

TOWN OF NORTH CASTLE

PROPOSALS FOR THE OPERATION OF THE ATHLETIC
FACILITIES AT COMMUNITY PARK –
205 BUSINESS PARK DRIVE, ARMONK, NY 10504



REQUEST FOR SEALED PROPOSALS

Town of North Castle

15 Bedford Rd.

Armonk, NY 10504

Deadline for Submittal: May 30, 2024

Date of Distribution: March 4, 2024

TABLE OF CONTENTS

Notice to Bidders – Page 3

Instructions to Bidders – Page 4

Bid Proposal – Page 9

Bid – Page 12

Statement of Non-Collusion – Page 17

Resolution – Page 18

Agreement – Page 21

Prevailing Wage Rates – Page 24

Compliance with Labor Law – Page 25

Insurance Requirements – Page 26

Indemnification and Hold Harmless – Page 29

Non-Discrimination Clause – Page 30

Bid Specifications / Scope of Work – Page 33

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Town of North Castle will receive sealed Proposals for the Operation of the Athletic Facilities at Community Park – 205 Business Park Drive, Armonk within the Town of North Castle, Westchester County, New York. Sealed bids for performing the work herein described will be received at the Office of the Town Clerk, Town of North Castle, 15 Bedford Road, Armonk, New York 10504, until 11:00 A.M. E.S.T. on May 30, 2024, and immediately thereafter the bids will be publicly opened and read aloud.

Complete specifications and bid forms may be obtained on or after April 18, 2024 at the following link: <https://www.northcastleny.com/bids-and-rfps-currently-for-consideration>

Potential bidders who have downloaded the Bid Documents shall provide their contact information to Matt Trainor mtrainor@northcastleny.com in the event any addendums to the RFP Documents are issued.

Proposals shall be made on the Proposal Forms furnished with the Specifications and must be accompanied by a Bid Bond acceptable by the Town, or a certified cashier's check, drawn on a solvent bank, in the amount of not less than 5% of the total amount of the Proposal. Bidders who submit certified checks must accompany them with a Consent of Surety from a recognized Bonding Company. Checks shall be made payable to the Town of North Castle, New York, and are to be held by the Town as a guarantee for the proper execution and delivery of the Contract and Bonds to secure the faithful performance thereof. In default of such execution and delivery of Contract and Bonds, the amount of the deposit represented by the check shall be forfeited to and retained by the Town of North Castle as liquidated damages.

Proposals shall be enclosed in a sealed envelope bearing the name and address of the Bidder, addressed to Alison Simon, Town Clerk - 15 Bedford Road, Armonk, New York 10504 and endorsed "**Community Park Athletic Facility Proposals**".

The Town of North Castle reserves the right to reject any and all proposals, to waive any informality in any Proposal, and to award the Contract to other than the highest Bidder if deemed in the best interest of the Town to do so.

Dated: April 18, 2024

TOWN OF NORTH CASTLE
BY: Alison Simon, Town Clerk

INSTRUCTIONS TO BIDDERS

DOCUMENTS:

Complete sets of proposal documents will be issued for bidding purposes as stated in the "Notice to Bidders". A complete set of documents consists of the following:

- A. A bound copy of Specifications
- B. Addenda (if any)

PROPOSALS:

To be considered, Proposals on the forms included herein, must be in accordance with these Instructions to Bidders. All proposals must be submitted on the prescribed forms which are included herein, such forms also being bound in the specifications as SECTION C. All blank spaces for proposal prices must be filled in, both in words and figures; either typed or in ink.

Proposals that contain any omission, erasures, alterations, additions, or items not called for in itemized Proposal, or that contains irregularities of any kind, may constitute sufficient cause for rejection of the proposal. In case of any discrepancy in the price or amount in the Proposal, the price, as expressed in words, shall govern. All proposals must be submitted in sealed envelopes addressed to Alison Simon, Town Clerk, Town of North Castle, 15 Bedford Road, Armonk, New York 10504 and be clearly identified with: (1) Project Name, (2) Name of Bidder and Address. Proposals shall be signed with bidder's name typed or printed below signature. The Bidder's seal, if a corporation, shall be affixed under the Bidder's signature. Telephone, telegraphic or "faxed" proposals will not be accepted.

If a separate set of proposal sheets are issued, then they may be used with the understanding that all instructions and conditions of the contract documents are the same as if these pages were bound herein.

QUALIFICATIONS OF BIDDERS:

It is the intent of the Town to execute a service agreement with a Contractor that can provide reliable, uninterrupted, and sound service. The Contractor must possess the financial resources, experience, technical and management qualifications to meet the requirements of the Town throughout the term of this agreement.

The Contractor is, therefore, required to complete the detailed "Statement of Bidders' Qualifications" and provide the required submission. Sufficient information should be provided for the Town to adequately evaluate the Contractor's ability to service the Town. Should insufficient space be available to fully address each request, additional information

should be included by attachment.

The Owner may make such investigations as it deems necessary to determine the qualifications of the Bidder to perform the work, and the Bidder shall furnish information and data for this purpose as may be required. The Owner reserves the right to reject any proposal if the evidence submitted by a Bidder, or the investigation of such Bidder, fails to satisfy the Owner, that the Bidder is properly qualified to carry out the obligations of the Contract and/or able to complete the work contemplated therein within the time designated. Fraudulent statements shall cause rejections of Proposal and forfeiture of bid security.

CONDITIONS OF WORK:

Each Bidder must familiarize themselves fully of the conditions relating to the services required, as detailed in the Technical Specifications in Section "I". Failure to do so will not relieve a successful Bidder of their obligation to furnish all material and labor necessary to carry out the provisions of the Contract and to complete the work for the consideration set forth in the proposal. Bidder's attention is directed to Paragraph 1 of the Bid Proposal, in which the Bidder certifies that it has examined the site(s). All bidders are responsible for visiting the site and familiarizing themselves fully with the layout of same and conditions relating to the service areas under which work will be performed. No additions or deletions to these specifications may be made without written permission by the Town Board.

Arrangements for Site Visits can be made by contacting Matt Trainor, Superintendent of Recreation and Parks at mtrainor@northcastleny.com.

ADDENDA AND INTERPRETATION:

Every request for information or interpretation of Proposal Documents must be addressed by contacting **Parks and Recreation Superintendent Matt Trainor at (914) 273-3000 x 49**, to be given any consideration and must be received at least ten (10) days prior to the date fixed for the opening of proposals. Any and all such interpretations, and any supplemental instructions, will be in the form of written Addenda and will be mailed to all prospective Bidders. The failure of any Bidder to receive any such Addenda will not relieve the Bidder of any obligation under the Proposal as submitted. The receipt of any Addenda shall be noted on the "Bid Form". All potential bidders must register with the Owner's representative as a project bidder, in order to facilitate the method of Addenda distribution, if any.

INDEPENDENT CONTRACTOR:

The relationship between the Town and Contractor is that of a municipality and an independent contractor. Neither party nor its agents and employees shall under any circumstances be deemed agents or representatives of the other and neither shall have authority to act for and/or bind the other in any way or represent that it is in any way responsible for acts of the other. This specification does not establish a joint venture, agency or partnership between the parties, nor does it create an employer/employee relationship.

The Contractor and/or shareholders of any such corporate entity or partners of any such partnership entity, may not assign, transfer, sublet or otherwise dispose of the Contract partnership, or of its rights, title or interest therein, or its power to execute the contract to any person or corporation without the previous consent in writing of the Town Board. The Contractor certifies that he is in compliance with the Federal Right to Know obligations and acts.

BID SECURITY:

Each Bidder is required to deposit at the time of submission of their proposal, a Bid Bond or certified check in an amount representing five (5%) per cent of the proposal payable to the Owner, which amount the bidder agrees is to be forfeited as liquidated damages and not as a penalty, if in case of award of the contract and thereafter fail to execute a Contract with the Owner under the conditions of this Proposal. Such bid security will be returned to all except the three highest Bidders within ten (10) working days after the formal opening of proposals, and the remaining bid security will be returned to the other Bidders after the Owner and the accepted Bidder have executed a Contract. In the event that no Contract has been executed within seventy five (75) calendar days after the date of the opening of proposals; upon the demand of the Bidder so long as the Bidder has not been notified of the acceptance of the proposal, the bidder's bid security will be returned. The Bid Security of the successful Bidder will be retained until the signing of the Agreement and the filing and approval of the bonds and insurance certificates.

INSURANCE REQUIRED:

The successful Bidder will be required to procure and provide insurance certificates for the following types of insurance, in accordance with the provisions listed in Section G.

FORM OF AGREEMENT:

The form of the agreement is included in these documents in Section D.

AWARD:

The Contract will be awarded to the highest responsible bidder pursuant to the provisions of the General Municipal Law. The Town Board reserves the right to determine responsibility based on an evaluation of the Contractor's qualifications, experience, organization, finances, past performances, and other applicable factors. The Town Board further reserves the right to reject any and all proposals.

In evaluating the proposals, the Owner shall consider the qualifications of the bidders, whether or not the proposals comply with the prescribed requirements, and alternatives and unit prices if requested in the Bid Form. Owner shall evaluate the qualifications and experience of the bidder, subcontractors, and partners as presented herein and shall conduct such investigations, as he deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of the bidders, to perform the service in accordance with the Contract Documents. The contract shall be awarded to the bidder whose evaluation by the Owner indicates to the Owner that the award will be in the best interest of the Town of North Castle.

The successful bidder must procure and provide the Town with the Certificates of Insurance and signed Indemnification and Hold Harmless Agreement (as detailed in Section G of these specifications) no later than June 1, 2024.

OWNER:

The Town of North Castle, 15 Bedford Road, Armonk, New York.

SALES TAX EXEMPTION:

Under Chapter 513 of the Laws of the New York 1974, all materials and supplies sold to a Contractor and which are to become an integral, component part of a structure, building or real property owned by an exempt organization such as the Town of North Castle, are exempt from the payment of New York State Sales or compensatory use taxes. Therefore, the Contractor should not include any amount in its proposal price to cover sales taxes for the above items.

REQUIRED SUBMISSIONS:

Prior to award, the successful bidder will be required to meet the following requirements:

- A. The successful bidder, if the business is not registered in New York State, must provide the Town with a certificate issued by the Secretary of State of New York stating that the Corporation is authorized to do business within the state and is presently in good standing. If the entity to whom the bid is awarded is not a corporation, it would be required that the entity's certificate of doing business, which should be on file in the

County Clerk's Office, be provided. (This would also hold true in the case of joint ventures which would be required to disclose the underlying entities which make up the joint venture and supply the requisite certificate of doing business for each entity.)

- B. A statement by the successful bidder that no officer, director or stockholder (if less than 10 stockholders) of the successful bidder is an officer or employee of the town or is a relative of any such Town Official or employee. If such officer, director or stockholder does exist, their names and relationship shall be disclosed to the Town.
- C. ALL materials, information, licenses and any other information as indicated in this document.

UNSATISFACTORY WORK:

If, at any time during the contract term, the service performed or work done by the Contractor is considered by the Town to be unsatisfactory, on being notified by the Town, the Contractor shall immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work, the Town shall have the right to terminate the contract.

TERM OF CONTRACT:

As Specified.

PAYMENTS TO CONTRACTOR:

Payments will be made as outlined in the specifications and in a contract finalized upon award.

BID PROPOSAL

PROPOSALS FOR THE OPERATION OF THE ATHLETIC FACILITIES AT COMMUNITY PARK – 205 BUSINESS PARK DRIVE

To:

Alison Simon, Town Clerk
Town of North Castle
15 Bedford Road
Armonk, New York 10504

Proposal Submitted By:

(Name)

(Address)

(Telephone Number)

1. I/We do hereby declare that I/We have carefully examined the Notice to Bidders, and the Specifications relating to the above entitled matter and the work, and have also examined the site(s).
2. I/We do hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Specifications relating thereto, and to furnish all labor, tools, implements, models, forms, transportation and materials necessary and proper for the purpose for the price/prices as given on the bid forms.
3. I/We do hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefore, including all claims that may arise through damages or any other cause whatsoever.
4. I/We do hereby agree that I/We will execute a contract therefore, containing all the terms, conditions, provisions and covenants necessary to complete the work according to the Specifications therefore within 10 business days after the award of the contract and if I/We fail to execute said Contract within said period of time, that the Town board shall have the power to rescind said award and also that the said Board shall retain the proceeds of the certified check, or require the payment of the sum of the bid bond.
5. I/We do declare and agree I/We will commence the work as of August 1, 2024 after the contract execution and will complete the work fully and in every respect including approval by the Town of North Castle on or before the time specified in said contract and do authorize the said Board, in case of failure to complete the work within such specified time to employ such men, equipment and materials as may be necessary for

the proper completion of said work and to deduct the cost thereof from the amount due under the contract. The Contract execution will serve as the official notification to commence work.

6. I/We agree that the Town of North Castle reserves the right to select any one, combination of, or all the Bid items in this proposal for the Contractor to complete without affecting any of the Bid prices.
7. I/We hereby affirm that by submission of this Proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of their knowledge and belief:
 - (a) The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (b) Unless otherwise required by law, the prices which have been quoted in this Proposal 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
 - (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a Proposal for the purpose of restricting competition.
 - (d) No member of the Town Board or any officer or employee of the Town of North Castle, New York, or person whose salary is payable in whole or in part from the said Town Treasury is, shall be or become interested, directly, as a contracting party, partner, stockholder, surety or otherwise, in this Proposal, or in the performance of the contract, or in the supplies, materials or equipment and work of labor to which it relates, or in any portion of the profits thereof.
8. I/We do hereby further agree that this proposal is a firm Proposal and shall remain in effect for a period of at least seventy five (75) calendar days from the date of the opening of Proposals, and that with said period of seventy five (75) days, the Town will accept or reject this proposal, or this period may be extended by mutual agreement.
9. I/We do hereby declare that, if this is a corporate Proposal, I have been duly authorized to act as the signatory on this proposal in behalf of this corporation.
10. I/We hereby affirm, under penalty of perjury, the truth of all statements in this

proposal.

11. I/We hereby agree that I/We accept the unit prices on the following pages, for the various items of work.
12. I/We hereby agree that I/We shall make no claim on account of any variation of the estimated quantities of work to be done, whether the actual quantities are greater, smaller or completely deleted. A change in the quantity of any item shall not be regarded as sufficient ground for a change in the price of that item.

(Legal Name of Bidder, Partner or Corporate Officer)

By: _____ (Authorized Signature)

Date: _____

Corporate Seal (if incorporated):

Bidder acknowledges receipt of Addenda as follows:

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

As per specifications on Page 33 of this document

of (Company Name) , (Address)

Proposed Annual Payment: (FIGURE) \$ _____

Written Total Dollars:

By: _____ **Date:** _____

Secretary of Corporation: _____

Corporate Seal:

Bidder acknowledges receipt of Addenda as follows:

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

The following is a list of places where we have performed work of similar character and magnitude, together with references (beginning with the most recent):

Municipality	Scope of Work	Period of Contract	References and Phone Number

The full names and places of residence of all persons and parties interested as principals in the foregoing proposal are as follows:

Name	Title	Address	Phone Number

Signature of Bidder: _____

U.S. Treasury No.: _____

Business Address: _____

Place of Residence: _____

Date: _____

BIDDER BY

Printed Name of Partner or Corporate Officer: _____

Corporate Seal:

Signature: _____

Date: _____

Secretary of Corporate Bidder: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

It is the intent of the Town to execute an agreement with a Contractor that can provide reliable, uninterrupted, and environmentally sound service. The Contractor must possess the licenses, financial resources, experience, technical and management qualifications, equipment, vehicles, and manpower and facilities necessary to assure that the requirements of the Town will be met throughout the term of this Agreement.

The Contractor is, therefore, required to provide the following information with regard to its company and organization. Sufficient information should be provided to the Town to adequately evaluate the Contractor's ability to service the Town. Should sufficient space be available to fully address each request, additional information should be included by attachment herein.

COMPANY INFORMATION

Bidder: _____

Address: _____

Telephone: _____ Fax: _____

Contact: _____ Organization Type: _____

Parent Company (if applicable): _____

Affiliate Companies (if applicable): _____

Joint Venture Partners (if any): _____

Brief history of Bidder(s) involved in the Proposal (attach additional sheets if necessary):

Has Bidder ever failed to complete any contract awarded to it? : _____

If so, state name of owner, reason therefore and bonding company: _____

Has any officer of partner of Bidder ever failed to complete a contract handled in his/her name?

If so, state name of individual, name of owner, reason therefore, and bonding company:

Has any facility that you operated been the subject of administrative or judicial action for alleged violation of environmental or public health laws or regulations? If so, state the details and disposition:

FINANCIAL INFORMATION

Bidders shall attach a complete financial statement for the most recently completed fiscal year. All statements must be prepared by a Certified Public Accountant according to accepted accounting principles.

Bank References:

Bank	Address	Contact Name and Phone

Financial References:

Name	Address	Phone and Email

The TOTAL PROPOSAL shall be the total cost of replacement as specified. It is stated here only as a convenience for comparison of proposals. If there are any errors in addition or multiplication, the unit prices for each item shall govern, and the bid comparison will be made on the basis of correct arithmetic applied to these unit prices. In case of a discrepancy between the total unit prices in words and the unit price in numbers, the total of unit prices in words shall govern.

STATEMENT OF NON-COLLUSION

(To be completed by Each Bidder)

In accordance with Section 103(d) General Municipal Law, effective September 1, 1966, every bid or proposal hereafter made to a political subdivision of the State or any public department, agency, or official thereof or to a fire district or any agency or official thereof for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed to by the bidder 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 a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - (1) The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or 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.
 - (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 proposal for the purpose of restricting competition.
- B. The person signing this bid or proposal certifies that they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder, as well as the person signing in its behalf.
- C. That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporate bidder.

RESOLUTION

Resolved that (Name of Corporation) _____ be

authorized to sign and submit the bid or proposal of this Corporation for **TITLE** as specified for the Town of North Castle, located at 15 Bedford Road, Armonk, NY in the Town of North Castle; and to include in such bid or proposal the STATEMENT OF NON-COLLUSION required by Section 103(d) of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or mis-statements 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 the

Corporation at a meeting of the Board of Directors held on the _____

day of _____, 20____.

Seal of Corporation:

Secretary: _____

Statement of Iran Divestment Act

No contract may be awarded to any persons determined to be engaged in investment activities in Iran as indicated by New York State Office of General Services.

Every written offer made to the Town of North Castle must contain the following statement subscribed and affirmed by the offeror as true under penalties of perjury:

By the submission of this offer, each offeror and each person signing on behalf of any offeror certifies, and in case of joint offer each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to State Financial Law §165-a(3)(b).

The Town of North Castle may award an offer to an offeror who cannot make the statement of non- investment on a case-by-case basis if:

The investment activities in Iran were made before the effective date of this section, the investment activities in Iran have not been expanded or renewed after the effective date of this section, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

The Town of North Castle makes the determination that the goods or services are necessary for the Town to perform its functions and that, absent such an exemption, the Town would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Company Title/Name: _____

Name: _____ Date: _____

Signature: _____

STATEMENT OF SEXUAL HARASSMENT POLICY

Every written offer made to the Town of North Castle must contain the following statement subscribed and affirmed by the offeror as true under penalties of perjury:

By the submission of this offer, each offeror and each person signing on behalf of any offeror certifies, and in case of joint offer each party thereto certifies as to its own organization, under penalty of perjury, that to the bidder has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment training to all employees pursuant to State Finance Law § 139-L.

Company Title/Name: _____

Name: _____ Date: _____

Signature: _____

AGREEMENT

FOR
THE TOWN OF NORTH CASTLE
PROPOSALS FOR THE OPERATION OF THE ATHLETIC FACILITIES AT COMMUNITY
PARK – 205 BUSINESS PARK DRIVE, ARMONK, NY 10504
15 BEDFORD ROAD, ARMONK
WESTCHESTER COUNTY, NEW YORK

THIS AGREEMENT made this _____ day of _____, 2024, by and

between

_____ * (a Corporation organized and
existing under the laws of the State of _____) * (a partnership
consisting of _____) * (an individual trading
as

_____) hereinafter called the "Contractor" and the
Town of North Castle, New York hereinafter called the "Owner".

* Strike out the two terms not applicable.

WITNESSETH, that the Contractor and the Owner for the considerations stated herein
mutually agree as follows:

Article 1. Statement of Work. The Contractor shall furnish all supervision, technical
personnel, labor, materials, supplies, machinery, tools, appurtenances, equipment and
services, including utility and transportation services and perform and complete all work
and required supplemental work for the completion of this Contract in strict accordance
with the hereinafter referenced Contract Documents including all herein.

Article 2. The Contract Price. The Owner will pay the Contractor for the performance of the
Contract in current funds, for the total quantities of work performed at the stated prices
stipulated in the Bid for the respective items of work completed subject to additions and
deductions as provided in the Instructions to bidders.

Article 3. Contract Documents. The Contract Documents shall consist of the following
(including their attachments and exhibits):

- | | |
|--|-------------------------------|
| a. This Agreement | f. Section I- Specifications |
| b. Addenda (if any) | g. General Conditions |
| c. Notice to Bidders | h. Payment, Performance Bonds |
| d. Instructions to Bidders | i. and Guarantee Bond |
| e. Signed copy of Bid, with
all attachments required
for the bidding | j. Certificates of Insurance |
| | k. Statement of non-collusion |

This Agreement, together with other Documents enumerated in this Article 3, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component the part first enumerated in this Article 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in three (3) original copies on the day and year first above written.

ATTEST: (Contractor) _____

BY _____ DATE: _____

TITLE: _____

ATTEST: (Owner) _____

BY _____ DATE: _____

TITLE: _____

STATE OF NEW YORK

SS.:

COUNTY OF WESTCHESTER

On the _____ day of _____, 2024, before me personally came _____ to me known, who, being by me duly sworn, did depose

And say that he resides at _____ that he is the

_____ of the corporation described in and which

executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

NOTARY PUBLIC: _____

STATE OF NEW YORK

SS.:

COUNTY OF WESTCHESTER

On the _____ day of _____ 2024, before me personally came Joseph Rende to me known, who, being by me duly sworn, did depose and say that he maintains an office at 15 Bedford Road, Armonk, New York; that he is the Supervisor of the Town of North Castle, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of the said corporation; and that he signed his name thereto by like order.

NOTARY PUBLIC: _____

PREVAILING WAGE RATES

As this is a service contract covered by Article --, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the NYS Department of Labor.

The Contractor is hereby bound to pay all labor on this project at rates no less than the Prevailing Wage Scales, as prepared by the New York State Labor Department.

Contractor shall agree that every mechanic, laborer and workman employed by the Contractor or any subcontractor or any other person about or upon the work contemplated by the service agreement shall be paid not less than the prevailing rate of wages, and provided not less than the prevailing supplements, as provided for by Section 220 of the New York State Labor Law, as amended from time to time. The contractor shall acquire a schedule of such wage rates as provided by the New York State Department of Labor.

The Contractor, and his subcontractors, shall post in a prominent accessible place on the site of the work a legible statement of all wage rates and supplements as specified in the service agreement to be paid or provided for the various classes of mechanics, workmen or laborers employed for the work contemplated by the service agreement, and showing all authorized deductions, if any, from unpaid wages actually earned.

The Contractor and each subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the service agreement shall pay each and every one of his employees engaged in such work or any part thereof the full and proper wage without any deduction or kickback whatever, excepting such deductions as are made mandatory by law. Payment to each and every employee shall be made not less often than once per week and shall be made in cash, unless payment by check is authorized by certificate of the Commissioner of Labor of the State of New York as provided by law.

Project Link to Wage Schedule:

<https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1494097#>

COMPLIANCE WITH THE LABOR LAW AND OTHER DEPARTMENT OF LABOR REGULATIONS

The Contractor shall comply with the applicable provisions of the "Labor Law" as amended, of the State of New York. This Contract shall be void unless applicable sections of said Labor Law are complied with.

Each and every provision of law and clause required by law to be part of this Contract shall be deemed to be included herein and this Contract shall be read and enforced as though it were included herein, and, if through mere mistake or otherwise any such provision is not included, then upon the application of either party hereto, the Contract shall forthwith be physically amended to make such inclusion.

Specifically, Section 220(e), of the Labor Law, as so amended, prohibits in contracts, discrimination on account of race, creed, color, or national origin in employment of citizens upon public works.

There may be deducted from the amount payable to the Contractor by the Owner under this Contract a Penalty of five (\$5.00) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of Section 220(e); provided, that for a second or any subsequent violation of the provisions of said paragraph, this Contract may be canceled or terminated by the Owner and all monies due or to become due hereunder may be forfeited.

INSURANCE

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

The term "Contractor/Provider" as used in this indemnification agreement shall mean and include Subcontractors of every tier.

- 1) Worker's Compensation and Employers Liability Policy, covering operations in New York State. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement and Maritime Coverage Endorsement shall be attached to the policy. Evidence must be provided on a C-105.2. Waiver of Subrogation to be included
- 2) Commercial General Liability Policy, with limits of no less than \$1,000,000 Each Occurrence/\$2,000,000 General Aggregate limits for Bodily Injury and Property Damage, and shall include coverage for:
 - A. Premises & Operations
 - B. Products/Completed Operations;
 - C. Independent Contractors;
 - D. Personal & Advertising Injury
 - E. Blanket Contractual Liability
 - F. XCU
 - G. Town of North Castle and their assigns, officers, employees, volunteers, representatives and agents should be named as an "Additional Insured" on the policy using ISO Additional Insured Endorsement CG 20 10 11/85 or an endorsement providing equivalent or broader coverage and shall apply on a primary and non-contributory basis, including any self-insured retentions. The Certificate of Insurance should show this applies to the General Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
 - H. To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against Town of North Castle, assigns, officers, employees, volunteers, representatives and agents.
 - I. Cross Liability coverage (Commercial General Liability and Business Automobile Liability policies only).
 - J. Coverage for athletic participants must be included if renter is an athletic team or league.
 - K. Coverage must be written on an Occurrence Policy Form.
- 3) Comprehensive Automobile Policy, with limits no less than \$1,000,000 Bodily Injury and Property Damage liability including coverage for owned, any auto non-owned, and hired private passenger and commercial vehicles.

- A. Town of North Castle and their assigns, officers, employees, representatives and agents should be named as an “Additional Insured” on the policy. The Certificate of Insurance should show this applies to the Automobile Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
 - B. To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against Town of North Castle, assigns, officers, employees, representatives and agents.
 - C. If applicable, policy should be specifically endorsed to cover snow plow operations.
- 4) Umbrella Liability, with limits of no less than \$1, 000,000 Each Occurrence/ \$1, 000,000 General Aggregate, including coverage for General Liability, Automobile, Workers Compensation and Professional Liability (if applicable).
 - A. Coverage must be written on an Occurrence Policy Form.
- 5) Professional Liability (if applicable), with limits no less than \$1,000,000. Per Claim.
- 6) Owners & Contractors Protective Liability Policy, (if applicable) with limits no less than \$1,000,000 Per Occurrence/\$2,000,000 Aggregate shall be taken out with the Town of North Castle as the Named Insured, and maintained during the life of this contract which will protect the Town of North Castle from claims for damages for personal injury, liability, accidental or wrongful death, as well as property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either party.
- 7) Bid, Performance and Labor & Material Bonds, if required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.
- 8) Property Insurance, the Contractor shall cover materials being installed onsite, in transit, and/or at any other location.
- 9) Asbestos/Lead Abatement and Environmental Clean-Up, (if applicable). Coverage for the removal of asbestos and/or lead and related pollution events, including coverage for third- party liability claims for bodily injury, property damage and clean-up costs. \$1,000,000 per occurrence/\$2,000,000 aggregate including Products and Completed Operations. If a retroactive date is used, it must pre-date the inception of the contract
- 10) Certificates shall provide that thirty (30) days written notice prior to cancellation or expiration be given to the Town of North Castle. Policies that lapse and/or expire during term of work shall be recertified and received by the Town of North Castle no less than thirty (30) days prior to expiration or cancellation.

NOTE: The above listed Minimum Insurance Requirements may be increased upon review and determination of the Town's Risk Management Committee.

The Contractor/Provider shall furnish to Town of North Castle Certificates of Insurance as evidence of coverage prior to commencement of work and naming Town of North Castle as an Additional Insured **by endorsement**. The Contractor/Provider acknowledges that failure to

obtain such insurance on behalf of the Town of North Castle constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town of North Castle. The failure of the Town of North Castle to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Town of North Castle.

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

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, Contractor/Provider shall indemnify, hold harmless and defend Town of North Castle, and agents and employees of any of them from and against all claims, damages, losses or expenses including but not limited to attorney's fees arising out of or resulting from the performance of the agreement, provided such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (b) is caused in whole or in part by an act or omission or violation of statutory duty or regulation of the Contractor/Provider or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Notwithstanding the foregoing, Contractor/Provider's obligation to indemnify Town of North Castle, and its agents and employees of any of them for any judgment, mediation or arbitration award shall exist to the extent caused in whole or in part by (a) negligent acts or omissions, or (b) violations of regulatory or statutory provisions of the New York State Labor Law. OSHA, or other governing rule or applicable law; by the Contractor/Provider anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. The obligation of the Contractor/Provider to indemnify any party under this paragraph shall not be limited in any manner by limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided by the Contractor/Provider.

Company Title / Name: _____

Name: _____ Signature: _____

Date: _____

Nature / Scope of Work being Performed: _____

Please sign, date and return with Certificates of Insurance to:

Town of North Castle – Town Clerk's Office
15 Bedford Rd.
Armonk, NY 10504

NON-DISCRIMINATION CLAUSE

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color, or national origin. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- B. The Contractor will send to each labor union or representative of workers with which it has or is bound by a collective bargaining or other agreement or understand, a notice, to be provided by the Commission of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses "a" through "h" hereinafter called "non-discrimination clauses", and requesting such labor union or representative to agree in writing, whether in such collective bargaining or other agreement or understanding or otherwise, that such labor union or representative will not discriminate against any member or applicant for membership because of race, creed, color, or national origin, and will take affirmative action to insure that they are afforded equal membership opportunities without discrimination because of race, creed, color, or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay, or other forms of compensation, and selection for training or retraining including apprenticeship and on-the-job training. Such notice shall be given by the Contractor, and such written agreement shall be made by such labor union or representative, prior to the commencement of performances of this contract. If such labor union or representative fails or refuses so to agree in writing, the Contractor shall promptly notify the Commission for Human Rights of such failure or refusal.
- C. The Contractor will post and keep posted in conspicuous places, available to employee and applicants for employment, notices to be provided by the Commission for Human Rights setting forth the substance of the provisions of clauses "a" and "b" and such provisions of the State's Laws against discrimination as the Commission for Human Rights shall determine.
- D. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, or national origin.

- E. The Contractor will comply with the provision of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will, permit access to books, records, and accounts by the Commission for Human Rights, and Owner representatives/counsel clauses and such sections of the Executive Law and Civil Rights Law.
- F. This Contract may be forthwith canceled, terminated, or suspended in whole or in part, by the Contracting agency upon the basis of a finding made by the Commission of Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the Owner/Contracting Agency until it has satisfied the Commission for Human Rights that it has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies otherwise provided by law.
- G. If this Contract is canceled or terminated under clause "f", in addition to other rights of the Owner provided in this contract upon its breach by the Contractor, the Contractor will hold the Owner harmless against any additional expenses or costs incurred by the Owner in completing the work or in purchasing the services, materials, equipment, or supplies contemplated by this contract, and the Owner may withhold payments from the Contractor in an amount sufficient for this purpose and recourse may be held against the surety on the performance bond if necessary.
- H. The Contractor will include the provision of clauses "a", through "g" in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within jurisdictional locale of the Project being contracted by the Owner. The Contractor will take such action in enforcing such provisions of such subcontract or purchases the Owner/Contracting Agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Contracting Agency/Owner, the Contractor shall promptly so notify the Owner's Representatives/Counsel, requesting intervention and protect the interests of the Owner (Contracting Agency's jurisdictional area).

AFFIRMATIVE ACTION NOTICE

It is the policy of the Town of North Castle, New York, to provide equal employment opportunities to all individuals in its personnel and employment practices. In accordance with Federal Law, the Town of North Castle prohibits discrimination because of race, color, sex, national origin, religion, age, or handicap in all employment practices including hiring, firing, promotion, compensation and other terms, conditions and privileges of employment. Further, Contractors with the Town of North Castle shall be required to meet equal employment opportunity standards.

It is the policy of the Town of North Castle to actively seek the employment and advancement of qualified individuals, regardless of their race, color, sex, national origin, religion, age or handicap. To this end, the Town of North Castle will continually examine its job specifications to eliminate any unnecessary barriers to advancement on merit, and it will seek the maximum development.

SCOPE OF SERVICES

The Town of North Castle is seeking proposals from Vendors who are interested in operating the enclosed Athletic Facility at IBM Community Park, 205 Business Park Drive in Armonk, NY.

This 46,000 square foot facility consists of a +/- 2,000 square foot Clubhouse, a 22,000 square foot synthetic athletic turf playing field (approximately 118' x 190'), and 4 full sized Deco Turf tennis courts (Deco Turf are the same surface used at the National Tennis Center). Additionally, parking is plentiful as the facility is located in one of the most active Parks in the Town of North Castle. Both the Turf AND Tennis Courts are covered by individual inflatable housings powered by on site air handlers, and are currently taken down in the summer months, as they are not air conditioned. It should be noted that both the housings and air condensers / blowers are NOT owned or maintained by the Town of North Castle, and will be the sole responsibility of the Operator. **All structures, utilities, and equipment must comply with NYS Building and Fire Codes and are subject to review and approval by the North Castle Building Department.**

The minimum requirements and general stipulations for this RFP are as follows:

1. All applicants must have, and be able to substantiate, a minimum of SIX MONTHS of prior experience in the management and operation of a similar facility.
2. The Facility, all surrounding infrastructure, and all fixed equipment, including the tennis courts, nets, posts, fencing, underground utilities, piping, conduits, clubhouse, clubhouse fixtures etc. are the property of the Town of North Castle. The air bubbles and inflation equipment are not owned by the Town of North Castle and will be the sole responsibility of the Operator.
3. All maintenance, operational costs, replacements, alterations, or proposed expansions will be the sole responsibility of the licensee / operator. Any / all replacements, expansions, or proposed expansions are subject to approval by the Superintendent of Recreation and Parks, the Town Administrator, or Town Board and / or (if required) any party the Town of North Castle deems necessary.
4. Term of the initial agreement shall be TEN YEARS, with a TEN YEAR extension option at the discretion of the Owner and Operator. However, the North Castle Town Board reserves the right to terminate the agreement should it find the Operator has violated any material stipulation of the agreement and failed to be actively curing the violation after 30-days written notice.
5. The MINIMUM annual qualifying fee paid to the Town of North Castle shall be \$250,000 for year 1. The annual fee shall increase at a rate of 3% OR the CPI (whichever is the higher amount) per year throughout the term of the agreement. Additionally, the Town shall be paid 25% of the contracted annual fee as a security deposit in the event of damage to the property or violation of contract. Payments are to be made on a quarterly schedule.

6. Should the Operator be delinquent in their quarterly payment, the Town of North Castle shall provide 30-days written notice, after which it reserves the right to terminate their contract.
7. The Operator shall have discretion as to whether or not to remove the inflatable housings during summer months (in accordance with all NYS Building and Fire Code requirements).
8. No alcohol shall be permitted on premises.
9. The Operator must have an employee on site during all hours of operation.
10. The Operator shall be allowed to utilize the tennis courts for pickle-ball and other activities.
11. The Town of North Castle Recreation and Parks Department recognizes certain entities as Town Sports Organizations as they provide vital athletic services to North Castle residents. The Town of North Castle Recreation and Parks Department will regularly provide updates of which organizations qualify as Town Sports Organizations as well as the designated contact person for each Town Sports Organization. Currently the following organizations are Town Sports Organizations:
 - a. The Byram Hills School District
 - b. Armonk Baseball League
 - c. Kensico Little League
 - d. Byram Hills Soccer Club
 - e. Mt. Pleasant AYSO 221
 - f. Byram Hills Youth Lacrosse
 - g. Armonk Youth Warriors Football
 - h. Valhalla Junior Vikings Football
12. As such, Operators will be required to give first priority to booking requests to Town Sports Organizations between the hours of 4 – 8pm Monday through Friday, and 8 – 10am on Saturdays and Sundays from September 1 through June 30. Requests from Town Sports Organizations MUST be made no later than 120 days prior to the start of a session in order to book on a first-priority basis, and time should be distributed evenly amongst those received. Additionally, any of these entities making field time requests MUST provide to the Operator:
 1. Explicit written communication from the League President, Director, or Official Officer confirming the validity of the request.
 2. Insurance documentation satisfying any and all requirements in place by the Operator and the Town of North Castle.
 3. Documentation satisfying and background check requirements for coaches or other League personnel overseeing the activity.
 4. Documentation of any certifications coaches or administering personnel may have (First aid, Coaching qualifications, etc.).
 5. Official League Rosters that certify at least 60% of their membership are residents of the Town of North Castle.

6. Any waivers or indemnifications the Operator would require users to satisfy prior to usage of their facilities.