



**Yonkers Parking Authority**  
**8 Buena Vista Avenue, Yonkers, NY 10701**

**REQUEST FOR PROPOSAL (“RFP”)**  
**Fleet Maintenance Services Contract**  
**FMS-2019-2**

The Yonkers Parking Authority is soliciting proposals from Qualified Providers located in the City of Yonkers, for the provision(s) of Fleet Maintenance. The Yonkers Parking Authority has approximately thirty (30) street vehicles.

If you have any questions, you may call the Yonkers Parking Authority at 914-965-2467 or stop at the Yonkers Parking Authority main office located at 8 Buena Vista Avenue, Yonkers, NY 10701. The full Request for Proposal can be downloaded from the Parking Authority’s website at [www.yonkersparkingauthority.com](http://www.yonkersparkingauthority.com).

To submit a Request for Proposal, the submission must be **sealed and plainly marked “RFP for Fleet Maintenance Services Contract” on the outside of the mailing envelope as well as the inside sealed envelope**, addressed to: The Yonkers Parking Authority, 8 Buena Vista Avenue, Yonkers, NY 10701. Proposals will be accepted until **4:00 pm on March 22, 2019**. All submitted proposals/bids shall be opened at 10:00 am on the first business day following the bid return deadline. Any person or persons that submitted a proposal wishing to attend bid opening may do so.

Faxed or Electronic submissions will not be accepted for the proposal. Once received, submissions will not be returned. All submissions must include a signature.

The Yonkers Parking Authority reserves the right to reject any or all proposals due to technical specifications or deficiencies, and to accept any proposal that it may deem to be in the best interest of the Yonkers Parking Authority.

*Continue on the succeeding pages for the complete RFP.*

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Proposals should be prepared simply and economically. Please provide a straightforward, concise description of the Provider's approach and capability to meet the Yonkers Parking Authority needs, as stated in the RFP.

The proposal shall be as thorough and detailed as possible so that the Yonkers Parking Authority may properly evaluate capabilities of the Provider to provide the required services.

Before submitting a proposal, each Provider shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract.

The Provider hereinafter referred to as "Contractor," will be required to perform services specified herein. The Contractor will be expected to enter into a service contract with the Yonkers Parking Authority, hereinafter referred to as "YPA," consistent with the terms of this RFP and Contractor's submitted proposal.

**NOTICE TO CONTRACTOR:** Contractors must be registered with the NYS Department of Motor vehicles for Motor Vehicle Repair Shop and Certified Inspection Station in accordance with NYS Vehicle and Traffic Law Section 303.

If this work involves the employment of laborers, workmen, or mechanics under Articles 8 or 9 of the NYS Labor Law, the Contractor and its Subcontractors (if any) must pay these employees at least the Prevailing Wage rate and supplements, and these employees may not work more than the number of hours and days as set forth by the NYS Department of Labor per the Labor Law. The current NYS Prevailing Wage Schedule can be found at

<http://wpp.labor.state.ny.us/wpp/publicViewPWChanges.do?method=showIt>

During the course of a year, the YPA requires NYS Inspections, preventive maintenance, mechanical repair, roadside assistance and towing services for its diverse vehicle fleet. To assist with pricing accuracy a list of the vehicles can be made available upon request. Some of the work is of a scheduled nature and other work of an emergency nature. Service shall be provided by the Contractor on an as needed basis. By seeking proposals from contractors, the YPA does not represent that it will utilize the successful bidder's services any guaranteed number of times over the course of the year.

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The Contractor will be required to indemnify the YPA and the City of Yonkers against all suits, claims, judgments, awards, loss, or expense (including attorney's fees without limitation) arising in any way out of the Contractor's performance or non-performance of its obligations under the service contract. The Contractor will defend all such actions with counsel satisfactory to the YPA at its own expense, including attorney's fees, and will satisfy any judgment rendered against the YPA and the City in such action.

**Insurance Requirements**

A) The Contractor shall provide Worker's Compensation Insurance and Employer's Liability Insurance as required under the New York State Worker's Compensation Law.

B) The Contractor shall maintain Commercial General Liability Insurance, listing YONKERS PARKING AUTHORITY and the City of Yonkers as (an) additional insureds, in the minimum amount of \$3,000,000 in the aggregate, \$1,000,000 each incident, with a company or companies licensed in New York State with an A or better Best Rating. The Certificate of Insurance for the above coverage must bear a notation evidencing a minimum of 10-day cancellation notice to YONKERS PARKING AUTHORITY, and list the Yonkers Parking Authority and the City of Yonkers as (an) additional insureds.

**Evidence of Insurance**

The Contractor shall submit Certificates of Insurance to the YPA at the time of execution of the Service Contract.

Written notice shall be given to the YPA at least thirty (30) days prior to cancellation or non-renewal of such insurance coverage.

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**Length of Service Contract**

Upon the approval of the Yonkers Parking Authority Board, the initial term of the Service Contract will remain in effect until one (1) year from the date of award.

The YPA shall have the option to renew this agreement on the same terms and conditions in one (1) year increments at the rates submitted in the proposal for a total period not to exceed three (3) years. After each year increment and the agreement of both parties the contract will automatically renew.

The Contract, once signed cannot be transferred or assigned to another company without the written consent of the YPA's Executive Director and Board of Directors. Any attempt to otherwise transfer or assign the contract to another provider will void the contract.

**Repair Order Content and Procedure**

The Contractor shall provide repair orders for all services provided and shall include (containing) containing the following information:

- Repair estimates with anticipated work to be performed, estimated completion time and estimate cost.
- Actual work/cost above written estimates requires YPA approval prior to work start.
- Authorization of work by designated Fleet Coordinator or designee is required for all repair orders.
- Individual vehicle charges shall be submitted on separate repair orders for each service visit. The repair order must include:
  - Date of work performed
  - Vehicle and/or License plate #
  - Vehicle mileage at time of service/repair
  - Date in/date out/time completed
  - Detail type of service, hour, materials used and cost associated with each.
  - Subcontracted repair orders containing same information shall be attached to Contractors repair order. (if applicable)
  - Copies of all invoices related to the repair.
- The Contractor guarantees and warrants that all material furnished and services performed under said contract will be free from defects in material, workmanship and will conform to the requirements of this contract for a period of 12 months or

10,000 miles, whichever occurs first. The Contractor shall remedy all such defects at his/her own expense within one (1) working day after notification by the YPA.

- Warranty and subcontracted repair orders need to be provided by the Contractor. The Contractor is the prime contractor. However, subcontractors may be used by the Contractor if warranted. The Contractor assumes responsibility for all work done by subcontractors. The charges for such services to the YPA shall be the amount of the Contractor's invoice for services performed or the contract price, whichever is less.

### **Hours of Operation**

The (YPA request the) Contractor's service shall be available Monday thru Friday between the hours of 8:00 a.m. and 5:00 p.m.

### **Holidays and Other Changes to the Schedule**

The Contractor may decide to observe Holidays by suspension of service on the holiday, but subject to YPA approval.

The Contractor shall provide a list of all observed holidays and the dates that will be affected during the duration of the term of the agreement.

When it becomes necessary to alter or delay scheduled service due to inclement weather the YPA will be notified as soon as possible but no later than 9:00 am of the day(s) to be altered.

### **Transport of Vehicles for Service**

The (YPA request that the) Contractor must have (has) the ability to pick-up and/or deliver vehicles, before and after, any work done to 8 Buena Vista Ave, Yonkers, NY 10701.

For scheduled service estimated to take more than one (1) hour, courtesy transportation for all YPA employees to YPA facilities and other locations within city limits as requested.

For non-scheduled/emergency service, courtesy transportation for all YPA employees to YPA facilities and other locations within city limits as requested.

For vehicles not drivable, the Contractor shall be able to provide towing at no additional fee, as well as (,) courtesy transportation for all YPA employees to YPA facilities and other locations within city limits as requested.

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**Vehicle Storage**

On occasion service and maintenance for YPA vehicles may require a vehicle to be stored overnight at the Contractor's facility. In order to meet the specifications of this RFP, the Contractor shall have a secured area for vehicle storage with restricted access from the general public.

The Contractor will be responsible for loss and damage to all YPA vehicles under its custody and/or control.

**Compensation**

Payment by the YPA for (the) services will only be made after the services have been performed and an itemized billing statement is submitted in the form specified by the YPA as described. Payment shall be made on a monthly basis, thirty (30) days after receipt of such billing statement.

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**Scope of Service**

The Contractor must be able to perform, at its (their) location, NYS Vehicle Inspections, general and preventive maintenance and common repair services on vehicles and equipment that include, but are not limited to; breaks, suspension, heat/air conditioning systems, electrical systems, engine, etc. The YPA's preference is to have a primary Contractor that has the ability to perform all required services if possible. However, work may be performed by other contractors, for specialty vehicles/equipment the YPA owns. These vehicles fall under the category of proprietary equipment and must be repaired by authorized representatives of the manufacturer of the vehicle/equipment.

The Contractor must have the ability to provide "immediate" emergency towing and roadside assistance. These services are to include, but are not limited to jump-starts/battery boost, towing up to five (5) miles, flat tire change, fuel delivery, winching, etc. Also, there will be occasions the Contractor may be contacted to remove and relocate vehicles from YPA facilities.

On standard road vehicles, a turn-around time of up to four (4) hours is expected for preventive maintenance when an appointment for service has been made. When no appointment is made, it is expected that the service is completed the same day when dropped off prior to 11:00 am, and the next business day before 12:00 pm when dropped off after 11:00 am.

**NYS Vehicle Inspection**

The Contractor must be a NYS Certified Inspection Station

**Preventive Maintenance**

The YPA's vehicles are routinely driven in short distance; frequent start/stop and long idle periods. The average annual usage for all YPA vehicles is normally 10,000 miles.

The YPA desires preventive maintenance to be performed at 3000 miles and include the following: (1) oil (up to 5 qtrs.) and filter change, (2) change air filter (if needed), (3) rotate tires (4-way Front to Rear), (4) replace all non-working bulbs, (5) perform safety check as noted in section B. The Contractor shall make the YPA aware of any concerns that are found during the safety check.

If projected brake pads/shoes life is less than 3,000 miles, replace necessary equipment. (Prior notice and approval required)

Tires are to be replaced when tread depth is 1/8 of an inch or within 3,000 miles of expected life. (Prior notice and approval required)

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**Safety Check**

The Contractor shall perform a safety check in conjunction with all maintenance requirements listed within this Request for Proposal. These safety checks shall be performed every time a vehicle is brought in for service:

- a) Tires - Visually check condition and tire pressure. Correct tire pressure if needed
- b) Lights - Check/correct directional signaling devices and emergency light systems for proper operation
- c) Windshield Wipers and Washers - Check/correct condition of wiper arms and blades. Check/correct aim and flow of washer spray. Fill washer reservoir with washer solvent.
- d) Fluid levels - Check and replenish fluid levels in transmission, differential, steering sector or power steering pump and master cylinder. Inspect all units for leakage and clogging.
- e) Battery - Check condition of heat-shield, hold-down clamps and cable ends, top off electrolyte level, clean top and terminals as necessary.
- f) Heater-Defroster-Air Conditioner System - Check switches, valves and ducting doors for operation.
- g) Cooling System - Visually inspect entire system for leaks, damage or other signs of needed repair.
- h) Critical Components – Check condition of all under-hood heat-shields, the routing of all hoses and wiring to ensure maximum protection from radiated exhaust heat. Inspect all coolant hoses, fuel line hoses, power steering hoses, engine accessory drive belts and other under-hood plastic or rubber components.
- i) Exhaust System - Visually inspect complete exhaust system including catalytic converter and heat shielding. Check for broken, damaged, missing or poorly positioned parts. Inspect for open seams, holes or any condition which could allow exhaust fumes to enter the vehicle.
- j) Steering and Suspension Components – Conduct a “look and shake” inspection.



- k) Drive Shaft U-Joints/CV Joint – Conduct a “look and shake” inspection for seal leakage and joint failure.
- l) Frame/Sub-Frame and Cross Member – Visually check for “drive-over” and/or vehicular damage and fatiguing.
- m) Brakes – Inspect all brake line hoses and master cylinder for signs of leaks or damage. Inspect front/rear brakes pads, rear brake linings, wheel cylinders, parking brake cables and linkage. Report estimate of life of pads and shoes.
- n) Check all Seat belts for wear and damage.

### **Non-Preventative Maintenance Service and Emergencies**

Non-routine maintenance, other than emergencies, will be handled by appointment through the Fleet Coordinator or designee. If a driver stops at your facility Monday thru Friday between 8:30 a.m. and 4:30 p.m. requesting service without prior notification to you from the YPA, call the Fleet Coordinator/designee for instructions.

After the Contractor’s hours, if a vehicle has a breakdown and must be towed, the driver has been instructed to have the vehicle towed to your facility. You may, therefore, encounter a disabled vehicle that has been towed to your facility during non-working hours. In such a situation, notify the Fleet Coordinator for instructions.

There may be times when the Fleet Coordinator or designee calls early in the day with a specific set of instructions, and later in the day changes them; or, or another staff member will call to change them if the Fleet Coordinator or designee is not available. *The last set of instructions will prevail.*

Turn-around time of 24 hours for non-preventive maintenance service is expected unless otherwise approved by Fleet Coordinator.

The YPA asks that the Contractor report, to the Fleet Coordinator/designee, any vehicle brought in for service or specific concern with problems caused by driver misuse.

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**YPA Vehicle Proposal Form  
Services and Cost**

**Preventive Maintenance**

a) Passenger Vehicles & Light Trucks-Cost

\$ \_\_\_\_\_

b) 4x4 Trucks and Sport Utility Vehicles-Cost

\$ \_\_\_\_\_

c) 4 cyl. Turbo Diesel

\$ \_\_\_\_\_

**Vehicle Towing and Transportation**

d) Travel Time/Expense

\$ \_\_\_\_\_ per hour

Or Flat Rate

\$ \_\_\_\_\_ per trip

**Replacement Dealer/Non-Dealer Parts** (not included in preventive maintenance)

e) Parts Cost:

Mark-up \_\_\_\_\_% (expressed as a percentage over cost)

Discount \_\_\_\_\_% (explain circumstances when this would apply)

f) Hourly Labor Rate (not included in preventive maintenance)

\$ \_\_\_\_\_ per hour

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**QUOTATION:** *(To be entered by Contractor)* The undersigned Vendor, with a complete understanding of the aforementioned requirements, specifications, and the existing conditions at the Work Site (if required), and having inspected the Work Site (if required) and having become familiar with all conditions likely to be encountered affecting the cost and scheduling of the work, and having a complete understanding of the work specifications and insurance requirements hereby offers the amount set forth below as full compensation for all costs and expenses of completing the work in accordance with the terms, conditions and specifications presented herein and at the site inspection (if required), including, but not limited to all labor, materials, tools, equipment, overhead, fees and profit. All bid prices offered in this bid are agreed and bound to remain valid for NINETY (90) Days from the bid deadline date for the purpose of the contract award. The Yonkers Parking Authority shall not be liable for any costs incurred by proposers in responding to this solicitation. By signing this proposal, the bidder certifies that all material, equipment, etc contained in this bid meets all OSHA requirements. Bidder further certifies that, if they are the successful bidder, and the material, equipment, etc. is subsequently found to be deficient in any OSHA requirement, all cost necessary to bring the material, equipment, and etc. in compliance with aforementioned requirements shall be borne by the bidder.

**Contractor Information**

Date: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Fax No: \_\_\_\_\_

Name of Company \_\_\_\_\_

NYS License # \_\_\_\_\_

Federal ID # \_\_\_\_\_

Address \_\_\_\_\_

Name of person quoting \_\_\_\_\_

Title \_\_\_\_\_

(Please print)

Signature: \_\_\_\_\_

E-Mail \_\_\_\_\_

Is this firm a New York State Certified Minority or Women Owned Business Enterprise?  MBE  WBE

**STANDARD RIDER TO CONTRACTS  
FOR THE YONKERS PARKING AUTHORITY**

**SECTION 1 - CHANGE ORDERS/ AMENDMENTS**

Changes or extra work, beyond Work specified under the Contract, may be authorized only by a written change order or by amendment issued by YONKERS PARKING AUTHORITY and approved by the Board of Contract and Supply of The City of Yonkers, if required.

**SECTION 2 - ORDER TO PROCEED**

Delivery to the Contractor of a fully executed copy of this Contract shall constitute authorization to proceed with Work, unless otherwise provided. If otherwise provided, YONKERS PARKING AUTHORITY will issue an order to proceed in writing that will set forth the date upon which Work is to commence. All orders to proceed are subject to Contractor's compliance with the insurance requirement if required herein.

**SECTION 3 - PROGRESS AND COMPLETION**

Time limits provided in the Contract are of the essence. By executing the Contract, the Contractor confirms that the Contract time is a reasonable period for performing the Work. The Contractor shall proceed expeditiously with adequate work force and shall complete the work within the period specified under the Contract in a satisfactory and proper manner, as determined by The Authority, according to professional industry standards.

**SECTION 4 - DELAYS AND EXTENSIONS OF TIME**

If the Contractor's Work is delayed by an act of YONKERS PARKING AUTHORITY or by another contractor employed by YONKERS PARKING AUTHORITY or by changes ordered by YONKERS PARKING AUTHORITY in the Work, or by labor disputes, fires, or other causes beyond the Contractor's control, or by delay authorized by YONKERS PARKING AUTHORITY, then the Contract time shall be extended by Change Order or Amendment for such reasonable time as YONKERS PARKING AUTHORITY may determine.

## **SECTION 5 - TERMINATION**

YONKERS PARKING AUTHORITY may terminate the Contract prospectively upon five (5) days written notice for any reason whatsoever, including but not limited to, Contractor's failure to perform the Work in a timely manner or to perform the Work in accordance with the terms and conditions of the Contract. Failure to maintain NYS Certification/Registration and/or insurance coverage are grounds for immediate termination of the Contract. However, YONKERS PARKING AUTHORITY may, upon determining that Contractor's performance hereunder will endanger the public health or safety, terminate the contract immediately. Notwithstanding the above, the Contractor shall not be relieved of liability to the Authority for damages sustained by the Authority by virtue of any breach of the Contract by the Contractor and the Authority may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Authority from the Contractor is determined.

## **SECTION 6 – PAYMENTS**

Full payment, in the amount shown in Item 4 of Page 2 of this Contract, will be made after satisfactory completion of the services and tasks described in the Scope-of-Work herein and within 30 days of receipt of a proper invoice by YONKERS PARKING AUTHORITY. Acceptance of final payment by the Contractor shall constitute a waiver of any claims arising from this Contract by contractor against YONKERS PARKING AUTHORITY.

Notwithstanding the foregoing, it is understood that the Parking Authority operates on a fiscal year basis that begins on January 1st and ends on December 31st of each year. The Parking Authority shall not be considered to be in default under this Agreement if any payments are due after the beginning of a fiscal year when the Parking Authority's budget has not been approved for that fiscal year unless the non-payment continues after 31 October in any year.

## **SECTION 7 - EXECUTORY CLAUSE**

In accordance with the **Local Finance Law of New York State**, YONKERS PARKING AUTHORITY shall have no liability under this Contract to the Contractor or to anyone else beyond funds appropriated and available for this Contract.

## **SECTION 8 - INDEMNIFICATION**

In addition to any liability or obligation of the Contractor to YONKERS PARKING AUTHORITY that may exist under this Contract or by statute or otherwise, Contractor shall indemnify and hold The City of Yonkers, YONKERS PARKING AUTHORITY and its directors, officers and employees, harmless from and against any damages, costs, claims or liabilities which The City and/or YONKERS PARKING AUTHORITY may sustain, as a result of: any and all liabilities, losses, damages, interests, judgments, liens, costs and expenses (including without limitation, reasonable counsel fees and disbursements), claims, demands, suits, actions, or proceedings which may be made or brought against The City and/or YONKERS PARKING AUTHORITY for or in relation to any personal injury or property damage caused by the negligent acts or omissions of the Contractor.

## **SECTION 9 - INSURANCE**

Neither the Contractor nor any of its subcontractors shall commence Work under this Contract until the Contractor has delivered certificates of insurance evidencing the insurance required by this Section and bearing notations evidencing the payment of premiums and coverage and amounts approved by YONKERS PARKING AUTHORITY.

Required coverage for Services are indicated by a :

- (a)  The Contractor shall provide Worker's Compensation Insurance and Employer's Liability Insurance as required under the Worker's Compensation Law.
- (b)  Without limiting or restricting the provisions of Section 8, the Contractor shall maintain Commercial General Liability Insurance, listing The City of Yonkers and YONKERS PARKING AUTHORITY as (an) additional insureds, in the minimum amount of \$3,000,000 in the aggregate, \$1,000,000 each incident, with a company or companies licensed in New York State with an A or better Best Rating.
- (c)  Without limiting or restricting the provisions of Section 8, the Contractor shall maintain (if required) Garage Policy of insurance, including, without limitation, the following coverage: Garage Liability Insurance including Product Liability, Contractual Liability and Completed Operations coverage, in an amount not less than \$1,000,000 combined single limit per occurrence; Garage Keepers Insurance in the amount not less than \$1,000,000 combined single limit per occurrence; and Excess Liability Insurance coverage in an amount not less than \$1,000,000 combined single limit per occurrence with a company or companies licensed in New York State with an A or better Best Rating.

The Certificate of Insurance for the above coverage **must include the YONKERS PARKING AUTHORITY Contract number**; bear a notation evidencing **a minimum of 30-day cancellation notice** to YONKERS PARKING AUTHORITY, and **list the Yonkers Parking Authority and The City of Yonkers as (an) additional insureds**.

In the event you receive notice from any third party that a cause of action or claim may be initiated against the Yonkers Parking Authority and/or The City of Yonkers in connection with this agreement, Contractor agrees to give immediate written notice of same by certified mail, return receipt requested, to: (i) the Yonkers Parking Authority at the above address, Attn: Deputy Executive Director and to (ii) the Corporation Counsel's Office, 40 South Broadway, Room 300, Yonkers, New York 10701, Attn.: Corporation Counsel.

### **SECTION 10 - RECORDS AND ACCOUNTS**

Contractor shall maintain accurate records and accounts of services under this Contract and shall furnish or make available such records and accounts or other information as may be required to substantiate any report or invoice submitted to YONKERS PARKING AUTHORITY for payment.

### **SECTION 11 - OWNERSHIP OF MATERIALS**

Upon completion of the Work, or upon termination of this Contract pursuant to Section 3 and 5 of this Schedule A, all products and materials, including software, collected and prepared pursuant to this Contract, shall become the exclusive property of YONKERS PARKING AUTHORITY, shall be delivered to YONKERS PARKING AUTHORITY (preliminary, final or otherwise), and any and all rights of Contractor to such materials shall immediately be extinguished. YONKERS PARKING AUTHORITY shall have the sole and exclusive right to use such materials in any way it chooses.

### **SECTION 12 – ASSIGNMENT**

Contractor shall not assign, transfer or otherwise dispose of its rights, privileges or responsibilities under the terms of this Contract, without YONKERS PARKING AUTHORITY'S prior written consent. In the event there is no prior written consent from YONKERS PARKING AUTHORITY, such transfer, assignment, or other disposition shall be void.

## **SECTION 13 - CONFLICTS OF INTEREST**

The Contractor represents that:

- (a) The Contractor has not now, and will not acquire, any interest, direct or indirect, present or prospective, in the project to which the Contractor's work relates or the real estate which is the subject of the project, or in the immediate vicinity thereof and has not employed nor will knowingly employ in connection with work to be performed hereunder any person or entity having any such interest during the term of this Contract.
- (b) No officer, employee, agent or director of YONKERS PARKING AUTHORITY, shall participate in any decision relating to this Contract which affects his/her personal interest or the interests of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any officer, agent, director or employee of YONKERS PARKING AUTHORITY have any interest, direct or indirect, in this Contract.
- (c) The Contractor shall cause, for the benefit of YONKERS PARKING AUTHORITY, every contract with any subcontractor to include the representations contained in subsections (a) and (b) of this Section. The Contractor will take such action in enforcing such provisions as YONKERS PARKING AUTHORITY may direct, or, at its option, assign such rights as it may have to YONKERS PARKING AUTHORITY for enforcement by YONKERS PARKING AUTHORITY.

## **SECTION 14 - MACBRIDE FAIR EMPLOYMENT PRINCIPLES**

In accordance with **ARTICLE VI OF THE CODE OF THE CITY OF YONKERS** the bidder, by submission of this bid, certifies that if it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder: has business operations in Northern Ireland, such bidder, shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

## **SECTION 15 - EEO POLICY STATEMENT**

The Contractor shall, in all solicitations, or advertisements for employees placed by or on behalf of the Contractor, state that it is an Equal Opportunity or Affirmative Action employer.



## **1. Minority and Women-Owned Business Enterprises**

The Contractor shall use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performances of this contract. As used in this Contract, the term “minority and woman-owned business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Contractor may rely on written representations by subcontractors regarding their status as minority and female business enterprises in lieu of an independent investigation.

## **SECTION 16 - CIVIL RIGHTS**

The Contractor agrees to comply with the City of Yonkers’ and the State of New York’s civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1976, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

## **SECTION 17 - NON-DISCRIMINATION CLAUSE**

The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age marital status, or status with regard to public assistance. The Contractor will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

## **SECTION 18 – MATERIALS AND WORKMANSHIP**

The Contractor hereby agrees and guarantees that all work furnished under the Contract will conform to the terms of this Contract, as to kind, quality, function, design and characteristics of materials and workmanship, such conformance shall continue for one year from the date of completion or the Contractor shall replace any defective material or workmanship without cost to YONKERS PARKING AUTHORITY.

Contractor agrees that all reports, plans, studies and other documents and materials (including underlying data) and all recommendations, whether written or oral, developed in the course of providing the Work, are confidential between Contractor and YONKERS PARKING AUTHORITY, and except as specified herein, Contractor may not reveal or disclose such work product, without permission from YONKERS PARKING AUTHORITY, or unless ordered by a court of competent jurisdiction. No information or material shall be disseminated to the general public, the news media, or any person or organization prior to express approval by the Corporation Counsel.

## **SECTION 19 – SAFETY**

The Contractor shall provide at his own cost and expense such safety devices for the protection of its employees, and those of the Subcontractor(s), The Yonkers Parking Authority, the public, and any other persons as may be necessary and as may be required by the Project Manager. The Contractor shall perform all work in a safe manner and in compliance with OSHA, EPA, DEP, and all other applicable Federal, State, and local laws, rules, and regulations.

## **SECTION 20 – WASTE REMOVAL/CLEAN-UP**

The Contractor shall remove all waste material in connection with the Work from the property of The Yonkers Parking Authority Parking Authority. All waste material in connection with the Work shall become the property of the Contractor and shall be disposed of in keeping with all applicable Federal, State, and local laws, rules, and regulations. The Contractor shall, on a daily basis, thoroughly clean and keep clean the work site, all roadways, sidewalks, and other indoor and outdoor areas in connection with this Work.

## **SECTION 21 - LABOR LAW**

If this Contract involves the employment of laborers, workmen or mechanics under Articles 8 or 9 of the Labor Law or constitutes a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days set forth therein, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the New York State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the New York State Labor Department in accordance with the Labor Law.

## **SECTION 22 – CONTRACTOR'S STATUS**

It is understood that the Contractor is an independent Contractor and is not to be considered an employee of the Authority, or assume any right, privilege, or duties of any employee, and shall hold harmless the City of Yonkers, the YPA and their respective officers, employees, successors and assigns from and shall defend at its own expense against claims, demands, suits, actions damages, losses and expenses resulting from the Contractor's errors, omissions, or gross negligence in the performance of this Agreement.

## **SECTION 23 – CERTIFICATION OF NON-COLLUSION**

If this Contract was awarded based upon the submission of bids, Contractor warrants under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to YONKERS PARKING AUTHORITY a non-collusive bidding certification on Contractor's behalf.

## **SECTION 24 – ENTIRE AGREEMENT**

This Contract, with its schedules and exhibits, integrates all agreements, representations and warranties prior to the date hereof, whether oral or written, between the parties, and constitutes the entire Contract between the parties hereto.

## **SECTION 25 – GOVERNING LAW**

This Contract shall be construed in accordance with the laws of the State of New York.

## **SECTION 26 – COUNTERPARTS**

This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

## **SECTION 27 - CONFLICTING TERMS**

In the event of a conflict between the terms of this Contract (including any and all attachments thereto and amendments thereof) and the terms of this Rider, the terms of this Rider shall govern.

## **SECTION 28 - DISSEMINATION OF INFORMATION**

No information concerning Contractor's work and services performed under this contract shall be disseminated to the general public, the news media, or any other person or organization, including public officials, prior to express approval by the Yonkers Parking Authority.

## **SECTION 29 – NOTICES**

Any notice, demand, consent, approval or request (collectively “notices”) which may be or is required to be given under this Contract or by law must be in writing and signed and shall be either (i) delivered by hand (with a signed receipt), (ii) delivered by nationally recognized overnight courier, or (iii) sent by certified mail or registered mail, postage prepaid, return receipt requested to the parties at the following addresses: (a) if to the Authority, to the Corporation Counsel’s Office, 40 South Broadway, Room 300, Yonkers, New York 10701 with a copy to the Yonkers Parking Authority, at 8 Buena Vista Ave. Yonkers, New York 10701 and (b) if to Vendor, at Vendor’s address set forth above, or at such other address as Vendor may designate in writing. Unless otherwise specified herein, all such notices, properly addressed, will be deemed given and received on the date of delivery or refusal thereof.

## **SECTION 30 - AUTHORITY TO DO BUSINESS IN NEW YORK**

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. You may get additional information at: Department of State, Division of Corporations, 41 State Street, Albany, NY 12231 (518-473-2492).