

# TOWN OF YORKTOWN

## Bid proposal for Three or More New and/or Low Mileage Vehicles

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. **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 that 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 and proof of the Vendor's tax identification number.

## **PART ONE**

### **SUMMARY OF BID AND BID PROPOSAL FORM**

The Town of Yorktown seeks bids from qualified parties to supply the following goods: Three or More New and/or Low Mileage Vehicles, 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.

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

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

## BID PROPOSAL FORM

The *Town of Yorktown*, anticipates purchasing three (3) or more New and/or Low Mileage Four Door Compact SUVs to be used as Official Town of Yorktown Town Vehicles.

*The number of units listed is approximate and may increase or decrease. The exact sum of the award will be the total of the orders placed during the contract period. All bidders hereby waive claims for damages by reason of any changes in the estimated quantities.*

ITEM # 1.... Vehicle Make: \_\_\_\_\_ Model: \_\_\_\_\_ Mileage: \_\_\_\_\_

\$ \_\_\_\_\_ /vehicle

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(DOLLAR AMOUNT OF BID IN WORDS)

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ITEM # 2.... Vehicle Make: \_\_\_\_\_ Model: \_\_\_\_\_ Mileage: \_\_\_\_\_

\$ \_\_\_\_\_ /vehicle

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(DOLLAR AMOUNT OF BID IN WORDS)

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ITEM # 3.... Vehicle Make: \_\_\_\_\_ Model: \_\_\_\_\_ Mileage: \_\_\_\_\_

\$ \_\_\_\_\_ /vehicle

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(DOLLAR AMOUNT OF BID IN WORDS)

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**ADDITIONAL VEHICLE:**

Vehicle Make: \_\_\_\_\_ Model: \_\_\_\_\_ Mileage: \_\_\_\_\_

\$ \_\_\_\_\_/vehicle

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**(DOLLAR AMOUNT OF BID IN WORDS)**

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**ADDITIONAL VEHICLE:**

Vehicle Make: \_\_\_\_\_ Model: \_\_\_\_\_ Mileage: \_\_\_\_\_

\$ \_\_\_\_\_/vehicle

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**(DOLLAR AMOUNT OF BID IN WORDS)**

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**ADDITIONAL VEHICLE:**

Vehicle Make: \_\_\_\_\_ Model: \_\_\_\_\_ Mileage: \_\_\_\_\_

\$ \_\_\_\_\_/vehicle

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**(DOLLAR AMOUNT OF BID IN WORDS)**

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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; and (5) mistakes in writing of the submitted bid will be the bidder's responsibility.

Signed: \_\_\_\_\_  
[Signature of authorized person]

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

TITLE: \_\_\_\_\_

- END OF BID PROPOSAL FORM -

## **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/TIME OF PERFORMANCE
XII.	DAMAGES
XIII.	GUARANTEE OF EQUIPMENT AND SERVICES
XIV.	PURCHASE OF ADDITIONAL QUANTITIES OF BID ITEMS
XV.	COVER CLAUSE
XVI.	ASSIGNMENT PROHIBITED
XVII.	REPRESENTATIONS AS TO REVISIONS OF SOLICITATIONS
XVIII.	COPYRIGHT
XIX.	SPECIAL REQUIREMENTS
XX.	TERMINATION

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, including Part Three Specifications, or their reasonable equivalent. References to type, style, trade name, and catalog are intended to be descriptive only and not restrictive.
- 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.

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:

Diana L. 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.

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

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**

If bid is for purchase of goods, 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.

If bid is for purchase of services and performance of work, price for work shall be set forth in ink or typed, in increments as indicated on the bid proposal form (for example, hourly rate).

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.

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, Vendor will be notified in writing by the Town Clerk Bidder will be

required to submit a fully completed W-9 form and proof of the Vendor's Tax identification number to the Town.

X. **Delivery Point**

With respect to the purchase of bid items, deliveries shall be made in accordance with the specifications, and shall be made Monday through Friday from 8 a.m. to 4 p.m. unless otherwise stated in the Specifications, at the location set forth in the Specifications, **YORKTOWN CENTRAL GARAGE, 2281 CROMPOND ROAD YORKTOWN HEIGHTS NEW YORK 10598**. 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 or furnishing services. 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.

XI. **Date of Delivery/Time of Performance**

Delivery of all bid items and performance of all services 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 or furnishings services will be part of the consideration is awarding the bid.

XII. **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. With respect to bid items 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. With respect to performance of work, Vendor shall correct any deficiencies immediately. Town shall notify Bidder of damaged material or defective or unsatisfactory work in writing within ten (10) business days from the date of delivery or date of performance of work.

XIII. **Guarantee of Equipment and Services**

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

13.1 All services rendered and work performed under this bid proposal shall be rendered and performed in a workmanlike manner in accordance with the general standards of the trade. Except as noted in the Summary of Bid and the Specifications, all equipment furnished and work performed 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, or one (1) year from the date of acceptance of work by Town, whichever date is later.

- 13.2 All services rendered and work performed under this bid proposal shall be rendered and performed in a workman-like manner in accordance with the general standards of the trade.
- 13.3 Except as noted in the Summary of Bid and the Specifications, any equipment furnished is standard, new, latest model of the regular stock product, as required by the specifications, with parts regularly used for the type of equipment offered.
- 13.4 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 if electrical equipment to be furnished hereunder does not have a U.L. label. Any equipment provided or services rendered 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 or service. Bidder shall make any such replacement promptly upon receiving written notice from Town.

**XIV. Purchase of Additional Quantities of Bid Items**

If bid is for goods or materials only: 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. Cover Clause**

If Bidder fails to deliver or perform as ordered, or within the time specified, or within reasonable time as interpreted by Town, or fails to make replacement of rejected or defective articles or services, whether so requested immediately or as directed by Town, Town may purchase goods or services from other sources to take the place of the goods or services 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.

**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, offerors 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.

**XIII. Copyright**

Bidder shall irrevocably transfer, assign, set over, and convey to Town all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this contract. Bidder further agrees to execute such documents as Town may request to affect such transfer or assignment. Further, Bidder agrees that the rights granted to Town by this paragraph are irrevocable. Bidder's remedy in the event of termination of or dispute over any agreement entered into as a result of this solicitation shall not include any right to rescind, terminate, or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this Article. Similarly, no termination of any agreement entered into as a result of this solicitation shall have the effect of rescinding, terminating, or otherwise invalidating the rights acquired pursuant to the provisions of this Article.

**XIX. 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.

**XX. Termination**

If Bidder does not comply with the Specifications stated herein, Town reserves the right to terminate the Contract upon failure to comply with the Contract within ten (10) days of notice provided to Bidder.

**PART THREE**

**SPECIFICATIONS**

**ITEM # 1**

The *Town of Yorktown*, anticipates purchasing a total of **three (3) or more New and/or Low Mileage** four-door compact SUVs to be used as Official Town Vehicles

*The number of units listed is approximate and may increase or decrease. The exact sum of the award will be the total of the orders placed during the contract period. All bidders hereby waive claims for damages by reason of any changes in the estimated quantities.*

**ITEM # 1**

New and/or low mileage 4-door compact SUVs, any exterior color and any interior color, to include, but not limited to, all the equipment outlined below:

1. All standard equipment
2. Four Wheel/All-Wheel Drive
3. Power Door locks
4. Power windows
5. Rear defrost
6. Air Conditioning
7. Front and rear ties to be all-season
8. Driver airbag, passenger air bag, front head air bag, rear head air bag, front side air bag and rear side air bag.
9. 4-Wheel ABS

NAME OF DEALER: \_\_\_\_\_

DEALER ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE # \_\_\_\_\_

## ITEM # 2

The *Town of Yorktown*, anticipates purchasing a total of **three (3) or more New and/or Low Mileage** four-door compact SUVs to be used as Official Town Vehicles.

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### ITEM # 2

New and/or low mileage 4-door compact SUVs, any exterior color and any interior color, to include, but not limited to, all the equipment outlined below:

1. All standard equipment
2. Four Wheel/All-Wheel Drive
3. Power Door locks
4. Power windows
5. Rear defrost
6. Air Conditioning
7. Front and rear ties to be all-season
8. Driver airbag, passenger air bag, front head air bag, rear head air bag, front side air bag and rear side air bag.
9. 4-Wheel ABS

NAME OF DEALER: \_\_\_\_\_

DEALER ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE # \_\_\_\_\_

### ITEM # 3

The *Town of Yorktown*, anticipates purchasing a total of **three (3) or more New and/or Low Mileage** four-door compact SUVs to be used as Official Town Vehicles.

*The number of units listed is approximate and may increase or decrease. The exact sum of the award will be the total of the orders placed during the contract period. All bidders hereby waive claims for damages by reason of any changes in the estimated quantities.*

#### ITEM # 3

New and/or low mileage 4-door compact SUVs, any exterior color and any interior color, to include, but not limited to, all the equipment outlined below:

1. All standard equipment
2. Four Wheel/All-Wheel Drive
3. Power Door locks
4. Power windows
5. Rear defrost
6. Air Conditioning
7. Front and rear ties to be all-season
8. Driver airbag, passenger air bag, front head air bag, rear head air bag, front side air bag and rear side air bag.
9. 4-Wheel ABS

NAME OF DEALER: \_\_\_\_\_

DEALER ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE # \_\_\_\_\_

