

## 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 October 2, 2014 at the Town Hall, 363 Underhill Avenue, Yorktown Heights, N.Y. 10598 for Automotive and Small Engine Parts and Equipment/Tools. 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: Automotive and Small Engine Parts and Equipment/Tools”**

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.

Alice E. Roker  
Town Clerk  
Town of Yorktown

## TOWN OF YORKTOWN

### **BID: Automotive and Small Engine Parts and Equipment/Tools**

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. **Option to Extend Term of Contract**
5. **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.

## PART ONE

### SUMMARY OF BID

The Town of Yorktown seeks bids from qualified parties to supply the following goods:  
**Automotive and Small Engine Parts and Equipment/Tools.**

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 THREE ADDITIONAL ONE YEAR PERIODS BY NOTICE TO CONTRACTOR NOT LESS THAN 60 DAYS PRIOR TO THE ANNIVERSARY OF THIS CONTRACT.

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: Automotive and Small Engine Parts and Equipment/Tools

Bidder's Name: \_\_\_\_\_

**BID PROPOSAL FORM**

**(Bidder must provide list price verification for each item upon order)**

<b><u>Item 1: Small Engine Parts (Counter Pick-up):</u></b>	<b><u>% of discount off list</u></b>
A. GENUINE STIHL PARTS	_____
B. GENUINE REDMAX PARTS	_____
C. GENUINE BRIGGS & STRATTON PARTS	_____
D. GENUINE KOHLER PARTS	_____
E. GENUINE HONDA PARTS	_____
F. GENUINE SNAPPER PARTS	_____
G. GENUINE HUSQVARNA SAW PARTS	_____
H. GENUINE KAWASAKI PARTS	_____
I. GENUINE TECUMSEH PARTS	_____

<b><u>Item 2: Equipment Parts (Counter Pick-up):</u></b>	<b><u>% of discount off list</u></b>
A. GENUINE SCAG PARTS	_____
B. GENUINE WALKER PARTS	_____
C. GENUINE TORO PARTS	_____
D. GENUINE SHINDAIWA PARTS	_____
E. GENUINE ECHO PARTS	_____

<b><u>Item 3: Genuine General Motors Parts (Delivered):</u></b>	<b><u>% of discount off list</u></b>
	_____

<b><u>Item 4: SPARK PLUGS (Counter Pick-up):</u></b>	<b><u>% of discount off list</u></b>
A. CHAMPION	_____
B. NGK	_____
C. NIPPEN DENSO	_____

**Item 5: .095 SQUARE WEED WACKER STRING (Counter Pick-up):**

	<u>Brand Name(s)</u>	<u>Price</u>
A. 3 LB. ROLL	_____	_____
B. 5 LB. ROLL	_____	_____

**Item 6: ICS SAW PARTS (Delivered OR Counter Pick-up)      % of discount off list**

\_\_\_\_\_

**Item 7: BRAND TOOLS (Counter Pick-up):**

**% of discount off list**

A. CHANNEL LOCK	_____
B. COILHOSE PNEUMATICS	_____
C. DEWALT	_____
D. DIABLO	_____
E. KLEIN TOOLS	_____
F. MAKITA	_____
G. MILWAUKEE	_____
H. PASLODE	_____
I. ROLAIR	_____
J. STANLEY	_____
K. WERNER	_____

Prices bid must cover all of bidder's costs. There shall be no additional charges to the Town for delivery, set-up, etc. 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 78 (available online and at the Town Clerk's Office).

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: \_\_\_\_\_

TITLE of authorized person: \_\_\_\_\_

BIDDER'S CORPORATE NAME: \_\_\_\_\_

**BIDDER CONTACT INFORMATION:**

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

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

**PART TWO**

**General Terms and Conditions of Bid**

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

I. **Quality and Samples**

- 1.1 All equipment, material and supplies bid upon must conform to the description and specifications stated in the bid document, or their reasonable equivalent.
- 1.2 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.
- 1.3 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.
- 1.4 The vendor shall provide a copy of the list price obtained from the manufacturer's price book, price disc or online website.

II **Interpretation and Approval**

- 2.1 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:

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.

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

III. **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.

IV. **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.

V. **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.

VI. **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.

VII. **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.

VIII. **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.

IX. **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. If Bidder is a new vendor with the Town of Yorktown then Bidder will be required to submit a fully completed W-9 form.

X. **Delivery Point/Counter Pick-Up**

Deliveries shall be made to various Yorktown Department locations on Monday through Friday 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 a third-party carrier (US Postal Service, UPS, FedEx), there shall be no additional shipping charge to the Town.

For Counter Pick-up items, bidder must be located within 10 miles of the Town line.

XI. **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.

XII. **Damages**

Bidder shall be fully responsible for shipping and delivery of bid items in an undamaged condition. 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.

XIII. **Warranty/Guarantee**

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

- 13.1 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.
- 13.2 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.
- 13.3 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.

XIV. **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.

XV. **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.

XVI. **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.

XVII. **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.

XVIII. **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.

**OPTION TO EXTEND THE TERM OF THE CONTRACT**

- A. Town shall have the unilateral option of extending this contract for three (3) additional year(s) (September , 2015 through September, 2018) on 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.

BIDDER'S NAME (use corporate name, not d/b/a, if bidder is a corporation):

\_\_\_\_\_

\_\_\_\_\_  
Signature of person authorized by bidder

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)