



VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES
REGULAR MEETING AGENDA

MEETING DATE: May 9, 2023

AGENDA ITEM SECTION: Resolutions

AGENDA ITEM NO. : 3

AGENDA ITEM:

Resolution: Consider a resolution to award the bid for Police motorcycles as recommended by the Chief of Police

ITEM BACKUP DOCUMENTATION:

1. Draft resolution
2. Memorandum and attachments dated April 24, 2023 from Manuel Guevara/Chief of Police to Mayor Vincent Rossillo, the Board of Trustees, Richard Leins/Interim Village Administrator, Jeff Chuhta/Village Treasurer and Liz Dreaper/Village Clerk

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DOBBS FERRY TO
AWARD THE BID TO PURCHASE TWO (2) 2023 HARLEY DAVIDSON FLHTP ELECTRA
GLIDE POLICE MOTORCYCLES TO HARLEY DAVIDSON OF BERGEN COUNTY INC.**

WHEREAS, the Village duly solicited bids to purchase two (2) 2023 Harley Davidson FLHTP Electra Glide police motorcycles; and

WHEREAS, one bid was received, unsealed and publicly read aloud on Friday, April 21, 2023 at the Village of Dobbs Ferry Village Hall; and

WHEREAS, the lowest responsible bidder was Harley Davidson of Bergen County Inc., located at 124 Essex Street, Rochelle Park, New Jersey 07662, with a bid amount of \$66,962.00; and

WHEREAS, the bid has been reviewed by the Village Attorney and Interim-Village Administrator who determined that Harley Davidson of Bergen County Inc.'s bid to be the lowest responsible bid and they and the Chief of Police recommends its approval for the bid amount; and

WHEREAS, this purchase is being funded by a SAM grant the Village of Dobbs Ferry had received from the Office of New York State Senator Andrea Stewart-Cousins in the amount of \$67,000.00 and is not budgeted in the 2022-2023 operating budget; and

WHEREAS, the Village must provide initial funding for this purchase in the amount of \$66,962.00 by amending the operating budget at which point the purchase will be submitted to Senator Andrea Stewart-Cousins office for full reimbursement; and

NOW, THEREFORE, BE IT

RESOLVED, that the Board of Trustees hereby awards the bid entitled, "Bid on Motorcycles for the Police Department" to Harley Davidson of Bergen County Inc., located at 124 Essex Street, Rochelle Park, New Jersey 07662 as the lowest responsible bidder in an amount of \$66,962.00 for this purchase; and be it further

RESOLVED, that the following budget transfer be approved:

INCREASE A3120.200 – Police Equipment in the amount of \$68,962.00 and
INCREASE A.3389 – Other Public Safety Funds in the amount of \$68,962.00; and be it further

RESOLVED, that the \$66,962.00 cost for this purchase will be reimbursed via a SAM grant from the Office of New York State Senator Andrea Stewart-Cousins; and be it further

RESOLVED, that the purchase shall be subject to the review and approval of the Village Attorney and Interim-Village Administrator; and be it further

RESOLVED, that this Resolution shall take effect immediately.



POLICE DEPARTMENT
VILLAGE OF DOBBS FERRY
112 Main Street • Dobbs Ferry, New York 10522
Telephone (914) 693-5500 • Fax (914) 693-2040



MANUEL R. GUEVARA
Chief of Police

To: Mayor Vincent Rossillo and Board of Trustees
Richard Leins, Interim-Village Administrator
Jeff Chuhta, Village Treasurer
Liz Dreaper, Village Clerk

From: Manuel R. Guevara, Chief of Police

Subject: Award of Bid for Police Motorcycles

Date: April 24, 2023

On April 21, 2023 at 1000 hours, within the Dobbs Ferry Village Board Room, Village Clerk Liz Dreaper opened submitted bids for two (2) 2023 Harley Davidson FLHTP Electra Glide Police Motorcycles. One bid was submitted to the Village of Dobbs Ferry.

Bid submission was from Harley Davidson of Bergen County Inc., located at 124 Essex Street, Rochelle Park, New Jersey 07662.

Harley Davidson of Bergen County Inc. submitted a bid in the amount of \$66,962.00 which will cover the costs to fully equip and outfit two (2) 2023 Harley Davidson FLHTP Electra Glide Police Motorcycles.

As you may recall, the Village of Dobbs Ferry received a SAM grant from the Office of New York State Senator Andrea Stewart-Cousins, in the amount of \$67,000.00 to purchase two new police motorcycles.

Since the winning and sole bid came in under the amount allocated by State Senator Andrea Stewart-Cousins office, I am recommending that the Mayor and the Board of Trustees accepts the winning bid from Harley Davidson of Bergen County Inc.

Additionally, I am requesting permission from the Mayor and Board of Trustees to allow the Village Treasurer to allocate the funds required to purchase the two 2023 Harley Davidson motorcycles in order to be reimbursed fully for said purchase after the Village of Dobbs Ferry takes custody of said motorcycles.

SCHEDULE B -

UNIT COST -

TOTAL COST -

SCHEDULE "A"
Scope of Services

The Village of Dobbs Ferry is seeking bids from factory authorized Harley Davidson vendors to furnish and deliver two (2), 2023 model year Harley Davidson FLHTP Electra Glide Police Motorcycles. These motorcycles must be new and unused. The motorcycle engine and suspension must be designed for optimum handling and performance in an urban area for law enforcement traffic duties. This included stop-and-go driving rapid acceleration and deceleration, maneuvering under normal and hazardous road conditions both at high speed and low speed emergency and non-emergency operations.

This contract will be awarded to the lowest responsive and responsible bidder based on the net dollar amount of the cost of a new motorcycle.

For the purposes of these specifications, the following definitions will apply:

- **Dobbs Ferry Police Department Fleet Director** (also referred to as the **DFPD Fleet Director**, the **Village**, or **DFPD**) means the person designated by the Village of Dobbs Ferry to administer this contract, or his duly authorized representative.
- **A qualified vendor** (also referred to as **bidder**) is a manufacturer or a factory-authorized dealer of the type of vehicle described in these specifications.
- **Contractor** (also referred to as a **successful bidder**) means the company to which this contract is awarded.
- **Heavy-duty** means the article or part made for this vehicle by the manufacturer or as aftermarket equipment that is the maximum size, has the maximum intended output, and/or has the maximum ability to withstand unusual strain.
- **Aftermarket equipment** means any item, article, or part installed after the original manufacturer delivers the vehicle to any dealer, vendor, contractor, or subcontractor.
- **Ready-to-use**, as it applies to the vehicle, all accessories, and special equipment, means that at the time of delivery, the items must be in a drivable, road-ready condition and that the contractor has performed all necessary preparations and adjustments.
- **Final acceptance** means the process by which the Dobbs Ferry Police Department inspects and tests a vehicle delivered by the contractor, and determines at that time that it appears to be in complete compliance with these specifications.

- E. The Bidder shall make no claim on account of any variations between quantities of the approximate estimate and the quantities of the work as done, nor on account of any misconception or misunderstanding of the nature and character of the work to be done, or of the ground or place where it is to be done;**
- F. The Bidder is the only one interested in this bid; and it is made without any connection with any other person or persons making an estimate for the same work, and is in all respects fair, and without collusion or fraud;**
- G. No member of the municipal government of the Village of Dobbs Ferry nor any officer or employee of the Village, is directly or indirectly interested in this bid, or in the supplies or the material for the work or in any portion of the profit thereof;**
- H. Fair and Ethical Business Practices will be strictly adhered to during the life of this Contract. During the term of this Contract, neither the Bidder nor any director, partner, principal, officer or employee shall:**
 - a. File with government office or employee, a written instrument which intentionally contains a false statement of false information;**
 - b. Intentionally falsify business records;**
 - c. Give, or offer to give, money or any other benefit to a Village official with intent to influence that Village official with respect to any of his or her acts, duties or decisions as a Village official;**
 - d. Give, or offer to give, money or any other benefit to a public servant of the Village with intent to influence that public servant with respect to any of his or her acts, duties or decisions as a public servant of the Village;**
- I. In addition, if it becomes known that any director, partner, officer, employee of the Bidder, or any shareholder owning 5% or more of the Bidder's stock:**
 - a. Is the subject of investigation involving any violations of criminal law or other federal, state or local law or regulation by any governmental agency; or**
 - b. Is arrested, indicted, or names as an unindicted co-conspirator in any indictment or other accusatory instrument; or**
 - c. Is convicted of any felony under state or federal law and/or any misdemeanor involving a business-related crime.**

The Bidder shall immediately notify the Village Clerk of any such event.

AFFADAVIT WHERE THE BIDDER IS A CORPORATION

STATE OF NJ, COUNTY OF Bergen
AS: Phil Dikemaro being duly sworn, says:
I am a member of Harley Davidson of Bergen, Inc., the above
named corporation whose name is subscribed to and which executed the foregoing bid.
I reside at 174 Essex St Rochelle Park, NJ 07662

I have full knowledge of the matters pertaining thereto.

Phil Dikemaro
(Signature of person who signed the bid)

ACKNOWLEDGEMENT WHERE THE CONTRACTOR IS A CORPORATION

STATE OF NJ
COUNTY OF Bergen ss:
On the 18 day of April, in the year of 2023, before me personally came
Phil Dikemaro, to me known and known to me did depose
and say that he/she resides at
174 Essex St Rochelle Park NJ 07662, that he/she is the
President of HD of Bergen, Inc., the corporation described in and
which executed the above instrument; and that he/she signed his/her name thereto by order of the Board of
Directors of said corporation.

Notary Public

If a Corporation, Bidder must complete both Affidavit and Acknowledgement sections and submit this page with its bid.

SCHEDULE "A"
Scope of Services

The Village of Dobbs Ferry is seeking bids from factory authorized Harley Davidson vendors to furnish and deliver two (2), 2023 model year Harley Davidson FLHTP Electra Glide Police Motorcycles. These motorcycles must be new and unused. The motorcycle engines and suspension must be designed for optimum handling and performance in an urban area for law enforcement traffic duties. This included stop-and-go driving rapid acceleration and deceleration, maneuvering under normal and hazardous road conditions both at high speed and low speed emergency and non-emergency operations.

This contract will be awarded to the lowest responsive and responsible bidder based on the net dollar amount of the cost of a new motorcycle.

For the purposes of these specifications, the following definitions will apply:

- **Dobbs Ferry Police Department Fleet Director** (also referred to as the DFPD Fleet Director, the Village, or DFPD) means the person designated by the Village of Dobbs Ferry to administer this contract, or his duly authorized representative.
- **A qualified vendor** (also referred to as bidder) is a manufacturer or a factory-authorized dealer of the type of vehicle described in these specifications.
- **Contractor** (also referred to as a successful bidder) means the company to which this contract is awarded.
- **Heavy-duty** means the article or part made for this vehicle by the manufacturer or as aftermarket equipment that is the maximum size, has the maximum intended output, and/or has the maximum ability to withstand unusual strain.
- **Aftermarket equipment** means any item, article, or part installed after the original manufacturer delivers the vehicle to any dealer, vendor, contractor, or subcontractor.
- **Ready-to-use**, as it applies to the vehicle, all accessories, and special equipment, means that at the time of delivery, the items must be in a drivable, road-ready condition and that the contractor has performed all necessary preparations and adjustments.
- **Final acceptance** means the process by which the Dobbs Ferry Police Department inspects and tests a vehicle delivered by the contractor, and determines at that time that it appears to be in complete compliance with these specifications.

BIDDER QUALIFICATIONS AND CONDITIONS

- 1) This contract will be for the purchase of 2023 model year Harley Davidson FLHTP Electra Glide Police Motorcycles from a factory authorized Harley Davidson vendor.
- 2) All standard equipment shall be included unless otherwise noted in these specifications
- 3) All optional equipment requested shall be Harley Davidson factory authorized. No aftermarket equipment shall be substituted unless otherwise noted in these specifications.
- 4) It is expected that two (2) motorcycles will be purchased under the contract.
- 5) The vendor must notify the DFPD Fleet Director in writing of the manufacturer's build-out date at least four (4) weeks before the build-out date.
- 6) The motorcycles must be delivered new and unused. Any motorcycle declared salvaged, damaged in transit, returned for a refund or credit, or rejected by another buyer for any reason will not be accepted under this contract. In addition, no motorcycle with more than one hundred (100) miles on the odometer will be accepted.
- 7) All equipment listed in these specifications must be installed as per manufacturer's instructions, unless otherwise stated in these specifications. It is the responsibility of the contractor to contact the DFPD Fleet Director if any questions or problems arise during the preparation of the motorcycle(s) before proceeding.
- 8) These specifications require the furnishing and installation of all equipment and items necessary, proper, and incidental to the delivery of these motorcycles and associated equipment. All requirements and conditions not expressly mentioned, described, or delineated, but involved in carrying out the intent of the specifications, are required. The contractor must perform these requirements as if they were specifically mentioned, described, and delineated.
- 9) Any changes by the manufacturer (Harley Davidson) in equipment, accessories, or materials after the contract is awarded must be submitted in writing, by the vendor, to the DFPD Fleet Director before fulfilling any orders placed by DFPD. No such change(s) will be considered acceptable until approved in writing by the Fleet Director.
- 10) The motorcycles must be factory painted black.
- 11) The motorcycle and all components must comply with all of the following laws, standards, and regulations in effect at the time of manufacture: American Association of Motor Vehicle Administrators (AAMVA); Federal Motor Vehicle Safety Standards (FMVSS); Society of Automotive Engineers (SAE); and Occupational Safety and Health Administration (OSHA).

2023 Harley Davidson Police Motorcycles
Engine Specifications

- 1) The engine shall be the standard Electra Glide FLHTP Police Edition Milwaukee-Eight 114 Engine, with a compression ratio of 10.5:1.
- 2) The engine and transmission shall be isolated from the motorcycle frame utilizing a rubber mounting system.
- 3) A Powertrain deluxe chrome group designed for low maintenance shall be included. This shall consist of the following: chrome rocker boxes, timer cover, outer primary housing & transmission covers.
- 4) The engine shall have a black powder coat finish.

REQUIRED Harley Davidson EQUIPMENT

1. Police Tour Pak - Black (M4B6B) ✓
2. Radio box MTG Rack (MBADPT14) ✓
3. Motorcycle battery (M1BATT) ✓
4. Siren Speaker (SA350M) ✓
5. Siren Speaker Bracket (SA350MB1) ✓
6. Waterproof Siren (WPA112) ✓
7. Siren AMP MGT Plate (WPA112B) ✓
8. Microphone (WSMIC321) ✓
9. 4' Blue Ext'd Lens Chr LED (2EB00ZCR) ✓
10. 4' Red Ext'd Lens Chr (2ER00ZCR) ✓
11. Side S.Bag Mtg Kit, 3 ion (IONHDSS) ✓
12. Surf Mnt Super LED Flash (IONSMB) ✓
13. Surf Mount Super LED Flash (IONSMR) ✓
14. V-Series 108* Blue (LINV2B) ✓
15. V-Series 180* Red (LINV2R) ✓
16. W/Shield Array T-Ion FLHT (M08T) ✓
17. Anti-Rotation PAR32/36 (P32HD1) ✓
18. Fork Light Brkt 90/45 Deg (RBKTHD8) ✓
19. Rear Bag Mounts Linz (RBKTHD9) ✓
20. Whelen Lin3, Blue (RSB02ZCR) ✓
21. Whelen Lin3, Red (RSR02ZCR) ✓
22. Jiffy Stand Ext kit (50000023) ✓
23. Kit-Air Deflectors Adjust (57000529) ✓
24. Kit, Bat Charger, 1AMP (66000304) ✓
25. Kit, S-Bag, Guard Rail, Chrm (90201903) ✓
26. Outdoor CVR, W/O logo, FLT (93100026) ✓

REQUIRED ADDITIONAL EQUIPMENT

In addition, the vendor shall install the following equipment specifically designed for use on the Harley Davidson Police Motorcycle:

Cool Flow Fan

Kit, Fan Fairing, W/MFD (26800128) ✓

Switch, Dashpanel, base (69200173), and Switch button (71400031) ✓

Screamin' Eagle Mufflers

Kit, Muf/Aux Vol, Dom, Prfm (64900552A) ✓

Kit, Muf Endcap/Out Fnshr (65100085) ✓

Fairing Audio Package

Sony Head Unit + Audio Setup

Sony 6.95" (XAV-AV-AX7000) ✓

Metra Harness + BRKT (XAV95) ✓

MIRRORS

The vehicle must have two (2) long arm, convex rear view mirrors mounted one (1) on each handle bar.

DELIVERY REQUIREMENTS

- 1) Delivery to the Dobbs Ferry Police Department shall be included in the cost of the motorcycles.
- 2) Each motorcycle must be delivered in a ready to use condition.
- 3) Each motorcycle must be delivered with a full fuel tank of the appropriate grade of gasoline as recommended by Harley Davidson.
- 4) Each motorcycle must have all dealer nameplated, emblems, and other symbols deleted. Only Harley Davidson logos shall be visible as they would normally appear from the factory.
- 5) Each vehicle delivered must be supplied with an operator's manual and warranty booklet.

FACTORY SERVICE & PARTS MANUALS

The vehicles delivered under this contract must come with a current, complete set of service manual(s), including wiring diagrams and parts book specific to the motorcycles delivered.

WARRANTY

The factory warranty for each motorcycle purchased must be for at least thirty six (36) months or three (3) years, with unlimited mileage and no deductible. It must include, but not be limited to, the major power train components including the engine and transmission.

The effective starting date of the warranty for each motorcycle must be the date that each motorcycle is placed into service by the Dobbs Ferry Police Department after final acceptance, not the date of delivery by the contractor. An adequate supply of any and all required forms needed to implement this delayed warranty must be filled out by the vendor and supplied to the Dobbs Ferry Police Department with each motorcycle delivered, for submission when each motorcycle is placed into service.

SCHEDULE "B"
BID SCHEDULE OF PRICES

| Item No. | Quantity | Description | Unit Cost | Total Cost |
|----------|----------|--|--|---|
| 1 | 2 | 2023 Harley Davidson FLHTP Police Motorcycles, or Latest Production Model MFR/MODEL BIDDING: <u>HD FLHTP</u> | <u>\$33,481.00</u> (Total Unit Cost in Figures) <u>thirty three thousand four</u> (Total Unit Cost in Words) <u>hundred eighty one dollars</u> | <u>\$66,962.00</u> (Total Unit Cost in Figures) <u>Sixty Six thousand nine hundred</u> (Total Unit Cost in Words) <u>sixty two dollars.</u> |

Please Print

WRITTEN IN WORDS: Sixty Six thousand nine hundred sixty two

WRITTEN IN FIGURES: \$66,962.00

LEGAL NAME OF CONTRACTOR: Harley-Davidson of Bergen, Inc.

ADDRESS: 124 Essex St. Rochelle Park NJ 07662

PREPARED BY: Phil DiMarzio

TITLE: President

SIGNATURE: Phil DiMarzio DATE: 4/18/23

TELEPHONE: 201 843 6430 EMAIL: Phil@bergenharley.com

NON COLLUSIVE BIDDING CERTIFICATION

Made pursuant to Section 103-d of the New York State General Municipal Law, as amended

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 party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
- (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 the 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. A bid shall not be considered for award nor shall any award be made where Sections a. (1), (2), and (3) above have not been complied with, provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons therefor. Where Sections 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 Village of Dobbs Ferry thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

Dated: 4/18/23

(Seal of Corporation)

HD of Bergen, Inc.

Legal Name of Person, Firm or Corporation

124 Essex St Rachelle Park NJ 07662

Address of Person, Firm or Corporation

Phil DiGennaro

Signature:

Print Name & Title:

President Phil DiGennaro

CERTIFICATION BY BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Hailey Dawson of Bergen Inc.
Name of Bidder

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246, Part II, Section 203 (b), (30F.R. 12319-25). Each Bidder is required to state in his bid whether he has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether he has filed all compliance reports due under applicable filing requirements.

CONTRACTOR'S CERTIFICATION

Contractor's Name: Hailey Dawson of Bergen Inc.
Address: 124 Essex St. Rochelle Park NJ 07662

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
YES NO
2. Compliance reports were required to be filed in connection with such contract or subcontract.
YES NO

If "YES", state what reports were filed and with what agency. NJ

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
YES NO

4. If answer to item is "NO", please explain in detail on reverse side of this certification.

NJ Gov AA302

Certification - The information above is true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law. (U.S. Code, Title 18, Section 1001).

Phil D'Amato President

(NAME AND TITLE OF SIGNER - PLEASE TYPE)

Phil D'Amato
(SIGNATURE)

4/18/23
(DATE)

INSURANCE

1. **The Contractor, prior to signing of the contract, shall provide to the Village of Dobbs Ferry and maintain throughout the life of the contract, at his own cost and expense, proof of the following insurance by insurance companies licensed in the State of New York.**
 - a. **Workmen's Compensation.** The Contractor shall take out and maintain during the life of this contract the statutory Workmen's Compensation, Disability, and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this Contract, and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation, Disability, and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
 - b. **Public Liability Insurance** with a single limit of liability per occurrence for bodily injury and property damage of \$1,000,000. The Certificate of Insurance shall indicate the following coverage:
 - (1) Premises - Operations;
 - (2) Any deductibles shall not be the liability of the Village of Dobbs Ferry, New York.
 - c. **Automobile Liability Insurance** with the single limit of liability per occurrence for bodily injury and per occurrence for property damage at \$1,000,000. This insurance shall include coverage for:
 - (1) Owned automobiles;
 - (2) Hired automobiles;
 - (3) Non-owned automobiles.
 - d. **Owners and Contractors Protective Liability Policy** - \$1,000,000 single limit endorsed that the Village of Dobbs Ferry is not responsible for the premium.
 - e. **Property Damage - Property Damage Insurance** shall include the legal liability of its Contractor for loss or damage to property of the Village of Dobbs Ferry.
 - f. **Unemployment Insurance** - The Contractor for the agreed consideration, promises and agrees to pay the contributions measured by the wages of his employees required by State Unemployment Insurance Law and all amendments thereto, and to accept the account of any contribution measured by the wages as aforesaid of employees of the Contractor and his subcontractors assessed against the Owner under the authority of said law.
2. **The Contractor shall obtain and maintain in full force and effect all of his insurance policies with a reputable insurer licensed to do business in the State of New York with at least an A Best rating.**
3. **All policies and certificates of the Contractor shall contain clauses as follows:**

- a. **The insurance companies issuing the policy or policies shall have no recourse against the Village of Dobbs Ferry, New York for payment of any premium or for assessments under any form of policy.**
 - b. **Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.**
 - c. **In case of cancellation or material change in any of the policies, thirty (30) days notice shall be given to the Village of Dobbs Ferry, New York, by registered mail, return receipt requested.**
4. **All property losses shall be made payable to and adjusted with the Village of Dobbs Ferry.**
5. **All policies of insurance shall be acceptable to and approved by the Department of Law prior to the inception of any work.**
6. **Other coverages may be required by the Village of Dobbs Ferry based on specific need.**
7. **If, at any time, any of the said policies shall be or become unsatisfactory to the Village of Dobbs Ferry, as to form or substance, or if a company issuing such a policy shall be or become unsatisfactory to the Village of Dobbs Ferry the Contractor shall promptly obtain a new policy, submit same to the Village of Dobbs Ferry, for approval and submit a certificate thereof as hereinafter provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provide, this Contract, at the election of the Village of Dobbs Ferry, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or to maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor for any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor.**
8. **In the event that claims in excess of these amounts are filed by reason of any operations under the contract, the amounts of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish additional security covering such claims.**
9. **The Insurance Policy shall be endorsed to name the Village of Dobbs Ferry, and any directors, officers, employees, subsidiaries, and affiliates, as additional insured on all policies and Hold Harmless documents, and shall stipulate that this insurance is primary, that any other insurance or self-insurance maintained by the Village of Dobbs Ferry, shall be excess only and shall not be called upon to contribute with this insurance. ISO Additional Insured Endorsement form number CG2010 1185 under GL. Contractors Form B must be utilized and accompany the Certificate of Insurance.**
10. **Copies of the insurance policies shall be submitted to the Village of Dobbs Ferry attorney and Village of Dobbs Ferry for approval prior to the signing of the Contract.**



VILLAGE OF DOBBS FERRY
112 Main Street
Dobbs Ferry, New York 10522
TEL: (914) 231-8500 • FAX: (914) 693-3470

Bids for Motorcycles for the Dobbs Ferry Police Department

ADVERTISEMENT AND NOTICE TO BIDDERS

Sealed proposals for performing the work herein described will be received by the Village Board of Dobbs Ferry, New York, at the Office of the Village Clerk, Village Hall, 112 Main Street, Dobbs Ferry, New York 10522, until Friday April 21, 2023 at 10:00 a.m. and immediately thereafter the bids will be publicly opened and read aloud in said office.

The scope of this contract is to supply two motorcycles to the Dobbs Ferry Police Department. Technical questions regarding the specifications of this contract shall be directed to the Police Chief, Manuel Guevara at (914) 231-8517.

Proposals shall be enclosed in a sealed envelope, bearing the name and address of the Bidder, addressed to the Village of Dobbs Ferry, Village Hall, 112 Main Street, Dobbs Ferry, New York 10522, and endorsed "Bid on Motorcycles for the Police Department".

The Village of Dobbs Ferry reserves the right to reject any and all Bids, to waive any informality in any Bid, and to award the Contract to other than the lowest Bidder if deemed in the best interest if the Village to do so.

The successful bidder will be required to provide insurance to the Village which names the Village additionally insured and indemnifies and holds the Village harmless of any claims.

Dated: April 4th 2023
Elizabeth Dreaper, Village Clerk

By Order of the Village Board



VILLAGE OF DOBBS FERRY
112 Main Street
Dobbs Ferry, New York 10522
TEL: (914) 231-8500 • FAX: (914) 693-3470

**COVER SHEET – INVITATION FOR BIDS
SOLICITATION AND CONTRACT DOCUMENTS FOR:**

The purchase of two model year 2023, or newer, Harley Davidson Motorcycles

BID TITLE: MOTORCYCLES FOR THE DOBBS FERRY POLICE DEPARTMENT
OPENING DATE: APRIL 21, 2023
TIME: 10:00AM

BIDDER TO FILL OUT BELOW (PLEASE PRINT):

LEGAL NAME OF BIDDER: Harley Davidson of Bergen Inc.
ADDRESS: 124 Essex St Rochelle Park NJ 07662
(P.O. Boxes are not accepted)
CONTACT: Phil DiGennaro **TITLE:** President
PHONE #: 201 843 6930 **FAX:** 201 368 0317
EMAIL: Phil@bergenharley.com
DATE: 4/18/23 **SIGNATURE:** Phil DiGennaro

BID AND BIDDER'S AFFIDAVIT

By submission of this bid and the execution of the Bidder's Affidavit, the Bidder hereby submits a binding offer to furnish all required work and meet all other obligations set forth in the documents attached, where received by the undersigned or not; for the total sum indicated below:

Bid Amount: \$66,962.00

Sixty six thousand nine hundred sixty two Dollars, 00 Cents
PRINTED IN WORDS

By submission of this bid, the Bidder acknowledges that it has read the bid packet as follows.

Bid Made by:
(FIRM LEGAL NAME) Harley Davidson of Bergen, Inc.
Address: 124 Essex St Rochelle Park NJ 07662
By: Phil DiGennaro Phil DiGennaro President
(Signature - Authorized Officer) (Print Name) (Print Title)

Telephone: 201 843 6430 Fax: 201 368 0317
Tax ID Number: 722 089 856 Date: 4/18/23

The Bidder's authorized representative on this Project shall be:

Phil DiGennaro

Additionally, by submission of this bid and the execution of the Bidder's Affidavit, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies on behalf of its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

- A. The prices in the bid have been arrived independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such pricing with any other bidder or with any competitor;
- B. Unless otherwise required by law, the prices which have been quotes in the 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;
- 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 to submit a bid for the purpose of restricting competition;
- D. The bid prices are to cover all expenses of every kind incidental to the completion of the work and the Contract therefore, including all claims that may arise through damage or any other cause whatsoever, and for those items for which the prices are established in the Specifications, hereby agree to perform such additional work and supply such additional material at the prices therein established;

- E. The Bidder shall make no claim on account of any variations between quantities of the approximate estimate and the quantities of the work as done, nor on account of any misconception or misunderstanding of the nature and character of the work to be done, or of the ground or place where it is to be done;**
- F. The Bidder is the only one interested in this bid; and it is made without any connection with any other person or persons making an estimate for the same work, and is in all respects fair, and without collusion or fraud;**
- G. No member of the municipal government of the Village of Dobbs Ferry nor any officer or employee of the Village, is directly or indirectly interested in this bid, or in the supplies or the material for the work or in any portion of the profit thereof;**
- H. Fair and Ethical Business Practices will be strictly adhered to during the life of this Contract. During the term of this Contract, neither the Bidder nor any director, partner, principal, officer or employee shall:**
 - a. File with government office or employee, a written instrument which intentionally contains a false statement of false information;**
 - b. Intentionally falsify business records;**
 - c. Give, or offer to give, money or any other benefit to a Village official with intent to influence that Village official with respect to any of his or her acts, duties or decisions as a Village official;**
 - d. Give, or offer to give, money or any other benefit to a public servant of the Village with intent to influence that public servant with respect to any of his or her acts, duties or decisions as a public servant of the Village;**
- I. In addition, if it becomes known that any director, partner, officer, employee of the Bidder, or any shareholder owning 5% or more of the Bidder's stock:**
 - a. Is the subject of investigation involving any violations of criminal law or other federal, state or local law or regulation by any governmental agency; or**
 - b. Is arrested, indicted, or names as an unindicted co-conspirator in any indictment or other accusatory instrument; or**
 - c. Is convicted of any felony under state or federal law and/or any misdemeanor involving a business-related crime.**

The Bidder shall immediately notify the Village Clerk of any such event.

AFFADAVIT WHERE THE BIDDER IS A CORPORATION

STATE OF NJ, COUNTY OF Bergen
AS: Phil Digenaro being duly sworn, says:
I am a member of Healey Davidson & Bergen, Inc., the above
named corporation whose name is subscribed to and which executed the foregoing bid.
I reside at 174 Essex St. Rochelle Park, NJ 07662

I have full knowledge of the matters pertaining thereto.

Phil Digenaro
(Signature of person who signed the bid)

ACKNOWLEDGEMENT WHERE THE CONTRACTOR IS A CORPORATION

STATE OF NJ
COUNTY OF Bergen ss:
On the 18 day of April, in the year of 2023, before me personally came
Phil Digenaro, to me known and known to me did depose
and say that he/she resides at
174 Essex St. Rochelle Park NJ 07662, that he/she is the
President of HD at Bergen, Inc., the corporation described in and
which executed the above instrument; and that he/she signed his/her name thereto by order of the Board of
Directors of said corporation.

Notary Public

If a Corporation, Bidder must complete both Affidavit and Acknowledgement sections and submit this page with its bid.

SCHEDULE "A"
Scope of Services

The Village of Dobbs Ferry is seeking bids from factory authorized Harley Davidson vendors to furnish and deliver two (2), 2023 model year Harley Davidson FLHTP Electra Glide Police Motorcycles. These motorcycles must be new and unused. The motorcycle engine and suspension must be designed for optimum handling and performance in an urban area for law enforcement traffic duties. This included stop-and-go driving rapid acceleration and deceleration, maneuvering under normal and hazardous road conditions both at high speed and low speed emergency and non-emergency operations.

This contract will be awarded to the lowest responsive and responsible bidder based on the net dollar amount of the cost of a new motorcycle.

For the purposes of these specifications, the following definitions will apply:

- **Dobbs Ferry Police Department Fleet Director** (also referred to as the DFPD Fleet Director, the Village, or DFPD) means the person designated by the Village of Dobbs Ferry to administer this contract, or his duly authorized representative.
- **A qualified vendor** (also referred to as bidder) is a manufacturer or a factory-authorized dealer of the type of vehicle described in these specifications.
- **Contractor** (also referred to as a successful bidder) means the company to which this contract is awarded.
- **Heavy-duty** means the article or part made for this vehicle by the manufacturer or as aftermarket equipment that is the maximum size, has the maximum intended output, and/or has the maximum ability to withstand unusual strain.
- **Aftermarket equipment** means any item, article, or part installed after the original manufacturer delivers the vehicle to any dealer, vendor, contractor, or subcontractor.
- **Ready-to-use**, as it applies to the vehicle, all accessories, and special equipment, means that at the time of delivery, the items must be in a drivable, road-ready condition and that the contractor has performed all necessary preparations and adjustments.
- **Final acceptance** means the process by which the Dobbs Ferry Police Department inspects and tests a vehicle delivered by the contractor, and determines at that time that it appears to be in complete compliance with these specifications.

BIDDER QUALIFICATIONS AND CONDITIONS

- 1) This contract will be for the purchase of 2023 model year Harley Davidson FLHTP Electra Glide Police Motorcycles from a factory authorized Harley Davidson vendor.
- 2) All standard equipment shall be included unless otherwise noted in these specifications
- 3) All optional equipment requested shall be Harley Davidson factory authorized. No aftermarket equipment shall be substituted unless otherwise noted in these specifications.
- 4) It is expected that two (2) motorcycles will be purchased under the contract.
- 5) The vendor must notify the DFPD Fleet Director in writing of the manufacturer's build-out date at least four (4) weeks before the build-out date.
- 6) The motorcycles must be delivered new and unused. Any motorcycle declared salvaged, damaged in transit, returned for a refund or credit, or rejected by another buyer for any reason will not be accepted under this contract. In addition, no motorcycle with more than one hundred (100) miles on the odometer will be accepted.
- 7) All equipment listed in these specifications must be installed as per manufacturer's instructions, unless otherwise stated in these specifications. It is the responsibility of the contractor to contact the DFPD Fleet Director if any questions or problems arise during the preparation of the motorcycle(s) before proceeding.
- 8) These specifications require the furnishing and installation of all equipment and items necessary, proper, and incidental to the delivery of these motorcycles and associated equipment. All requirements and conditions not expressly mentioned, described, or delineated, but involved in carrying out the intent of the specifications, are required. The contractor must perform these requirements as if they were specifically mentioned, described, and delineated.
- 9) Any changes by the manufacturer (Harley Davidson) in equipment, accessories, or materials after the contract is awarded must be submitted in writing, by the vendor, to the DFPD Fleet Director before fulfilling any orders placed by DFPD. No such change(s) will be considered acceptable until approved in writing by the Fleet Director.
- 10) The motorcycles must be factory painted black.
- 11) The motorcycle and all components must comply with all of the following laws, standards, and regulations in effect at the time of manufacture: American Association of Motor Vehicle Administrators (AAMVA); Federal Motor Vehicle Safety Standards (FMVSS); Society of Automotive Engineers (SAE); and Occupational Safety and Health Administration (OSHA).

2023 Harley Davidson Police Motorcycles
Engine Specifications

- 1) The engine shall be the standard Electra Glide FLHTP Police Edition Milwaukee-Eight 114 Engine, with a compression ratio of 10.5:1.
- 2) The engine and transmission shall be isolated from the motorcycle frame utilizing a rubber mounting system.
- 3) A Powertrain deluxe chrome group designed for low maintenance shall be included. This shall consist of the following: chrome rocker boxes, timer cover, outer primary housing & transmission covers.
- 4) The engine shall have a black powder coat finish.

REQUIRED Harley Davidson EQUIPMENT

1. Police Tour Pak - Black (M4B6B) ✓
2. Radio box MTG Rack (MBADPT14) ✓
3. Motorcycle battery (M1BATT) ✓
4. Siren Speaker (SA350M) ✓
5. Siren Speaker Bracket (SA350MB1) ✓
6. Waterproof Siren (WPA112) ✓
7. Siren AMP MGT Plate (WPA112B) ✓
8. Microphone (WSMIC321) ✓
9. 4" Blue Ext'd Lens Clr LED (2EB00ZCR) ✓
10. 4" Red Ext'd Lens Clr (2ER00ZCR) ✓
11. Side S.Bag Mtg Kit, 3 ion (IONHDSS) ✓
12. Surf Mt Super LED Flash (IONSMB) ✓
13. Surf Mount Super LED Flash (IONSMR) ✓
14. V-Series 108° Blue (LINV2B) ✓
15. V-Series 180° Red (LINV2R) ✓
16. W/Shield Army T-Ion FLHT (M08T) ✓
17. Anti-Rotation PAR32/36 (P32HD1) ✓
18. Fork Light Brkt 90/45 Deg (RBKTHD8) ✓
19. Rear Bag Mounts Linz (RBKTHD9) ✓
20. Whelen Lin3, Blue (RSB02ZCR) ✓
21. Whelen Lin3, Red (RSR02ZCR) ✓
22. Jiffy Stand Ext kit (50000023) ✓
23. Kit-Air Deflectors Adjust (57000529) ✓
24. Kit, Bat Charger, 1AMP (66000304) ✓
25. Kit, S-Bag, Guard Rail, Chrm (90201903) ✓
26. Outdoor CVR, W/O logo, FLT (93100026) ✓

REQUIRED ADDITIONAL EQUIPMENT

In addition, the vendor shall install the following equipment specifically designed for use on the Harley Davidson Police Motorcycle:

Cool Flow Fan

Kit, Fan Fairing, W/MFD (26800128) ✓
Switch, Dashpanel, base (69200173), and Switch button (71400031) ✓

Screamin' Eagle Mufflers

Kit, Muf/Aux Vol, Dom, Prfm (64900552A) ✓
Kit, Muf Endcap/Out Fnsr (65100085) ✓
Fairing Audio Package

Sony Head Unit + Audio Setup

Sony 6.95" (XAV-AV-AX7000) ✓
Metra Harness + BRKT (XAV95) ✓

MIRRORS

The vehicle must have two (2) long arm, convex rear view mirrors mounted one (1) on each handle bar.

DELIVERY REQUIREMENTS

- 1) Delivery to the Dobbs Ferry Police Department shall be included in the cost of the motorcycles.
- 2) Each motorcycle must be delivered in a ready to use condition.
- 3) Each motorcycle must be delivered with a full fuel tank of the appropriate grade of gasoline as recommended by Harley Davidson.
- 4) Each motorcycle must have all dealer nameplated, emblems, and other symbols deleted. Only Harley Davidson logos shall be visible as they would normally appear from the factory.
- 5) Each vehicle delivered must be supplied with an operator's manual and warranty booklet.

FACTORY SERVICE & PARTS MANUALS

The vehicles delivered under this contract must come with a current, complete set of service manual(s), including wiring diagrams and parts book specific to the motorcycles delivered.

WARRANTY

The factory warranty for each motorcycle purchased must be for at least thirty six (36) months or three (3) years, with unlimited mileage and no deductible. It must include, but not be limited to, the major power train components including the engine and transmission.

The effective starting date of the warranty for each motorcycle must be the date that each motorcycle is placed into service by the Dobbs Ferry Police Department after final acceptance, not the date of delivery by the contractor. An adequate supply of any and all required forms needed to implement this delayed warranty must be filled out by the vendor and supplied to the Dobbs Ferry Police Department with each motorcycle delivered, for submission when each motorcycle is placed into service.

SCHEDULE "B"
BID SCHEDULE OF PRICES

| Item No. | Quantity | Description | Unit Cost | Total Cost |
|----------|----------|---|---|--|
| 1 | 2 | 2023 Harley Davidson FLHTP Police Motorcycles, or Latest Production Model | \$ <u>33,481.00</u> (Total Unit Cost in Figures) | \$ <u>66,962.00</u> (Total Unit Cost in Figures) |
| | | MFR/MODEL BIDDING: <u>HD FLHTP</u> | <u>thirty three thousand four</u> (Total Unit Cost in Words) | <u>Sixty Six thousand nine hundred</u> (Total Unit Cost in Words) |

hundred eighty one dollars Sixty two dollars.

Please Print

WRITTEN IN WORDS: Sixty Six thousand nine hundred sixty two

WRITTEN IN FIGURES: \$66,962.00

LEGAL NAME OF CONTRACTOR: Harley-Davidson of Bergen, Inc.

ADDRESS: 124 Essex St. Rochelle Park NJ 07662

PREPARED BY: Phil DiMarzio

TITLE: President

SIGNATURE: Phil DiMarzio DATE: 4/18/23

TELEPHONE: 201 843 6430 EMAIL: Phil@bergenharley.com

NON COLLUSIVE BIDDING CERTIFICATION

Made pursuant to Section 103-d of the New York State General Municipal Law, as amended

- 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 party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
 - (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 the 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. A bid shall not be considered for award nor shall any award be made where Sections a. (1), (2), and (3) above have not been complied with, provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons therefor. Where Sections 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 Village of Dobbs Ferry thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

Dated: 4/18/23

(Seal of Corporation)

HD of Bergen, Inc.

Legal Name of Person, Firm or Corporation

124 Essex St Rachel Park NJ 07662

Address of Person, Firm or Corporation

Phil DiGennaro

Signature:

Print Name & Title:

President Phil DiGennaro

CERTIFICATION BY BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Harley Davidson of Bergen Inc.
Name of Bidder

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246, Part II, Section 203 (b), (30F.R. 12319-25). Each Bidder is required to state in his bid whether he has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether he has filed all compliance reports due under applicable filing requirements.

CONTRACTOR'S CERTIFICATION

Contractor's Name: Harley Davidson of Bergen Inc.
Address: 124 Essex St Rochelle Park NJ 07662

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
YES ☒ NO ☐
2. Compliance reports were required to be filed in connection with such contract or subcontract.
YES ☒ NO ☐

If "YES", state what reports were filed and with what agency. NJ

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
YES ☒ NO ☐

4. If answer to item is "NO", please explain in detail on reverse side of this certification.

NJ Form AA302

Certification - The information above is true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law. (U.S. Code, Title 18, Section 1001).

Phil DiGiannaro President

(NAME AND TITLE OF SIGNER - PLEASE TYPE)

Phil DiGiannaro
(SIGNATURE)

4/18/23
(DATE)

INSURANCE

1. The Contractor, prior to signing of the contract, shall provide to the Village of Dobbs Ferry and maintain throughout the life of the contract, at his own cost and expense, proof of the following insurance by insurance companies licensed in the State of New York.
 - a. **Workmen's Compensation.** The Contractor shall take out and maintain during the life of this contract the statutory Workmen's Compensation, Disability, and Employer's Liability insurance for all of his employees to be engaged in work on the project under this Contract, and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation, Disability, and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
 - b. **Public Liability Insurance** with a single limit of liability per occurrence for bodily injury and property damage of \$1,000,000. The Certificate of Insurance shall indicate the following coverage:
 - (1) Premises - Operations;
 - (2) Any deductibles shall not be the liability of the Village of Dobbs Ferry, New York.
 - c. **Automobile Liability Insurance** with the single limit of liability per occurrence for bodily injury and per occurrence for property damage at \$1,000,000. This insurance shall include coverage for:
 - (1) Owned automobiles;
 - (2) Hired automobiles;
 - (3) Non-owned automobiles.
 - d. **Owners and Contractors Protective Liability Policy** - \$1,000,000 single limit endorsed that the Village of Dobbs Ferry is not responsible for the premium.
 - e. **Property Damage** - Property Damage Insurance shall include the legal liability of its Contractor for loss or damage to property of the Village of Dobbs Ferry.
 - f. **Unemployment Insurance** - The Contractor for the agreed consideration, promises and agrees to pay the contributions measured by the wages of his employees required by State Unemployment Insurance Law and all amendments thereto, and to accept the account of any contribution measured by the wages as aforesaid of employees of the Contractor and his subcontractors assessed against the Owner under the authority of said law.
2. The Contractor shall obtain and maintain in full force and effect all of his insurance policies with a reputable insurer licensed to do business in the State of New York with at least an A Best rating.
3. All policies and certificates of the Contractor shall contain clauses as follows:

- a. The insurance companies issuing the policy or policies shall have no recourse against the Village of Dobbs Ferry, New York for payment of any premium or for assessments under any form of policy.
 - b. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.
 - c. In case of cancellation or material change in any of the policies, thirty (30) days notice shall be given to the Village of Dobbs Ferry, New York, by registered mail, return receipt requested.
4. All property losses shall be made payable to and adjusted with the Village of Dobbs Ferry.
5. All policies of insurance shall be acceptable to and approved by the Department of Law prior to the inception of any work.
6. Other coverages may be required by the Village of Dobbs Ferry based on specific need.
7. If, at any time, any of the said policies shall be or become unsatisfactory to the Village of Dobbs Ferry, as to form or substance, or if a company issuing such a policy shall be or become unsatisfactory to the Village of Dobbs Ferry the Contractor shall promptly obtain a new policy, submit same to the Village of Dobbs Ferry, for approval and submit a certificate thereof as hereinafter provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provide, this Contract, at the election of the Village of Dobbs Ferry, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or to maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor for any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor.
8. In the event that claims in excess of these amounts are filed by reason of any operations under the contract, the amounts of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish additional security covering such claims.
9. The Insurance Policy shall be endorsed to name the Village of Dobbs Ferry, and any directors, officers, employees, subsidiaries, and affiliates, as additional insured on all policies and Hold Harmless documents, and shall stipulate that this insurance is primary, that any other insurance or self-insurance maintained by the Village of Dobbs Ferry, shall be excess only and shall not be called upon to contribute with this insurance. ISO Additional Insured Endorsement form number CG2010 1185 under GL. Contractors Form B must be utilized and accompany the Certificate of Insurance.
10. Copies of the insurance policies shall be submitted to the Village of Dobbs Ferry attorney and Village of Dobbs Ferry for approval prior to the signing of the Contract.