

AGREEMENT

Agreement with Mid-Hudson EMS District for the Provision of Emergency Medical Technicians to supplement Croton EMS of the Village of Croton on Hudson EMS

This Agreement (the "Agreement") entered into this 12th day of June, 2026, by and between the Village of Croton on Hudson, a New York municipal corporation with offices at 1 Van Wyck Street, Croton on Hudson, New York 10520 (the "Village") and the Mid-Hudson Ambulance District, a Municipal Corporation, with headquarters at c/o Town of Ossining, 16 Croton Avenue, Ossining, NY 10520 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to New York State law, the Village may contract with independent contractors for the furnishing of emergency services to or for the Village or any Department thereof; and

WHEREAS, the Village's Emergency Medical Services ("Croton EMS") is an entirely volunteer Village organization that provides ambulance services to the Village and certain areas within the Town of Cortlandt; and

WHEREAS, the Contractor has entered into a separate agreement with the Ossining Volunteer Ambulance Corps, Inc. (the "Service Provider") for the Service Provider to provide emergency medical services to the Contractor; and

WHEREAS, the Village's Board of Trustees distributed a Request for Proposals attached hereto as Exhibit "A" and evaluated the Contractor's Proposal, qualifications, experience, and cost, attached hereto as Exhibit "B" and has determined that awarding the contract to the Contractor is in the best interests of the Village,

WHEREAS, at the Village's request, in January 2025 the parties modified the prior arrangement of having one EMT 24-hours per day to add a second EMT between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday, which additional service the Village desires to continue; and

WHEREAS, it shall be known by the Village that the Contractor shall engage the Service Provider to supplement the ambulance services provided by Croton EMS for the Village, and

NOW, THEREFORE, THE PARTIES HERETO AGREE as follows:

I. Contract Administration

The recitals above are incorporated as if more fully set forth herein.

The Village Manager or his/her designee shall represent the Village in all matters pertaining to this Agreement and shall administer this Agreement on behalf of the Village. The Village Manager or his/her designee may take any reasonable action to monitor the Contractor's compliance with relevant laws and this Agreement.

II. Term; Termination

- A. The term of this Agreement shall commence at 12:01 a.m. on June 1st, 2026 and shall terminate at 12:00 a.m. on May 31st, 2027, unless terminated earlier or extended pursuant to the terms and conditions of this Agreement.
- B. The Village may terminate this Agreement: (a) at any time, for any reason, upon fifteen (15) days prior written notice to the Contractor, whereupon the Contractor shall be entitled to payment for services rendered pursuant to this Agreement through the date of termination; and (b) upon seven (7) written days' notice to the Contractor if the Contractor has breached a material provision of the Agreement and failed to cure the same within five (5) days of written notice thereof.
- C. The Village may also terminate this Agreement immediately if the Contractor: (i) ceases business, becomes insolvent, commences to wind-up, or becomes subject to any insolvency, bankruptcy, or similar proceedings; (ii) makes an assignment for the benefit of creditors; (iii) files a petition under any bankruptcy, insolvency, or similar law providing for the relief of debtors, or has any such petition filed against it, and the Contractor fails to have such petition stayed or lifted within ten (10) days from the date on which the petition is entered.
- D. Termination by the Village shall in no way affect the Village's right to rely on any applicable bond.
- E. The Contractor may terminate this Agreement for cause if the Village fails to satisfy its obligations under this Agreement and fails to cure same on thirty (30) days' written notice, in which case Contractor may provide notification that the Agreement will terminate 60 days from the date of the termination notice.

III. Conditions

- A. The Contractor is required to meet all terms and conditions contained herein and as described in the RFP as modified by the Contractor's Proposal, if applicable.
- B. In the event the Village desires to expand the services provided by Contractor beyond what is stated in the RFP as modified by the Contractor's Proposal, the Village shall submit such request to the Contractor in writing. Contractor shall respond to the Village in writing within five business days of the request to advise if such request can be accommodated based upon the equipment, vehicles and personnel available to the Contractor and the Contractor's other existing obligations. If the Contractor agrees to provide the additional services, this Agreement shall be deemed amended

accordingly and Contractor shall be compensated in accordance with Section 9 of this Agreement.

IV. Extension of Term

By resolution of the Village Board of Trustees, this Agreement may be extended for three (3) additional one (1) year terms upon thirty (30) days prior written notice to the Contractor.

V. Notices

All notices, demands, requests, consents, approvals, waivers, or communications ("Notices") that either party desires or is required to give to the other party shall be in writing and either personally delivered or sent by prepaid postage, first class mail, or sent by facsimile (with confirmation of receipt). Notices shall be addressed as appears below for each party, provided that if either party gives notice of a change of name or address, notices to the giver of such notices shall thereafter be given as demanded in that notice.

VI. Insurance

The Service Provider shall provide proof of insurance coverage as follows. All insurance obtained pursuant to the terms herein shall be obtained from insurance companies licensed in the State of New York (i.e., possess an "Admitted" status), carrying a Best's financial rating of A-, FSC X, or better. Insurance coverage submitted from an insurance company having a lesser rating shall only be permitted if approval is granted by the Village Attorney.

Prior to providing the services contemplated herein, the Contractor shall provide proof of the Service Provider's coverage:

1. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 (One Million Dollars) each occurrence, \$2,000,000 (Two Million Dollars) Annual Aggregate and including a waiver of subrogation.
2. Automobile Liability
 - a. Business Automobile Liability coverage with limits of at least \$1,000,000 (One Million Dollars) each accident.
 - b. Business Automobile coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c. Business Automobile coverage must include a waiver of subrogation.
3. Workers' Compensation and Employers' Liability, and New York State Disability:

- a. Statutory N.Y.S. Worker's Compensation, Employer's Liability, and New York State Disability Benefits Insurance required for all employees.
 - b. ACORD forms are not acceptable proof of Worker's Compensation coverage. C-105.2 Certificate of N.Y.S. Worker's Compensation Insurance must be provided. DB 120.1 Certificate for N.Y.S. Disability Benefits Insurance must be provided.
4. Professional Liability coverage with limits of \$1,000,000 (One Million Dollars) each Occurrence/ \$2,000,000 (Two Million Dollars) Annual Aggregate. The professional insurance shall cover the professional services rendered to the Village of Croton on Hudson by the Contractor.
5. Umbrella Insurance Coverage with limits of \$5,000,000 (Five Million Dollars) each Occurrence \$5,000,000 (Five Million Dollars) Aggregate. Policy must state that it covers over the General Liability, Automobile, Professional Liability, and Employers' Liability Insurance.

The Village of Croton on Hudson, Croton EMS, and their respective officers, directors, employees, agents, volunteers, and emergency services providers shall be listed as additional insureds on all policies (except the Workers' Compensation and Disability policies) and list this Agreement. Such certificates of insurance shall contain the following statement: ALL COVERAGE SHALL BE PRIMARY AND NON-CONTRIBUTING TO ANY OTHER INSURANCE OR SELF-INSURANCE HELD BY THE VILLAGE OF CROTON ON HUDSON." Include any deductible maintained by, or provided to, the additional insureds.

Certificates shall provide that sixty (60) days written notice, by registered mail with return receipt requested, prior to cancellation be given to the Village. Policies that will lapse and/or expire during the term shall be re-certified and received by the Village no less than thirty (30) days prior to renewal.

All relevant insurance policies shall provide coverage for the defense and indemnification provisions contained herein.

Original copies of insurance policies affording coverage, for which certificate of insurance are to be furnished to the Village, must be submitted to the Village for examination along with certificates. Failure of the Village to object to the contents of any certificate or absence of same shall not be deemed a waiver of any or all rights held by the Village.

Contractor acknowledges that failure of the Service Provider to obtain such insurance constitutes a material breach of contract and subjects it to liability for damages, indemnification, and any and all other legal remedies available to the Village.

VII. Indemnification and Defense

Service Provider shall indemnify, defend, and hold harmless the Village and its respective officers, directors, employees, volunteers, agents, and representatives, from and against any and all costs, losses, liability, claims, and expenses (including reasonable legal fees) incurred in connection with, or arising from, any claim, legal action, or proceeding arising out of the terms of or the services to be performed under the Agreement, and/or any such persons so indemnified, by any third party in relation to (i) a breach of any of the representations and warranties made by the Service Provider, its employees, and/or subcontractors; (ii) a breach of the Agreement by the Service Provider, its employees, and/or subcontractors; or (iii) the negligence or willful misconduct of the Service Provider, its employees and/or subcontractors, provided, in each case, that the Service Provider is notified promptly, in writing, of any such suit, action, or threat thereof and is given full and complete authority, information, and assistance by the Village for the defense and settlement of the same. This indemnification, defense, and hold harmless shall apply to any willful acts or omissions of the Service Provider, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.

VIII. Independent Contractor

The Contractor, including the Service Provider, is an independent contractor and may neither hold itself out nor claim to be an officer, employee, or subdivision of the Village of Croton on Hudson EMS, nor make any claim, demand, or application to or for any right based upon any different status.

IX. Payment

- A. The Village is to prepay monthly for services for the tenure of this contract, unless otherwise negotiated and attested to, by both parties, in writing. The cost for seven (7) days per week, 24 hours per day EMT coverage from June 1, 2026 to May 31, 2027 shall be \$48.28 per hour. The details of this billing arrangement are further covered as "Attachment 1".
- B. The per hour cost charged to the Village is based upon Contractor personnel working the scheduled hours of their shift. If Contractor personnel responds to a call for the Village that causes them to work beyond the hours of their scheduled shift, that extra time will be charged at 1.5 times the hourly rate then in effect. Nevertheless, Contractor will endeavor to schedule and assign personnel so as to avoid such overtime charges to the extent practicable. In addition, when new Contractor personnel are required to attend training sessions with the Village outside of their scheduled work hours, that time will also be charged to the Village at 1.5 times the hourly rate then in effect.
- C. In the event during the term of this Agreement the Village requests, and the Contractor agrees, to extend the scope of services provided in this Agreement as set forth in Section III (B), those additional services shall also be billed at 1.5 times the hourly rate then in effect.

D. Any additional charges contemplated in subsections B and C above will be invoiced by Contractor to the Village periodically, but in no event after the end of the Term.

X. Assignment

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or of its right, title, or interest herein, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Village.

IN WITNESS THEREOF, the parties here to have executed this Agreement as of the date set forth above.

Village of Croton on Hudson
Village Manager
1 Van Wyck Street
Croton on Hudson, NY 10520

Village of Croton on Hudson Manager
Date:

Mid-Hudson Ambulance District
c/o Town of Ossining Supervisor
16 Croton Ave
Ossining, NY 10562



Town of Ossining Supervisor
Date: 6-12-26

Ossining Volunteer Ambulance Corp.
8 Clinton Avenue
Ossining, NY 10562

EMS Director
Date:

ATTACHMENT 1

Billing Schedule for June 2026-May 2027: Croton on Hudson Pre-Payments

January, March, May, July, August, October, December (31 Day Months)

April, June, September, November (30 Day Months)

February (28 Day Month)

Payment Plan (Monthly Pre-Paid)

Month of Service	Hourly Rate	Hours Per Month (24 Hours Per Day)	Amount	Additional Hours - Weekdays in the Month	Additional Hours Per Month (12 Hours Per Weekday)	Amount	Total Billed Amount	Due Date
June 2026	\$48.28	720	\$34,761.60	22	264	\$12,745.92	\$47,507.52	Friday, May 29, 2026
July 2026	\$48.28	744	\$35,920.32	23	276	\$13,325.28	\$49,245.60	Tuesday, June 30, 2026
August 2026	\$48.28	744	\$35,920.32	21	252	\$12,166.56	\$48,086.88	Friday, July 31, 2026
September 2026	\$48.28	720	\$34,761.60	22	264	\$12,745.92	\$47,507.52	Monday, August 31, 2026
October 2026	\$48.28	744	\$35,920.32	22	264	\$12,745.92	\$48,666.24	Friday, September 30, 2026
November 2026	\$48.28	720	\$34,761.60	21	252	\$12,166.56	\$46,928.16	Friday, October 30, 2026
December 2026	\$48.28	744	\$35,920.32	23	276	\$13,325.28	\$49,245.60	Monday, November 30, 2026
January 2027	\$48.28	744	\$35,920.32	21	252	\$12,166.56	\$48,086.88	Thursday, December 31, 2026
February 2027	\$48.28	672	\$32,444.16	20	240	\$11,587.20	\$44,031.36	Friday, January 29, 2027
March 2027	\$48.28	744	\$35,920.32	23	276	\$13,325.28	\$49,245.60	Friday, February 26, 2027
April 2027	\$48.28	720	\$34,761.60	22	264	\$12,745.92	\$47,507.52	Wednesday, March 31, 2027

May 2027	\$48.28	744	\$35,920.32	21	252	\$12,166.56	\$48,086.88	Friday, April 30, 2027
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Exhibit A

**REQUEST FOR PROPOSALS FOR THE SERVICES OF A QUALIFIED
ENTITY FOR THE PROVISION OF EMERGENCY MEDICAL TECHNICIANS
TO SERVE WITH CROTON EMS WITHIN
THE VILLAGE OF CROTON-ON-HUDSON, NEW YORK**

Requests for Proposals will be received by the Village Manager of the Village of Croton-on-Hudson, Westchester County, New York (the "Village"), until 10:00 a.m. on Friday October 28, 2011 at the Office of the Village Manager, Village of Croton-on-Hudson, One VanWyck Street, Croton-on-Hudson, New York, for the services of a qualified entity for the provision of Emergency Medical Technicians to serve with Croton EMS within the Village.

Specifications may be obtained by contacting the Village Manager's Office at (914)271-4848. Specifications may also be requested via e-mail at azambrano@crotononhudson-ny.gov with the interested vendor's full contact information.

Proposals shall be delivered to the Village Manager's Office in digital form by e-mail attachment or in a CD ROM in either Adobe .pdf or Microsoft Word .doc format. In addition to digital or electronic submission, five hard copies may be submitted by hand, mail, or other courier type services on or before the specified time and date for delivery. Facsimile submissions will not be accepted. Proposals received after the specified due date and time will not be accepted. The proposer assumes the risk of any delay in electronic transmission, the mail, or in the handling of the mail by employees of the Village. The proposer assumes all responsibility for having the proposal deposited on time at the place specified.

Proposers are required to execute a Non-Collusive Bidding Certificate pursuant to the General Municipal Law of New York State.

The Board of Trustees of the Village reserves the right to reject any or all proposals, or to waive any informalities, or to omit any item(s), or approve minor changes in the specifications in a proposal deemed to be in the best interest of the Village.

The Village does not discriminate against the handicapped, minority or women-owned business enterprises (respectively, MBEs and WBEs) and encourages the participation of the handicapped, MBEs and WBEs in the proposal process.

By order of the Board of Trustees of
the Village of Croton-on-Hudson, New York
Pauline DiSanto, Village Clerk

Dated: October 13, 2011
Croton-on-Hudson, New York

Introduction

The Village of Croton-on-Hudson (the "Village") is seeking proposals from qualified entities for the provision of Emergency Medical Technicians ("EMT") to collaborate with the Village's Emergency Medical Services ("Croton EMS") volunteers to provide basic life support ("BLS") services to the community. The Village wishes to work with an entity that is willing to supplement the services provided by a group of well-trained, highly capable and dedicated volunteer emergency responders.

Located within Westchester County approximately 35 miles from midtown Manhattan, the Village, with a population just over 8,000, encompasses an area of approximately five square miles. The Croton River and Hudson River meet and form the Village's boundaries to the south, east and west. Topographically, the Village includes low-lying areas along the Hudson River and U.S. Route 9, the Croton River Gorge, and a plateau at the Village's northern boundary that reaches elevations up to 600 feet

Croton EMS is an entirely volunteer Village organization that provides ambulance services to the Village, and pursuant to an agreement with the Town of Cortlandt (the "Town"), the Mt. Airy and Quaker Bridge Fire Protection Districts within the Town (the "Districts"). The Districts encompass an area of similar size to the Village, but with a smaller population. Once part of the Village's Fire Department, in 2008 Croton EMS became a separate Village entity for the purpose of continuing to provide necessary services while building a strong volunteer base. Approximately 700 of the 850 EMS calls generated each year within the Village and Districts require patient transport to area hospitals. Pursuant to New York law, Croton EMS may also respond to requests for mutual aid within other districts and municipalities.

The members of Croton EMS have shown exemplary dedication and are proud of their service and the department. Since the separation from the Village's Fire Department, their commitment has required over 5,000 hours of service, and the Village recognizes this level of dedication. Due to the personal and career commitments of the volunteers, however, the number of members able to respond to calls has diminished. To compensate, the Village's Board of Trustees believes it is in the best interest of the Village to procure the services of a qualified entity for the provision of EMTs to work with the volunteers of Croton EMS in answering EMS calls and performing the duties specified herein.

Scope of Work

Croton EMS operates twenty-four hours a day, seven days a week, fifty-two weeks per year. The successful proposer (the "Contractor") shall assign one Certified EMT (the "Contractor EMT") per shift to the Village for placement with Croton EMS and the provision of ambulance services within the Village and Districts during the days and times set forth below.

Location:

Croton EMS headquarters at 44 Wayne Street, Croton-on-Hudson, New York.

Shifts:

Contractor EMT coverage shall occur twenty-four (24) hours per day, seven (7) days per week.

Shift configurations:

The Village prefers that each Contractor EMT be assigned to a twelve-hour shift, but the Village will consider alternatives as follows:

Two shifts of twelve (12) hours each per day; or
Three shifts of eight (8) hours each per day; or
Four shifts of six (6) hours each per day.

Each shift shall be known as a "Contractor EMT Shift". In any event, *only* one Contractor EMT shall be assigned to each Contractor EMT Shift so that only one Contractor EMT is on duty at Croton EMS headquarters.

Proposers shall specify in their proposals which shift configuration(s) is/are proposed and the corresponding rates.

Contractor EMT Qualifications:

Any Contractor EMT shall have a minimum of two (2) years of experience as an Emergency Medical Technician.

Any Contractor EMT shall have passed CEVO 3, NYS EVOC with a type I or III chassis or equivalent.

Any Contractor EMT assigned by the Contractor shall, upon request, be required to authorize the Village to conduct a personal investigation of such EMT.

Contractor EMT Duties:

It is expected that the Contractor EMT will perform the duties listed below. The details of such duties will be worked out between the Village / Croton EMS and the Contractor and communicated to the Contractor EMT by the Contractor.

- The Contractor EMT shall respond to EMS calls, and such responses shall occur within the time frames specified by Croton EMS.
- The Contractor EMT shall assess, maintain and clean the ambulance on a daily basis and/or after each responded call. He or she shall maintain an inventory of medical supplies in the ambulance and work with volunteers to ensure proper levels of supplies in the ambulance.
- The Contractor EMT shall undergo training exercises with members of Croton EMS as required by Croton EMS and communicated to the Contractor.
- The Contractor EMT shall perform assigned duties related to the maintenance of Croton EMS's Headquarters and perform additional assigned administrative duties.
- The Contractor EMT shall dress professionally and incorporate the "Croton EMS" patch into their uniform. The incorporation of such patch shall in no way create an agency relationship between the Contractor and the Village or establish any other relationship other than independent contractor. Incorporation of the patch is simply to aid the public and other emergency responders in identifying those working with Croton EMS.
- The Contractor EMT shall work with Croton EMS in obtaining all necessary patient insurance information.

Supervision and Discipline:

Supervision of the Contractor EMT shall be performed by the Contractor except in a potentially dangerous or hazardous situation. in which case the Village / Croton EMS shall take immediate corrective action. following which notice to the Contractor shall be given.

Only the Contractor may discipline the Contractor EMT. including termination of employment. The Village / Croton EMS. however, reserves the right to refuse for cause placement of a particular Contractor EMT with Croton EMS.

General Instructions

Proposal Submission Requirements

Proposals shall be delivered to the Village Manager's Office in digital form by e-mail attachment or in a CD ROM in either Adobe .pdf or Microsoft Word .doc format. In addition to digital or electronic submission, five hard copies may be submitted hand, mail, or other courier type services on or before the specified time and date for delivery. Facsimile submissions will **not** be accepted. Proposals received after the specified due date and time will not be accepted. The proposer assumes the risk of any delay in electronic transmission, the mail or in the handling of the mail by employees of the Village. The proposer assumes all responsibility for having the proposal deposited on time at the place specified.

Each hard copy of a Proposal must be in sealed envelope, box or appropriate package clearly marked as set forth below. Proposals received after the due date and time will be rejected regardless of the postmark date.

Proposals shall be e-mailed to:

azambrano@crotononhudson-ny.gov
Village Manager Abraham J. Zambrano
Village of Croton-on-Hudson
Stanley H. Kellerhouse Municipal Building
One Van Wyck Street
Croton-on-Hudson, New York 10520

E-mailed Proposals shall have "Paid EMT Proposal" as the subject line and within the body of the e-mail set forth the Proposer's full name, address, telephone number, and contact person.

Hard copies may be delivered using the address above and contain the following on the face on the envelope:

RFP: Paid EMT Proposal

Proposer: Full Name
 Address
 Telephone Number
 Contact Person

Proposals may be hand-delivered to the Village Manager's Office during regular business hours. All Proposals received after the deadline date and time stated in the Notice to Proposers will not be considered and will be rejected.

All Proposals shall be submitted on the enclosed Proposal Form(s) and include all additional information as required herein. To be considered, all Proposals must be made in accordance with these General Instructions. Failure to follow all instructions contained herein may cause the

Proposal to be considered "non-responsive" and, therefore, may be unacceptable.

Interpretation of Request for Proposals

Each Proposer must carefully examine the specifications, terms, and conditions expressed in this RFP and become fully informed as to the requirements set forth therein. If anyone planning to submit a proposal finds discrepancies or omissions in the RFP, or has any doubt as to the true meaning, he or she may request in writing an interpretation or correction thereof with the deadline being 3:00 p.m. Wednesday October 26, 2011, for these questions. Requests may be hand delivered, mailed, or electronically transmitted to the following address:

Regular Mail and Personal Delivery:

Electronic Mail: azambrano@crotononhudson-ny.gov

and also to pdisanto@crotononhudson-ny.gov

Requests received after the deadline will not be entertained. All questions and answers shall be incorporated into this RFP as formal addenda. **It is the RFP recipient's responsibility to ensure that it receives a copy of all formal addenda and that its Proposal complies with such addenda.**

Qualifications: Award or Rejection

Proposers must have the requisite qualifications specified herein and shall be required to furnish evidence of financial responsibility and of similar work previously performed. Failure to supply such information, as requested, may be considered sufficient grounds to reject the Proposal.

Proposers shall have all requisite licenses and permits to perform the services contemplated herein, and proof of such licenses and permits shall be submitted as part of the Proposal.

The Village reserves the right to reject any or all Proposals when such rejection is in the best interest of the Village. The Village is not obligated to accept the lowest or any Proposal. The Village reserves the right to waive any minor deviation or informality in a Proposal when such waiver is in the best interest of the Village, and reserves the right to modify any requirements, terms, or conditions when such modification(s) is in the best interest of the Village.

Reasonable grounds for supposing any Proposer is interested in more than one Proposal in response to this RFP will be considered sufficient cause for the rejection of all Proposals in which it is s/he is interested.

Although the cost of services is a determining factor for selecting a Contractor, the Village will evaluate all Proposals, and any selection may be based on factors such as the entity's experience, professional qualification, track record, financial stability, and reputation among its current and past customers or clients and the community.

Following a review of all Proposals, some of the Proposers may be selected for interviews or to submit more information. The Village reserves the right to reject all Proposals. Notification of the Village's decision will be provided to all Proposers.

Withdrawal of Proposal

Unless otherwise permitted by law, no Proposals may be withdrawn unless and until no award has been made within forty-five (45) days from the date of proposal submission deadline. Withdrawals must be in writing and delivered personally or sent by certified mail and received by the Village prior to the submission deadline. Negligence on the part of the Proposer in preparing the Proposal confers no right for the withdrawal of the Proposal after the submission deadline.

Proposal Guaranty

Each Proposal shall be accompanied by cash, certified check, or bid bond in an amount equal to at least five percent (5%) of the amount of the Proposal when calculated using the highest regular (e.g., non-overtime) Contractor EMT Shift rate multiplied by 24 multiplied by 365, payable without condition to the Village as a guaranty that the Proposer, if the Proposal is accepted, will execute the Agreement in accordance with the Proposal and other Contract Documents, and will furnish good and sufficient bond for the faithful performance of the same, and for the payment to all persons supplying labor and material for the services rendered hereunder. The Proposal Guaranty will be forfeited upon failure to sign the Agreement and/or execute the required bonds within ten (10) days after the award of Agreement. After award of the contract, the Village will return the proposal guaranty to all non-successful proposers.

Performance Bond

Within ten (10) days of the award of the Agreement, the successful Proposer shall furnish to the Village a faithful Performance Bond in an amount equal to one hundred percent (100%) of the amount of the Proposal when calculated using the highest regular (e.g., non-overtime) Contractor EMT Shift rate multiplied by 24 multiplied by 365, said bond being secured from a surety company satisfactory to the Village.

Equal Opportunity

The Village strongly encourages all entities qualified and certified as Women or Minority Business Enterprises (W/MBE) to submit proposals. The Village reserves the right to disqualify any vendor who practices discrimination in hiring and employment based on race, creed, national origin, sex, gender, sexual orientation, age, or disability.

Proposers will be required to comply with the President's Executive Order No. 11246, which concerns non-discrimination in employment. Proposers are also required to comply with the provisions of Article 15 of New York Executive Law.

Wage Scale

The Contractor shall conform to the New York State Prevailing Wage Schedule and any other applicable law, rule or regulation then in effect.

Laws, Rules and Regulations

The Contractor shall abide by all federal, state, and local laws, rules, regulations, policies and procedures, including all applicable provisions concerning health and safety practices.

Equal Opportunity

The Contractor shall comply with all applicable equal opportunity laws, rules, and regulations.

General Provisions

Proposal

The Proposal shall be comprised of the following documents:

- Signed Proposal Form accompanied by Proposal Guaranty;
- Executed Non-Collusive Bidding Certification;
- Exceptions list in the format as required herein;
- Copies of the General Instructions, all General Provisions, and any Special Provisions included herein;
- A narrative of the Proposer's qualifications and ability to perform the services hereunder;
- All Investigative Authorization Forms; and
- All documents required by the RFP.

Contractor Qualifications and Responsibility

The Contractor must be skilled and experienced in the type of services proposed and shall furnish evidence of financial responsibility and of similar services currently or previously performed. To that end, the Village may investigate as it deems necessary to determine the ability and qualifications of each Proposer to provide the services requested herein, and each Proposer shall furnish to the Village all information and data for this purpose.

The Contractor and his employees and/or agents shall have all requisite licenses and permits to perform the services contemplated herein, and proof of the Contractor's licenses and permits shall be submitted to the Village as part of the Proposal. Contractor shall submit to the Village proof of an employee's requisite license and permits before such employee begins to perform the services contemplated herein and work with Croton EMS.

Performance of Services

The services contemplated herein shall be performed by the Contractor and its employees, and shall not be subject to another contractor or subcontractor except with the written consent of the Village.

Insurance Requirements:

All insurance obtained pursuant to the terms herein shall be obtained from insurance companies licensed in the State of New York (i.e., possess an "Admitted" status), carrying a Best's financial rating of A-, FSC X or better. Insurance coverage submitted from an insurance company having

a lesser rating shall only be permitted if approval is granted by the Village Attorney.

Prior to providing the services contemplated herein, the Contractor shall provide proof of the following coverages:

1. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 (One Million Dollars) each Occurrence / \$2,000,000 (Two Million Dollars) Annual Aggregate and including a waiver of subrogation.
2. Automobile Liability:
 - a. Business Automobile Liability coverage with limits of at least \$1,000,000 (One Million Dollars) each accident.
 - b. Business Automobile coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.
 - c. Village of Croton-on-Hudson, Croton EMS, and their respective officers, directors, employees, agents, volunteers, and emergency services providers shall be included as an additional insured.
 - d. Business Automobile coverage must include a waiver of subrogation.
3. Workers' Compensation and Employers' Liability, and New York State Disability:
 - a. Statutory N.Y.S. Workers' Compensation, Employers' Liability, and New York State Disability Benefits Insurance required for all employees.
 - b. NOTE: ACORD forms are not acceptable proof of workers' compensation coverage. C-105.2 Certificate of N.Y.S. Workers' Compensation Insurance must be provided. DB 120.1 Certificate for N.Y.S Disability Benefits Insurance must be provided.
4. Professional Liability coverage with limits of \$1,000,000 (One Million Dollars) each Occurrence / \$2,000,000 (Two Million Dollars) Annual Aggregate. The professional insurance shall cover the professional services rendered to the Village of Croton-on-Hudson by the Contractor.
5. Umbrella Insurance coverage with limits of \$10,000,000 (Ten Million Dollars) each Occurrence / \$10,000,000 (Ten Million Dollars) Aggregate. Policy must state that it covers over the General Liability, Automobile, Professional Liability, and Employers' Liability Insurance.

The Village of Croton-on-Hudson, Croton. EMS, and their respective officers, directors, employees, agents, volunteers, emergency services providers shall be listed as additional insured

on all policies (with the exception of the Workers' Compensation and Disability policies) and list the specific contract. Such certificates of insurance shall contain the following statement: "ALL COVERAGE SHALL BE PRIMARY and NON-CONTRIBUTING TO ANY OTHER INSURANCE or SELF-INSURANCE HELD BY THE VILLAGE OF CROTON-ON-HUDSON." Include any deductible maintained by, or provided to, the additional insureds.

Certificates shall provide that sixty (60) days written notice, by registered mail with return receipt requested, prior to cancellation be given to the Village. Policies that lapse and/or expire during the term shall be re-certified and received by the Village no less than thirty (30) days prior to renewal.

All relevant insurance policies shall provide coverage for the defense and indemnification provisions contained herein.

Original copies of insurance policies affording coverage, for which certificates of insurance are to be furnished to the Village, must be submitted to the Village for examination along with the certificates.

Contractor acknowledges that failure to obtain such insurance on behalf of the Village of Croton-on-Hudson constitutes a material breach of contract and subjects it to liability for damages, indemnification, any all other legal remedies available to the Village of Croton-on-Hudson. Prior to the commencement of the work, the Contractor is to provide the Village with a certificate of insurance proving that the above requirements have been met. The failure of the Village to object to the contents of the certificate or absence of same shall not be deemed a waiver of any or all rights held by the Village.

Indemnification and Defense

The Contractor shall indemnify, defend and hold harmless the Village and its respective officers, directors, employees, volunteers, agents, and representatives, and from and against any and all costs, losses, liability, claims, and expenses (including reasonable legal fees) incurred in connection with, or arising from, any claim, legal action, or proceeding arising out of the terms of or the services to be performed under the Agreement against the Village and/or any such persons so indemnified by any third party in relation to (i) a breach of any of the representations and warranties made by the Contractor, its employees and/or subcontractors; (ii) a breach of the Agreement by the Contractor, its employees and/or subcontractors; or (iii) the negligence or willful misconduct of the Contractor, its employees and/or subcontractors, provided, in each case, that the Contractor is notified promptly, in writing, of any such suit, action, or threat thereof and is given full and complete authority, information, and assistance by the Village for the defense and settlement of the same.

Such indemnification, defense and hold harmless shall apply to any willful acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.

Independent Contractor:

The Contractor, including the Contractor EMT, is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the Village, nor make any claim, demand, or application to or for any right based upon any different status.

Termination by Village

The Village may terminate the Agreement: (a) at any time, for any reason, upon fifteen (15) days prior written notice to the Contractor, whereupon the Contractor shall be entitled to payment for services rendered pursuant to the Agreement; and (b) upon seven (7) written days notice to the Contractor if the Contractor has breached a material provision of the Agreement and failed to cure the same within five (5) days of written notice thereof.

The Village may also terminate this agreement immediately if the Contractor: (i) ceases business, becomes insolvent, commences to wind-up, or becomes subject to any insolvency, bankruptcy or similar proceedings; (ii) makes an assignment for the benefit of creditors; or (iii) files a petition under any bankruptcy, insolvency or similar law providing for the relief of debtors, or has any petition filed against it, and such party fails to have such petition stayed or lifted within ten (10) days from the date on which the petition is entered.

Termination by the Village shall in no way affect the Village's right to rely on any applicable bond.

Proposal Contents

Each Proposal shall include the "following:

1. Introduction. A cover letter from the Proposer shall include the name of the Proposer, name of primary contact, address, phone number, fax number, and primary contact's e-mail address. The letter shall include a brief description of the entity.
2. Qualifications. The Proposal shall include information stating the entity's professional qualifications, involvement in the Emergency Medical field, number of employees, and a list of communities currently being served. This section of the Proposal shall explain how the entity is governed and/or managed, and must include a list of managers or principals. The Proposal shall include a resume of the individual(s) who oversee the day-to-day operations of the organization.
3. References. A list of at least three references is required. Each reference shall include the name of the community or organization being served, the length of time of such service, and the scope of services provided. The list shall include the name and telephone number of a contact person for each reference.
4. Fee schedule. The Proposal shall be for a one (1) year period and shall have a renewal provision for three (3) additional (1) year terms. The Proposal shall include rates for each Contractor EMT Shift, overtime, holiday, overtime holiday, and any other applicable category of pay.

Exceptions

This portion of the Proposal will note any exceptions to the requirements and conditions of the RFP taken by the Proposer. Each Proposer's exceptions should given an explanation as to why the Proposer is taking exception to the requirements. If exceptions are not noted, the Village will assume that the Proposer's proposal meets those requirements as specified herein. As a minimum, exceptions shall be noted as follows:

- a. Exceptions to "Scope of Work
- b. Exceptions to any General or Specific Provisions
- c. Exceptions to Proposal Contents Requirements
- d. Exceptions to draft contract terms

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid or Proposal, the Proposer and each person signing on behalf of ANY Proposer, 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 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 proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

(If this Proposal is submitted by a corporate Proposer): Attached hereto is a certified copy of the resolution authorizing the execution of this certificate by the signatory of this Proposal on behalf of the corporate Proposer.

I hereby affirm under the penalties of perjury that the foregoing statement is true.

Signature

Print name and Title

Proposer

Address

CORPORATE NON-COLLUSIVE RESOLUTION

Resolved that [name of Corporation] be authorized to sign and submit the Proposal of this corporation for _____ to the Village of Croton-on-Hudson and to include in such Proposal the certificate as to non-collusion required in section 103-d of the New York State General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate, this corporate Proposer shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by [Name of Corporation] Corporation at a meeting of its Board of Directors held on the [date] day of [month], [year].

Secretary

PROPOSAL FORM

Proposal of _____

Doing Business As: _____ (if applicable)

Address: _____

City State Zip Code

Submission Deadline: _____

To the Village of Croton-on-Hudson:

The undersigned, having examined the General Instructions, Specifications and attached forms, and all other Contract Documents, and being familiar with the various conditions under which these services, equipment and/or supplies are to be used, agrees to furnish the requirements called for in the bid, for the prices stated.

The undersigned hereby certifies that this Proposal is genuine and not sham, collusive, fraudulent, or made in the interest of or on behalf of any person, firm or corporation not herein named. The undersigned further certifies that no Village of Croton-on-Hudson officer or employee has any interest herein, and in the event that such Village of Croton-on-Hudson officer or employee has any such interest, the full nature thereof shall be disclosed.

Signature: _____

Title: _____

Telephone: _____

Website
Address: _____

Tax Identification Number: _____

Trading and Doing Business As: (Check One)

☐ Individual

☐ Partnership

☐ Corporation (Seal)

In connection with the Request for Proposals for Emergency Medical Technician to serve with Croton EMS within the Village of Croton-on-Hudson:

FEE SCHEDULE / HOURLY RATES (inclusive of all related expenses)

Two (2) 12-hour shifts per day:	\$ _____ /hour	dollars and _____ cents per hour)
OR		
Three (3) 8-hour shifts per day:	\$ _____ /hour	dollars and _____ cents per hour)
OR		
Four (4) 6-hour shifts per day:	\$ _____ /hour	dollars and _____ cents per hour)
Overtime rate:	\$ _____ /hour	dollars and _____ cents per hour)
Holiday rate:	\$ _____ /hour	dollars and _____ cents per hour)
Overtime holiday rate:	\$ _____ /hour	dollars and _____ cents per hour)

Additional rates: (if applicable)

_____	\$ _____ /hour	dollars and _____ cents per hour)
_____	\$ _____ /hour	dollars and _____ cents per hour)
_____	\$ _____ /hour	dollars and _____ cents per hour)
_____	\$ _____ /hour	dollars and _____ cents per hour)

Identify holidays: (e.g., Thanksgiving Day, New Year's Day, etc.)

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The Proposer certifies the above stated price to be genuine for a period of forty-five (45) days and to be, without exception, the total cost of the services and materials offered to the Village.

By signing, the undersigned certifies that it has express authority to sign on behalf of itself, its company or other entity and full knowledge and acceptance of the terms and contained in the Contract Documents, except that where exceptions have been taken to which the Village has agreed, those exceptions shall control for their respective specifications.

Entity: _____

By: _____

Title: _____

Submission

Date: _____

SUBSCRIBED AND SWORN before me

Notary's stamp:

this _____ day of _____, 20011.

----- ♡ *Notary Public*

My Commission expires: -----

PROPOSER QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. The Proposer may submit any additional information he desires.

1. Name of Proposer: _____

2. Permanent main office address: _____

3. If a corporation, where incorporated: _____

4. How many years have you been engaged in contracting under your present firm or trade name: _____

5. Contracts on hand: (list the 5 largest, showing gross amount of each contract and the anticipated dates of completion)

Name and Location	\$AMOUNT	% COMP.
a) _____	_____	_____
b) _____	_____	_____
c) _____	_____	_____
d) _____	_____	_____
e) _____	_____	_____
6. General character of work performed by you: _____

7. Have you ever failed to complete any work awarded to you? If so, state where and why. (Attach letter if more space is needed.)

8. Have you ever defaulted on a contract? If so, where, when and why? (Attach letter if more space is needed.)

9. List the 5 largest contracts recently completed by you, stating approximate gross cost for each, and the month and year completed.

a) _____
b) _____
c) _____
d) _____
e) _____

10. List your major equipment available for this contract:

11. Experience in work similar to this RFP:

12. Background and experience of the principal members of organization including the officers:

13. Give bank references:

a) Name: _____
Address: _____
Acct. No. _____

b) Name: _____
Address: _____
Acct. No. _____

c) Name: _____
Address: _____
Acct No: _____

14. Please attach hereto a detailed financial statement and furnish any other information that may be of interest.

15. The Contractor MUST FURNISH AND ATTACH TO HIS BID A LETTER OF INTENT from a bonding company, acceptable to the Village, stating that it will provide the necessary Performance Bond for the services rendered.

16. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Village in verification of the recital comprising this statement of Proposer's Qualifications:

Dated _____ this _____ day of _____ 2009.

By: _____

Name: _____

State of _____) ss:
County of _____

that he is _____ of _____ **being** duty sworn, deposes, and says
and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me
this _____ day of _____ 2009.

[Notary Stamp:]

My commission expires:

INVESTIGATIVE AUTHORIZATION FORM (FOR INDIVIDUAL)

The undersigned, being _____ (title) for _____ (entity), which is a prospective Contractor to provide Emergency Medical Technicians to the Village of Croton-on-Hudson recognizes that public health and safety requires assurance of safe, reliable, and cost efficient service. That assurance will require an inquiry into matters that are determined relevant by the Village or its agents, such as, but not limited to, the character, reputation, competence of the entity's owners and key employees.

The undersigned specifically acknowledges that such inquiry may involve an investigation of his or her personal work experience, educational qualifications, moral character, financial stability, and general background, and specifically agrees that the Village, or its agents, may undertake a personal investigation of the undersigned for the purpose stated. This authorization shall expire six (6) months from the signature date.

**AUTHORIZATION FOR SUCH PERSONAL INVESTIGATION IS HEREBY EXPRESSLY
GIVEN:**

Date _____

Individual Name

Signature

ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that he/she executed the same as his/her free act and deed.

Witness my hand and Notary Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public Seal

Notary Public

Commission Expiration Date: _____

INVESTIGATIVE AUTHORIZATION FORM FOR ENTITY

The undersigned entity, a prospective Contractor to provide Emergency Medical Technicians to the Village of Croton-on-Hudson recognizes that public health and safety requires assurance of safe, reliable, and cost efficient service. That assurance will require inquiry into aspects of the entity's operations determined relevant by the Village, or its agents. The entity specifically agrees that the Village or its agents may conduct an investigation into, but not limited to, the following matters:

1. The financial stability of the entity, including its owners and officers, any information regarding potential conflict of interests, past problems in dealing with other clients or municipalities where the entity has rendered service, or any other aspect of the entity's operations or its structure, ownership, or key personnel that might reasonably be expected to influence the Village's selection decision.
2. The entity's current business practices, including employee compensation and benefits arrangements, pricing practices, billing and collections practices, equipment replacement and maintenance practices, in-service training programs, means of competing with other companies, employee discipline practices, public relations efforts, current and potential obligations to other entities, and general internal public relations.
3. The attitude of current and previous customers of the entity toward the entity's services and general business practices, including patients or families of patients served by the entity, physicians or other health care professionals knowledgeable of the entity's past work, as well as other units of local government with which the entity has dealt in the past.
4. Other business in which entity owners and/or other key personnel in the entity currently have a business interest.
5. The accuracy and truthfulness of any information submitted by the entity in connection with such evaluation.

This authorization shall expire six (6) months from the date of signature.

Date

Entity Name

Authorized Representative (Signature)

Authorized Representative (Printed)

Title

Commission Expiration Date:_____

Exhibit B



TOWN OF OSSINING

The Volunteer Spirited Town

16 CROTON AVENUE
OSSINING, N.Y. 10562

PHONE: 914-762-6000 FAX: 914-762-0833

www.townofossining.com

Catherine Borgia
Supervisor

Geoffrey J. Harter
Council Member

Michael Tawil
Council Member

Peter J. Tripodi IV
Council Member

Northon F. Viller
Council Member

October 26, 2011

Mr. Abe Zambrano
Village of Croton on Hudson
1 Van Wyck Street
Croton on Hudson, NY 10520

Dear Mr. Zambrano,

I am writing to express the Town of Ossining's interest in Croton's RFP concerning the provision of emergency medical technicians.

The Ossining Volunteer Ambulance Corps (OVAC) provides emergency care to the people of Ossining, subject to the oversight of The Ossining Volunteer Ambulance Corps is part of The Mid-Hudson EMS District, of which the Town of Ossining is a member.

Sincerely yours,

Catherine Borgia, Supervisor
cborgia@townofossining.com

Qualifications:

The Ossining Volunteer Ambulance Corps (OVAC) has been providing emergency medical services to the people of Ossining since 1958. In 2008, the town board established an ambulance district. In early 2010, the Town of Ossining joined with the Town of New Castle to create an Emergency Ambulance Services and General Ambulance Services Inter-Municipal Cooperative Agreement ("Ambulance IMA"). In August 2011, the name of this district was changed to The Mid-Hudson EMS District, after a temporary agreement with the Village of Croton to provide a paid EMT when no volunteers were available. Currently, the Mid-Hudson EMS District, of which OVAC is a crucial component, serves Ossining and part of New Castle.

The Mid Hudson EMS District is governed by an eleven member board of directors, currently chaired by Dr. Robert Seebacher. The chief elected official of each municipality or their designee is a voting member of this board. Other voting members are appointed to three year terms by joint resolutions. The administrator of the service provider and the medical director serve as non-voting ex-officio members. OVAC Chief Sam Lubin is largely responsible for overseeing the day to day operations of the organization. Attached are the medical certifications of OVAC's employees.

References:

1. Village of Ossining

Length of Time of Service: Approximately 53 years

Services Provided: Advanced Life Support (ALS), Basic Life Support (BLS), Ambulance Services

Contact: Richard Leins, Village Manager, (914) 941-3554

2. Town of New Castle

Length of Time of Service: Approximately 2 years

Services Provided: Advanced Life Support (ALS), Basic Life Support (BLS), Ambulance Services

Contact: Barbara Gerrard, Town Supervisor, (914) 238-7281

3. Town of Ossining

Length of Time of Service: Approximately 50 years

Services Provided: Advanced Life Support (ALS), Basic Life Support (BLS), Ambulance Services

Contact: Catherine Borgia, Town Supervisor, (914) 762-6001

Fee Schedule/ Hourly Rates:

- o Regular Shift:
 - o Two (2) 12-hour shifts per day@ \$17.26/hour
 - o \$17.26 comprised of the following:
 - \$14.00/hour +
 - \$2.25 Administrative Fee +
 - \$1.01 Worker's Camp Fee
- Overtime Rate: \$24.75/hour
- Holiday Rate: \$17.26 (no increase)
- Overtime Holiday Rate: \$24.75/hour

General Provisions

Proposal

The Proposal shall be comprised of the following documents:

- Signed Proposal Form accompanied by Proposal Guaranty;
- Executed Non-Collusive Bidding Certification;
- Exceptions list in the format as required herein;
- Copies of the General Instructions, all General Provisions, and any Special Provisions included herein;
- A narrative of the Proposer's qualifications and ability to perform the services hereunder;
- All Investigative Authorization Forms; and
- All documents required by the RFP.

Contractor Qualifications and Responsibility

The Contractor must be skilled and experienced in the type of services proposed and shall furnish evidence of financial responsibility and of similar services currently or previously performed. To that end, the Village may investigate as it deems necessary to determine the ability and qualifications of each Proposer to provide the services requested herein, and each Proposer shall furnish to the Village all information and data for this purpose.

The Contractor and his employees and/or agents shall have all requisite licenses and permits to perform the services contemplated herein, and proof of the Contractor's licenses and permits shall be submitted to the Village as part of the Proposal. Contractor shall submit to the Village proof of an employee's requisite license and permits before such employee begins to perform the services contemplated herein and work with Croton EMS.

Performance of Services

The services contemplated herein shall be performed by the Contractor and its employees, and shall not be subject to another contractor or subcontractor except with the written consent of the Village.

Insurance Requirements:

All insurance obtained pursuant to the terms herein shall be obtained from insurance companies licensed in the State of New York (i.e., possess an "Admitted" status), carrying a Best's financial rating of A-, FSC X or better. Insurance coverage submitted from an insurance company having

a lesser rating shall only be permitted if approval is granted by the Village Attorney.

Prior to providing the services contemplated herein, the Contractor shall provide proof of the following coverages:

1. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 (One Million Dollars) each Occurrence / \$2,000,000 (Two Million Dollars) Annual Aggregate and including a waiver of subrogation.
2. Automobile Liability:
 - a. Business Automobile Liability coverage with limits of at least \$1,000,000 (One Million Dollars) each accident.
 - b. Business Automobile coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.
 - c. Village of Croton-on-Hudson, Croton EMS, and their respective officers, directors, employees, agents, volunteers, and emergency services providers shall be included as an additional insured.
 - d. Business Automobile coverage must include a waiver of subrogation.
3. Workers' Compensation and Employers' Liability, and New York State Disability:
 - a. Statutory N.Y.S. Workers' Compensation, Employers' Liability, and New York State Disability Benefits Insurance required for all employees.
 - b. NOTE: ACORD forms are not acceptable proof of workers' compensation coverage. C-105.2 Certificate of N.Y.S. Workers' Compensation Insurance must be provided. DB 120.1 Certificate for N.Y.S Disability Benefits Insurance must be provided.
4. Professional Liability coverage with limits of \$1,000,000 (One Million Dollars) each Occurrence / \$2,000,000 (Two Million Dollars) Annual Aggregate. The professional insurance shall cover the professional services rendered to the Village of Croton-on-Hudson by the Contractor.
5. Umbrella Insurance coverage with limits of \$10,000,000 (Ten Million Dollars) each Occurrence / \$10,000,000 (Ten Million Dollars) Aggregate. Policy must state that it covers over the General Liability, Automobile, Professional Liability, and Employers' Liability Insurance.

The Village of Croton-on-Hudson, Croton EMS, and their respective officers, directors, employees, agents, volunteers, emergency services providers shall be listed as additional insured