

Department of Finance
(914) 654-2069
515 North Avenue
New Rochelle, NY 10801



Edward Ritter
Commissioner

City of New Rochelle
New York

Karin Conca
Purchasing

To: All Prospective Bidders
For
Supply and Deliver Traffic Sign Material

BID SPEC No. 5577
DATE DUE: April 5th, 2023
NOTE: Bids are due by 3:00 p.m.
Late bids will NOT be accepted!

Respond to: City of New Rochelle
Purchasing Office/Dept. of Finance
515 North Ave.
New Rochelle, N.Y. 10801

INSTRUCTION FOR RESPONDING TO THIS BID

1. Vendors interested in bidding on the referenced items should read the entire document. The vendor must complete all sections of this document including the **VENDOR DATA SECTION** and sign where indicated. Your signature identifies your acceptance of all terms and conditions herein.
2. All vendors must fill in the prices being requested in the places and formats indicated. All blank spaces in said bid shall be filled in and no changes shall be made in the phraseology, or in the items, terms and conditions contained therein.
3. Completed bids should be sent to the address identified at the top of this page.
4. Please indicated the bid specification number and due date on the outside of your submitted bid.
5. The City of New Rochelle is a sponsor of the Westchester Affirmative Action Equal Employment Agreement and encourages all minorities to submit bids. Firms qualified and certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) are strongly encouraged to submit bids.

Instructions, Terms and Conditions, Spec. # 5577

1. Submission of Bids - Each bid must be in a separate sealed envelope, clearly labeled with vendor name, bid number and due date and addressed to City of New Rochelle, Department of Finance-Purchasing Office, City Hall, New Rochelle, New York 10801. All bids must be properly signed and received by the time and date specified in order to be valid.

2. Award of Bids - Awards will be made, if at all, to the "lowest responsible bidder" meeting the specifications. The City reserves the right to reject any and all bids or portion thereof, or any bids that are vague, incomplete or indefinite.

3. Withdrawal of Bids - The submission of the bid proposal shall constitute an irrevocable offer which shall remain in full force and effect until the bid proposals received by the City are either accepted or rejected. Proposals may be withdrawn at any time prior to the bid opening.

4. Bid Deposits - Bid deposits, if required, will be returned to unsuccessful bidders after the bid has been awarded. A successful bidder's deposit will be returned after a written contract has been executed, or after a performance bond, if required, has been accepted by the City.

5. Bid Format - Bidders are advised to become familiar with all conditions, instructions and specifications governing this bid. Once the award has been made, failure to have read all the conditions, instructions and specifications shall not be cause to alter the original bid.

All bids must be priced per unit specified in the bid specifications or on the bid form submitted, and must be signed and dated. In the event of a discrepancy between the unit price and extension, the unit price will govern. No exceptions will be allowed with regard to errors made in the computation of a bid.

Purchases by the City of New Rochelle are not subject to any federal, state or local taxes. Do not include any of these taxes when bidding or invoicing. Exemption certificates will be furnished upon request.

6. Substitutions - Any deviation from specifications or indicated brand shall be clearly stated and fully explained by accompanying specification sheets with submitted bid. Samples shall be supplied by the vendor, at no charge to the City, upon request. The City reserves the right to accept equals approved by it. If exception to indicated brand is not noted, bidder is required to deliver brand specified.

7. Delivery of Product - All delivery are to be considered inside delivery to locations as specified by the authorized City agent. All items must be guaranteed against faulty material and workmanship and delivered as such. Deliveries of incorrect or faulty items will be rejected and returned at vendors' expense. Failure to deliver within the specified time maybe cause for cancellation of the order.

8. Shipping Terms - Shipping terms will be considered F.O.B. Destination and without charge for containers, packing, etc., unless specified on the bid and the cost thereof quoted.

9. Payment Terms - The City of New Rochelle shall pay invoices at net 30 days after receipt of invoice and of material; whichever is later, unless alternate terms are indicated on the bid.

10. ACH Payments – The City is moving toward ACH payments, awarded vendor will be supplied with our ACH authorization form should you wish to accept payments via this method.

11. Collusion Clause By submission of this bid, each bidder and each person signing on behalf of any bidder certified, and in the case of a joint bid, each party thereto as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

A. 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 any competitor; and

B. unless otherwise requires by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and

C. 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.

The bidder certifies that this bid is made without any connection with any other person making a bid for the same purpose, and is in all respects fair and without collusion or fraud, and that no elected official or other officer or

employee or person whose salary is payable in whole or in part from the city treasury is directly or indirectly interested therein, or in supplies materials and equipment to which it relates, or in any portion of the profits thereof.

11. The City of New Rochelle is a sponsor of the Westchester Affirmative Action Equal Employment Agreement and encourages all minorities to submit bids. Firms qualified and certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) are strongly encouraged to submit bids.

12. METHOD OF AWARD: The contract if awarded will be to the lowest responsive/responsible bidder(s) in part or in whole who meet(s) all the terms of the specifications. The City guarantees no minimum or maximum purchases or contracts as a result of award of this bid. The City of New Rochelle reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between the City of New Rochelle and the vendor. Additionally, the City reserves the right to purchase any goods or services included as a part of this bid from any means legally available to it at any time.

13. Iran Divestment Act – 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.

STATEMENT OF NO BID

RETURN THIS FORM ONLY IF YOU ARE SUBMITTING A "NO BID"

It is the intent of the City of New Rochelle to afford all suppliers an equal opportunity to bid on all commodities, operating supplies, equipment and/or services as listed in this specification.

In the event your firm declines to bid, kindly advise the City of New Rochelle Purchasing Department to that effect by completing and returning this document.

City of New Rochelle Purchasing Department,

We, the undersigned, have declined to bid on your Request for Quotation/Proposal

Specification No 5577., For Supply and Delivery of Traffic Sign Materials for the following reasons:

_____ *We do not offer this product/service*

_____ *We are unable to supply the product/service at this time*

_____ *We are unable to meet the specifications*

_____ *We are unable to meet the bond requirements*

_____ *Other:*

We understand that if the no bid letter is not executed and returned our name may be deleted from the list of qualified bidders for the City of New Rochelle.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE #: _____

EMAIL: _____

SPEC. #5577

The City of New Rochelle is requesting price quotes to supply and deliver **TRAFFIC SIGN MATERIALS, ACCESSORIES AND SUPPLIES** as specified herein. Award may be made on a low gross or low group basis as determined solely by the City. Blanket Purchase Order(s) will be issued to awarded vendor(s) upon award. Additionally, the City requires your discount percentage off of your price for other items that may not be listed.

1) Term of Contract

Shall be award for a term of two (2) years with an option to renew the agreement for an additional three (3) years in one (1) year intervals upon mutual consent.

2) Payment Terms

a) The City of New Rochelle shall pay invoices at net 30 days after receipt of invoice and of material; whichever is later, unless alternate terms are indicated on the bid.

The vendor shall be paid upon submission of an invoice that clearly indicates the manufacturer's name, part number, and price.

b) The City is moving towards ACH payments, awarded vendor will be supplied with our ACH Authorization form should you wish to accept payments via this method.

3) Delivery Requirements

NOTE: Any parts supplied deemed unacceptable by the City of New Rochelle Traffic Department shall be returned to the vendor at the vendor's expense.

The successful bidder shall be required to deliver parts to the location listed herein within ten (10) business days of telephone notice for stock items, and as soon as possible for non-stock items. **All orders shall be delivered at no additional charge to the quoted prices.**

Does your response comply with this requirement? YES _____ NO _____

4) Location

The current delivery location is: City of New Rochelle
Traffic Department
40 Pelham Road
New Rochelle, N.Y. 10801

5) Scope of Work

Contracted vendor is required to supply and deliver **TRAFFIC SIGN MATERIALS, ACCESSORIES AND SUPPLIES** within the requirements as listed herein. Award may be made on a low gross, low group, or individual basis as determined solely by the City.

The City of New Rochelle shall be held harmless by the successful bidder for any lost revenue, lost profit and overhead, or any other hardship due to amount of service required during the award period.

Traffic sign sheeting type should meet ASTM D4956-04 Prismatic Sheeting No. III (High Intensity Sheeting) Reflectivity levels for this sheeting type are below in Table 2A-3 of the 2009 Manual on Uniform Traffic Control Devices.

Table 2A-3. Minimum Maintained Retroreflectivity Levels¹

| Sign Color | Sheeting Type (ASTM D4956-04) | | | | Additional Criteria |
|---|-------------------------------|--|--------------------|---|---------------------|
| | Beaded Sheeting | | Prismatic Sheeting | | |
| | I | II | III | III, IV, VI, VII, VIII, IX, X | |
| White on Green | W*; G ≥ 7 | W*; G ≥ 15 | W*; G ≥ 25 | W ≥ 250; G ≥ 25 | Overhead |
| | W*; G ≥ 7 | W ≥ 120; G ≥ 15 | | | Post-mounted |
| Black on Yellow or Black on Orange | Y*; O* | Y ≥ 50; O ≥ 50 | | | 2 |
| | Y*; O* | Y ≥ 75; O ≥ 75 | | | 3 |
| White on Red | W ≥ 35; R ≥ 7 | | | | 4 |
| Black on White | W ≥ 50 | | | | — |
| ¹ The minimum maintained retroreflectivity levels shown in this table are in units of cd/lx/m ² measured at an observation angle of 0.2° and an entrance angle of -4.0°. | | | | | |
| ² For text and fine symbol signs measuring at least 48 inches and for all sizes of bold symbol signs | | | | | |
| ³ For text and fine symbol signs measuring less than 48 inches | | | | | |
| ⁴ Minimum sign contrast ratio ≥ 3:1 (white retroreflectivity ÷ red retroreflectivity) | | | | | |
| * This sheeting type shall not be used for this color for this application. | | | | | |
| Bold Symbol Signs | | | | | |
| <ul style="list-style-type: none"> • W1-1,2 – Turn and Curve • W1-3,4 – Reverse Turn and Curve • W1-5 – Winding Road • W1-6,7 – Large Arrow • W1-8 – Chevron • W1-10 – Intersection in Curve • W1-11 – Hairpin Curve • W1-15 – 270 Degree Loop • W2-1 – Cross Road • W2-2,3 – Side Road • W2-4,5 – T and Y Intersection • W2-6 – Circular Intersection • W2-7,8 – Double Side Roads | | <ul style="list-style-type: none"> • W3-1 – Stop Ahead • W3-2 – Yield Ahead • W3-3 – Signal Ahead • W4-1 – Merge • W4-2 – Lane Ends • W4-3 – Added Lane • W4-5 – Entering Roadway Merge • W4-6 – Entering Roadway Added Lane • W6-1,2 – Divided Highway Begins and Ends • W6-3 – Two-Way Traffic • W10-1,2,3,4,11,12 – Grade Crossing Advance Warning | | <ul style="list-style-type: none"> • W11-2 – Pedestrian Crossing • W11-3,4,16-22 – Large Animals • W11-5 – Farm Equipment • W11-6 – Snowmobile Crossing • W11-7 – Equestrian Crossing • W11-8 – Fire Station • W11-10 – Truck Crossing • W12-1 – Double Arrow • W16-5P,6P,7P – Pointing Arrow Plaques • W20-7 – Flagger • W21-1 – Worker | |
| Fine Symbol Signs (symbol signs not listed as bold symbol signs) | | | | | |
| Special Cases | | | | | |
| <ul style="list-style-type: none"> • W3-1 – Stop Ahead: Red retroreflectivity ≥ 7 • W3-2 – Yield Ahead: Red retroreflectivity ≥ 7; White retroreflectivity ≥ 35 • W3-3 – Signal Ahead: Red retroreflectivity ≥ 7; Green retroreflectivity ≥ 7 • W3-5 – Speed Reduction: White retroreflectivity ≥ 50 • For non-diamond shaped signs, such as W14-3 (No Passing Zone), W4-4P (Cross Traffic Does Not Stop), or W13-1P,2,3,6,7 (Speed Advisory Plaques), use the largest sign dimension to determine the proper minimum retroreflectivity level. | | | | | |

6) Bidder Qualification Requirements

All terms, conditions and requirements as set forth in this request for quotation must be satisfied as of the date of bid submission.

Bid responses will only be accepted from thoroughly competent, experienced and financially qualified suppliers according to the qualification requirements as listed herein and successful fulfillment of said requirements as determined by the City of New Rochelle.

Please complete the following qualification and requirement questions as provided for herein. Respondents are responsible for submission of accurate, adequate and clear descriptions of the information requested. Omissions, vagueness or inaccurate descriptions or responses shall not be interpreted in favor of the bidder and shall be grounds for bid rejection.

a) The bidder must demonstrate that they are an authorized dealer/distributor for the suppliers listed herein. This qualification may be satisfied by presenting such documentation.

Does your response comply with this requirement? YES _____ NO _____

b) The bidder must supply a list of at least three (3) government customers for which your firm provides similar supplies as references.

Does your response comply with this requirement? YES _____ NO _____

7) General Information

Please provide the following information:

a) Name and title of executive in charge _____

b) Name and title of supervisor _____

c) Years of experience in business _____

d) Contact person(s) and telephone number(s) that shall be contacted when placing orders.

8) Cost Summary

Please quote your pricing for the supplies on the attached list.

The quantities listed are the approximate annual requirements. The City does not guarantee the actual amount of supplies that will be required. The City of New Rochelle shall be held harmless by the successful bidder for any lost revenue, lost profit and overhead, or any other hardship due to amount of supplies required during the award period.

Award may be made on a low gross, OR group as may be in the best interest of the City as determined solely by the City.

9) New York Law and Venue

A contract resulting from this award shall be construed under the laws of the State of New York. All claims, actions, proceedings, and lawsuits brought in connection with, arising out of, related to, or seeking enforcement of this contract shall be brought in the Supreme Court of the State of New York, Westchester County.

All contractors which are not incorporated in the State of New York must produce a Certificate to Do Business in the State of New York from the New York Secretary of State prior to execution of a contract with the City of New Rochelle.

10) Purchases – Municipal and Not for Profit Organizations

The City of New Rochelle reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between the City of New Rochelle and the vendor. Additionally, the City reserves the right to purchase any goods or services included as part of this bid from any means legally available to it at any time.

11) Contract Increase

Awarded vendors may request a onetime price increase at the time of each contract renewal. Increases may not exceed CPI at the time of request. All increase requests must be in writing on official company letterhead. Final designations will be at the discretion of City Officials.

COST SUMMARY SECTION, page 1

Spec 5577, Traffic Sign Materials

Company Name _____

| | Item & Description | Qty | Unit | Price | | Extension | |
|----------|---|-----|------|-------|---------------|-----------|--|
| | | | | FACES | COMPLETE SIGN | | |
| A | <u>GROUP A – SIGNS,</u> #1 -27 Hi-Intensity Prismatic Sheeting | | | | | | |
| 1 | Winding Road Left/Right 30 x 30 | 25 | EA | | | | |
| 2 | No Left/Right/No Turn Symbol 30 x 30 | 100 | EA | | | | |
| 3 | Keep Right Symbol 18 x 24 | 50 | EA | | | | |
| 4 | Keep Right Symbol 24 x 30 | 50 | EA | | | | |
| 5 | Reverse Curve Left/Right 24x24 | 20 | EA | | | | |
| 6 | Reverse Curve Left/Right 30x30 | 20 | EA | | | | |
| 7 | Right Curve 30x30 | 10 | EA | | | | |
| 8 | Left/Right Turn 24x24 | 20 | EA | | | | |
| 9 | Left/Right Turn 30x30 | 20 | EA | | | | |
| 10 | Dead End 24x24 | 50 | EA | | | | |
| 11 | Dead End 30x30 | 50 | EA | | | | |
| 12 | Stop Ahead 30x30 W3-1 (symbol) | 50 | EA | | | | |
| 13 | Stop 30x30 | 200 | EA | | | | |
| 14 | All Ways 6"x18" | 100 | EA | | | | |
| 15 | Dog Waste Sign Complete (12x18 Aluminum) | 50 | EA | | | | |
| 16 | Yield ahead W3-2 (SYMBOL) | 20 | EA | | | | |
| 17 | One Way (left/right arrow) 12x36 | 200 | EA | | | | |
| 18 | Yield 30" | 25 | EA | | | | |

COST SUMMARY SECTION, page 2

Spec. 5577, Traffic Sign Materials

Company Name _____

| | Item & Description | Qty | Unit | Price | | Extension | |
|----|---|------|------|------------------------|---------------|-----------|---------------|
| | | | | Faces | Complete Sign | Faces | Complete Sign |
| 19 | Children at Play (w/symbol) 18x24 | 10 | EA | | | | |
| 20 | Stop Ahead 30x30 | 50 | EA | | | | |
| 21 | Yield 48" | 10 | EA | | | | |
| 22 | No Turn on Red 18x24 w/red ball | 25 | EA | | | | |
| 23 | No Turn on Red 24x30 w/red ball | 25 | EA | | | | |
| 24 | Do Not Enter 30x30 | 50 | EA | | | | |
| 25 | Snow Emergency 24x30 | 25 | EA | | | | |
| 26 | No Trucks 30x30 Symbol | 50 | EA | | | | |
| 27 | Speed Limit 30mph 24 x 30 | 50 | EA | | | | |
| | | | | SUB-TOTAL #1-27 | | | |
| | <u>SIGN BLANKS</u> | | | | | | |
| | Aluminum –minimum gauge .080 either 50/52 or 3000 series for alloy | | | | | | |
| 28 | 12x18 | 100 | EA | | | | |
| 29 | 12x18 with White Reflective Paper Face | 1000 | EA | | | | |
| 30 | 12x30 | 75 | EA | | | | |
| 31 | 12x36 | 50 | EA | | | | |
| 32 | 15x24 | 50 | EA | | | | |
| 33 | 15x30 | 50 | EA | | | | |
| 34 | 18x18 | 100 | EA | | | | |
| 35 | 18x24 | 50 | EA | | | | |
| 36 | 18x30 | 10 | EA | | | | |
| 37 | 18x36 | 50 | EA | | | | |

| | <u>Spec 5577 Traffic Sign, continued</u> | | | | |
|----|--|------------|-------------|--------------|------------------|
| | Item & Description | Qty | Unit | Price | Extension |
| 38 | 24x30 | 20 | EA | | |
| 39 | 24x36 | 100 | EA | | |
| | 24x48 | 20 | | | |
| | 30x30 | 100 | | | |
| | <u>SIGN BLANKS</u> | | | | |
| | Aluminum –minimum gauge .080 either 50/52 or 3000 series for alloy | | | | |
| 40 | 30x30 Stop Sign Blanks | 50 | EA | | |
| 41 | 30" Yield Sign Blanks | 10 | EA | | |
| 42 | 30x36 | 10 | EA | | |
| 43 | 30x48 | 5 | EA | | |
| 44 | 36x36 | 10 | EA | | |
| 45 | 36x48 | 5 | EA | | |
| 46 | 48x48 | 5 | EA | | |
| 47 | 24x30 Sign Blanks covered w/Whitelite Face –High Intensity Prismatic | 100 | EA | | |
| 48 | 30x30 Sheeted yellow Hi –Intensity Prismatic | 100 | EA | | |
| 49 | Silk Screen Set-up | 5 | EA | | |
| 50 | Nucor Co- 10 ft.Rib Back Channel Posts,Powder coated green 2 lbs per ft, cold rolled steel | 200 | EA | | |
| | Sub Total #28-50 | | | | |

| | | | | | |
|-----|---|------------|-------------|---------------------------|------------------|
| | Spec # 5577 | | | Company Name _____ | |
| 50a | Nucor Co-Stubs 42" 2-1/2 lb per ft cold rolled steel Powder coated green | 200 | EA | | |
| | <u>GROUP A – SIGNS, continued</u> | | | | |
| | Item & Description | Qty | Unit | Price | Extension |
| 51 | 10'Galvanized Channels Posts 2 ½lb per ft | 200 | EA | | |
| 51a | 42" Galvanized(stubs) 2-1/2 lb per ft | 200 | EA | | |
| 52 | Transfer Tape 2 ¼ Clear | 12 | EA | | |
| 53 | Transfer Tape 3 ¼ Clear | 12 | EA | | |
| 54 | Transfer Tape 4 ½ Clear | 12 | EA | | |
| 55 | Transfer Tape 6 ½ Clear | 12 | EA | | |
| 56 | Transfer Tape 10 ½ Clear | 12 | EA | | |
| | <u>FLAT STREET NAME BLANKS Sheeted both sides hi-intensity Prismatic White</u> | | | | |
| 57 | 8x24 | 50 | EA | | |
| 58 | 8x30 | 50 | EA | | |
| 59 | 8x36 | 50 | EA | | |
| 60 | 8x42 | 50 | EA | | |
| 61 | 10x30 | 50 | EA | | |
| 62 | 10x36 | 50 | EA | | |
| 63 | 10x42 | 50 | EA | | |
| | Sub Total #51-63 | | | | |
| | | | | | |

| | | | | | |
|----------|--|------------|-------------|---------------------------|------------------|
| | Spec # 5577 | | | Company Name _____ | |
| | Item & Description | Qty | Unit | Price | Extension |
| B | <u>GROUP B BRACKETS – For Flat ID's signs</u> | | | | |
| 1 | Street Name Cross Pieces U-Channel | 50 | EA | | |
| 2 | 6" U Channel Cap 90/180 | 50 | EA | | |
| 3 | 6" U Channel Cross Piece 90/180 | 50 | EA | | |
| 4 | 12" U Channel Cap 90/180 | 50 | EA | | |
| 5 | 12" Cross Piece 90/180 | 50 | EA | | |
| 6 | 14" Cantilever Bracket | 50 | EA | | |
| 7 | 24" Cantilever Bracket | 50 | EA | | |
| 8 | 6-3/4" Tel.Pole Brackets for St.Name Sign | 50 | EA | | |
| 9 | 6-3/4" End Brackets or Wing Brackets | 50 | EA | | |
| 10 | 9" End Band Brackets or Wing Brackets | 50 | EA | | |
| 11 | Channel Brackets for St. Name Signs 90 | 50 | EA | | |
| 12 | Channel Brackets for St. Name Signs 180 | 50 | EA | | |
| | | | | | |
| | | | | | |
| | | | | SUBTOTAL GROUP B | |
| | | | | | |
| | | | | | |

COST SUMMARY TALLY SECTION, page 7

Spec. 5577, Traffic Sign Materials

Company Name _____

| | | | | |
|--|----------------------------------|----|--|--|
| | | | | |
| | | | | |
| | GROUP A | | | |
| | SUB-TOTAL # 1 – 27 FACES | \$ | | |
| | SUB-TOTAL # 1 – 27 COMPLETE SIGN | \$ | | |
| | SUB-TOTAL # 28– 50a | \$ | | |
| | SUB-TOTAL # 51a- 63 | \$ | | |
| | | | | |
| | SUB-TOTAL GROUP B | \$ | | |
| | | | | |
| | GRAND TOTAL A AND B | \$ | | |
| | | | | |
| | | | | |

Discount percentage off for other items that maybe purchased but are not listed herein _____

This document is being submitted by _____

PLEASE PRINT NAME

As duly authorized to provide price quotes for _____

COMPANY NAME

Authorized Signature _____

VENDOR DATA SECTION

All bidders must complete this section, sign where indicated and include with your response. Your signature identifies your acceptance of all terms and conditions herein.

SHIPPING TERMS: Unless identified below, freight will be considered F.O.B. Destination (no freight charged to the City). If your quote is F.O.B. Shipping Point (freight charged to the City) in addition to the prices quoted, please identify the cost of this freight. Please check one.

___ F.O.B. Dest. ___ F.O.B. Shipping Point - Freight Charges will cost _____

DELIVERY: Date of delivery shall be _____

PAYMENT TERMS: The City of New Rochelle shall pay invoices at net 30 days after receipt of invoice and of material, whichever is later, unless alternate terms are indicated.

Alternate Payment Terms _____

OPTIONAL INFORMATION: Please indicate if your firm is certified as a minority or women owned business. This information is requested for statistical purposes only and will not have any influence on the award process.

Please indicate the appropriate status: ___ **MBE:** business is certified as minority-owned
 ___ **WBE:** business is certified as women-owned
 ___ **WBE/MBE:** business is certified as minority women-owned

ACCEPTANCE: As a representative of the identified company, the signature below is authorized by said company and represents acceptance of all terms, conditions, and prices identified herein. By submission of this proposal/bid, each bidder, and each person signing on behalf of any bidder, and in the case of a joint bid, each party thereto as to its own organization, under penalty of perjury, certifies that to the best of its knowledge and belief:

- A. 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 any competitor; and
- B. unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
- C. 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.

The bidder certifies that this Proposal/proposal is made without any connection with any other person making a Proposal for the same purpose, and is in all respects fair and without collusion or fraud, and that no elected official or other officer or employee or person whose salary is payable in whole or in part from the City of New Rochelle treasury is directly or indirectly interested therein, or in any portion of the profits thereof.

Signature: _____ Date: _____

Print Name and Title: _____

Company Name: _____

Address: _____

Email Address: _____

Telephone Number(s): _____

Fax Number: _____

(spec. #5577)