

**TOWN OF YORKTOWN
PROCUREMENT BID
INSTRUCTIONS TO BIDDERS**

NOTICE IS HERE GIVEN that sealed bids will be received by the Town Clerk, Town of Yorktown, Yorktown, NY until 10:00 A.M. on July 6, 2023 at Town Hall, 363 Underhill Avenue, Yorktown Heights, N.Y. 10598 for Street & Traffic Signs or Equivalent – for one-year August 1, 2023 through July 31, 2024. This contract will be awarded to a single bidder.

Copies of the Bid Documents will be available in the office of the Town of Yorktown Town Clerk located at 363 Underhill Avenue, Yorktown Heights, NY 10598. A completed Bid Proposal Form must be returned to the Town Clerk, 363 Underhill Avenue, Yorktown Heights, NY 10598, marked: “Bid: Street & Traffic Signs – 2023.”

The Bid Documents consists of the following documents:

1. **Instructions to Bidder**
2. **Part One** Bid Proposal Form
3. **Part Two** General Terms and Conditions of Bid
4. **Part Three** Specifications
5. **Part Four** Addenda, if any
6. **Non-Collusive Bidding Certificate**

Wherever in the Bid Documents any section or paragraph is stamped "VOID", only the section(s) or paragraph(s) so stamped are void. All other sections(s) and paragraph(s) remain in full force and effect.

A submitted bid will consist of:

1. one original completed **Bid Proposal Form**, signed on behalf of Bidder with information for all blanks supplied, and a detailed listing of any exceptions taken by Bidder;
2. Executed Option to Extend the Term of the Contract; and
3. a signed and notarized Non-Collusive Bidding Certificate.

DIANA L. QUAST, TOWN CLERK
MASTER MUNICIPAL CLERK
TOWN OF YORKTOWN

**TOWN OF YORKTOWN
SERVICES AND PUBLIC WORKS CONTRACTS BID**

PART ONE

BID PROPOSAL FORM

The Town of Yorktown seeks bids from qualified parties:

Street & Traffic Signs or Equivalent
for one-year August 1, 2023 through July 31, 2024
with a one-year option (2024/2025)

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

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

Please refer to Part Three – Specifications

AS PER FEDERAL MUTCD STANDARDS	HI INT PRISMATIC MUTCD PRICE	HI INT PRISMATIC MUTCD PICK-UP PRICE	DIAMOND GRADE FLUORESCENT YELLOW/GREEN
TRAFFIC SIGNS			
6X18			
12X18			
12X36			
18X18			
18X24			
18X30			
18X6			
8X24			
12X24			
24X24			

AS PER FEDERAL MUTCD STANDARDS	HI INT PRISMATIC MUTCD PRICE	HI INT PRISMATIC MUTCD PICK-UP PRICE	DIAMOND GRADE FLUORESCENT YELLOW/GREEN
24X30			
24X36			
24X48			
30X30			
30X36			
36X36			
30" STOP			
30" PED XING			
STREET SIGNS			
9X24 EXT			
9X30 EXT			
9X36 EXT			
9X42 EXT			
9X48 EXT			
POSTS & CAPS			
457X BRACKETS			
2" POST CAP W/12" EXTRUDED SIGN BRACKET			
90 CROSS PIECE W/12 EXTRUDED SIGN BRACKET			
GREEN CHANNEL POST 10' X 2"			
GREEN CHANNEL POST 8' X 2"			

AS PER FEDERAL MUTCD STANDARDS	HI INT PRISMATIC MUTCD PRICE	HI INT PRISMATIC MUTCD PICK-UP PRICE	DIAMOND GRADE FLUORESCENT YELLOW/GREEN
GREEN CHANNEL POST 3.5' X 2"			
ROUND GALVANIZED SIGN POST 10' X 2 3/8"			
DELINEATOR POST COLOR: GREEN WL: 1.12 L.FT			
REFACING SIGNS			
12X36			
18X24			
24X30			
30X30			
30" STOP			

This contract will be awarded to a single bidder. The lowest bidder for award purposes will be selected on the basis of the sum of the column labeled "HI INT PRISMATIC MUTCD PRICE".

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

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

Street & Traffic Signs or Equivalent
for one- year August 1, 2023 through July 31, 2024

Name of person authorized to submit bid for bidder:

Signed: _____

[Signature of authorized person, if not a corporate officer attach corporate resolution authorizing submission of bid.]

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

**TOWN OF YORKTOWN
PROCUREMENT BID**

PART TWO

General Terms and Conditions of Bid

Section Numbers

Heading

Section 1.	Bid Proposal Form
Section 2.	Quality and Samples
Section 3.	Request for information and/or clarification of the Bid Documents
Section 4.	Non-Collusion
Section 5.	Late Bids

Section 6.	Bid Opening
Section 7.	Acceptance and Rejection
Section 8.	Appeal of Determination of Non-Responsiveness and Non-Responsibility
Section 9.	Award
Section 10.	Notice of Award
Section 11.	Delivery Point
Section 12.	Date of Delivery
Section 13.	Damages
Section 14.	Warranty/Guarantee
Section 15.	Purchase of Additional Quantities of Bid Items
Section 16.	Breach of Contract/termination
Section 17.	Assignment Prohibited\
Section 18.	Special Requirements

Section 1. **Bid Proposal Form**

- 1.1** Bidder shall complete the Bid Proposal Form by filling in the unit price and the total price in the appropriate designated spaces. Unit price and total price of each item bid shall be written legibly in ink, or typed. All bids shall be signed in ink. Any erasures or alterations shall be initialed in ink by the signer. The completed Bid Proposal Form shall be submitted, along with any documentation in support of the bid proposal if required by the Bid Documents, in a sealed envelope addressed as required in the Invitation to Bidders on or before the time and at the place so designated. Any Bid Proposal Form, which has been materially altered in any way, may render the bid nonresponsive and the bid rejected.
- 1.2** In the event of a discrepancy between the unit price and the total price of the Bid Proposal Form, the unit price will prevail. All prices must be quoted “per unit” quantity specified. 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.
- 1.3** Failure to comply with the provisions of this section may be grounds for rejection of the

bid proposal.

1.4 Correction or withdrawal of a bid because of an inadvertent, non-judgmental mistake in the Bid Proposal Form requires careful consideration to protect the integrity of the competitive bidding process, and to ensure fairness. If the mistake is attributable to an error in judgment, the Bid Proposal Form may not be corrected. Bid correction or withdrawal by reason of the non-judgmental mistake is permissible at the sole discretion of the Town Clerk, but only to the extent that it is not contrary to the interests of the Town or the fair treatment of other bidders.

1.5 By signing the Bid Proposal Form, the bidder certifies that:

- i.** the person whose signature appears below is legally empowered to bind the bidder;
- ii.** the bidder has read the complete Bid Documents and understands and agrees to all terms and conditions set forth in the Bid Documents;
- iii.** if accepted by the Town, the bid is guaranteed as written and will be implemented as stated;
- iv.** By submission of the 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 New York State Finance Law.¹

Section 2. **Quality and Samples**

- 2.1 All equipment, material and supplies bid upon must conform to the description and specifications set forth in the in the Bid Documents, or their reasonable equivalent.
- 2.2 References in the Bid Documents to type, style, brand or trade name, and catalog are intended to be descriptive only and not restrictive.

Section 3. **Request for information or interpretation and/or clarification of the Bid Documents**

- 3.1 Bidders shall have seven (7) business days prior to the bid opening date to notify the Town Clerk in writing of any errors or defects in the Bid Documents which would prevent bidder from providing a responsive bid.
- 3.2 No interpretation of the Bid Documents will be made to any bidder orally by any representative of the Town.
- 3.3 Any request for information or interpretation and/or clarification of the Bid Documents

¹ List found at <http://ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

must be addressed in writing to Diana Quast, Yorktown Town Clerk, 363 Underhill Avenue, Yorktown Height, NY 10598, and be submitted not later than five (5) business days prior to the date fixed for the opening of bids.

- 3.4 Any written response to a request for information or interpretation and/or clarification of the Bid Documents shall be issued by Town Clerk and will be incorporated into and made part of the Bid Documents. The Town Clerk's decision shall be final and binding on all parties. Such Addenda will be mailed to all prospective bidders. The failure of any bidder to receive such Addenda will not relieve the bidder of any obligation to comply with the terms and conditions of the Addenda.
- 3.5 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.

Section 4. **Non-Collusion**

- 4 .1 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 the Bid Documents. Failure by bidder to complete and sign the non-collusive bidding certificate will constitute grounds for rejection of the bid.

Section 5. **Late Bids**

- 5.1 All bids received after the deadline date and time stated in the Instructions to Bidders will not be considered and will be returned to the bidder unopened. The bidder assumes the risk of any delay in the mail and the handling of the mail by the employees of the Town. Whether sent by mail or by means of personal delivery, the bidder assumes all responsibility for having the bid delivered on time and to the place specified above.

Section 6. **Bid Opening**

- 6.1 Sealed bids will be publicly opened on the date and time specified in the Instructions to Bidders. Bids may be read aloud to those persons present when practicable. Any bidder may request to review any submitted Bid Proposal Forms by arranging a mutually convenient time with the Town Clerk.
- 6.2 The prices stated in the Bid Proposal Form are irrevocable until the Notice of Award is issued, unless the bid is withdrawn only after the expiration of sixty (60) days from the bid opening and only in writing received by the Town Clerk and in advance of the issuance of the Notice of Award.

Section 7. **Acceptance or Rejection**

- 7.1 A responsive bid is one that complies with all material terms and conditions of the Bid Documents.
- 7.2 If the lowest price bid or proposal is found non-responsive, a determination setting in detail and with specificity the reasons for such finding shall be issued by the Town Clerk. A copy of such determination shall be mailed to the non-responsive bidder no later than two (2) business days after the determination is made.
- 7.3 The Town reserves the sole right to waive any informality that is a matter of form rather than substance without prejudice to other bidders and what is in the best interests of the Town. The Town's decision shall be final and binding.
- 7.4 A responsible bidder is one who has the capability in all respects to perform fully the contract requirements and the business integrity to justify the award of public tax dollars.
- 7.5 Bidder must be fully qualified to deliver the goods specified in the Bid Documents. The Town reserves the right to request references from other parties for which bidder has provided similar goods.
- 7.6 The Town will consider the qualifications of all bidders. The Town may conduct such investigation as it deems necessary to assist in the evaluation of any bid and establish the responsibility, qualification and financial ability of the bidders to comply with the Bid Documents.
- 7.7 The Town reserves the right to reject the bid of any bidder which does not pass any such evaluation to the Town's satisfaction.
- 7.8 In evaluating a bidder's responsibility the Town may consider the following factors:
 - i. financial resources;
 - ii. technical qualifications;
 - iii. experience;

- iv. organization, material, equipment, facilities, and personnel resources and expertise (or the ability to obtain them) necessary to carry out the work and to comply with required delivery or performance schedules, taking into consideration other business commitments;
- v. a satisfactory record of performance;
- vi. a satisfactory record of business integrity;
- vii. where the contract includes provisions for reimbursement of contractor costs, the existence of accounting and auditing procedures adequate to control property funds, or other assets, accurately delineate costs, and attribute them to their causes; and
- viii. compliance with requirements for the utilization of small, minority-owned, and women-owned businesses as subcontractors.

7.9 Failure of a bidder to provide relevant information specifically requested by the Town may be grounds for a determination of non-responsive and/or non-responsible.

Section 8. **Appeal of Determination of Non-Responsiveness or Non-Responsible**

- 8.1 Any determination that a bid is non-responsive or a bidder is non-responsible may be appealed as set forth herein.
- 8.2 **Time Limit:** A bidder shall have five (5) business days from receipt of the determination of non-responsiveness or non-responsible to file an appeal with the Town Clerk. Receipt of notice by the bidder shall be deemed to be no later than five (5) business days from the date of mailing or upon delivery, if delivered. Filing of the appeal shall be accomplished by actual delivery of the appeal document to the Town Clerk. The bidder shall also send a copy of its appeal, for informational purposes, to the Town Attorney.
- 8.3 **Form and Content:** The appeal shall be in writing and shall briefly state all the facts or other basis upon which the bidder contests the finding of non-responsiveness or non-responsible. Supporting documentation, if any, shall be included.
- 8.4 **Stay of Award of Contract Pending.** Award of the contract shall be stayed pending the determination of the Town Clerk unless the Town Clerk makes a determination that proceeding with the award without delay is necessary to protect substantial Town's interests. Where such a determination is made, the bidder shall be advised of this action in the determination of non-responsiveness or, if the stay is removed at any time after the bidder has been notified of determination of non-responsiveness or non-responsible, notification shall be provided to the bidder no later than two (2) business days after such determination is made. The Town Clerk shall consider the appeal, and may, in his or her sole discretion, meet with the bidder to discuss the merits of the appeal. The Town Clerk

shall make a prompt determination with respect to the merits of the appeal, a copy of which shall be sent to the bidder. The Town Clerk's determination shall be final.

Section 9. **Award**

- 9.1 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.
- 9.2 Awards will be made to the responsible and responsive bidder submitting the lowest bid that fully complies with all the specifications stated in the bid document.
- 9.3 The Town may issue a Notice of Award 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 entitled *Procurement for Goods and Services*.
- 9.4 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.

Section 10. **Notice of Award**

- 10.1 If the bid is awarded by Town, a written Notice of Award will be issued by the Town Clerk to the successful bidder. Such Notice of Award will constitute a binding enforceable contract between the successful bidder and the Town of Yorktown.
- 10.2 Upon receipt of the Notice of Award the successful bidder will be required to submit to the Town Clerk a completed W-9 form in addition to any other information or documents required by the Town. Failure to supply a completed W-9 form or such other information or documents required by the Town will invalidate the bid.

Section 11. **Delivery Point**

- 11.1 Deliveries shall be made in accordance with the specifications, and shall be made Monday through Friday from 8 a.m. to 2 p.m. unless otherwise stated in the Specifications, at the location set forth in the Specifications. F.O.B., 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.
- 11.2 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.

11.3 Delivery will not be complete until the good are inspected and accepted by the Town.

Section 12. **Date of Delivery**

12.1 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.

Section 13. **Damages**

13.1 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 at no cost to the Town.

Section 14. **Warranty/Guarantee**

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

14.2 All goods furnished in by the bidder are guaranteed against defects in workmanship and/or material for a period of one (1) year from the date of delivery to Town.

14.3 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.

14.4 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 Form 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.

Section 15. **Purchase of Additional Quantities of Bid Items**

15.1 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 in the Bid Proposal Form.

Section 16. **Breach of Contract/Termination**

- 16.1 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.

Section 17. **Assignment Prohibited**

- 17.1 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.

Section 18. **Special Requirements**

- 18.1 Special requirements for any bid 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.

PART THREE
SPECIFICATIONS

Street & Traffic Signs or Equivalent
for one -year August 1, 2023 through July 31, 2024

In addition to the specifications set forth on the Bid Proposal Sheet, the following specifications apply.

MATERIALS:

1. All signs shall be fabricated using .080-gauge 3105 recycled aluminum or 5052 new aluminum blanks.
2. All blanks shall have standard mounting holes and radius corners as per Federal Manual of Uniform Traffic Control Devices (“MUTCD”), and shall be free of rough edges or burrs.
3. All street signs shall be fabricated using extruded aluminum for extra strength.
4. All signs are to be manufactured using electronic cutting film on white sheeting.
5. All parking signs shall be manufactured using 3290 engineer-grade sheeting.
6. All signs shall be manufactured using Hi Intensity Sheeting, ASTM Type X D495607 as manufactured by 3M Company or approved equal.
7. All pedestrian crossing and school crossing signs shall be fabricated using 3M Fluorescent-Yellow Green Sheeting 4000 Series or approved equal.
8. If bidding an alternate/equal, please submit proof of equivalency in writing with your bid submission. Bids without proof of equivalency will be excluded. It shall be up to the Superintendent of Highway to determine equivalency.
9. All orders delivered not complying with these specifications will be refused and return costs will be the responsibility of the shipper.

DELIVERY:

Pricing shall include all delivery charges, if applicable.

The Town requires a lead time of four (4) business days for delivery or pick-up of signs. Signs must arrive at the Highway Department five (5) business days after order is faxed or called in. Pick-up option will be at the discretion of the Town of Yorktown Highway Superintendent.

NON-COLLUSIVE BIDDING CERTIFICATION

This Non-Collusive Bidding Certificate is 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:

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;

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

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 _____)
Town of _____)ss.:

On the ____ day of _____ in the year 2017 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)