

NOTICE TO BIDDERS

NOTICE IS HERE GIVEN that sealed proposals will be received by the Town Clerk, Town of Yorktown, Westchester County, NY until 11:00 A.M. on September 22, 2014 at the Town Hall, 363 Underhill Avenue, Yorktown Heights, N.Y. 10598 for Welding Consumables & Parts Bid-Highway Dept. Bid. 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: Welding Supplies & Parts Bid.**" The Superintendent of Highways 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.

Dave Paganelli
Supt. of Highways
Town of Yorktown

TOWN OF YORKTOWN

REQUEST FOR BIDS: WELDING SUPPLIES & PARTS

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. **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.

PART ONE

SUMMARY OF BID

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

WELDING SUPPLIES & PARTS.

Bidders should, before submitting a bid, carefully examine and understand the contents of each Part of this bid package including the Summary of Bid, 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 Bid Proposal Form. The town reserves the right to request references from other parties for which Bidder has provided similar goods.

Town of Yorktown

WELDING SUPPLIES AND EQUIPMENT PARTS
BID

Bidder's Name: _____

BID PROPOSAL FORM

THE BID WILL BE AWARDED TO THE BIDDER WITH THE HIGHEST PERCENTAGE

BID:

A PRICE BOOK OR CD FROM WHICH THE VENDOR WILL PROVIDE A DISCOUNT OF _____ PERCENT FROM THE LIST PRICE FOR THE FOLLOWING WELDING SUPPLIES AND EQUIPMENT PARTS ITEMS:

1. ACE FUME EXTRACTOR REPLACEMENT PARTS AND FILTERS
2. AD FLO – AIR PURIFIER REPLACEMENT PARTS AND FILTERS
3. BERNARD MID GUNS PARTS
4. HOUGEN ANNULAR CUTTER BITS
5. MILLER WELDING EQUIPMENT PARTS
6. MOLDEX RESPIRATORS AND REPLACEMENT FILTERS
7. SMITH OXY/ACETYLENE REGULATORS
8. TORCHES – TORCH PARTS, HOSES, TIPS
9. THERMAL DYNAMICS AIR PLASMA CUTTER PARTS
10. SPEED GLASS – REPLACEMENT PARTS
11. TWEECO PARTS
12. WELDING ROD
13. WELDING WIRE

DELIVERY MUST BE RECEIVED WITHIN THREE (3) BUSINESS DAYS FROM DATE OF ORDER, IF ORDER IS PLACED BEFORE NOON.

Provide:

PRICE BOOK/CD NAME _____

PRICE BOOK/CD NUMBER _____

PRICE BOOK/CD DATE _____

In the event of a tie, the winning bidder will be selected by the order in which the tied bids were received by Town Clerk, and if there is still a tie, by random drawing of the tied bids.

Winning Bidder must use the Price Book or Price CD listed above for one year from the date of bid award, and list prices from which discount percentage is calculated must remain fixed for one year from the date of bid award.

Prices bid must cover all of bidder's costs. There shall be no additional charges to the Town for 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 NAME (Corporate Name)

: _____

Signed: _____
[Signature of authorized person]

NAME of authorized person: _____

TITLE of authorized person: _____

BIDDER CONTACT INFORMATION:

Address: _____ State: _____ Zip: _____

Phone: _____

Fax: _____

Email: _____@_____

– END OF BID PROPOSAL FORM –

PART TWO

General Terms and Conditions of Bid

Part Two Table of Contents

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I. **Quality and Samples**

- 1.1 All equipment, material and supplies bid upon must conform to the description and specifications stated in the bid documents, 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 documents, 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:

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.

- 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**

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.

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 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**

Deliveries shall be made in accordance with the specifications, and shall be made Monday through Friday from 7 a.m. to 2:45 p.m.. 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.

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.

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 documents. If Bidder cannot meet the delivery

date specified in the bid documents, 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. 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. These remedies available to the Town in this Article shall be in addition to available remedies provided in the Article entitled Breach of Contract, below.

XIII. **Guarantee of Equipment and Services**

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.

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 of getting the bid in on the time and place specified.

NOTE: Be sure to sign the enclosed STATEMENT OF NON-COLLUSION form and attach it to your bid, otherwise it cannot be considered. This is required by Law.

The Town Board reserves the right to reject any and all bids and to make the award, which in their opinion is in the best interest of the Town of Yorktown.

MAIL OR DELIVER YOUR BID TO: Alice Roker, Town Clerk
363 Underhill Avenue
Yorktown Heights, NY 10598

and NOTE ON ENVELOPE: **BID: Welding Supplies & Parts
Yorktown Highway Dept.**

BIDDER PLEASE FILL-IN:

Contact Person (please print)

Telephone Number

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 200__ 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)