

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Town Clerk, Town of Yorktown, Yorktown, NY until 11:00 A.M. on August 8, 2016, at Town Hall, 363 Underhill Avenue, Yorktown Heights, N.Y. 10598 for *Car Wash of Town Vehicles*.

Copies of the Bid Documents will be available in the office of the Town of Yorktown Town Clerk located at 363 Underhill Avenue, Yorktown Heights, NY 10598. A completed Bid Proposal Form must be returned to the Town Clerk, 363 Underhill Avenue, Yorktown Heights, NY 10598, marked: "**Bid: *Car Wash of Town Vehicles* ."**

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 the place specified above.

The Town of Yorktown reserves the right to waive any informalities in the bids, to reject any or all bids and reserves the right to accept that bid which it deems most favorable to the interests of the Town of Yorktown. No bidder may withdraw his bid within thirty (30) days after the actual date of the opening thereof.

If mailed, sealed proposals must be addressed in care of the Town Clerk at the above address.

DIANA L. QUAST
Town Clerk
Town of Yorktown

**TOWN OF YORKTOWN
SERVICES AND PUBLIC WORKS CONTRACTS BID**

INSTRUCTIONS TO BIDDERS

NOTICE IS HERE GIVEN that sealed bids will be received by the Town Clerk, Town of Yorktown, Yorktown, NY until ____ A.M. on _____, 2016 at Town Hall, 363 Underhill Avenue, Yorktown Heights, N.Y. 10598 for ***Car Wash of Town Vehicles*** for two years to begin on January 1, 2017 and terminate on December 31, 2018 with two one year option periods. Copies of the Bid Documents will be available in the office of the Town of Yorktown Town Clerk located at 363 Underhill Avenue, Yorktown Heights, NY 10598. A completed Bid Proposal Form must be returned to the Town Clerk, 363 Underhill Avenue, Yorktown Heights, NY 10598, marked: **“Bid: Car Wash of Town Vehicles .”**

The Bid Documents consists of the following documents:

1. **Instructions to Bidders**
2. **Part One** Bid Proposal Form
3. **Part Two** General Terms and Conditions of Bid
4. **Part Three** Specifications
5. **Non-Collusive Bidding Certificate**

Wherever in the Bid Documents any section or paragraph is stamped "VOID", only the section(s) or paragraph(s) so stamped are void. All other sections(s) and paragraph(s) remain in full force and effect.

A submitted bid will consist of

1. one original completed **Bid Proposal Form**, signed on behalf of Bidder with information for all blanks supplied, and a detailed listing of any exceptions taken by Bidder; and
2. a signed and notarized Non-Collusive Bidding Certificate.

Diana L. Quast
Town Clerk
Town of Yorktown

TOWN OF YORKTOWN
PART ONE

BID PROPOSAL FORM

The Town of Yorktown seeks bids from qualified parties:

Car Wash of Town Vehicles
– See Part Three Specifications for Scope of Services

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

BIDDER'S D/B/A NAME (if any) _____

Cars (including SUVs): Exterior Cleaning only:

Dollar Amount: \$ _____

Amount in words: _____

Cars (including SUVs): Interior Cleaning only:

Dollar Amount: \$ _____

Amount in words: _____

Cars (including SUVs): Exterior and Interior Cleaning:

Dollar Amount: \$ _____

Amount in words: _____

4-Wheeled Oversized Vehicles: Exterior Cleaning only:

Dollar Amount: \$ _____

Amount in words: _____

4-Wheeled Oversized Vehicles: Interior Cleaning only:

Dollar Amount: \$ _____

Amount in words: _____

4-Wheeled Oversized Vehicles: Interior and Exterior Cleaning:

Dollar Amount: \$ _____

Amount in words: _____

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

Name of person authorized to submit bid for bidder:

Signed: _____

[Signature of authorized person]

TITLE of authorized person: _____

BIDDER'S CORPORATE NAME:

BIDDER CONTACT INFORMATION:

PRINT NAME: _____

TITLE: _____

Address: _____ State: _____ Zip: _____

Phone: _____

Fax: _____

Email: _____ @ _____

The Town of Yorktown seeks bids from qualified bidders to enter into a contract for *Car Wash of Town Vehicles* for two years to begin on January 1, 2017 and terminate on December 31, 2018.

The Town shall have the unilateral option of extending the contract for two (2) additional year(s) in one year increments (January 1, 2019 through December 31, 2019 and January 1, 2020 through December 31, 2020) on the same terms and conditions as are awarded. Said options shall be exercised by written notification from Town to contractor not less than thirty (30) calendar prior to the expiration of the contract term. 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, contractor shall be contractually bound to perform the services for the option period.

- END OF BID PROPOSAL FORM -

TOWN OF YORKTOWN

PART TWO

General Terms and Conditions of Bid

<u>Section Numbers</u>	<u>Heading</u>
Section 1.	Bid Proposal Form
Section 2.	Request for information and/or clarification of the Bid Documents
Section 3.	Non-Collusion
Section 4.	Late Bids
Section 5.	Bid Opening
Section 6.	Acceptance and Rejection
Section 7.	Appeal of Determination of Non-Responsiveness and Non-Responsibility
Section 8.	Award
Section 9.	Notice of Award
Section 10.	Assignment Prohibited
Section 11.	Special Requirements
Section 12.	Representative Always Present
Section 13.	Performance
Section 14.	Insurance Requirements
Section 15.	Indemnification
Section 16.	Warranty/Guarantee
Section 17.	Breach of Contract/Termination
Section 18.	Estimates and Payments
Section 19.	Change in Contract Price
Section 20.	Stopping Work
Section 21.	Disputed Work – Notice of Claims For Damages

Section 1. Bid Proposal Form

- 1.1 The bidder shall complete the Bid Proposal Form by filling in the unit price and the total price in the appropriate designated spaces. Unit price and total price of each item bid shall be written legibly in ink, or typed. All bids shall be signed in ink. Any erasures or alterations shall be initialed in ink by the signer. The completed Bid Proposal Form shall be submitted, along with any documentation in support of the bid proposal if required by the Bid Documents, in a sealed envelope addressed as required in the Invitation to Bidders on or before the time and at the place so designated. Any Bid Proposal Form which has been materially altered in any way may render the bid nonresponsive and the bid rejected.
- 1.2 In the event of a discrepancy between the unit price and the total price of the Bid Proposal Form, the unit price will prevail. In the event of a discrepancy between the written bid amount and the numerical bid amount, the written amount will take precedence and be controlling as to the amount of the Bid. All items not bid shall be indicated as "not bid" in the total price space. When bids are requested on a lump sum basis, bidder must bid on each item in the lump sum group. Any bidder desiring to bid "no charge" on an item in a group must so indicate.
- 1.3 Failure to comply with the provisions of this section may be grounds for rejection of the bid proposal.
- 1.4 Correction or withdrawal of a bid because of an inadvertent, non-judgmental mistake in the Bid Proposal Form requires careful consideration to protect the integrity of the competitive bidding process, and to ensure fairness. If the mistake is attributable to an error in judgment, the Bid Proposal Form may not be corrected. Bid correction or withdrawal by reason of the non-judgmental mistake is permissible at the sole discretion of the Town Clerk, but only to the extent that it is not contrary to the interests of the Town or the fair treatment of other bidders.
- 1.5 By signing the Bid Proposal Form, the bidder certifies that:
 - i. the person whose signature appears below is legally empowered to bind the bidder;
 - ii. the bidder has read the complete Bid Documents and understands and agrees to all terms and conditions set forth in the Bid Documents;
 - iii. if accepted by the Town, the bid is guaranteed as written and will be implemented as stated;
 - iv. By submission of the 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 New York State Finance Law.¹

- 1.6 The bidder understands and agrees that quantities shown on the Bid Proposal Form opposite items of the work for which unit prices have been requested are approximate estimated quantities, and that during the progress of the work the Town may find it advisable and shall have the right to omit portions of the work, and to increase or decrease the shown approximate estimated quantities, or the scope of the whole work; and that the Town reserves the right to add to or take from the total amount of the work up to a limit of thirty (30%) percent of the total amount of the contract based upon the executed contract price for all the specified work.
- 1.7 The bidder shall make no claim for anticipated profits or loss of profits, because of any difference between the quantities of the various classes of work actually done, or of the materials actually furnished, and the original specified scope of work and the shown approximate estimated quantities.
- 1.8 All prices bid include a sum sufficient for the preparation and submission of approved final "As-builts", record drawings, guarantees, warranties, and operations and maintenance manuals.
- 1.9 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.
- 1.10 The contractor shall secure and pay for all necessary permits for the proper executing and completion of work.
- 1.11 The Town is exempt from all federal, state and local taxes.

Section 2. Request for information or interpretation and/or clarification of the Bid Documents

- 2.1 The bidder shall have seven (7) business days prior to the bid opening date to notify the Town Clerk in writing of any errors or defects in the Bid Documents which would prevent the bidder from providing a responsive bid.
- 2.2 No interpretation of the Bid Documents will be made to any bidder orally by any representative of the Town.
- 2.3 Any request for information or interpretation and/or clarification of the Bid Documents must be addressed in writing to Diana Quast, Yorktown Town Clerk, 363 Underhill Avenue, Yorktown Height, NY 10598, and be submitted not later than five (5) business days prior to the date fixed for the opening of bids.
- 2.4 Any written response to a request for information or interpretation and/or clarification

¹ List found at <http://ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

of the Bid Documents shall be issued by Town Clerk and will be incorporated into and made part of the Bid Documents and will be made available in the same manner and method as the Bid Documents. The Town Clerk's decision shall be final and binding on all parties. The failure of any bidder to receive such Addenda will not relieve the contractor of any obligation to comply with the terms and conditions of the Addenda.

2.5 The Bid Documents, including the drawings, Bid Documents, have been prepared with care and are intended to show as clearly as is practicable the work required to be done. The bidder must realize however, that construction details cannot always be accurately anticipated and that in executing the work, field conditions may require reasonable modifications in the details of the plans and quantities of work involved. Work under all items in the contract must be carried out to meet these field conditions to the satisfaction of the Town and in accordance with the Bid Documents. The bidder shall not take advantage of any apparent errors or omission in the Bid Documents. In the event the contractor discovers an error or omission in the Bid Documents, it shall immediately notify the Town. The Town will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bid Documents.

2.6 A bidder's failure to request a clarification, interpretation, etc. of any portion of the Bid Documents or to point out any inconsistency therein will preclude such bidder from thereafter claiming any ambiguity, inconsistency, or error which should have been discovered by a reasonably prudent bidder and from asserting any claim for damages arising directly or indirectly therefrom.

Section 3. Non-Collusion

3.1 The bidder shall certify that it has complied with all of the requirements stated in the non-collusive bidding certificate by signing the form included in the Bid Documents. Failure by the bidder to complete and sign the non-collusive bidding certificate will constitute grounds for rejection of the bid.

Section 4. Late Bids

4.1 All bids received after the deadline date and time stated in the Instructions to Bidders will not be considered and will be returned to the bidder unopened. The bidder assumes the risk of any delay in the mail and the handling of the mail by the employees of the Town. Whether sent by mail or by means of personal delivery, the bidder assumes all responsibility for having the bid delivered on time and to the place specified above.

Section 5. Bid Opening

5.1 Sealed bids will be publicly opened on the date and time specified in the Instructions to Bidders. Bids may be read aloud to those persons present when practicable. Any bidder may request to review any submitted Bid Proposal Forms by arranging a mutually convenient time with the Town Clerk.

5.2 The prices stated in the Bid Proposal Form are irrevocable until the Notice of Award is issued, unless the bid is withdrawn only after the expiration of sixty (60) days from the

bid opening and only in writing received by the Town Clerk and in advance of the issuance of the Notice of Award.

Section 6. Acceptance or Rejection

- 6.1** A responsive bid is one that complies with all material terms and conditions of the Bid Documents.
- 6.2** If the lowest price bid or proposal is found non-responsive, a determination setting in detail and with specificity the reasons for such finding shall be issued by the Town Clerk. A copy of such determination shall be mailed to the non-responsive bidder no later than two (2) business days after the determination is made.
- 6.3** The Town reserves the sole right to waive any informality that is a matter of form rather than substance without prejudice to other bidders and what is in the best interests of the Town. The Town's decision shall be final and binding.
- 6.4** Any corporation not incorporated under the Laws of New York State, must furnish a copy of its certificate of authority, from the New York State Secretary of State, to do business in the State of New York, in accordance with Article 13 of the New York State Business Corporation Law.
- 6.5** The Town will consider the qualifications of all bidders and may conduct such investigation as it deems necessary to assist in the evaluation of any bid. The Town reserves the right to reject any bid if the evidence submitted by, or the investigation of such bidder fails to satisfy the Town, in the Town's sole discretion, that it is properly qualified to carry out the obligations of the contract and to complete the contemplated work. In evaluating a bidder's responsibility the Town may consider the following factors:
 - i.** financial resources;
 - ii.** technical qualifications;
 - iii.** experience;
 - iv.** organization, material, equipment, facilities, and personnel resources and expertise (or the ability to obtain them) necessary to carry out the work and to comply with required delivery or performance schedules, taking into consideration other business commitments;
 - v.** a satisfactory record of performance;
 - vi.** a satisfactory record of business integrity;
 - vii.** where the contract includes provisions for reimbursement of contractor costs, the existence of accounting and auditing procedures adequate to control property funds, or other assets, accurately delineate costs, and attribute them to their causes; and

- viii. compliance with requirements for the utilization of small, minority-owned, and women-owned businesses as subcontractors.

6.6 The Town reserves the right to require additional information as it deems appropriate concerning the history of any bidder's performance of prior contracts. The final determination of whether the bidder possesses the requisite experience rests in the sole discretion of the Town. Failure of a bidder to provide relevant information specifically requested by the Town may be grounds for a determination of non-responsive and/or non-responsible.

Section 7. Appeal of Determination of Non-Responsiveness or Non-Responsible

- 7.1 Any determination that a bid is non-responsive or a bidder is non-responsible may be appealed as set forth herein.
- 7.2 Time Limit; A bidder shall have five (5) business days from receipt of the determination of non-responsiveness or non-responsible to file an appeal with the Town Clerk. Receipt of notice by the bidder shall be deemed to be no later than five (5) business days from the date of mailing or upon delivery, if delivered. Filing of the appeal shall be accomplished by actual delivery of the appeal document to the Town Clerk. The bidder shall also send a copy of its appeal, for informational purposes, to the Town Attorney.
- 7.3 Form and Content: The appeal shall be in writing and shall briefly state all the facts or other basis upon which the bidder contests the finding of non-responsiveness or non-responsible. Supporting documentation, if any, shall be included.
- 7.4 Stay of Award of Contract Pending. Award of the contract shall be stayed pending the determination of the Town Clerk unless the Town Clerk makes a determination that proceeding with the award without delay is necessary to protect substantial Town's interests. Where such a determination is made, the bidder shall be advised of this action in the determination of non-responsiveness or, if the stay is removed at any time after the bidder has been notified of determination of non-responsiveness or non-responsible, notification shall be provided to the bidder no later than two (2) business days after such determination is made. The Town Clerk shall consider the appeal, and may, in his or her sole discretion, meet with the bidder to discuss the merits of the appeal. The Town Clerk shall make a prompt determination with respect to the merits of the appeal, a copy of which shall be sent to the bidder. The Town Clerk's determination shall be final.

Section 8. Award

- 8.1 Town reserves the right to make an award within sixty (60) days after the date of the bid opening, during which period bids may not be withdrawn.
- 8.2 The Award will be made to the responsible and responsive bidder submitting the lowest bid that fully complies with all the specifications stated in the Bid documents.
- 8.3 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 Town, if such items can be obtained on substantially the same terms, conditions, specifications, and at

a lower price.

Section 9. Notice of Award

- 9.1 If the bid is awarded by Town, a written Notice of Award will be issued by the Town Clerk to the contractor. Such Notice of Award will constitute a binding enforceable contract between the contractor and the Town of Yorktown. These General Terms and Conditions shall be incorporated into the contract as material terms.
- 9.2 The Town may issue a Notice of Award 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 entitled *Procurement for Goods and Services*.
- 9.3 Upon receipt of the Notice of Award the contractor will be required to submit to the Town Clerk a completed W-9 form in addition to any other information or documents required by the Town. Failure to supply a completed W-9 form or such other information or documents required by the Town will invalidate the bid.

Section 10. Assignment Prohibited

- 10.1 The contractor shall not assign, transfer, convey or otherwise dispose of the contract or any part of it or any monies due and payable under the contract, without prior written approval of the Town. If such approvals are granted by the Town, they shall in no way relieve the contractor or from any obligations under the terms of the contract.

Section 11. Special Requirements

- 11.1 Special requirements for any bid may supersede and/or be added to any provision contained in these General Terms and Conditions.

Section 12. Representative Always Present

- 12.1 The contractor in case of its absence from the work shall have a competent representative or foreman present, who shall obey without delay, all instructions of the Town in the prosecution and completion of the work in conformity with the contract, and shall have full authority to supply labor and material immediately.
- 12.2 The contractor, or its superintendent, shall attend job meetings with the Town for the purpose of discussing expedition, execution and coordination of the work. Job meetings will be scheduled periodically (the first to be prior to commencement of construction) at a time and place designated by the Town.
- 12.3 The contractor shall not commence any work prior to the first (pre-construction) meeting between the contractor, Town, and other concerned governmental and utility company representatives.

Section 13. Performance

- 13.1 All work performed and all materials furnished shall be in reasonably close conformity with the specifications shown in the Bid Documents.
- 13.2 Time being of the essence, the contractor shall take notice that the timely completion of the work called for under the contract is of the greatest importance. The contractor shall commence its work within ten (10) days after "Notice of Award" has been given it by the Town (unless a definite starting date is otherwise stated). Prior to commencing its work, the contractor shall notify the Town, at least forty-eight (48) hours prior to the planned date of its "start".

Section 14. Insurance Requirements

- 14.1 The contractor, upon award of the contract, shall provide at its own cost and expense the following insurance to the Town from insurance companies licensed in the State of New York, carrying a Best's financial rating of "A" or better, which insurance shall be evidenced by certificates and/or policies as determined by the Town.
- 14.2 Each certificate or policy shall require that, thirty (30) days prior to cancellation or material change in the policies, notice thereof shall be given to the Town Clerk by registered mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the contractor and identify the contract number or description.
- 14.3 All policies and certificates of insurance shall be approved by the Town prior to the inception of any work.
 - i. Workmen's Compensation: The contractor shall evidence compliance with Workers' Compensation Law, or as otherwise directed by the Town.
 - ii. Commercial General Liability Insurance with minimum limits of liability per occurrence of \$1,000,000 with the Town named as an additional insured.
 - iii. Automobile Liability Insurance with minimum limits of liability per occurrence of \$1,000,000 with the Town named as an additional insured.
 - iv. Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the Special Requirements of the contract specifications.
 - v. If any of the insurance requirements are not complied with at their renewal dates, payments to the contractor will be withheld until those requirements have been met, or at the option of the Town, the Town may pay the Renewal Premium and withhold such payments from any monies due the contractor.
 - vi. If at any time any of the foregoing policies shall be or become unsatisfactory to the Town, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Town, the contractor shall upon notice to that effect from the Town, promptly obtain a new policy, submit the same to the Town for approval and submit a certificate thereof as herein above

provided. Upon failure of the contractor to furnish, deliver and maintain such insurance as above provided, the contract, at the election of the Town, may be forthwith declared suspended, discontinued or terminated. Failure of the contractor to secure and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the contractor concerning indemnification.

- vii. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under the contract, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the contractor until such time as the contractor shall furnish such additional security covering such claims as may be determined by the Town.

Section 15. Indemnification

15.1 The contractor hereby agrees to indemnify and save harmless the Town, its officers, employees, elected officials, and agents from and against all liability, loss or damage the Town may suffer, arising directly or indirectly out of the contract between the contractor and the Town. The Contractor further agrees to provide defense for and defend any claims or causes of action of any kind or character directly or indirectly arising out of this Agreement at its sole expense and agrees to bear all other costs and expenses relating thereto. The foregoing provisions shall not be construed to cause the contractor to indemnify the Town, its officers, elected officials, agents or employees from its or their sole negligence.

15.2 Neither the acceptance of the completed work nor payment therefore shall release the Contractor from its obligation under this section.

Section 16. Warranty/Guarantee

16.1 It is the intent of the Bid Documents to require first-class work and materials and any work not fully covered herein Bid Documents shall be interpreted to require first-class work and materials, and such interpretations shall be binding upon the Contractor. The contractor shall be fully responsible for performance of work in a satisfactory manner with satisfactory results in the discretion of the Town quality materials.

16.2 Contractor is deemed to warrant and guarantee all work performed under this agreement.

Section 17. Breach of Contract/Termination

17.1 If contractor fails to deliver as ordered, or within the time specified, or within reasonable time as interpreted by Town, or fails to make replacement of rejected or defective goods, whether so requested immediately or as directed by Town, that shall constitute a breach of the contract, and Town may arrange to have the work performed from other sources to take the place of the work product found defective or not delivered. Without limiting the foregoing, Town reserves the right to terminate the contract upon breach upon within ten (10) days written notice provided to the

contractor.

Section 18. Estimates and Payments

- 18.1** As the work progresses but not more often than once a month and then on such days as the Town shall direct, the contractor will submit a requisition in writing of the amount and value of the work performed and the materials and equipment provided to the date of the requisition, less any amount previously paid to the contractor.
- 18.2** The contractor shall include on its monthly invoice to the Town a list noting the
- (a) Date the vehicle was cleaned;
 - (b) Type of vehicle cleaned (“Cars” or “Oversized”);
 - (c) Cleaning service provided (“Exterior” and/or “Interior”);
 - (d) Description of vehicle cleaned and license plate number;
 - (e) Town department vehicle is assigned to and signature of driver.

Section 19. Change in the Contract Price

- 19.1** The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to the contractor for performing the work pursuant to the contract. All duties, responsibilities and obligations assigned to or undertaken by the contractor shall be at its expense without change in the Contract Price.
- 19.2** The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to Town within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within twenty (20) days of such occurrence unless the Town allows an additional period of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order. All change orders are subject to the determination and approval of the Town Board.

Section 20. Stopping Work

20.1 Town May Suspend Work:

- i.** The Town may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the contractor which shall fix the date on which work shall be resumed. The contractor shall resume the Work on the date so fixed. Subject to the approval of the Town Board, the contractor may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

20.2 The Town May Terminate:

- A.** Upon the occurrence of any one or more of the following events:
 - 1. If the contractor is adjudged bankrupt or insolvent,

2. If the contractor makes a general assignment for the benefit of creditors,
 3. If a trustee or receiver is appointed for the contractor or for any of the contractor's property,
 4. If the contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws,
 5. If the contractor repeatedly fails to supply sufficient skilled workers or suitable materials or equipment,
 6. If the contractor repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment,
 7. If the contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction,
 8. If the contractor disregards the authority of the Town, or
 9. If the contractor otherwise violates in any substantial way any provisions of the Bid Documents or the Contract. The Town may after giving the contractor and its Surety seven (7) days written notice, terminate the services of the contractor, exclude the contractor from the site, incorporate in the Work all materials and equipment stored at the site or for which Town has paid the contractor but which are stored elsewhere, and finish the Work as Town may deem expedient. In such case the contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the work, including compensation for additional professional services, such excess shall be paid to the contractor. If such costs exceed such unpaid balance, the contractor shall pay the difference to the Town.
- B.** Where the contractor's services have been so terminated by the Town, the termination shall not affect any rights of Town against the contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the contractor by Town will not release the contractor from liability.
- C.** Upon seven (7) days written notice to the contractor, Town may, without cause and without prejudice to any other right or remedy, elect to abandon the work and terminate the Agreement. In such case, the contractor shall be paid (without duplication of any items):
1. For completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date or termination, including fair and reasonable sum of overhead and profit on such work;
 2. For expenses sustained prior to effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. For amounts paid in settlement of terminated contracts with Subcontractors, manufacturers, fabricators, suppliers or distributors and others; and
4. For reasonable expenses directly attributable to termination. contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss or any consequential damages arising out of such termination.

Section 21 Disputed Work - Notice of Claims For Damages

- 21.1** If the contractor is of the opinion that any work required, necessitated, or ordered violates or conflicts with or is not required by the terms and provisions of the contract, he must promptly, within five (5) calendar days after being directed to perform such work, notify the Town, in writing, of its contentions with respect thereto and request a final determination thereon. If the Town determines that the work in question is contract and not extra work, or that the order complained of is proper, he will direct the Contractor in writing to proceed and the Contractor shall promptly comply. In order, however, to preserve its right to claim compensation for such work or damages resulting from such compliance, the Contractor must, within seven (7) calendar days after receiving notice of the Town's determination and direction, notify the Town, in writing that the work is being performed or that the determination and direction is being complied with, under protest. Failure of the Contractor to so notify shall be deemed as a waiver of claim for extra compensation or damages therefore.
- 21.2** The contractor is bound by the provisions of all applicable laws, including but not limited to the General Municipal Law and the Town Law, as related to the presentation of claims.
- 22.3** While the contractor is performing disputed work or complying with a determination or order under protest in accordance with this Article, in each such case the contractor shall furnish the Town daily with three copies of written statements signed by the Contractor's representatives at the site showing:
- i. the name of each workman employed on such work or engaged in complying with such determination or order, the number of hours employed thereon, and the character of the work each is doing; and
 - ii. the nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such work or compliance with such order, and from whom purchased or rented.
- 25.4** The contractor shall carry on the work and maintain the progress schedule during all disputes or disagreements with the Town. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the contractor and Town may otherwise agree in writing.
- 25.5** Before final acceptance of the work by the Town, all matters of dispute must be adjusted to the mutual satisfaction of the parties thereto. Determinations and decisions in case any question shall arise, shall constitute a condition precedent to the right of the Contractor to receive the money therefore, until the matter in question has been adjusted.

PART THREE

GENERAL SPECIFICATIONS

1. The service to be provided by the Contractor under this contract is to clean Town-owned vehicles; includes washing the exterior and the option to clean the interior.
2. Examples of Town-owned “Cars” to be serviced include but are not limited to sedans, detailed police cruisers, SUV’s such as Chevy Trailblazer and Ford Explorer (maximum height 7’)
3. Examples of Town-owned “Over-sized Vehicles” (4-wheels, maximum height 7’) to be serviced include but are not limited to large SUV’s such as Chevy Tahoe and Ford Expedition, light-weight pick-up trucks such as Ford Ranger, F-150, Chevy S-10, and Paratransit Vans.
4. Exterior Cleaning: soft and foamy washing of the outside of the vehicle including the undercarriage; towel dry.
5. Interior Cleaning: vacuum the interior including front and back seats and carpet mats, clean windows.

NON-COLLUSIVE BIDDING CERTIFICATION

This Non-Collusive Bidding Certificate is 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:

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;

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

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)
Town of _____)ss.:

On the ____ day of _____ in the year 2016 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)