

TOWN OF YORKTOWN

BID: Dry Cleaning¹ of Yorktown Police Department Uniforms

The Bid Documents consists of the following documents:

1. **Notice to Bidders**
2. **Part One** Summary of Bid and Bid Proposal Form
3. **Part Two** General Terms and Conditions of Bid
4. **Part Three** Specifications
5. **Part Four** Option to Extend Contract
6. Non-Collusive Bidding Certificate

A completed bid will consist of

1. one copy of the **Bid Proposal Form**, signed on behalf of Bidder with information for all blanks supplied, and a detailed listing of any exceptions from any of the bid documents taken by Bidder; and
2. a signed Non-Collusive Bidding Certificate.

Bidder should be aware that any required information which is not supplied or any exception taken to any of the bid documents may, at Town's option, render such bid non-responsive.

If the bid is awarded by Town, the bid award will constitute a contract between the successful bidder and the Town of Yorktown. The Town Clerk will notify the successful bidder in writing. Successful bidder will be required to submit to the Town a completed W-9 form.

¹ Laundering may be a service included in this bid. See the Bid Proposal Form for more information.

PART ONE

SUMMARY OF BID

The Town of Yorktown seeks bids from qualified parties to supply the following goods:

Dry Cleaning of Yorktown Police Department Uniforms, the specifications of which are more fully set forth in Part Three of this document.

Bidders should, before submitting a bid, carefully examine and understand the contents of each Part of this bid package including the Summary of Bid, Specifications, General Terms and Conditions (and any Appendices), the Non-Collusive Bidding Certificate. These documents set forth the character and quality of the work and materials to be provided by the bidder. The Contract is to begin on April 17, 2019 and terminate on April 16, 2020. The Town shall have the option to extend this contract at the same bid prices, for two (2) additional one-year terms, for a total of three (3) years. The extension shall be for the periods April 17, 2020 through April 16, 2021 and April 17, 2021 through April 16, 2022. See Part Four of this Bid Package.

Bidders shall have (7) business days prior to the bid opening date to bring to the attention of the Town Clerk any errors or defects in these specifications which would prevent Bidder from providing a responsive bid.

Bidder must be fully qualified to deliver the goods specified in the Specifications. The town reserves the right to request references from other parties for which Bidder has provided similar goods.

INSURANCE REQUIREMENTS

The successful bidder must submit to the Town Clerk within five (5) days of bid award the following proof of insurance:

Bailee Policy. Proof of Bailee's insurance coverage, showing that bidder has coverage for damage or loss of garments while it is in bidder's care, custody or control.

Worker's Compensation and Employers Liability Policy, New York statutory coverage. C-105.2 form or CE-200 exemption form is required. SI-12 form is required if self-insured.

Disability Insurance: statutory coverage. DB-120.1 form, or, if exempt, a CE-200 form. DB-155 is required if self-insured.

Insurance coverage must be maintained throughout the contract term.

Town of Yorktown

BID: Dry Cleaning of Yorktown Police Department Uniforms

BIDDER'S NAME: _____

BID PROPOSAL FORM

Effective June 2012, the Town may award a bid based on either Lowest Responsible Bid or Best Value, in accordance with the 2012 amendments to General Municipal Law § 103, as implemented by Yorktown Town Code Chapter 68 (copies available at the Town Clerk's Office).

CONTRACT FOR DRY CLEANING SERVICES

UNIFORMS	ESTIMATED ANNUAL CLEANING UNITS	PRICE PER UNIT
Men/Women Shirts – dry cleaned	3000	Dry cleaning price:
Men's Shirts – laundered ²		Laundering price:
Pants ³	2500	
Dress Blouse	20	
Winter/All weather coats	20	
Misc: ties, ballistic vest carriers, medical bags, sweaters	24	
Polo Shirts(red/blue)	75	
Blankets	75	
TOTAL OF ABOVE (lowest bid based on this number, not the itemized prices above)		\$ _____

The price(s) set forth above shall remain valid for one (1) year from the date of bid award.

² Police Department has option to dry-clean all men's/women's shirts or launder all men's/ women's shirts. The option will be exercised when the bid is awarded.

³ Pants, dress blouse, coats, ties, and blankets are all to be dry-cleaned only.

Prices bid must cover all of bidder's costs. There shall be no additional charges to the Town for pick-up, delivery, set-up, etc.

The undersigned, on behalf of the vendor, certifies that: (1) the person whose signature appears below is legally empowered to bind the company in whose name the bid is entered; (2) he has read the complete Request for Bid and understands all provisions; (3) if accepted by the Town, this bid is guaranteed as written and will be implemented as stated; (4) by submitting its bid, Bidder agrees to all the terms of this Bid document, including but not limited to, each and every provision of the General Terms and Conditions of Bid; (5) mistakes in writing of the submitted bid will be the bidder's responsibility; and by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

(List found at <http://ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.)

BIDDER'S OFFICIAL CORPORATE NAME (required, if bidder is a corporation):

BIDDER'S D/B/A NAME (if any) _____

Name of person authorized to submit bid for bidder:

Signed: _____

[Signature of authorized person]

TITLE of authorized person: _____

BIDDER'S CORPORATE NAME:

BIDDER CONTACT INFORMATION:

PRINT NAME: _____

TITLE: _____

Address: _____ State: _____ Zip: _____

Phone: _____

Fax: _____

Email: _____@_____

- END OF BID PROPOSAL FORM -

PART TWO

General Terms and Conditions of Bid

<u>Article Numbers</u>	<u>Heading</u>
I.	INTERPRETATION AND APPROVAL
II.	NON-COLLUSION
III.	BID QUOTATIONS
IV.	LATE BIDS
V.	BID OPENING
VI.	ACCEPTANCE OR REJECTION
VII.	AWARD
VIII.	NOTICE OF AWARD
IX.	DELIVERY POINT
X.	DATE OF DELIVERY
XI.	DAMAGES
XII.	WARRANTY/GUARANTEE
XIII.	BREACH OF CONTRACT AND TERMINATION
XIV.	ASSIGNMENT PROHIBITED
XV.	REPRESENTATIONS AS TO REVISIONS OF SOLICITATIONS

I. **Interpretation and Approval**

1.1 No interpretation of the meaning of the bid document will be made to any bidder orally. Any request for such interpretation shall be made not later than five (5) working days prior to the date fixed for the opening of bids and must be made in writing, addressed to:

Diana Quast, Town Clerk
Town of Yorktown
363 Underhill Ave.
Yorktown Heights, NY 10598

Notice of any and all such interpretations and any supplemental instructions will be served upon all bidders of record by the Town Clerk in the form of addenda to the bid specifications. All addenda so issued shall become a part of the bid document.

1.2 Interpretation of the bid specification shall be decided by Town Clerk. The Town Clerk's decision shall be final and binding on all parties.

II. **Non-Collusion**

Bidder shall certify that it has complied with all of the requirements stated in the non-collusive bidding certificate by signing the form included in this bid document. Failure by Bidder to complete and sign the non-collusive bidding certificate will constitute grounds for rejection of the bid proposal by Town.

III. **Bid Quotations**

Unit price and total price of each item quoted shall be written in ink, or typed, in the space opposite the name of the item listed on the bid proposal form.

No bids will be considered acceptable unless properly made out on the bid proposal forms provided by Town and signed by Bidder in ink.

In the event of a discrepancy between the unit price and the total price of the bid proposal form, the unit price will govern. All prices must be quoted "per unit" quantity specified. (e.g. do not quote "per case" when "per dozen" is requested). All items not bid shall be indicated as "not bid" in the total price space. When bids are requested on a lump sum basis, Bidder must bid on each item in the lump sum group. A bidder desiring to bid "no charge" on an item in a group must so indicate. Failure to comply with the provisions of this paragraph may be grounds for rejection of the bid proposal by Town.

IV. **Late Bids**

Bid proposals that arrive after the time stated for the opening of bids shall not be accepted, and will be returned to Bidder unopened. Whether sent by mail or by means of personal delivery, Bidder assumes responsibility for having its bid delivered on time at the place specified in the legal notice.

V. **Bid Opening**

Sealed Bids will be publicly opened on the date, day and time specified in the notice included in the bid documents. Bids may be read aloud to those persons present when practicable. Any Bidder may request to review the bid proposals submitted by arranging a mutually convenient time when bids may be reviewed with the Town Clerk.

VI. **Acceptance or Rejection**

The Town reserves the sole right to waive any informality, to reject any or all bids, and Town's decision shall be final and binding on all parties.

VII. **Award**

Awards will be made to the responsible bidder submitting the lowest bid that fully complies with all the specifications stated in the bid document.

Town reserves the right to make awards within sixty (60) days after the date of the bid opening, during which period bids may not be withdrawn, unless Bidder expressly states in its bid that acceptance thereof must be made within a shorter specified time.

Town reserves the right to reject all bids and to purchase any or all items on contracts awarded by agencies or departments of the State of New York or of the County of Westchester, if such items can be obtained on substantially the same terms, conditions, specifications, and at a lower price.

VIII. **Notice of Award**

If the bid is accepted by Town, successful bidder (also referred to herein as "Vendor") will be notified in writing by the Town Clerk. Bidder will be required to submit a fully completed W-9 form with its first invoice.

IX. **Delivery Point**

Deliveries and pick-ups shall be made in accordance with the specifications except on national, state or local holidays when Town buildings are closed. Bidder shall be responsible to verify that the appropriate Town building for delivery is open prior to delivering items. All bid items shall be unloaded and placed within the particular Town building, at points of delivery, and in quantities, as directed by the Town. Any costs incurred by the Town or Bidder due to the failure of Bidder to comply with this requirement will be the responsibility of Bidder. Bidder should be prepared to furnish proof of delivery, if requested by Town.

If Bidder is shipping bid items to Town using a third-party carrier (US Postal Service, UPS, FedEx), there shall be no additional shipping charge to the Town.

X. **Date of Delivery**

Delivery of all bid items under this bid shall be made not later than the date specified in the bid

document. If Bidder cannot meet the delivery date specified in the bid document, Bidder shall state on the bid form the proposed date of delivery and such date will be considered when determining responsiveness in awarding the bid.

XI. **Damages**

Bidder shall be fully responsible for shipping and delivery of bid items in an undamaged condition. Bidder shall be fully responsible for performance of work in a satisfactory manner with satisfactory results in the discretion of the Town. Town will not consider the carrier responsible for damaged or delayed deliveries. Any bid item damaged or broken when delivered to Town shall be replaced immediately by Bidder. Town shall notify Bidder of damaged or defective goods in writing within ten (10) business days from the date of delivery. This remedy available to the Town in this Article shall be in addition to available remedies provided in the Article entitled Breach of Contract, below.

XII. **Warranty/Guarantee**

By submitting its bid, Bidder is deemed to warrant and guarantee that all services shall be rendered and performed in a workmanlike manner in accordance with the general standards of the trade.

XIII. **Breach of Contract/Termination**

If Bidder fails to perform as ordered, or within the time specified, or within reasonable time as interpreted by Town, whether so requested immediately or as directed by Town, that shall constitute a breach of the contract, and Town may order services from other sources to take the place of the services rejected. Town reserves the right to authorize immediate purchase (within 24 hours) from other sources against rejections on any contract when necessary. On all such purchases Bidder agrees to reimburse Town promptly for excess costs occasioned by such purchases. Should the cost be less, Bidder shall have no claim to the difference. Such purchases may be deducted from the outstanding invoices or claims, or charged back against future invoices. Without limiting the foregoing, Town reserves the right to terminate the Contract upon breach upon within ten (10) days of notice provided to Bidder.

XIV. **Assignment Prohibited**

Bidder shall not assign, transfer, convey, sublet, subcontract or otherwise dispose of the contract or its right, title, or interest therein, or its power to execute such contract, to any other person, or entity without the prior written consent of Town.

XV. **Representations as to Revision of Solicitation**

If any questions or responses require revision to the bid solicitation as originally published, such revision will be by formal amendment only. If the solicitation includes a contact person for technical information, bidders are cautioned that any oral or written representation made by this or any other person that materially changes or appear to materially changes any portion of the solicitation must not be relied upon unless subsequently ratified by a written amendment to this solicitation. For determination as to whether any such representation requires an amendment, contact the Town Clerk.

PART THREE

BID: Dry Cleaning of Yorktown Police Department Uniforms

SPECIFICATIONS

1. Repair of Items:

Minor repairs (e.g., button or clasp replacements, loop hole sewn back on, three cornered tears on apparel items) shall be performed free of charge by the vendor.

2. Insurance

The successful bidder must submit to the Town Clerk within five (5) days of bid award the following proof of insurance:

Bailee Policy. Proof of Bailee's insurance coverage, showing that bidder has coverage for damage or loss of garments while it is in bidder's care, custody or control.

Worker's Compensation and Employers Liability Policy, New York statutory coverage. C-105.2 form or CE-200 exemption form is required. SI-12 form is required if self-insured.

Disability Insurance: statutory coverage. DB-120.1 form, or, if exempt, a CE-200 form. DB-155 is required if self-insured.

Insurance coverage must be maintained throughout the contract term.

3. Laundering of Clothing and Other Items:

All items washed and dry cleaned will be processed in accordance with industry standards relating to the policy of Universal Precautions for preventing transmission of blood borne infections; and in accordance with Center for Disease Control, OSHA and New York State Department of Health requirements. See 29 CFR §1910.1030. Laundry should be processed with a neutral PH not to exceed levels between 5 and 7. Contamination bags and tags are to be provided by the vendor.

4. Theft/Loss:

All police uniforms and police civilian attire are to be safeguarded against theft, loss and/or unauthorized use. Failure to safeguard police uniforms against theft, loss and/or unauthorized use may result in the immediate termination of this contract as well as potential criminal penalties. The value of any police uniform or detective / dispatcher civilian attire that is lost or damaged or otherwise determined unserviceable, while in the possession of the contractor due to processing problems or negligence resulting in theft or loss, will be deducted from the next available invoice.

5. Laundering & Dry Cleaning of Uniforms – Specifications:

- I. The successful bidder's delivery and pick-up of all items shall be made four times a week (Monday, Tuesday, Thursday and Friday). The pick-up receipt must be signed by an employee of the contractor.
- II. In the event a garment is lost or damaged while in the Contractor's possession, the Contractor shall repair or reimburse the Town of Yorktown for such loss or damage at the replacement cost to the Town of Yorktown via claim forms provided by the Vendor.
- III. Prospective bidders may inspect the type of items to be laundered or dry cleaned at the Town of Yorktown Police Department, upon making arrangements for such inspection through the Staff Division Commander by contacting #914-962-4457 Ext. 111.
- IV. The contractor must have in its employ qualified and permanently employed personnel and must

maintain adequate trucking facilities to render satisfactory service.

- V. Price quoted shall be net and shall include all delivery and pickup charges necessary to effect prompt and satisfactory service.
- VI. **ALL DRY CLEANING AND PRESSING SHALL BE DONE IN ACCORDANCE WITH THE ACCEPTED STANDARDS OF THE DRY CLEANING AND LAUNDRY INSTITUTE. SHRINKAGE OF GARMENTS WILL NOT BE ACCEPTABLE.**
- VII. The number of garments to be cleaned is approximately 500 pieces/month and will vary depending on vacations, sickness, etc.
- VIII. **THE VENDOR SHALL BE PAID ONLY FOR THE NUMBER OF GARMENTS CLEANED AND ALTERED (IF APPLICABLE).**
- IX. **The Yorktown Police Department reserves the right during the course of this Contract on deciding on having all shirts to be cleaned to be either LAUNDERED or DRY CLEANED of which ever best suits the needs of the Department.**

PART FOUR

OPTION TO EXTEND THE TERM OF THE CONTRACT

- A. Town shall have the unilateral option of extending this contract for three (3) additional periods of twelve (12) months each upon the same terms and conditions as are contained in this contract at the time said options is exercised.
- B. Said option shall be exercised by written notification from Town not less than thirty (30) calendar days prior to the expiration of the contract.
- C. Bidders are cautioned that the exercise of the option is a Town prerogative, not a contractual right on the part of Bidder. If the Town exercises the option within the time frame prescribed herein, Bidder shall be contractually bound to perform the services for the option period.
- D. Town reserves the right to terminate this current contract or any subsequent extension upon ten (10) days' notice to the Bidder in writing.

Bidder Signature

NON-COLLUSIVE BIDDING CERTIFICATION

Made pursuant to Section 103-d of the General Municipal Law of the State of New York.

By submission of this bid, Bidder and each person signing on behalf of Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her 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;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by Bidder and will not knowingly be disclosed by Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1) (2) and (3) above, have not been complied with; provided, however, that if in any case Bidder cannot make the foregoing certification, Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

Dated: _____

Bidder: _____

(Legal name of person, firm or corporation)

By: _____

(Signature)

(Please Print Name)

(Title)

State of New York)

County of _____)ss.:

On the ____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Notary Public)