



TOWN OF RIVERHEAD  
*Laura Jens-Smith, Supervisor*  
200 Howell Avenue  
Riverhead, New York 11901-2596  
631-727-3200

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BID # \_\_\_\_\_

**BID FOR: POLICE ACCIDENT REPORT RETRIEVAL SERVICE**

\_\_\_\_\_  
BIDDERS NAME

\_\_\_\_\_  
BIDDERS ADDRESS

\_\_\_\_\_  
TOWN, STATE, ZIP

\_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
DATE PHONE NUMBER

EMAIL ADDRESS: \_\_\_\_\_

In compliance with your advertisement for bids to be opened at **11:00 am on August 22, 2018** and subject to all conditions thereof, the undersigned hereby proposes to furnish the item(s) and/or service(s) itemized in this proposal in accordance with the Notice to Bidders, General Information Agreement and Specifications contained herein on the Bid Proposal Form attached.

Bidder certifies that the prices quoted herein do not include Federal Excise Tax or any Federal, New York State or Town Sales Tax and are not higher than prices charged to any governmental or commercial consumer for like merchandise and/or service; and all prices include shipping and freight charges to any Municipal building or site within the Town of Riverhead.

**(THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID)**

Respectfully submitted,

\_\_\_\_\_  
SIGNED BY:

\_\_\_\_\_  
TITLE:

BIDDERS ARE INVITED TO ATTEND BID OPENING

## TOWN OF RIVERHEAD

### NOTICE TO BIDDERS

Sealed bids for **POLICE DEPARTMENT ACCIDENT REPORT RETRIEVAL SERVICE** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York until **11:00 am on August 22, 2018** at which time they will be publicly opened and read aloud.

Specifications and guidelines for submission of bids may be obtained on the Town of Riverhead website at [www.townofriverheadny.gov](http://www.townofriverheadny.gov) and click on "Bid Requests" beginning **July 26, 2018**.

All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "**EXCEPTIONS TO THE SPECIFICATIONS**" and be attached to the bid form.

All bids are to be submitted to the Town Clerk's Office, at the address stated above, in a sealed envelope bearing the designation "**POLICE DEPARTMENT ACCIDENT REPORT RETRIEVAL SERVICE**". Bids must be received by the Office of the Town Clerk by no later than **11:00 am on August 22, 2018**.

Please take notice that the Town Board reserves the right to reject in whole or in part any or all bids, waive any informality in the bids, and accept the bid which is deemed most favorable in the interest of the Town of Riverhead. The Town Board will use its discretion to make judgmental determination as to its best estimate of the lowest bidder. Note: Bid responses must be delivered to the Office of the Town Clerk at the address above. The Town may decline to accept, deem untimely, and/or reject any bid response/proposal that is not delivered to the Office of the Town Clerk.

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD  
Diane M. Wilhelm, Town Clerk

## **TOWN OF RIVERHEAD**

### **BID SPECIFICATION**

#### **POLICE DEPARTMENT ACCIDENT REPORT RETRIEVAL SERVICE**

##### **I. Description of Services**

The Town of Riverhead Police Department ("Town") is interested in entering into an agreement with a vendor that has the capability to provide insurance companies and vehicle owners involved in accidents police accident reports via an electronic interface between the police department's software and the vendor's software thereby making the accident reports available for purchase 24 hours per day, 7 days per week. The vendor must have the capability to:

1. Establish a communication protocol to electronically transfer accident reports in a timely manner (electronically one time per day) from the Riverhead Police Department to the vendor for processing.
2. Establish a system for redaction of information that is: specifically exempted from disclosure by state and federal law; disclosure constitutes unwarranted invasion of personal privacy; compiled for law enforcement purposes and qualifies for exemption under Public Officers Law.
3. After accident reports are transferred, vendor will have ability to make reports available for purchase within 48 hours or sooner according to an agreed upon fee structure. To the extent an accident report is not available within the time parameter described above, the vendor must alert the Riverhead Police Department as to the reason for the delay and more importantly, communicate with customer, be it insurance company or individual, and provide information as to date/time said report will be available.
4. 24/7 Customer support and toll-free number to assist citizens and insurance companies with finding reports; and, to assist Riverhead Police personnel.
5. Vetting/screening process to ensure companies seeking to request reports are legitimate, viable and have a permissible right to request accident reports. Accounts will be set up by vendor at no cost and billing will be handled by vendor.
6. Store and update, or otherwise maintain as appropriate, both the electronic image of the Accident Reports and the standardized data produced from each Accident Report.
7. Process each on-line request from an insurance company or involved party on behalf of the police department and return an electronic image of the requested Accident Report at no charge to the Riverhead Police Department.
8. Ability to maintain each accident report for a period of no less than seven years from the date of the accident report and distribute accident reports in accordance with applicable laws and regulations.

9. Provide Town of Riverhead Police Department with statistics regarding accident locations, dates, times to assist the Police Department in enforcing and improving traffic safety throughout the Town.
10. Vendor will have cyber security, encryption and disaster recovery that meets the federal standards for maintaining and storing both the electronic image and standardized data produced from each accident report.
11. Define all fees and ability of Town of Riverhead Police Department to set their fee.

Accordingly, the Town is seeking to qualify one qualified and experienced Proposers to provide the services as described herein.

## **II. General Bid Criteria**

### **1. Bid Criteria**

To be considered, all bids must be submitted in writing and respond to the items outlined in the bid specifications. The Town reserves the right to reject any non-responsive or non-conforming bids. All properly sealed and marked bids are to be sent to the Town of Riverhead marked **"POLICE DEPARTMENT ACCIDENT REPORT RETRIEVAL SERVICE"** and received no later than **11:00 am on August 22, 2018** at the Office of the Town Clerk, 200 Howell Avenue, Riverhead, NY. Any bid received after this date and time shall not be considered and shall be returned unopened. The proposing CONTRACTOR bears the risk of delays in delivery. Upon receipt of CONTRACTOR bids, each CONTRACTOR shall be presumed to be thoroughly familiar with all specifications and requirements of the bid requirements. The failure or omission to examine any form, instrument or document shall in no way relieve CONTRACTOR from any obligation in respect to this contract.

### **2. Bid Modifications**

Any changes, amendments or modifications to a bid must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted bid. Changes, amendments or modifications to bids shall not be accepted or considered after the hour and date specified as the deadline for submission of bids.

### **3. Bid Costs and Expenses**

The Town of Riverhead will not pay any costs incurred by any CONTRACTOR associated with any aspect of responding to the request for bids, including bid preparation, printing or delivery, or negotiation process.

### **4. Bid Price Expiration Date**

Prices quoted in the bid shall remain fixed and binding on the Bidder for at least one (1) year from the date of the signed contract.

## **5. Non-Conforming Bids**

Non-conforming Bids will not be considered. Non-conforming bids are defined as those that do not meet the requirements of the bid specification. The determination of whether a bid requirement is substantive or a mere formality shall reside solely within the Town of Riverhead.

## **6. Sub-Contracting**

The CONTRACTOR selected shall be solely responsible for contractual performance and CONTRACTOR assumes all responsibility for the quality of work performed under this contract.

## **7. Discrepancies and Omissions**

CONTRACTOR is fully responsible for the completeness and accuracy of their bid, and for examining this bid and all addenda. Failure to do so will be at the sole risk of CONTRACTOR. Should CONTRACTOR find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this request for bid, CONTRACTOR shall notify the Town Clerk of the Town of Riverhead and/or Town Attorney, in writing, of such findings at least five (5) days before the bid opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective bid and exposure of CONTRACTOR'S bid upon which award could not be made. All unresolved issues should be addressed in the bid. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than five (5) calendar days prior to the time set for opening of the bids.

## **8. Town's Right to Reject Bids**

The Town reserves the right to accept or reject any or all bids or any part of any bid, to waive defects, technicalities or any specifications (whether they be in the Town's specifications or CONTRACTOR'S response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new bids on the same project or on a modified project which may include portions of the originally proposed project as the Town may deem necessary in the best interest of the Town.

## **9. Town's Right to Cancel Solicitation**

The Town reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The Town makes no commitments expressed or implied, that this process will result in a business transaction with any CONTRACTOR.

## **10. Notification of Withdrawal of Bid**

CONTRACTOR may modify or withdraw its bid by written request, provided that both bid and request is received by the Town prior to the bid due date. Bids may be re-submitted in accordance with the Bid Notice due date in order to be considered further. Bids become

the property of the Town at the bid submission deadline. All bids received are considered firm offers at that time.

### **11. Exceptions to the Bid Specifications**

Any exceptions to the Bid Specifications or the Town's terms and conditions, must be highlighted and included in writing in the bid. Acceptance of exceptions is within the sole discretion of the evaluation of the Town.

### **12. Award of Contract**

The final award of a contract is subject to approval by the Town. The Town has the sole right to select the successful CONTRACTOR(S) for award, to reject any bid as unsatisfactory or non-responsive, to award a contract to other than the lowest priced bid, to award multiple contracts, or not to award a contract. Notice in writing to a CONTRACTOR of the acceptance of its bid by the Town will constitute a contract, and no CONTRACTOR will acquire any legal or equitable rights or privileges until the occurrence of such event.

### **13. Contract Terms and Conditions**

The award shall be for three (3) years, with the option to extend for two one (1) year periods to be exercised at the Town's sole and absolute discretion and with the consent of the vendor. The Town also reserves the right to cancel this contract at any time without notice.

### **14. Independent CONTRACTORS**

The parties to the contract shall be independent CONTRACTORS to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

### **15. Licenses and Permits**

In performance of the contract, the CONTRACTOR will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful CONTRACTOR. The CONTRACTOR shall be properly licensed and authorized to transact business in the State of New York.

### **16. Notice**

Any notice to the Town of Riverhead required under the contract shall be sent to:

Town of Riverhead Police Department  
200 Howell Avenue  
Riverhead, New York 11901  
Attention: Chief Hegermiller

## 17. Indemnification

### a. General Indemnification:

By submitting a bid, the proposing CONTRACTOR agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the Town of Riverhead, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the CONTRACTOR'S its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, ole or part, to the Town, its employees or agents. In addition, in the event of a spill or such other activity causing or likely to cause contamination to any property CONTRACTOR shall be solely responsible for any remediation (clean up) and related costs required by local, state, federal departments and agencies.

### b. Insurance

CONTRACTOR recognizes that it is operating as an independent CONTRACTOR and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the CONTRACTOR'S negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the CONTRACTOR in their negligent performance under this contract. CONTRACTOR shall provide proof of the following:

i. Proof of Comprehensive General Liability Insurance, including products completed, contractual, property and personal injury in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; and

ii. Proof of Professional Liability Insurance in the amount of (\$1,000,000.00.); and

iii. Proof of Cyber Insurance in an amount deemed acceptable to the Office of the Town Attorney; and

iv. The CONTRACTOR shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The CONTRACTOR is an independent CONTRACTOR and is not an employee of the Town of Riverhead.

v. During the term of this contract, the CONTRACTOR shall, at its own expense, carry insurance minimum limits as set forth above.

### III. Required Information for Submission of Bid Proposal

The following information shall be provided in each bid in the order listed below. The bid proposal must be signed by an authorized company representative. Failure to respond to any request for information may result in rejection of the bid at the sole discretion of the Town. A CONTRACTOR'S submission of qualifications must address all the items. The submission must indicate any exception(s) to these requirements.

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

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

Title: \_\_\_\_\_

**IV. BID**

**POLICE DEPARTMENT ACCIDENT REPORT RETRIEVAL SERVICE**

**TOWN OF RIVERHEAD  
BID SHEET**

**1. Company information:**

a. Name, physical address, mailing address, telephone number, fax number, the name of the primary contact for this bid, and the e-mail address for the primary contact and/or main office.

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b. Please list and describe the vendor's ability to provide the services listed in the specifications.

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c. Please list any additional services related to the processing of police accident reports that vendor is able to provide:

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d. Please list all fees and charges related to the police accident report retrieval service (include fees charged to customers, fees paid to Town...).

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Personnel:

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**2. Insurance:**

Upon award of bid, CONTRACTOR shall provide a copy of all insurance certificates identified in the specifications within thirty days of notification of successful bid and prior to commencement of any services identified in the contract/bid specification. In the event the CONTRACTOR fails to provide the insurance required information, the Town may cancel the award and award to the next lowest bidder.

- a. Proof of Comprehensive General Liability Insurance, including products completed, contractual, property and personal injury in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; and
- b. Proof of Professional Liability Insurance in the amount of (\$1,000,000.00.); and
- c. Proof of Cyber Insurance \*to be determined

**3. Permit/License:**

A copy of permit/license for the facility/company must be annexed to bid.

DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

**NON-COLLUSIVE CERTIFICATE**

(MUST BE COMPLETED. SIGNED. NOTARIZED AND RETURNED WITH BID)

UNDER PENALTIES OF PERJURY:

\_\_\_\_\_ (bidder), being duly sworn, deposes and says:

- A) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- B) This bid or proposal has not knowingly been disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor, or potential competitor;
- C) No attempt has been made or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal;
- D) The person signing this bid or proposal certifies that he has been fully informed regarding the accuracy of the statements contained in this certification, and under penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as the person signing on its behalf; and
- E) That the attached hereto (if a corporate bidder) is a certified copy of a resolution authorizing the execution of this certificate by the signatory of this bid or proposal on behalf of the corporate bidder.

Corporation: \_\_\_\_\_  
(PRINT CORPORATION NAME)

By: \_\_\_\_\_  
(SIGNATURE) (TITLE)

Address: \_\_\_\_\_  
\_\_\_\_\_

Sworn to before me this     day of     , 2018

\_\_\_\_\_  
Notary Public

I/WE FULLY UNDERSTAND THAT THE ACCEPTANCE OF THIS BID IS SUBJECT TO THE PROVISIONS OF SECTION 103A AND 103B OF THE GENERAL MUNICIPAL LAW.

NAME OF AGENT/DEALER:

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ADDRESS:

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CONTACT PERSON:

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DATE: \_\_\_\_\_

SIGNATURE OF AGENT/DEALER:

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**IRAN DIVESTMENT ACT CERTIFICATION**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/CONTRACTOR (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/CONTRACTOR is advised that once the list is posted on the OGS website, any CONTRACTOR seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the TOWN OF RIVERHEAD receive information that a person is in violation of the above-referenced certification, the TOWN OF RIVERHEAD will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the TOWN OF RIVERHEAD shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the CONTRACTOR in default.

The TOWN OF RIVERHEAD reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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