

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Town Clerk, Town of Yorktown, Westchester County, NY until 11:00 A.M. on June 2, 2020 at the Town Hall, 363 Underhill Avenue, Yorktown Heights, N.Y. 10598 for Cummins OEM Parts. Specifications may be obtained at the office of the Town Clerk in said Town Hall.

The Bidder assumes the risk of any delay in the mail or in the handling of the mail by the employees of the Town of Yorktown. Whether sent by mail or means of personal delivery, the Bidder assumes the responsibility for having the bids in at the time and the place specified above. All bids are to be returned to the Town Clerk, 363 Underhill Avenue, Yorktown Heights, NY 10598, marked: **“Bid: Cummins OEM Parts.”**

The Town Board reserves the right to reject any and all bids and to accept that bid which is deemed most favorable to the interests of the Town of Yorktown.

Diana Quast
Town Clerk
Town of Yorktown

BID: Cummins OEM Parts

The Bid Documents consists of the following documents:

- Notice to Bidders
- Summary of Bid and Bid Proposal Form
- Instructions to Bidders
- General Terms and Conditions
- Specifications
- 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. 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.

SUMMARY OF BID

The Town of Yorktown seeks bids from qualified parties to supply the following goods: **Cummins OEM Parts**, the specifications of which are more fully set forth in this bid 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. PRICE(S) SET FORTH IN BID PROPOSAL FORM SHALL REMAIN VALID FOR ONE YEAR FROM THE DATE OF BID AWARD. THE TOWN SHALL HAVE THE OPTION TO RENEW THIS CONTRACT FOR 5 ADDITIONAL 1 YEAR PERIODS BY NOTICE TO VENDOR 30 DAYS PRIOR TO THE ANNIVERSARY OF THIS CONTRACT.

DATES OF BID: JUNE 16TH, 2020 TO JUNE 16TH, 2021; 2021/2022, 2022/2023, 2023/2024, 2024/2025.

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.

Town of Yorktown
BID: Cummins OEM Parts

Bidder's Name: _____

BID PROPOSAL FORM

CUMMINS OEM PARTS -

A PRICE BOOK OR CD FROM WHICH THE VENDOR WILL PROVIDE A DISCOUNT OF _____ PERCENT TO BE DISCOUNTED FROM THE LIST PRICE

PRICE BOOK/CD NAME _____

PRICE BOOK/CD NUMBER _____

PRICE BOOK/CD DATE _____

Prices bid must cover all of bidder's costs. There shall be no additional charges to the Town for delivery, except as provided in the Specifications for emergency orders requiring one-day delivery. The Lowest Responsible Bid will be determined by the highest percentage to be discounted from the list price. The Town may award a bid based on either Lowest Responsible Bid or Best Value General Municipal Law § 103.

THIS CONTRACT HAS AN OPTION TO EXTEND FOR FIVE ADDITIONAL YEARS. See General Terms and Conditions.

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>.)

SIGNED: _____

Name:

Title:

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: _____

BIDDER'S CORPORATE NAME: _____

BIDDER CONTACT INFORMATION:

PRINT NAME: _____ TITLE: _____

ADDRESS: _____ STATE: _____ ZIP: _____

PHONE: _____ FAX: _____

EMAIL: _____

Instructions to Bidders

- I-1. INTERPRETATION AND APPROVAL
- I-2. NON-COLLUSION
- I-3. BID QUOTATIONS
- I-4. LATE BIDS
- I-5. BID OPENING
- I-6. ACCEPTANCE OR REJECTION
- I-7. AWARD
- I-8. NOTICE OF AWARD
- I-9. REPRESENTATIONS AS TO REVISIONS OF SOLICITATIONS
- I-10. SPECIAL REQUIREMENTS

I-11. Interpretation and Approval

A. 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:

Alice Roker, 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.

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

I-12. 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.

I-13. 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 form 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.

I-14. **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.

I-15. **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.

I-16. **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.

I-17. **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.

I-18. **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.

I-19. **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.

I-20. **Option to Extend Contract**

This bid grants the Town the unilateral option to extend the term. See Specifications section.

I-21. **Special Requirements**

Special requirements for any bid proposal may supersede and/or be added to any provision contained in the instructions noted above. These instructions are to be considered an integral part of all bid proposals.

GENERAL TERMS AND CONDITIONS

- GT-1. QUALITY AND SAMPLES
- GT-2. DELIVERY LOCATION
- GT-3. DATE OF DELIVERY
- GT-4. DAMAGES
- GT-5. WARRANTY/GUARANTEE
- GT-6. PURCHASE OF ADDITIONAL QUANTITIES OF BID ITEMS
- GT-7. BREACH OF CONTRACT AND TERMINATION
- GT-8. ASSIGNMENT PROHIBITED
- GT-9. OPTION TO EXTEND

GT-1. **Quality and Samples**

All equipment, material and supplies bid upon must conform to the description and specifications stated in the bid document, or their reasonable equivalent. References to type, style, trade name, and catalog are intended to be descriptive only and not restrictive. If Bidder proposes to furnish the items specified in the bid document, Bidder shall fill in the unit price and the total price in the appropriate spaces on the bid form included herewith. When invoicing the vendor shall provide a detailed price quote and invoice indicating the list price and percentage of discount as specified in this agreement. The vendor shall provide a copy of the list price obtained from the manufacturer's price book, price disc or online website.

GT-2. **Delivery Location**

Deliveries shall be made in accordance with the specifications, and shall be made to the Town of Yorktown Highway Department Mondays through Fridays from 7:30 a.m. to 2:30 p.m. 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 US Postal Service, UPS, or FedEx or other means, there shall be no additional shipping charge to the Town. Notwithstanding the foregoing, if a part is ordered on an emergency basis, Vendor may bill the reasonable and customary cost of overnight shipping by USPS, FedEx or UPS to the Town.

GT-3. **Date of Delivery**

Deliveries shall be made in the timeframes set forth in the Specifications.

GT-4. **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 remedies available to the Town in this Article shall be in addition to available remedies provided in the Article entitled Breach of Contract, below.

GT-5. **Warranty/Guarantee**

By submitting its bid, Bidder is deemed to warrant and guarantee as follows:

Except as noted in the Summary of Bid and the Specifications, all goods furnished in this bid proposal are guaranteed against defects in workmanship and/or material for a period of one (1) year from the date of delivery to Town. Except as noted in the Summary of Bid and the Specifications, any goods furnished must be standard, new, latest model of the regular stock product, as required by the specifications, with parts regularly used for the type of equipment offered. No attachment or part will be substituted or applied contrary to manufacturer's recommended and standard practice. All regularly manufactured stock electrical items must bear the label of the Underwriters Laboratories, Inc. It is the responsibility of Bidder to advise Town in the bid proposal if electrical equipment to be furnished hereunder does not have a U.L. label. Any equipment provided under the bid proposal which is or becomes defective during the guarantee period shall be replaced or redone by Bidder, free of charge. All replacements shall carry the same guarantee as the original equipment. Bidder shall make any such replacement promptly upon receiving written notice from Town.

GT-6. **Purchase of Additional Quantities of Bid Items**

Unless Town requests Bidder to supply used goods or materials, Town may purchase additional quantities of the bid items from Bidder at any time during the contract period, for the same price and under the same terms and conditions as set forth herein.

GT-7. **Breach of Contract/Termination**

If Bidder fails to deliver as ordered, or within the time specified, or within reasonable time as interpreted by Town, or fails to make replacement of rejected or defective goods, whether so requested immediately or as directed by Town, that shall constitute a breach of the contract, and Town may purchase goods from other sources to take the place of the goods rejected found defective or not delivered. 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.

GT-8. 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.

GT-9. Option to Extend

Town shall have the unilateral option of extending this contract for five (5) additional periods of twelve (12) months, commencing on the anniversary of the initial award of the bid, upon the same terms and conditions as are contained in this contract at the time said options is exercised.

Said option shall be exercised by written notification from Town not less than thirty (30) calendar prior to the expiration of the contract.

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.

Town reserves the right to terminate this current contract or any subsequent extension upon ten (10) days notice to the Bidder in writing.

Specifications

1. Equivalent or aftermarket parts will not be accepted. All items must be Original Equipment Manufacturer (OEM) parts where specified. Original Equipment Manufacturer (OEM) refers to a part that is manufactured by a company under design from the vehicle manufacturer. This part is then made available for sale by the OEM manufacturer. Often the part is under the vehicle manufacturer's name, but sometimes it is sold under the OEM's manufacturer's name.
2. Contractor must provide list price verification.
3. DELIVERY REQUIREMENTS:

STOCK ITEMS – three (3) days

NON-STOCK ITEMS – twenty (20) days

EMERGENCY ITEMS – next business day (overnight delivery may be billed to the Town – usual and customary pricing for overnight delivery by FedEx, UPS, or U.S. Postal Service)

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 201__ 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)