

INVITATION TO BID
-
VEHICLE REPAIR & SERVICE

**Issued by the
Town of Bedford**



**Lee V.A. Roberts, Supervisor
Peter A. Chryssos, Deputy Supervisor
Francis Corcoran
Christopher Burdick
David Gabrielson**

**Lisbeth Fumagalli, Town Clerk
Edward Ritter, Comptroller**

**Date Issued:
July 13, 2012**

**BID opening
August 8, 2012**

11:00 a.m. in the Town Clerk's Office

Invitation to Bid – Vehicle Repair & Service

Table of contents:

<u>Page</u>	<u>Description</u>
1.	Cover Sheet
2.	Table of Contents
3.	Public Notice to Bid
4.	Introduction
4-6.	Scope of Work
6.	Vendor Qualification
6.	Specifications
7.	Prevailing Wages
7.	Inspection of Work
7.	Labor Charges
8.	Work Order
8.	Parts & Materials
8.	Invoicing
8-9.	Insurance Requirements
10.	Proposal Requirements
10.	Evaluation Procedures
10.	Terms of Engagement
11.	Non-Collusive Certification
12.	Non-Collusive Resolution
13.	Proposer Warranties
14.	Hold Harmless Agreement
15-16.	Bid Proposal Form
17.	W-9 Form

Town of Bedford – Bedford Hills NY 10507

PUBLIC NOTICE

The Town of Bedford invites bids for

VEHICLE REPAIR & SERVICE

Bid packets can be obtainable starting July, 13, 2012 either at WWW.BEDFORDNY.GOV or at the Town Clerk's Office, 321 Bedford Road, Bedford Hills, NY 10507. Bids shall be submitted in sealed envelopes marked on the

"Bid for Vehicle Repair & Service"

and be in the hands of the Town Clerk, 321 Bedford Road, Bedford Hills, NY 10507, prior to 11:00 a.m. on

August 8, 2012

at which time the RFP's will be opened and publicly read aloud by a representative of the Town Clerk's Office. The proposals will be tabulated and presented to the Town Board for action shortly thereafter. The Town of Bedford reserves the right to reject any or all proposals, waive informalities and accept the one appearing to be in the best interest of the Town of Bedford.

Lisbeth Fumagalli
Town Clerk

Town of Bedford

Invitation to Bid – Vehicle Repair & Service

I. INTRODUCTION:

The Town of Bedford is looking for licensed and qualified vendor(s) to perform repair and service work on vehicles owned by the Town. This RFP is not part of any project as it is being solicited to put a vendor(s) on contract as the Town can call upon the vendor when a service is required. The awarded contract will be for one year with an option to renew for successive one year periods upon written consent of both parties.

II. SCOPE OF WORK:

A. General Scope of Work

Awarded contractor shall furnish all personnel, materials, parts, equipment, tools, and service to perform repairs and maintenance on the Town owned vehicle. All maintenance performed will be in accordance with manufacturer's requirements. Upon job completion / pick-up, service center must submit a legible service ticket to the Town of Bedford representative indicating date, vehicle, actual hours of work, work performed and parts used. **Town of Bedford representative will not accept the vehicles without a legible service ticket.**

*Safety Inspections are required on all Town Vehicles at time of maintenance.

The following is a list of items to be checked for these vehicles.

Oil Status	Filters –Air and Oil status
Brakes	Tires
Front Suspension & Steering	Rear Suspension
Exhaust	Springs/Shocks
Drive Train	Transmission
U-joints	Fluids
Battery Connections/acid	Belts/Hoses
Wipers/Lights	Emergency Equipment – sirens, lights, etc.

Vehicles owned and operated by the Town include but are not limited to the following:

Ford Crown Victoria's 2001-2010

Ford F350 2001-2008

Ford Escape Hybrid 2008-2009

Chevy Impala 2004-2005

Grand Cherokee 2005-2007

Chevy Tahoe 2005 – 2010

Ford Taurus 2005 – 2010

Ford Van 1991

Chevy Van 2003

Ford Pick-up 2003

Chevy Silverado 2008

Honda Civic 2005

GMC Bus 2002

1995 – 2012 6 yard Ford, Sterling, and Mack diesel dump trucks

2001-2012 F550 Dump Trucks

B. Estimates:

The Vendor shall provide free estimates for the town vehicles. All estimates shall be complete and include all parts and labor. All estimates shall be typed or computer generated and submitted for review by the town's personnel within twenty-four (24) hours of receipt of vehicle. No repairs shall be initiated until estimates are presented and approved by town personnel. A vehicle may be withdrawn at this point at the sole discretion of the town. The town personnel must approve any variations from the original estimate before any work is done. These variations must be presented in writing, with detailed information to be included in the original estimate. The town shall reserve the right to verify, through other sources, if the estimate is complete and reasonable. All estimates and invoices must contain the original Complaint, Cause, and Correction.

C. Repair Approval:

If during the performance of requested services, Vendor determines that additional services are necessary, vendor shall notify the appropriate town personnel prior to beginning any work. The vendor shall first submit in writing a complete cost breakdown of cost for labor, parts and materials to the Town of Bedford and must receive written authorization in the form of a Purchase Order (PO) before the commencement of any work.

D. Vendor must be capable of performing service including but not limited to the following:

1. Oil Change:

The oil change must include correct quantity/quality of oil, filter, lubrication of chassis including steering and suspension components, inspect all fluid reservoirs and add as necessary. The Contractor must use premium oil and filters that meet the vehicle manufactures specifications. The Contractor must also inspect the complete underside of the vehicle including engine and brake systems and report any conditions that may affect vehicle performance or vehicle safety. The Contractor must dispose of any oil or fluids in accordance with all current federal and state regulations. The frequency of the oil change will be at the discretion of the Town of Bedford.

2. Tune Up For Gasoline Vehicles:

The tune-up must include installation of recommended spark plugs at the manufacturer's recommended gap, inspect distributor cap and rotors if applicable, all fuel injection systems inspection, inspect primary and secondary wirings for performance, inspect PCV valve if applicable, check all hoses, clean battery terminals, inspect fuel filter, replace air filters, inspect all belts and replace or tighten as necessary. The vendor may complete these repairs or services only upon approval by the Town personnel have been received.

3. Brake Service:

The brake service must include replacement of pads/shoes, rotors/drum resurface or replacement, replacement of brake linings and hardware if needed, adjustments, cleaning and lubing of backing plates and slides, inspection of master cylinders, boosters, ABS operation, fluid quality, wheel cylinders, calipers, hoses, lines, and bleed/flush the brake system, if required. The vendor may complete these repairs or services only upon approval by the Town personnel have been received.

4. Transmission Service:

The transmission / transaxle service must include screen / filter replacement and complete fluid change, and gasket when applicable. Town's personnel will advise when a vehicle's transmission fluid is to be flushed. Additional service may include lubricate and inspect u-joints, CV (constant velocity) boots and joints, 4x4 operation if applicable and lubrication of linkage. The vendor may complete these repairs or services only upon approval by the Town personnel have been received.

5. Air Conditioner Service:

The air conditioner service should perform an A/C performance inspection, when servicing A/C system complaints, and provide an outside and inside temperature comparison-for estimate and approval. The vendor may complete these repairs or services only upon approval by the Town personnel have been received.

6. Trucks:

The Vendor must be capable of performing a variety of services for the Town's gasoline and diesel trucks including, but not limited to, four (4) wheel tire rotation, electronic wheel balancing, engine coolant flush, transmission service, complete engine diagnosis internal / external replace/repair as needed with approval, engine overhaul or replacement, fuel system diagnosis and repair, air conditioning and heating systems diagnosis / repair and service, transmission diagnosis / service / repair or replacement, transaxle diagnosis/repair/replacement, electrical system diagnosis or repair, suspension and steering components diagnosis/repair and replacement, wheel alignment if needed afterwards, verify 4x4 operation if applicable, repair/replace as needed, diagnose/repair or replace complete exhaust system, evaporative system diagnosis / repair/ replace, monitor readiness analysis, drive line components diagnosed/repared/replaced as needed. The Vendor should also have the ability to diagnose and service diesel engines and DOT/SMOKE inspection-testing. The vendor may complete these repairs or services only upon approval by the Town personnel.

E. Warranty:

1. The vendor shall guarantee all work provided against defects in workmanship; and shall satisfactorily correct, at no cost to the Town, any defect that may become apparent within the 90 day warranty. The warranty period shall commence upon date of acceptance, inspection and approval by the Town's representative.
2. If the awarded vendor is notified in writing of a fault, deficiency, or error in the work provided within the 90-day warranty, the awarded vendor shall either re-perform the work or portions of the work to correct the fault, defect or error, at no additional cost to the Town, or refund to the Town, the charges paid.
3. All replaced parts must carry manufactures warranty.

III. VENDOR QUALIFICATIONS:

Must possess the following certifications and capabilities without outsourcing work:

- Must be a NY State Registered Motor Vehicle Repair Shop
- NY state inspection certification including diesel and gasoline emissions
- Ability to re-flash vehicle computer programming
- Free pick up and delivery of vehicles to be serviced, including license
- Minimum of five years in business of automotive mechanical repairs
- For all parts provided, vendor must obtain a minimum of three prices and be prepared to demonstrate prices upon request of the Town
- Must be within 10 miles of the Town of Bedford
- Must have access to up to date repair and maintenance manuals including recall information and technical bulletins
- Must utilize a computerized repair and invoice system and be able to provide vehicle repair history and cost upon request

Vendor shall comply with Environmental Protection Agency (EPA) guidelines for the disposal of hazardous material.

VI. SPECIFICATIONS:

The intent of this contract is for the furnishing of all necessary labor, equipment, materials, tools, supplies, replacement parts and extras for the services of various vehicles owned by the Town of Bedford. Bidders must be able to give priority status to Town vehicles and must begin work on vehicles within one (1) working days of contact by the Town. Work must be completed within one (1) working day, unless there is a major parts problem. If there is a delay in obtaining the necessary parts the department must be notified as soon as possible with an anticipated completion time.

The Vendor agrees that the mechanics are experienced and qualified to work on the specific type of equipment and that all work will be performed in accordance with the best commercial practices and without unnecessary delays. The Vendor must have available suitable modern equipment necessary to make precision adjustments when required and all special repair tools for the proper servicing of the equipment called for under the contract.

All parts and materials supplied by the contractor and used on Town vehicles shall be new and equal in quality to original equipment manufacturers except as stated. NO parts, accessories or supplies shall be used which might void the vehicle manufacturer's warranty. When not concerned with the vehicle warranty, the ordering agency may authorize use of rebuilt assemblies or sub-assemblies when such is standard industry practice and the rebuilt item carries the same warranty as a new assembly or sub-assembly. Oil quality must be same as specified by the manufacturer.

For repairs performed on vehicles which are not covered by an applicable current flat rate, an estimate of the number of hours required to perform the service shall be supplied by the contractor at the time the vehicle is entered into the shop. No work is to be performed without the approval of the Town. When the estimated cost of repairs appears unreasonable in view of prior cost experience and other prevailing estimates, the Town reserves the right to obtain services on the open market.

Vendor shall not subcontract any of the work without prior approval of the Town.

All inquiries concerning the Invitation to Bid shall be addressed in writing to Edward Ritter, Town Comptroller, Town of Bedford – eritter@bedfordny.gov

V. PREVAILING WAGES:

It has been determined by the state Department of Labor that a Prevailing Wage Rate Schedule is not required for this project.

VI. INSPECTION OF WORK:

All vehicle repairs authorized by the Town's personnel shall be subject to inspection on the repair center premises and/or after repair completion at the Town's premises. In the event Towns finds improper and/or incomplete repair(s), all corrective repair or services shall be performed by the Vendor, at no charge to the Town. The quality of service and parts shall be subject to inspection by the designated representative of the Town at any time. Should it be found that the quality of the service being performed or the parts being used is not satisfactory, and that the specifications are not being met, the vendor will be notified in writing by the Town. Repeated offense of this nature may be considered as grounds for the termination of the contract.

VII. LABOR CHARGES:

The invoice must list specifically the number of man-hours worked. The contractor's labor charges must correspond to the rates supplied with the bid. The bidder agrees and hereby certifies that all labor contained in the bid's invoices shall be only those that were required and necessary to complete the required repair work. Labor charges must be verifiable by means of a reputable manual such as Chilton's, Mitchell's, Motors or Aldata. Bidder must state on invoice, which manual was used for calculating labor rates.

It is understood that vehicles over five (5) years old may require the use of real time hourly rates. When real time rates are used, this must be identified on their invoices with the reason for real time labor such as rusty bolts, etc.

VIII. WORK ORDERS:

Upon job completion, the service personnel must submit a signed legible "Service Ticket" to the Town representative indicating date, vehicle, actual hours of work, work performed and parts and supplies used. **Town of Bedford representative will not accept any vehicles without a legible service ticket.**

Copies of the service call ticket must be attached with invoices submitted for payment. The copy of the service ticket must match the copy of the service ticket provided to the Town of Bedford representative at the time of pick-up of the vehicle. The payment will not be made to an invoice submitted for payment with un-matched service tickets or without a valid Town of Bedford representative's signature.

IX. Parts and Materials:

Contractor shall be reimbursed for all parts and materials at Contractor's cost plus/minus percentage of mark up or discount as mentioned in their bid. Invoiced parts and materials with unit prices greater than \$100.00 shall be supported with a receipt of purchase for those items at time of billing. When such a copy of the Contractor's receipt is not available, the Contractor shall prepare and sign a substitute receipt indicating the description of the item, unit cost, date of purchase, and supplier from who item was purchased. Payments shall not be made for any parts/material without the proper documentation attached to the contractor's original invoice. The Town has the option to purchase directly any individual part/material for the service/repair that exceeds \$100.00 in cost.

The bidder agrees and hereby certifies that all parts and materials which he purchases shall be at the lowest price available at the time considering the prevailing conditions and circumstances for which it is required that the purchase be made. All parts must be new and of first quality.

X. INVOICING:

The contractor's invoice must contain detailed and legible description of all completed work performed, list the number of man-hours worked, manufacturer and the name of Part, Part number, Suggested Mfg. Resale Price, Discount Offered and the net price. Invoices not submitted in this format will not be paid until corrected. Invoices must include copies of the signed service call ticket that applies to that particular invoice. The contractor's labor charges must correspond to the rates, which he supplied with the bid. The contractor agrees and hereby certifies that all labor charges contained in the bid's invoices and vouchers shall be only those that were required and necessary to complete the work. Invoices held for verification, missing information, or returned for corrective re-submittal shall not be subject to late fees.

XI. REQUIRED INSURANCE – CONTRACTORS, SUBCONTRACTORS & VENDORS

Insurance Exhibit

The Contractor/Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

- 1) Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - a) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - b) CGL coverage shall be written on ISO Occurrence form CG 00 011093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, product-completed operations, and personal and advertising injury, blanket contractual including injury to subcontractors employees.

Note: c) Town of Bedford and their agents, officers, directors and employees shall be included as additional insured on the CGL, using ISO Additional Insured Endorsement CG 20 10 1185 or an endorsement providing equivalent or broader coverage to Town of Bedford and their agents, officers, directors and employees. The coverage must be underwritten by an

Insurance Company with at least 'A 7' Best rating as defined by A.M. Best. Coverage for the additional insured shall apply as Primary and Non-Contributing Insurance before any other insurance or self-insurance, include any deductible, maintained by, or provided to, the additional insured's.

d) Contractor/Subcontractor shall maintain CGL coverage for itself and all additional insured for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 2 years after completion of the Work.

2) Automobile Liability

- a) Business Auto Liability with limits of at least \$1,000,000 each accident.
- b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- c) Town of Bedford and their agents, officers, directors and employees shall be included as insured on the auto policy.

3) Workers Compensation and Employers Liability

- a) Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.
- b) Where applicable, U.S. Long shore and Harbor workers Compensation Act Endorsement shall be attached to the policy.
- c) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

4) Property Insurance

The Contractor shall cover materials being installed onsite, in transit, and/or at any other location.

5) The Contractor shall not sublet any part of his work without assuming full responsibility for requiring similar insurance from his subcontractors and shall submit satisfactory evidence to that effect to the Town of Bedford. Each such insurance policy, except the Workers' Compensation Policy, shall include The Town of Bedford and their agents, officers, directors and employees as an additional insured.

6) Certificates shall provide that 30 days written notice prior to cancellation be given to the Town of Bedford. Policies that lapse and/or expire during the term of occupancy shall be re-certified and received by Town of Bedford no less than 30 days prior to cancellation or renewal.

Safety Provisions

The safety provisions of applicable laws, building and construction codes and the safety rules approved by the State Labor Commissioner shall be observed.

The provisions of the Federal Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction" shall be observed.

Should at any time during the work under this Contract any Local/State/Federal safety inspector visit the site for the purpose of a safety inspection, the Contractor shall immediately notify the Town representative on the job site.

XII. BID REQUIREMENTS:

All proposals must be submitted in a sealed manila envelope of the approximate size of nine by twelve inches to the Town Clerk's Office, 321 Bedford Road, Bedford Hills, NY 10507 **on or before 11:00 a.m. on August 8, 2012**. No late submissions will be accepted. This envelope shall be marked with the words: "**BID FOR VEHICLE REPAIR AND SERVICE**". At that time and place all proposals received shall be publicly opened and announced by the Town Clerk.

The proposal package shall include the following items:

- 1) A completed Dollar Cost form.
- 2) A completed Hold Harmless Agreement.
- 3) A completed Proposer Warranties
- 4) A completed Non-Collusive Certification.
- 5) A completed Non-Collusive Resolution (Required for Corporations).
- 6) A completed W-9 form.
- 7) Assurance of ability to provide an executed copy of the bidder's Certificates of Insurances.
- 8) Each proposal shall include the name, address, telephone number, signature of official, and date.
- 9) Provide references for similar work, including municipal references
- 10) Provide separate hourly labor rates for service of gasoline powered vehicles and diesel powered vehicles.
- 11) List markup on parts (percentage mark up on lowest of three prices obtained).

XIV. EVALUATION PROCEDURES:

These proposals are being solicited through a fair and open process. Applicants, who are willing to provide the described materials and services as requested above, shall be evaluated on the basis of quoted price.

The Town of Bedford reserves the right to: (i) not select any of the proposals; (ii) require proposers to submit to a personal interview and/or submit additional or clarifying information; (iii) to reject any or all proposals; (iv) to waive any informalities in the proposals; (v) procure the materials and services from other sources if deemed most advantageous to the objectives of the Town, and (vi) award to multiple vendors as best fits the needs of the Town of Bedford.

The Town's determination of the company who is most advantageous to the goals and objectives of the Town shall be final and conclusive. The award shall be determined by majority vote on a resolution to be read at an open public meeting.

The Town reserves the right without prejudice to reject any or all proposals.

XV. TERMS OF ENGAGEMENT:

Contract period shall be for one year. The contract may be extended for up to 4 consecutive years subject to annual review by the Town Board and by mutual agreement of all parties. If the agreement is extended beyond the first year a cost of living increase in fees may be applied to the labor rates in this agreement but in no case shall that increase be greater than the CPI as published in the Wall Street Journal. This agreement may be terminated upon 30 days notice by the Town of Bedford Board or by the contractor subject solely to payment of fees and disbursements as of the date of termination.

NON-COLLUSIVE CERTIFICATION

(As required by Section 103d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate, this corporation bidder shall be liable under the penalties of perjury).

As of September 1, 1966, this Section will read as follows-

103-d Statement of non-collusion in proposals and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency, or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidders and affirmed by such bidder as true under the penalties of perjury,

NON-COLLUSIVE BIDDING CERTIFICATION

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

b. Any bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder shall so state and furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (a) (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.

The fact that the bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to include the signing and submission of the bid and the inclusion as the act and deed of the corporation.

Signed _____

Title _____

RESOLUTION - FOR CORPORATE BIDDERS ONLY

RESOLVED THAT _____ be authorized to sign and submit the bid or proposal of this corporation for the following project:

Describe the project

And to include in such bid or proposal the certificate as to non-collusion required by SECTION ONE HUNDRED THREE – D of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by;

Corporation at a meeting of its Board of Directors held on the _____ day of _____ and is still in full force and effect this _____ day of _____ .

(SEAL OF CORPORATION)

(SECRETARY)

Town of Bedford
Bedford Hills, NY 10507
Invitation to Bid – Vehicle Repair & Service

Appendix A

BIDDER WARRANTIES

- A. Bidder warrants that it is willing and able to comply with State of New York laws and regulations.
- B. Bidder warrants that it is willing and able to obtain an error and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Bidder warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the Town of Bedford.
- D. Bidder warrants that there are no conflicts of interest between the bidder and the Town of Bedford
- E. Bidder warrants that all information provided by it in connection with this proposal is true and accurate.

Firm's Name: _____

Name: _____ **Title:** _____

Address: _____ **State/Zip:** _____

Telephone Number: _____ **Date:** _____

Town of Bedford
Bedford Hills, NY 10507

Invitation to Bid – Vehicle Repair & Service

Appendix B

HOLD HARMLESS AGREEMENT

(This form must be signed and notarized – Submit with bid)

To the fullest extent permitted by law, Contractor/Subcontractor/Vendor will indemnify and hold harmless the Town of Bedford, it's officers, representatives, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including reasonable legal fees and all court costs and liability (including statutory liability) arising in whole or in part and in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of Contractor/Subcontractor/Vendor, it's officers, directors, agents, employees and subcontractors, in connection with the performance of any work by or for Contractor/Subcontractor/Vendor pursuant to any contract, Purchase Order and/or related Proceed Order. Contractor/Subcontractor/Vendor will defend and bear all costs of defending any actions or proceedings brought against the Town of Bedford, their officers, representatives, agents and employees, arising in any employee of the Contractor/Subcontractor/Vendor and shall not be limited in any way by an amount or type of damage, compensations, or benefits payable under any applicable workers' compensation, disability benefits or other similar employees benefit act.

The Contractor/Subcontractor/Vendor hereby expressly permits the Town of Bedford to pursue and assert claims against the Contractor/Subcontractor/Vendor for indemnity, contribution and common law negligence arising out of claims for damages for death and personal injury.

Company Title/Name: _____

Name: _____ Signature: _____

Signature: _____ Date: _____

Sworn to me this _____ day of _____, 20

Notary Public Signature: _____

Town of Bedford
Bedford Hills, NY 10507
Invitation to Bid – Vehicle Repair & Service

Bid Proposal Form

(The Bidder shall furnish, but not be limited to, labor, materials, supplies and tools necessary to provide the fleet vehicle maintenance as outlined in the Scope of Work).

Date

Costs

Hourly Labor Rate for Gasoline Powered Vehicles

\$ _____

Hourly Labor Rate for Diesel Powered Vehicles

\$ _____

Markup on parts (percentage mark up on lowest of three prices obtained)

% _____

The proposer must also include any and all charges that will apply, even if those charges are not explicitly mentioned in the proposal.

Other Charges: _____

Submitted by:

Company name

Address

City, State, Zip

(Print name) **(Signature)**

(Phone) **(Fax)**

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.