

PUBLIC NOTICE

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 4, 2016 at the Town Hall, 363 Underhill Avenue, Yorktown Heights, NY 10598 for qualified parties for Microfilm and Microfiche Reader/Printer Maintenance, Repair and Supplies Contract.

All bids must be accompanied by an executed non-collusion bidding certificate.

The bidder assumes the risk of any delay in the mail or in the handling of 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 bids in at the time and the place specified above.

The Town Board reserves the right to reject any or all bids and to accept that bid which it deems most favorable to the interests of the Town of Yorktown.

Bid Specifications are available in the Office of the Town Clerk at the said Town Hall, where the same may be inspected during regular office hours. Can also be viewed at www.yorktownny.org

DIANA L. QUAST
Town Clerk
Town of Yorktown

TOWN OF YORKTOWN

REQUEST FOR BIDS
ANNUAL MAINTENANCE CONTRACT: MICROFILM AND MICROFICHE
READER/PRINTER MAINTENANCE, REPAIR AND PARTS

The Bid Documents consists of the following documents:

1. **Notice to Bidders**
2. **Part One** Summary of Bid and Bid Proposal Form
3. **Part Two** Bid Specifications
4. **Part Three** General Terms and Conditions
5. **Part Four** Insurance Requirements
6. **Part Five** Option to Extend the Contract

Non-Collusive Bidding Certification

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, and a signed Option to Extend Contract;
2. Any additional information required in the specifications;
3. A signed Non-Collusive Bidding Certificate;
4. A signed Option to Extend;

REQUEST FOR BIDS

MICROFILM AND MICROFICHE
READER/PRINTER MAINTENANCE, REPAIR AND PARTS

PART ONE

SUMMARY OF BID AND BID PROPOSAL FORM

The Town of Yorktown seeks bids from qualified parties to enter into annual maintenance contract for Microfilm/Fiche Reader Printer Maintenance, Repair and Parts, the specifications of which are more fully set forth in Part Two 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 and the Option to Extend, 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 3, 2016, and terminates on June 2, 2017. The Town shall have the option to extend this contract at the same price for two (2) additional one-year terms, for a total of 3 years. The extension[s] shall be for the period June 3, 2017 through June 2, 2018 and June 3, 2018 through June 2, 2019.

The terms of the Notice to Bidders, Summary of Bid, Specifications, General Terms and Conditions and any Appendices, Non-Collusive Bidding Certificate, Option to Extend and bid forms 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.

REQUEST FOR BIDS

MICROFILM AND MICROFICHE
READER/PRINTER MAINTENANCE, REPAIR AND PARTS

BID PROPOSAL FORM

1. Minolta Microfilm Reader/Printer Model RP603Z - Town Clerk's Office

Maintenance Agreement Cost: \$ _____/year
A. All supplies, Parts, Labor, and Semi-Annual Preventive Maintenance are included in Maintenance Agreement

2. Graphix Microprint 350 - Archival and Records Center

Maintenance Agreement Cost: \$ _____/year
A. All supplies, Parts, Labor, and Semi-Annual Preventive Maintenance are included in Maintenance Agreement

3. Minolta Microfilm Reader/Printer Model RP603Z - Museum

Maintenance Agreement Cost: \$ _____/year
A. All supplies, Parts, Labor, and Semi-Annual Preventive Maintenance are included in Maintenance Agreement

4. Minolta Microfiche Reader/Printer Model RP609Z - Building Department

Maintenance Agreement Cost: \$ _____/year
A. All supplies, Parts, Labor, and Semi-Annual Preventive Maintenance are included in Maintenance Agreement

5. Minolta Microfilm Reader/Printer Model MS6000 - John C. Hart Library

Maintenance Agreement Cost: \$ _____/year
A. All supplies, Parts, Labor, and Semi-Annual Preventive Maintenance are included in Maintenance Agreement

6. ALOS Microfilm Reader/Printer Model Z40 - Yorktown Police Department

Maintenance Agreement Cost: \$ _____ /year

- A. All supplies, Parts, Labor, and Semi-Annual Preventive Maintenance are included in Maintenance Agreement

7. ALOS Microfilm Reader/Printer Model Z40 – Court Clerk’s Office

Maintenance Agreement Cost: \$ _____ /year

- A. All supplies, Parts, Labor, and Semi-Annual Preventive Maintenance are included in Maintenance Agreement

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 Local Law #6 of 2012 (copies available at the Town Clerk’s Office).

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>.)

BIDDER’S OFFICIAL CORPORATE NAME (required, if bidder is a corporation):

BIDDER’S D/B/A NAME (if any) _____

Name of person authorized to submit bid for bidder: _____

Signed: _____

TITLE of authorized person: _____

BIDDER'S CORPORATE NAME: _____

BIDDER CONTACT INFORMATION:

PRINT NAME: _____ TITLE: _____

ADDRESS: _____ STATE: _____ ZIP: _____

PHONE: _____ FAX: _____

EMAIL: _____

PART TWO
SPECIFICATIONS

1. The Town of Yorktown will be utilizing the services of the lowest responsible bidder for Microfilm/Microfiche Reader/Printer Maintenance, Repair and Parts for the following equipment at the following locations:

Minolta Microfilm Reader/Printer Model RP603Z - Town Clerk's Office – Town Hall, 363 Underhill Avenue, Yorktown Heights, NY

Graphix Microprint 350 - Archival and Records Center, 2295 Crompond Rd, Yorktown Heights, NY

Minolta Microfilm Reader/Printer Model RP603Z , Yorktown Museum, 1974 Commerce Street, Yorktown Heights, NY

Minolta Microfiche Reader/Printer Model RP609Z - Building Dept., Town Hall, 363 Underhill Avenue, Yorktown Heights, NY

Minolta Microfilm Reader/Printer Model MS6000 - John C. Hart Library, Main Street, Shrub Oak, NY

ALOS Microfilm Reader/Printer Model Z40 - Yorktown Police Department, 2295 Crompond Rd, Yorktown Heights, NY

ALOS Microfilm Reader/Printer Model Z40 – Court Clerk's Office, 2295 Crompond Rd., Yorktown Heights, NY

2. Bidder shall use new parts to perform any repairs.
3. The Contractor is required to purchase all parts and shall not bill the Town for the parts.
4. If, in the Contractor's opinion, a machine being serviced under this contract requires extensive repairs or costly parts such that the total cost of the repair exceeds the value of the machine, making the machine not worth repairing, the Contractor shall recommend to the appropriate department head that the unit be replaced instead of repaired.
 - a) The calculation to measure whether the cost of repair exceeds the value of the machine is as follows: {(A) the number of hours the

contractor estimates is needed for labor, times (B) \$50.00/hour} plus the (C) cost of parts (based on actual cost of the parts plus 10% markup).

- b) The Contractor's recommendation shall be in writing in the form of an estimate and shall include the above calculation.
 - c) The \$50.00/hour figure used in the calculation shall in no way be construed as an agreement by the Town to pay Contractor \$50.00/hour for any work hereunder. Bidder's costs for labor and parts for each unit for a full year shall be included in the annual maintenance bid price.
5. Contractor shall cooperate with Town Officials in performing the work so that interference with normal Town operations will be held to a minimum.
 6. All work shall be performed in a first class manner, in strict accordance with the best-recognized and approved standards and to the satisfaction of the Town.
 7. All debris removed shall be the responsibility of the Contractor.
 8. The Town of Yorktown is exempt from all Federal, State and Local Taxes.
 9. Work will be scheduled between the hours of 9:00am and 5:00pm, Monday – Friday.
 10. There shall be no charge to the Town for travel or mileage.
 11. INITIAL INSPECTION. Within two weeks of the Town's award of the bid, the Successful Bidder shall schedule an inspection of every unit covered by this contract by contacting the department heads (contact information is available through the Town Clerk's Office). Such inspections shall occur within two weeks of the award of the bid.
 12. During each inspection or within one week thereafter, Contractor shall perform all required routine maintenance such as lubrication, tightening of screws, etc.. If the Contractor decides the unit requires additional repair work, the Contractor shall schedule such repair work within two weeks of the inspection date. Additional repair work shall be performed at no additional cost to the Town.
 13. ON CALL. The Contractor shall be on call for as-needed repairs for the term of this contract. The Contractor must have the ability to arrive on site in the Town of Yorktown within one business day of the call.
 14. SECOND INSPECTION. Six months after the initial inspection, Contractor shall schedule a second annual inspection of each unit in the same manner as the initial

- inspection, and shall inspect and perform maintenance work on each unit in the same manner as in the initial inspection.
15. Bidder shall be currently involved in the performing of the same type of services as are being bid herein.
 16. 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.
 17. Bidder must be qualified to perform the services contracted for herein.
 18. Bidder's service personnel shall have prior experience in providing the services contracted for herein or shall work under the direct supervision of service personnel with prior experience.
 19. If requested, Bidder shall provide the Town with a list of similar customers currently being serviced by him in the local area.
 20. After completion of the Initial Inspection and routine maintenance work, Contractor shall submit an invoice or voucher to the Town for the contract amount bid hereunder for each unit inspected and maintained during the initial inspection. The Town will make payment to the Contractor within sixty (60) days after such submission. All invoices must be signed in ink by an authorized agent for the Contractor. All claims submitted by the Contractor for payment are subject to audit and approval by the Town.
 21. Contractor shall promptly commence work upon the written direction of the Town. If no specific written direction is provided, work shall begin within 10 days after award of bid, provided Town has received and accepted insurance certificates from Contractor. All of the work shall be completed as soon as practicable thereafter, but, in no event, later than as required in the Bid Specifications. The time for completion of the work may be extended, in the discretion of the Town, upon the request of the Contractor, for good cause shown, with the grant of any extension by the Town to be in writing.
 22. This Contract is subject to an Option to Extend for 2 additional one-year term(s) at the same price as the Contract price herein. See Option to Extend. The Contractor will meet with representatives of the Town, as the Town may, from time to time, direct. The Contractor shall promptly inform the Town in writing of any cause for delay in the performance of the Contractor's obligations under this Contract.

23. The Contractor shall be responsible for the proper care and protection of the work and for all materials and articles delivered to the site where the work will be performed, until completion and final acceptance of the work by the Town. 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 which may occur in connection with the prosecution 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.
24. 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.

25. 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.
26. No waiver of any breach of this contract shall in any way affect any other term or condition of this Contract or constitute a cause or excuse for a repetition of such or any other breach of this Contract.
27. 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.
28. 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.
29. 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.
30. Upon award, this Contract shall constitute the entire Contract between the Town and the Successful Bidder 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.
31. 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.

REQUEST FOR BIDS:

REQUEST MICROFILM AND MICROFICHE
READER/PRINTER MAINTENANCE, REPAIR AND PARTS

PART THREE

GENERAL TERMS AND CONDITIONS OF BID

Article Numbers	Heading
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.	DELIVERY POINT
X.	DATE OF DELIVERY/TIME OF PERFORMANCE
XI.	DAMAGES
XII.	GUARANTEE OF EQUIPMENT AND SERVICES
XIII.	COVER CLAUSE
XIV.	ASSIGNMENT PROHIBITED
XV.	SPECIAL REQUIREMENTS
XVI.	TERMINATION

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 L. 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 price for work 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

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), 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. A completed W-9 form must be submitted with first invoice.

If the Contractor fails to timely submit satisfactory insurance certificates, 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. Delivery Point

With respect to the purchase of bid items or equipment to be installed, deliveries shall be made during Town business hours on weekdays, except on national, state or local holidays when Town buildings are closed, or unless otherwise authorized in writing by the Town. Bidder shall be responsible to verify that the appropriate Town building for delivery is open prior to delivering items or furnishing services. All bid items shall be unloaded and placed within the particular Town building, at points of delivery, and in quantities, as directed by the Town. Any costs incurred by the Town or Bidder due to the failure of Bidder to comply with this requirement will be the responsibility of Bidder. Bidder should be prepared to furnish proof of delivery, if requested by Town.

X. Date of Delivery/Time of Performance

Delivery of all bid items shall be made and performance of all services under this bid shall be commenced, not later than the date specified in the bid document. If Bidder cannot meet the delivery date or start date specified in the bid document, Bidder shall state on the bid form the proposed date of delivery or start date, which information shall be considered relevant in determining best value or responsiveness of bid.

XI. 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.

XII. Guarantee of Equipment and Services

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

- A. Unless otherwise noted in the Specifications, all equipment furnished and work performed in this bid are guaranteed against defects in workmanship and/or material for a period of one (1) year from the date of delivery to Town, or one (1) year from the date of acceptance of work by Town, whichever date is later.
- B. 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. Contractor shall provide, furnish and perform all of the work specified in the

Bid Documents, including all labor, materials, tools and equipment to satisfactorily complete the work in accordance with the bid documents. 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.

- C. Except as noted in Specifications, any equipment furnished is standard, new, latest model of the regular stock product, as required by the specifications, with parts regularly used for the type of equipment offered.
- D. No attachment or part will be substituted or applied contrary to manufacturer's recommended and standard practice. All regularly manufactured stock electrical items must bear the label of the Underwriters Laboratories, Inc. It is the responsibility of Bidder to advise Town in the bid proposal if electrical equipment to be furnished hereunder does not have a U.L. label. Any equipment provided or services rendered under the bid proposal which is or becomes defective during the guarantee period shall be replaced or redone by Bidder, free of charge. All replacements shall carry the same guarantee as the original equipment or service – one (1) year from the date of delivery or acceptance of the replacement. Bidder shall make any such replacement promptly upon receiving written notice from Town.

XIII. Cover Clause

If Bidder fails to deliver or 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 articles or services, whether so requested immediately or as directed by Town, Town may purchase goods or 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.

XIV. 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.

XV. 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.

XVI. 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.

REQUEST FOR BIDS

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READER/PRINTER MAINTENANCE, REPAIR AND PARTS

PART FOUR

1. 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:

- 2) 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.

- 3) 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.
- 4) 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.
- 5) 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.
- 6) 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 as and not later than three (3) days after the date of such accident.

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PART FIVE

OPTION TO EXTEND THE TERM OF THE CONTRACT

- A. Town shall have the unilateral option of extending this contract for two (2) additional year(s) on the same terms and conditions as are contained in this contract at the time said options is exercised.
- B. Said option shall be exercised by written notification from Town not less than thirty (30) calendar prior to the expiration of the contract.
- C. Bidders are cautioned that the exercise of the option is a Town prerogative, not a contractual right on the part of Bidder. If the Town exercises the option within the time frame prescribed herein, Bidder shall be contractually bound to perform the services for the option period.

BIDDER'S NAME (use corporate name, not d/b/a, if bidder is a corporation):

Signature of person authorized by bidder

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)

(Signature)

(Please Print Name)

(Title)

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 201__ 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)