

YOLANDA CAPPELLI
Town Clerk



Lauren Louderback
Deputy Town Clerk

Elain Abraham-Rigo
Deputy Town Clerk

NOTICE OF ADVERTISEMENT FOR BIDS
FOR THE TOWN OF KENT

I, Yolanda D. Cappelli, Town Clerk of the Town of Kent, Putnam County, New York, will accept sealed bids at the Kent Town Center, 25 Sybil's Crossing, Kent Lakes, New York 10512 until 12:00 noon, Friday, December 16, 2016, at which time they will be opened and publicly read for the following.

TARS AND LIQUID BITUMINOUS HIGHWAY MATERIALS
liquid bituminous, heated, hauled and applied.

SNOW PLOW, GRADER BLADES AND CUTTING EDGES
Blades must be of good quality and meet with approval of the Highway Superintendent.

GENERAL HAND TOOLS, WHEELBARROWS, STREET SIGNS, TIRE CHAINS AND HOOKS
Chains must be delivered to the Route 311 Highway Garage and meet approval of the Highway Superintendent.

BANKRUN, WATER WASHED SAND, CRUSHED STONE, WATER WASHED GRAVEL, CRUSHED BLUESTONE
ITEMS N04
All items must meet the approval of the Highway Superintendent. Hauling distance and roads to be traveled over must meet the approval of the Highway Superintendent.

SALT
The bidder must be at a reasonable distance to Town garage to insure delivery same day.

CALCIUM CHLORIDE
Calcium Chloride in 100lb bags in lots of 1 to 20 tons, delivered to 301 and 311 garages, also the price picked up at the plant. The bidder must be at a reasonable distance to town garage to insure delivery same day of order.

LIQUID CALCIUM- CULVERT PIPE, CATCH BASIN TOPS, CONCRETE CATCH BASINS, CAST IRON GRATED,
GUIDE RAIL AND POST (INSTALLED)

EQUIPMENT LETTERING

Complete specifications are on file in the Town Clerk's office at the Kent Town Center and on the town's website at www.townofkentny.gov.

Bids must be submitted in sealed envelopes at the above address and must bear on the face there of the name and address of the bidder and the inscription "Highway Materials" bids. Must be accompanied by a non-collusion bidding certificate in accordance with Section 103-d of the General Municipal Law. The non-collusion bidding certificates may be obtained in the Town Clerk's office.

YOLANDA CAPPELLI
Town Clerk



Lauren Louderback
Deputy Town Clerk

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Bids must be submitted on a bid form and may be obtained in the Town Clerk's office.

Bid prices will be effective from January 1, 2017 until December 31, 2017.

The right is reserved to reject any or all bids, or to procure by State/County and other towns Contract bid if prices warrant.

By Order of the Kent Town Board.

Yolanda D. Cappelli
Town Clerk

NON-COLLUSION STATEMENT

In accordance with the requirements of Section 103-d of the General Municipal Law of the State of New York, the bidder certifies that:

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - (1) The prices in this bid have been arrived at independent without collusion, consultation, communication, or agreement, for the purpose of restriction 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 the bidder and will not knowingly be disclosed by the 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 or restricting competition.

The bidder certifies that they comply with Office of Revenue Sharing 504 Regulations.

I, hereby affirm under the penalties of perjury that the foregoing statements are true.

Date:

Legal Name of Bidder
(Individual, Firm or Corporation)

By _____

The deponent is _____ of

The corporation described in and which executed, the foregoing instrument; deponent knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; deponent signed deponent's name thereto by like order.

Address of Bidder

Insurance Agreement for Contractors

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, contractor hereby agrees to effectuate the naming of the Town of Kent as an unrestricted additional insured on the contractor's insurance policies with the exception of workers' compensation.

- II. The policy naming the Town of Kent as an additional insured shall:
 - Be an insurance policy from an A.M. Best rated "secured" or better, New York State Admitted insurer.
 - Provide for 30 days notice of cancellation.
 - State that the organizations' coverage shall be primary non-contributory for the Town of Kent, its Board, employees and volunteers.
 - The Town of Kent shall be listed as an additional insured by using endorsement CG2026 or equivalent form. The certificate must state this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance and certificate must state as such.
 - Additional Insured including Products Completed Operations (CG2037) must be included and certificate must indicate.
 - Waiver of Subrogation must be provided in favor of the Town of Kent
 - Contractual Liability must be included and indicate on certificate

- III. The contractor agrees to indemnify the Town of Kent for any applicable deductibles.

- IV. Required Insurance:
 - **Commercial General Liability Insurance**
\$1,000,000 per occurrence/\$2,000,000 general aggregate and products completed operations aggregates. The general aggregate shall apply on a per-project basis.
 - **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles. An insurance carrier with A.M. Best rating "secured" or better
 - **Workers Compensation**
Statutory Workers Compensation and Employers Liability Insurance for all employees. An Insurance carrier with an A.M. Best rated "secured" or better
 - **Owners Contractors Protective Insurance when applicable**
(Required for construction projects in excess of \$200,000)
 - **Excess Insurance**
\$5,000,000 per occurrence/\$5,000,000 general aggregate limit
 - **Bid, Performance and Labor & Material Bonds**
If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing. A.M. Best rated "secured" or better

Sample Insurance Agreement for Contractors

- **Asbestos/Lead Abatement Insurance**
With coverage for removal of asbestos and/or lead and related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. \$1,000,000 per occurrence/\$2,000,000 including products and completed operations. If a retroactive date is used, it must pre-date the inception of the contract. Coverage shall remain for two years following the completion of work.
 - **Professional Errors and Omissions Insurance**
\$1,000,000 per occurrence/\$2,000,000 aggregate for the negligent professional acts of the consultant. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.
- V. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- VI. Contractor acknowledges that failure to obtain such insurance on behalf of the Municipality constitutes a material breach of contract and subjects it to liability damages, indemnification and all other legal remedies available to the Municipality. The contractor is to provide the Municipality with a certificate of insurance evidencing the above requirements have been met, prior to commencement of work or use of facilities.
- VII. The Municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Municipality but also the NYMIR, as the Municipality's insurer.

Insurance Agreement for Jobs under \$5,000

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, contractor hereby agrees to effectuate the naming of the Town of Kent as an unrestricted additional insured on the contractor's insurance policies with the exception of workers' compensation.
- II. The policy naming the Town of Kent as an additional insured shall:
 - Be an insurance policy from an A.M. Best rated "secured" or better, New York State Admitted insurer.
 - Provide for 30 days notice of cancellation.
 - State that the organizations' coverage shall be primary non-contributory for the Town of Kent, its Board, employees and volunteers.
 - The Town of Kent shall be listed as an additional insured by using endorsement CG2026 c equivalent form. The certificate must state this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance and certificate must state as such.
 - Contractual Liability must be included and indicate on certificate
- III. The contractor agrees to indemnify the Town of Kent for any applicable deductibles.
- IV. Required Insurance:
 - **Commercial General Liability Insurance**
\$1,000,000 per occurrence/\$2,000,000 general aggregate and products completed operations aggregates. The general aggregate shall apply on a per-project basis.
 - **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles. An insurance carrier with A.M. Best rating "secured" or better
 - **Workers Compensation**
Statutory Workers Compensation and Employers Liability Insurance for all employees. An Insurance carrier with an A.M. Best rated "secured" or better
 - **Owners Contractors Protective Insurance when applicable**
(Required for construction projects in excess of \$200,000)
 - **Excess Insurance**
\$2,000,000 per occurrence/\$2,000,000 general aggregate limit
 - **Bid, Performance and Labor & Material Bonds**
If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing, A.M. Best rated "secured" or better

Insurance Agreement for Jobs under \$5,000

- **Asbestos/Lead Abatement Insurance**
With coverage for removal of asbestos and/or lead and related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. \$1,000,000 per occurrence/\$2,000,000 including products and completed operations. If a retroactive date is used, it must pre-date the inception of the contract. Coverage shall remain for two years following the completion of work.
 - **Professional Errors and Omissions Insurance**
\$1,000,000 per occurrence/\$2,000,000 aggregate for the negligent professional acts of the consultant. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.
- V. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- VI. Contractor acknowledges that failure to obtain such insurance on behalf of the Municipality constitutes a material breach of contract and subjects it to liability damages, indemnification and all other legal remedies available to the Municipality. The contractor is to provide the Municipality with a certificate of insurance evidencing the above requirements have been met, prior to commencement of work or use of facilities.
- VII. The Municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Municipality but also the NYMIR, as the Municipality's insurer.

**TOWN OF KENT
BID FORM**

Bidder's Name _____

BID PRICE PER TON
FOB PLANT DEL. 311 DEL. 301

SALT - BULK	_____	_____	_____
SALT - BAG 100 lb. bag	_____	_____	_____
CALCIUM - BAG 100 lb. bag	_____	_____	_____

BID PRICE PER GALLON

ROAD OIL:

Medium curing cutbacks, all grades	_____
Rapid curing cutbacks, all grades	_____
Asphalt emulsions, all grades	_____
Penetration asphalts, all grades	_____
Latex emulsions	_____
RS3K Cationic emulsions	_____
RC Special cutback	_____
Carnea dust oil	_____

LIQUID CALCIUM:

GRADER BLADES:

3/4" X 8"	_____
6' X 5 1/4 SPACE	_____

PLOW BLADES:

5/8" X 6'	_____
5/8" X 8'	_____
3/4" X 8'	_____
5/8" X 9'	_____
3/4" X 9'	_____

CUTTING EDGES:

1" X 12"	_____
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**TOWN OF KENT
BID FORM**

Bidder's Name _____

	<u>FOB PLANT</u>	<u>DEL. 311</u>	<u>DEL. 301</u>
CRUSHED STONE:			
1/4"	_____	_____	_____
3/8"	_____	_____	_____
1/2"	_____	_____	_____
5/8"	_____	_____	_____
3/4"	_____	_____	_____
1 1/2"	_____	_____	_____
CRUSHER RUN	_____	_____	_____
RIP RAP	_____	_____	_____
WASHED SAND	_____	_____	_____
3/4" ITEM 4	_____	_____	_____
1 1/2" ITEM 4	_____	_____	_____

	<u>FOB PLANT</u>	<u>DEL. 311</u>	<u>DEL.301</u>
BANK RUN	_____	_____	_____
WASHED HIGHWAY SAND	_____	_____	_____

	<u>FOB PLANT</u>	<u>DEL. 311</u>	<u>DEL. 301</u>
CRUSHED BLUESTONE:			
1/4"	_____	_____	_____
3/8"	_____	_____	_____
1/2"	_____	_____	_____
5/8"	_____	_____	_____
3/4"	_____	_____	_____
1 1/2"	_____	_____	_____
CRUSHER RUN	_____	_____	_____
RIP RAP	_____	_____	_____
WASHED SAND	_____	_____	_____

**TOWN OF KENT
BID FORM**

Bidder's Name _____

3/4" ITEM 4	_____	_____	_____
1 1/2" ITEM 4	_____	_____	_____

CRUSHED LIMESTONE:

	<u>FOB PLANT</u>	<u>DEL. 311</u>	<u>DEL. 301</u>
1/4"	_____	_____	_____
3/8"	_____	_____	_____
1/2"	_____	_____	_____
5/8"	_____	_____	_____
3/4"	_____	_____	_____
1 1/2"	_____	_____	_____
CRUSHER RUN	_____	_____	_____
RIP RAP	_____	_____	_____
WASHED SAND	_____	_____	_____
3/4" ITEM 4	_____	_____	_____
1 1/2" ITEM 4	_____	_____	_____

CRUSHED BLUESTONE:

	<u>FOB PLANT</u>	<u>DEL. 311</u>	<u>DEL. 301</u>
1/4"	_____	_____	_____
3/8"	_____	_____	_____
1/2"	_____	_____	_____
5/8"	_____	_____	_____
3/4"	_____	_____	_____
1 1/2"	_____	_____	_____
CRUSHER RUN	_____	_____	_____
RIP RAP	_____	_____	_____
WASHED SAND	_____	_____	_____
3/4" ITEM 4	_____	_____	_____
1 1/2" ITEM 4	_____	_____	_____

**TOWN OF KENT
BID FORM**

Bidder's Name _____

MISC. TOOLS, EQUIPMENT AND SUPPLIES:

PRICE

WHEELBARROWS:

M-11 or Equivalent

M-4 or Equivalent

SHOVELS:

LONG HANDLED POINTED DIRT

LONG HANDLED SQUARE 200-SLR

BLACKTOP SHOVEL 200-SLS

RAKES:

LONG HEAVY HANDLED BLACKTOP

LONG HEAVY HANDLED GARDEN

VARIETY _____

HEAVY HANDLED LEAF RAKES

PICKS:

RR PICK HEADS WITH HANDLES

GRUB AXES WITH PICK ENDS WITH HANDLES

SLEDGEHAMMERS:

8 LBS. WITH HANDLES

12 LBS. WITH HANDLES

SPRAYERS: POLYPROPLENE DESIGN WITH HEAVY DUTY SPRAY
WANDS CAPABLE OF SPRAYING FUEL OIL

BROOMS:

THICK BRISTLE DESIGN FOR ROAD SWEEPING W/HANDLES

FINE BRISTLE DESIGN FOR GARAGE CLEANING W/HANDLES

TAMPERS:

8" CAST IRON WITH WOOD OR STEEL HANDLES

10" CAST IRON WITH WOOD OR STEEL HANDLES

Continued on next page

BID FORM

Bidder's Name _____

MISC. TOOLS, EQUIPMENT AND SUPPLIES: *Continued*

PRICE

BLACKTOP LUTES: ALUMINUM WITH SMOOTH HANDLES

24"

30"

36"

CROWBARS: HEAVY DUTY

4 FOOT

6 FOOT

8 FOOT

AXES: SINGLE EDGE W/FIBERGLASS OR HEAVY WOOD HANDLES

SPECIFY TYPE _____

PRUNERS: HEAVY DUTY

24"

36"

POST HOLE DIGGERS: STANDARD SIZE W/HEAVY DUTY WOOD,

STEEL OR FIBERGLASS HANDLES

SPECIFY TYPE _____

WIPING RAGS: BULK RAGS - DISPOSAL TYPE

TRUCK FLAPS: RUBBER

24" X 30"

24" X 36"

TRAFFIC CONES:

28"

18"

12"

BARRICADES: TYPE I W/LEGS AND FLASHING LIGHTS

BLACKTOP LUTES: ALUMINUM WITH SMOOTH HANDLES

24"

30"

36"

CROWBARS: HEAVY DUTY

4 FOOT

**TOWN OF KENT
BID FORM**

Bidder's Name _____

ARCHED PIPE FLAIRED END SECTION

BID PRICE

17" X 13"	_____
21" X 15"	_____
24" X 18"	_____
28" X 20"	_____
35" X 24"	_____
42" X 29"	_____
49" X 33"	_____
57" X 38"	_____
64" X 43"	_____
71" X 47"	_____

REGULAR PIPE FLAIRED END SECTIONS

<u>PIPE SIZE:</u>	<u>COATED</u>	<u>REGULAR</u>	<u>PLASTIC N-12</u>
12"	_____	_____	_____
15"	_____	_____	_____
18"	_____	_____	_____
24"	_____	_____	_____
30"	_____	_____	_____
36"	_____	_____	_____
42"	_____	_____	_____
48"	_____	_____	_____
54"	_____	_____	_____
60"	_____	_____	_____
66"	_____	_____	_____

ARCHED PIPES:

PRICE PER FOOT

PRICE PER FOOT

<u>PIPE SIZE:</u>	<u>GAUGE STEEL</u>	<u>ALUMINIZED</u>	<u>COATED</u>
<u>PLASTIC N-12</u>			
14" X 9"	16 GAUGE	_____	_____
17" X 13"	16 GAUGE	_____	_____

BID FORM

Bidder 's Name _____

21" X 15"	16 GAUGE	_____	_____
24" X 18"	16 GAUGE	_____	_____
28" X 20"	16 GAUGE	_____	_____
35" X 24"	16 GAUGE	_____	_____
42" X 29"	14 GAUGE	_____	_____
49" X 33"	14 GAUGE	_____	_____
57" X 38"	14 GAUGE	_____	_____
64" X 43"	12 GAUGE	_____	_____
71" X 47"	10 GAUGE	_____	_____

ADS PLASTIC PIPE

BID PRICE PER FOOT

PIPE SIZE	SOLID N-12	PERFORATED N-12	ADS POLY SOLID	ADS POLY PERFORATED
4"	_____	_____	_____	_____
6"	_____	_____	_____	_____
8"	_____	_____	_____	_____

ADS PLASTIC PIPE

BID PRICE PER FOOT

PIPE SIZE	SOLID N-12	PERFORATED N-12	ADS POLY SOLID	ADS POLY PERFORATED
10"	_____	_____	_____	_____
12"	_____	_____	_____	_____
15"	_____	_____	_____	_____
18"	_____	_____	_____	_____
24"	_____	_____	_____	_____
30"	_____	_____	_____	_____
36"	_____	_____	_____	_____

BID FORM

Bidder's Name _____

STEEL CULVERT PIPE:

<u>PIPE SIZE:</u>	<u>REGULAR</u>	<u>PRICE</u>	<u>COATED</u>
6"	_____		_____
8"	_____		_____
10"	_____		_____
12"	_____		_____
15"	_____		_____
18"	_____		_____
24"	_____		_____
30"	_____		_____
36"	_____		_____
42"	_____		_____
48"	_____		_____
54"	_____		_____
60"	_____		_____
66"	_____		_____

CULVERT PIPE (ROLLED ENDS – HUGGER BANDS):

BID PRICE PER FOOT

	<u>PLASTIC</u>	<u>COATED</u>	<u>REGULAR</u>
8" Perforated	_____	_____	_____
12"	_____	_____	_____
15"	_____	_____	_____
18"	_____	_____	_____
24"	_____	_____	_____

GUIDE RAIL AND POST INSTALLATION:

PER LINEAR FOOT

Complete layout and installation of guide and posts per New York State Specifications

Corrugated beam type guide rail - punched 6' 3" _____

Corrugated beam type guide rail - punched 6' 3" - Curved to Special Radius"

- Curved to 50' radius and up EACH _____
- Curved 40 to 50' radius EACH _____
- Curved 30 to 39' radius EACH _____
- Curved 20 to 29' EACH _____

BID FORM

Bidder's Name _____

GUIDE RAIL AND POST INSTALLATION: (continued)

PER LINEAR FOOT

Corrugated beam type guide rail - Length 13' 6 1/2"

(Shop curved rail) (Approach & Terminal) (Rotation 90 deg.)

EACH _____

3" X 2 3/8" I intermediate guide rail posts - Length 5' 3"

EACH _____

Flared type terminal sections 12 gauge

EACH _____

Wrap around type terminal sections 12 gauge

EACH _____

Concrete anchor unit with all necessary hardware

EACH _____

Galvanized splice bolts 1 1/4" X 5/8"

EACH _____

Galvanized post bolts 5/16" X 1 3/4" (with 2 nuts, no washers)

EACH _____

6" X 6" X 24' box beam type guide rail including shelf
angle, splice plates and nuts and bolts

PER LINEAR FOOT

6" X 6" box beam type guide rail curved to special radius

6" x 6" box beam type guide rail shop cuts and mitered curved rail

PER LINEAR FOOT

6" X 6" box beam guide rail and sections

EACH _____

3" I beam guide rail posts 5' 3" long intermediate type
post for box beam rail

EACH _____

3" I beam guide rail post 3' 8" long end type post for
box beam rail

EACH _____

Guide rail bidders must be able to furnish both materials and install posts and guide rail per New York State Specifications. All materials to conform to New York State Department of Transportation Specifications Section 606 and Standard Sheet 606.6 12 gauge and 606-3R1 12 gauge.

Guide rail bidders must also include a \$5,000.00 Bid Bond to guarantee delivery of material and performance of work.

Guide rail bidders must maintain sufficient stock so that guide rail materials will be delivered within 5 days after receipt of order.

BID FORM

Bidder's Name _____

CAST IRON GRATES:

- 24" X 24"
- 24" X 30"
- 30" X 30"
- 30" X 36"
- 36" X 36"
- 48" X 48"
- 30" X 48"
- 30" X 48" CURB BACK
- 22" X 48"
- 24" X 36"

BID PRICE

CATCH BASINS:

<u>HEIGHT</u>	<u>OUTSIDE</u>	<u>INSIDE</u>	<u>WALLS</u>	<u>ACCOMODATES PIPE UP</u>	<u>BID PRICE</u>
36"	56" X 45"	44" X 33"	6"	18"	_____
48"	56" X 45"	44" X 33"	6"	24"	_____
60"	56" X 45"	44" X 33"	6"	24"	_____
66"	56" X 45"	44" X 33"	6"	24"	_____
60"	64" X 52"	48" X 36"	8"	36"	_____
	32" X 32"	24" X 24"			_____

CONCRETE CATCH BASIN TOPS:

- FLAT - 8" THICK WITH GRATE - SIZE: 36" X 19" - 1/4"
- CURB - 12" THICK WITH GRATE - SIZE: 36" X 19" - 1/4"
- MAFIA BLOCKS - 8' X 2' X 30"

Bidder's Name _____

TIRE CHAINS

- 9/0 SIDE CHAIN
- 9/0 CLAW CROSS CHAINS
- 8/0 SIDE CHAIN
- 8/0 CLAW CROSS CHAINS
- 7/0 SIDE CHAIN
- 7/0 CLAW CROSS CHAINS

BID PRICE PER 100 FEET

CHAIN HOOKS

- 9/0 CROSS CHAIN HOOKS
- 8/0 CROSS CHAIN HOOKS
- 7/0 CROSS CHAIN HOOKS
- 9/0 FINGER HOOKS
- 8/0 FINGER HOOKS
- 7/0 FINGER HOOKS
- 9/0 SIDE CHAIN CONNECTORS
- 8/0 SIDE CHAIN CONNECTORS
- 7/0 SIDE CHAIN CONNECTORS

BID PRICE PER 100 PIECES

CHAINS:

- 3/8" GRADE 70 CHAIN PER 100 FOOT
- 1/2" GRADE 70 CHAIN PER 100 FOOT

HOOKS:

- 3/8" CLEVIS TYPE SLIDE AND GRAB
- 1/2" CLEVIS TYPE SLIDE AND GRAB

CHAIN BINDERS:

- 3/8"
- 1/2"

GENERAL BIDDING INSTRUCTIONS
HIGHWAY MATERIALS

These general specifications, as completed by the bidder, shall become part of his bid proposal.

Sealed bids shall be received and publicly opened at the Kent Town Hall, 25 Sybil's Court, Kent New York, 12:00 p.m., Friday December 16, 2016 for the purchase of all materials. Faxed bids are not considered "sealed" and will NOT be accepted.

Bids shall be submitted in a sealed envelope **CLEARLY** marked **BID**.

A Non-Collusive Affidavit (copy attached) shall accompany each bid.

Bids shall be submitted on the attached forms only. Extra pages and literature may be added to this package, however, **THE PACKAGE SHALL BE RETURNED INTACT AS RECEIVED**.

Bids shall be signed by an authorized individual.

The Town of Kent is exempt from payment of ALL Federal and New York State taxes.

Bidders shall familiarize themselves with all provisions of these specifications and shall not, after submitting the bid, dispute the specifications or assert that there is a misunderstanding in regard to the furnishing of items(s) in this bid.

The bidder in submitting this proposal agrees to enter into contract with the Town of Kent.

1. TERM OF CONTRACT:

One year fixed price contract.

2. AWARD OF CONTRACT:

Awards of contract may be made on the basis of (i) the lowest net unit price for each bid item; (ii) the lowest total bid; or the basis of "best value", whichever is deemed the best interest of the Town of Kent. The Town reserves the right to reject any or all bids.

The Superintendent of Highways reserves the right to select the bid proposal, the acceptance of which will, in his judgment, best secure this material, equipment or services which will be in the best interest of the Town of Kent (irrespective of whether it is low bid, the high bid, or otherwise) or to reject any or all bids. Proposals which are incomplete, conditional or obscure or which contain conditions not called for, erasures, alterations or irregularities of any kind may be rejected as informal, or may be waived at the discretion of the Superintendent of Highways if any informality is deemed immaterial and non-prejudicial to the Town and other bidders.

Unit prices shall be controlling in the extension of the bidder's net unit prices times estimated Town requirements. Errors in such multiplication and in the addition of such extension may be corrected by the Superintendent of Highways subject to verification by the bidder.

Bidder must submit with the bid detailed specifications, and all necessary data on the materials, equipment or services he proposes to furnish. If the offer differs from the minimum provisions of the buyers specifications, such differences must be explained in detail and the bid will receive careful consideration if such deviations do not depart from the intent of this specification and are to the best interest of the Town of Kent, as interpreted by the Superintendent of Highways.

3. BID PRICES AND QUANTITIES:

It is understood that contract prices shall hold firm and prevail for the actual quantities required and ordered as needed during the life of the contract whether more or less than estimated quantities. Quantities as listed on the bid sheets are estimated for bidding purposes only. Award of contract shall be for the quantities actually ordered as needed during the contract period.

Unit prices shall not be subject to any increase during the life of the contract.

If any reduction in price is announced during the life of the contract, the Town of Kent shall receive the benefit of such reduction. In such event the contractor must submit his revised prices in writing within (5) five days of announcement.

4. DELIVERY:

Pricing shall include all delivery charges, if applicable. Pick-up option will be at the discretion of the Town of Kent Highway Superintendent, and can influence award.

Emergency deliveries are to be made within twenty-four (24) hours from receipt of a telephone or Fax request from the Superintendent of Highways.

All deliveries are to be made on business weekdays between the hours of 7:00 AM and 3:00 PM, except as may be otherwise be arranged by supplier and purchaser.

5. PENALTY:

In the event deliveries are not made as specified to a Town delivery point the Superintendent of Highways shall reserve the right to purchase any such bid item on the open market, and to charge any increase in price paid over the current price to the account of the contractor.

6. DELIVERY OF UNAPPROVED SUBSTITUTIONS:

Vendors are authorized to ship only those items covered by the Town contract. If a review of orders placed by the Town reveals that an item other than those covered by and specified in the Town contract have been ordered and delivered, the Superintendent of Highways will take such steps as are necessary to have the item(s) returned to the vendor at vendor's cost regardless of the time lapse between the date of delivery and discovery of the violation and full credit will be demanded. Violation of this clause may result in the removal of the offending vendor(s) name from the Towns' mailing list for a period up to three years.

7. NEW PRODUCTS:

All products will be NEW unless otherwise indicated in this bid.

8. METHOD OF OPERATION:

After the bids are opened and the successful bidder determined, a "NOTICE OF AWARD" or equivalent will be forwarded to the successful bidder. At that time, the other bidders may request, in writing, a list of pricing submitted by all bidders. It is required that the supplier cooperate with the Town to the fullest extent to the end that the materials supplied are delivered to the Town in strict accordance with the specifications and delivery requirements of the bid proposal.

For the duration of the Town Contract the Town may order material covered by the contract directly from the vendor when and as required. These orders will be covered by the issuance of a Town of Kent voucher.

9. TRADE NAMES:

Bidders shall state the trade name, brand name or manufacturer for each item bid. Such trade names shall not in any way set aside the requirement of compliance with specifications.

Reference to a particular trade name, brand name or manufacturer catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirement of the Town of Kent. They should not be construed as nor are they intended to exclude proposals on other types of materials, equipment and supplies unless the words "NO SUBSTITUTIONS" are added to that particular line item on the specification page.

10. PRICE EXTENSION:

It is understood and agreed that all Town Offices of the Town of Kent may participate in the contract award.

The undersigned offers and agrees, if this offer is accepted within 45 calendar days from the date for receipt of offers specified herein, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule

Number of BUSINESS days for delivery _____ (DAYS) after verbal or written receipt of Purchase order(s).

Bidder _____

Address _____

Authorized Signature _____

Phone _____ Date _____