

## TOWN OF YORKTOWN

### **BID: ASPHALT CONCRETE AND LIQUID BITUMINOUS MATERIALS**

The Bid Documents consist 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;
2. 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**

The Town of Yorktown seeks bids from qualified parties to supply the following goods: **ASPHALT CONCRETE AND LIQUID BITUMINOUS MATERIALS**, 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. The Contract is to begin on April 10, 2024, and terminate on April 9, 2027.

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  
 ASPHALT CONCRETE AND  
 LIQUID BITUMINOUS MATERIALS  
 BID**

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

**BID PROPOSAL FORM  
 See Part Three for Specifications**

<b>ASPHALT CONCRETE</b>		<b>PRICE PER TON FOB</b>
402-118902	TYPE 1 BASE	
402-118902	TYPE 1 BASE WARM MIX SPEC.	
403-128902	TYPE 3 BINDER	
403-128902	TYPE 3 BINDER WARM MIX SPEC.	
403-178302	TYPE 6F3 TOP	
403-178302	TYPE 6F3 TOP WARM MIX SPEC.	
403-198302	TYPE 7F3 TOP	
403-1588902	TYPE 5 SHIM	
714-06	CURB MIX	
402-128202	12.5 MM S/P TOP	
402-198901	19.0 MM S/P BINDER	

<b>LIQUID BITUMINOUS MATERIALS</b>	<b>MATERIAL DESCRIPTION</b>	<b>PRICE PER GAL</b>
702-03	PENETRATION ASPHALT	
702-4101	CATIIONIC CRS-S EMULSIFIED ASPHALT	

There shall be no additional cost to heat the materials.

**BIDDER'S NAME:** \_\_\_\_\_

**PLANT LOCATION** \_\_\_\_\_

N.Y. STATE DOT APPROVED FACILITY NUMBER \_\_\_\_\_

**The Contract is to begin on APRIL 10, 2024 and terminate on APRIL 9, 2027**

**THE TOWN RESERVES THE RIGHT TO ACCEPT ANY BID IN WHOLE OR PART OR REJECT ANY OR ALL BIDS THAT IT DEEMS TO BE IN THE BEST INTEREST OF THE TOWN.**

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

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 -

## **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.	DAMAGES
XI.	WARRANTY/GUARANTEE
XII.	PURCHASE OF ADDITIONAL QUANTITIES OF BID ITEMS
XIII.	BREACH OF CONTRACT AND TERMINATION
XIV.	ASSIGNMENT PROHIBITED
XV.	REPRESENTATIONS AS TO REVISIONS OF SOLICITATIONS
XVI.	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. 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 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**

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 (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.

X. The Town shall notify Bidder of damaged or defective goods in writing within ten (10) Business days from the date of pick-up. 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.

XI. **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 pick-up by the Town.

XII. **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.

XIII. **Breach of Contract/Termination**

If Bidder 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.

XIV. **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.

XV **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.

XVI. **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.

## PART THREE - SPECIFICATIONS

### 1. PRICE ADJUSTMENT:

- a. In view of the volatility of the price of oil on the global market, the asphalt cement price may fluctuate. To compensate for price fluctuations, the successful bidder (vendor) shall calculate an adjustment to the base bid price at the time of invoicing using the following formula:

#### FORMULA:

Adjustment equals: { (Posted price of asphalt per NYSDOT at time of delivery) MINUS (posted price of asphalt per NYSDOT in the month in which the bid is awarded) } TIMES (the percent of asphalt in the item purchased per NYS OGS).

- b. Invoices shall include Unit (e.g., tons), Quantity (number of tons), Base Bid Price of Item (price per ton as shown on bid proposal form), Adjustment, and Invoice Price including Adjustment.
  - c. Invoice shall include a separate page on which the calculation of the Adjustment is clearly shown.
  - d. The Adjustment will result in either an additional payment to the vendor or a credit to the Town depending on whether the Adjustment is positive or negative.
  - e. The base bid prices shall remain fixed throughout the term of the contract.
  - f. There shall be no additional cost to heat the materials.
2. All materials will meet the NYSDOT standard Specifications dated January 2, 2009 plus all addenda.
  3. The bidder represents and warrants that it has a plant for the storage and distribution of asphalt concrete and bituminous materials with heated storage within a radius of 25 miles of the Town of Yorktown Highway Department Garage and has maintained such plant at the location for a period of at least one year prior to date of contract. A plant is defined as a site where at least 20,000 gallons storage for each grade of material required is available with pumping and heating facilities. Trailer trucks and tank cars shall not be considered a plant.
  4. ALL BIDS SHOULD BE BASED ON THE MARCH 2024 New York STATE DEPARTMENT OF TRANSPORTATION ASPHALT INDEX.



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 20\_\_ 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)