown reserves the right, as a condition of final payment, to require Contractor to provide proof that Contractor maintained the required insurance throughout the performance of the work to be performed under this Contract.

D. Any policy that lapses, expires or is cancelled during the term of work shall be renewed, and proof of such renewal shall be sent by Contractor and received by the Town of Yorktown no less than ten (10) days prior to lapse, expiration or cancellation of the original policy.

E. The Town of Yorktown reserves the right to request copies of actual policies and endorsements to verify coverage.

F. The term "Contractor" as used in this section (pertaining to insurance) shall mean and include Subcontractors of every tier.

G. Each insurance policy shall be written on a primary and non-contributing coverage basis, including any self-insured retentions.

H. Tools and equipment: Contractor is responsible for insuring the value of Contractor's own tools, equipment, and materials brought, stored or operated at the job site. The Town of Yorktown is not responsible if any of these items is lost, stolen or destroyed.

I. To the extent permitted by New York law, the Contractor waives all rights of subrogation or similar rights against Town of Yorktown, assigns, officers, employees, representatives and agents.

J. The cost of furnishing the above insurance shall be borne by the Contractor; there will be no direct payment for this work. Cost will be deemed to have been included in the price bid or proposed for all scheduled items.

K. All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.

L. Each policy of insurance shall contain clauses to the effect that such insurance (except professional liability insurance, if any) shall be primary without right of contribution of any other insurance carried by or on behalf of the Town with respect to the Town's interests and that such insurance shall not be cancelled, materially changed, or not renewed for any reason, including non-payment of premium, without ten (10) days prior written notice to the Town. The Town shall have the option, in its sole discretion, to pay any necessary premiums and charge the cost back to Contractor.

M. Notwithstanding anything to the contrary in this Contract, Contractor irrevocably waives all claims against the Town for all losses, damages, claims, or expenses resulting from risks that are commercially insurable, but Contractor's provision of insurance coverage shall not in any way limit Contractor's liability under this Contract.

N. Failure to provide insurance, lack of insurance or inadequate limits of insurance does not limit in any way Contractor's obligations to reimburse injured parties.

O. Any accident occurring on Town property shall be reported to the office of the Town Supervisor as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Yorktown as soon thereafter as possible and not later than three (3) days after the date of such accident.

6. Contractor shall promptly commence work upon the written direction of the Town, provided Town has received and accepted insurance certificates from Contractor. All of the work shall be completed as per the trip schedule outlined in the Bid Proposal Form, but, in no event, later than as required in the Bid Specifications.
7. The contractor shall exercise proper precautions and safety measures in performing the work, which precautions and safety measures shall be in accordance with all applicable laws, rules and regulations. The contractor shall be responsible for the protection of persons and/or property, and shall be responsible for all injuries and/or damages to all persons and/or property, either on or off the site, which may occur in connection with the performance of the work hereunder. The Contractor shall exercise such additional safety measures as the Town may determine to be reasonably necessary, in the Town's discretion. The Contractor shall procure and pay for all permits and licenses necessary for the performance of the work hereunder.
8. The Contractor shall protect, defend, indemnify and hold the Town of Yorktown, its boards, officers, employees and agents free and harmless from and against any and all losses, penalties,

damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof; without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at Contractor's sole expense and agreed to bear all other costs and expenses related thereto, even if it (claims, etc.), is groundless, false or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the town, or its employees. This paragraph shall survive any termination or completion of performance of this Contract.

9. The Contractor shall, at its own expense, comply with all the provisions of all applicable federal, State, County, and municipal laws, rules, regulations and requirements applicable to the Contractor as an employer of labor, the performance of the work, or otherwise.
10. In the event of a material breach of this Contract by the Contractor, the Town may terminate this Contract for cause upon 5 days' notice in writing, which shall include, but is not limited to, any of the following: (1) failure by the Contractor to provide properly skilled workers or proper materials or to complete the work in accordance with the applicable schedule; (b) failure by the Contractor to pay for materials or labor in accordance with applicable agreements or requirements; (c) non-compliance with laws, rules and regulations or directions of the Town applicable to the performance of the work; (d) failure by the Contractor to maintain any required insurance or bond; (e) failure to defend and indemnify the Town in accordance with this Contract; or (f) failure by the Contractor to cure any breach of this Contract not listed above within the time required. Without limiting any other rights or remedies of the Town, in the event of termination for cause, the Town may take possession of the site and all tools, equipment, materials, and machinery thereon, and complete the work by such means and methods as it may deem appropriate.
11. The Contractor represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the Contractor to solicit or secure this Contract, and that it has not paid for or agreed to pay any person (other than payments of fixed salary to a bona fide full-time, salaried employee working solely for the Contractor) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, without limiting any other rights or remedies to which the Town may be entitled, or any civil or criminal penalty to which any violator may be liable, the Town shall have the right, in its discretion, to terminate this Contract without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission, percentage, gift or consideration.
12. No waiver of any breach of this contract shall in any way affect any other term or condition of

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this Contract or constitute a cause or excuse for a repetition of such or any other breach of this Contract.

13. All plans and other like records compiled by the Contractor in completing the work under this Contract shall become the property of the Town. The Contractor may retain copies of each such plan or record for its own use.
14. If the work includes any article or equipment for which there is a manufacturer's warranty, the Contractor shall ensure that the Town will receive the warranty documentation, and will receive the benefit of the warranty by transfer or otherwise.
15. The Contractor agrees to make no claim for damages for delay in the performance of this Contract occasioned by any act or omission to act of the Town, or any of its boards, officers, employees or representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.
16. Nothing in this Contract, express or implied, is intended to confer upon any third party any right or remedy under or by virtue of this Contract.
17. This Contract shall constitute the entire Contract between the parties regarding the subject matter hereof, shall supersede all prior understandings, whether oral or written, and shall not be amended or modified, except by a written document signed by both parties hereto stating the intent to amend or modify this Contract.
18. This Contract shall be construed and enforced in accordance with the laws of the State of New York. Any action or proceeding commenced by the Contractor in relation to this Contract or the work hereunder, in which the Town is joined as a party, shall be commenced in the courts of the State of New York and venue shall be in Westchester County.

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PART THREE, continued

B. DETAILED SPECIFICATIONS

1. The Town Clerk of the Town of Yorktown will receive bids for contracting bus service for various programs in the Yorktown Parks and Recreation Department. Bids may be made on a total per section basis, a group basis, or the total bid. **The Town reserves the right to award the bid(s) on a lowest cost per trip, lowest cost per section basis, a lowest cost for a group of sections basis or the lowest cost for a total bid** (Section I: School Buses - Camps; Section II: Coaches – Camps).
2. The term of this contract is from **June 19, 2023, and terminates on August 4, 2023**.
3. **All bid prices shall include tolls and parking for buses for each trip.** All camp buses are expected to remain on site during trip. If planned trips do not fill, the number of buses needed will be reduced. All times, dates and destinations are tentative.
4. All coaches shall have working air conditioning & DVD player.
5. Upon the award of the bus bid, the bus company must submit insurance certificates indicating coverage as provided in the General Specifications.
6. Contractor may, with prior written consent of the Town Parks and Recreation Superintendent, on an occasional basis (due to breakdown or other unforeseen circumstances), subcontract for bus services to meet the Town’s needs. The quality of subcontracted bus services shall meet or exceed the level of services provided by prime Contractor and as required in this bid.
7. Fleet requirements.
 - A. Successful bidder (“Contractor”) on coach trips shall have its own fleet of coach buses in sufficient numbers to meet the Town’s need as set forth in this bid, along with sufficient spare coach buses and additional qualified drivers to provide coach buses to the Town even in the event of sudden mechanical breakdown of a scheduled bus or unforeseen unavailability of a scheduled driver.
 - B. Successful bidder (“Contractor”) on school bus trips shall have its own fleet of school buses in sufficient numbers to meet the Town’s need as set forth in this bid, along with sufficient spare school buses and additional qualified drivers to provide school buses to the Town even in the event of sudden mechanical breakdown of a scheduled bus or unforeseen unavailability of a scheduled driver.
8. Scheduled trip date changes.
 - A. If the Town changes a trip date after the award of the bid and the Contractor has no suitable buses or qualified drivers from its own fleet or roster of drivers available on that date, the Town at its sole option may use the second lower bidder for that trip.
 - B. Alternatively, the Town may permit the Contractor to obtain substitute buses or drivers from another company under the conditions set forth hereinbelow.
9. Substitute buses or drivers from other companies.
 - A. If for a specific trip, Contractor cannot supply a bus from its own fleet for any reason (whether

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scheduled or sudden), and if Town opts not to use the second lowest bidder for that trip, the Contractor shall be permitted to subcontract for substitute bus from another company subject to the provisions herein.

- B. In such case, Contractor shall notify Town at the earliest possible time by both fax (fax # 914-245-1608 and phone call to Jim Martorano Jr or Daniel Walczewski at the Yorktown Parks Department (phone # 914-245-4650, extension 26 or 25), and
- C. During the term of this contract, the Contractor shall be permitted to provide bus substitutions from another company on *no more than two (2) occasions*. It shall be an event of default if Contractor cannot supply buses for prescheduled trips on more than two (2) occasions during the term of this Contract. It shall be the Town's sole option whether to terminate the contract in such event. The Town's decision not to exercise its option to terminate the contract on any occasion shall not operate as a waiver of this option on a future occasion.

10. Driver Qualifications.

All drivers must have met and must maintain all federal, state or local government licenses, permits, and legal requirements required for operating a bus through in-state and interstate service.

11. Vehicle Safety Standards.

All buses must meet the highest safety standards and comply with all regulations of the New York State Department of Transportation and to the extent applicable, the Federal Motor Carrier Safety Administration (FMCSA) or any successor federal agency that regulates motor carriers. Contractor must provide proof of compliance upon request by the Town.

See BID PROPOSAL FORM FOR ADDITIONAL SPECIFICATIONS.

