TOWN OF YORKTOWN

BID: PRINTING of the Town of Yorktown Parks and Recreation Department Semi-Annual Program Brochures - 2027

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. **Option to Renew**
6. **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 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: **Printing of the Town of Yorktown Parks and Recreation Department Semi-Annual Program Brochures** , the specifications of which are more fully set forth in Part Three of this document. Bids will be received by Diana Quast, Town Clerk of the Town of Yorktown, Westchester County, at Town Hall, 363 Underhill Avenue, Yorktown Heights, New York, 10598, until Thursday, January 14th, 2027 at 11:00am for furnishing and delivering the Program Brochures for the Yorktown Department of Parks and Recreation.

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 has an option to extend the contract for an additional two years at its sole option.

Town of Yorktown Department of Parks & Recreation
Formatting, Printing and Delivery of Two (2) Semi-Annual Program Brochures - 2027
BID

Bidder's Company Name: _____

BID PROPOSAL FORM

ITEM	QTY.	VENDOR QUOTE	
28-PAGE BROCHURE (includes cover), 15,200 copies	2x per year*	JOB PRICE per Brochure**	$_____
		OPTION 1:	
		Cover Design & Layout	$ _____***
		OPTION 2: Price to add 4 pages (1 sheet) to brochure:	$_____***

*Quantity: one (1)spring/summer recreational programs brochure, and one (1) fall/winter recreational programs brochure. Vendor must charge the same price for both brochures. Both brochures have the same specifications, including number of pages and number of copies.

** Job price must include sorting and delivery to post offices as per specifications.

NOTE: Detailed printing specs for each of the items above are included in Part Three of this document.

****LOWEST BIDDER WILL BE SELECTED BASED ON THE JOB PRICE, not including the price for the Option.**

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: _____

Email Address: _____

- END OF BID PROPOSAL FORM –

PART TWO

General Terms and Conditions of Bid

Article Numbers	Heading
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
XXI.	PUBLICITY

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. Any and all reference 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.

1.3 There shall be no substitutions of materials.

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

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 **9:00 a.m. until 3:00 p.m. at Town of Yorktown Parks and Recreation Department headquarters, located at 1974 Commerce Street, Room 122/123, Yorktown Heights, New York**, 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 workmanlike manner in accordance with the general standards of the trade.

13.3 n/a

13.4 All replacements shall carry the same guarantee as the original item. 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.

XXI. **Publicity**

Successful bidder agrees not to refer to award of any resulting contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the Town.

PART THREE

Specifications

The prices in Vendor's proposal shall remain in effect for the entire year of 2027. It may be extended for an additional two years at the same price and with the same terms as provided herein at the sole discretion of the Town of Yorktown. The Town of Yorktown reserves the right to terminate this contract at anytime if dissatisfied with quality of vendor's product or customer service.

Brochure Specifications (for each brochure):

1. PAPER - 50 pound recycled, white offset opaque for BODY of brochure.

2. COVER - 80 pound glossy cover stock.

3. Printing- 4 color process on all text pages. 4 page cover will feature a full 4 color photographs.

4. Text- Seven (7) 11" x 17" sheets (1 cover sheet & 6 or 7 text sheets) folded and stapled to form an approx. 8 ½" x 11" book. If needed, call Yorktown Parks and Recreation Department at 914-245-4650 for a sample.

5. Quantity- 15,200 copies.

6. FORMATTING: Yorktown Parks and Recreation Department will supply text in Microsoft Word. Rough text copy to start 6 weeks before delivery. Rough text pages will not be formatted and emailed addendums may exist. Formatting, graphics, layout, etc. will be the responsibility of the vendor.

7. Vendor to supply Yorktown Parks and Recreation Department with up to three (3) successive proofs per brochure prior to the Department signing off on the final proof.

8. Yorktown Parks and Recreation Department is to receive a copy of the completed brochure in a .PDF format, so the brochure information can be put on the Town of Yorktown web site.

9. DELIVERY: Brochures are to be pre-sorted by carrier routes (information provided by US Postal Service and the Recreation Department) and delivered to the Parks and Recreation Department headquarters, and to work with Parks and Recreation staff to fill out USPS paperwork. After paperwork is filled out, Bidder will be required to deliver brochures the same day to the appropriate Post Offices (3 locations) for mailing. To get DDU rates no later than the following deadlines (postage to be paid by the Town of Yorktown):

a. Spring/Summer – no later than March 1st, 2027.
b. Fall/Winter - no later than August 2nd, 2027.

10. Vendors who have not previously been awarded a Yorktown Recreation Program Brochure contract are to submit an appropriate sample of their work similar to our specifications, along with their bid.

Should you have any further questions, please contact Town Clerk Diana Quast at (914) 962-5722 x208

OPTION TO EXTEND THE TERM OF THE CONTRACT

A. Town shall have the unilateral option of extending this contract for two (2) additional years (January 1, 2028 through December 31, 2029) 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 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)