YOLANDA CAPPELLI
Town Clerk

Lauren Louderback
Deputy Town Clerk

Elain Abraham-Rigo
Deputy Town Clerk

Town Clerk's Office
Town of Kent

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, February 2, 2018, at which time they will be opened and publicly read for Rental of a Tri-Axle Dump Truck with Operator and Rental of a Rubber Tired Front End Loader – Caterpillar Model 938G or Equivalent with Operator.

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 accompanied by a non-collusion bidding certificate in accordance with Section 103-d of the General Municipal Law. The non-collusion bidding certificate may be obtained in the Town Clerk's office.

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

Bid prices will be effective from February 7, 2018 until December 31, 2018.

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 "Rental of a Tri-Axle Dump Truck with Operator" Or "Rental of a Rubber Tired Front End Loader – Caterpillar Model 938G or Equivalent with Operator".

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-COLLUSIVE BIDDING CERTIFICATE

Required by Section 103-d of the General Municipal Law

By submission of this bid or proposal, the bidder certifies that: (a) this bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor; (b) this bid or proposal has not been knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor; (c) no attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; (d) the person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statement contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf; (e) that the attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporate bidder.

_____

(Signature of individual signing bid)

Resolved that_____

(Signature of individual signing bid)

Be authorized to sign and submit the bid or proposal of this corporation for the following project

_____

(Describe project)

and to include in such bid or proposal the certificate as to non-collusion required by section one hundred three – d of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by_____

_____

Corporation at a meeting of its board of directors held on the

_____day of_____20

_____

Secretary

(Seal of Corporation)

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 February 2, 2018 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_____

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 (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 include 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.

SPECIFICATIONS FOR TRI-AXLE DUMP TRUCK RENTAL WITH OPERATOR

1. These specifications cover all labor, materials and equipment for the Town of Kent Highway Department for the rental of one (1) tri-axle dump truck with an operator, as directed by the Town of Kent Highway Department.

2. The bidder should perform the services for the Town of Kent Highway Department during the Department's normal business hours, 7:00am to 3:30pm Monday through Friday, or upon other hours set by the Highway Department.

3. The bid is for the rental of one (1) tri-axle dump truck with a twenty (20) ton capacity including an operator for said truck.

4. The bid price shall be per hourly rates with operators for equipment specified on the proposal form enclosed less any Local, State and Federal taxes.

5. This bid shall be in effect for one year from the date that the Town Board of the Town of Kent awards the contract, unless such contract is awarded prior to 2/7/2018 in which case the bid shall be in effect from 2/7/2018 through 12/31/2018.

6. This bid shall be submitted on the Proposal Form accompanying these specifications. The Proposal Form shall be completely executed, either in ink or typed. No proposal shall be accepted which contains any changes, additions or deletions.

7. Bidder shall state whether or not the bid submitted meets the specifications in each and every aspect.

8. The bidder must be licensed to perform the required services in the County of Putnam, if applicable, and provide a copy of said license with the bid.

9. Certificate(s) of insurance must be provided with the bid.

10. Bidder must provide the Municipality with at least three references.

11. Bidder must maintain any certifications required to perform the services and must provide proof of same with the bid.

12. Bid shall be submitted to the Kent Town Clerk's Office, 25 Sybil's Crossing, Kent Lakes, NY 10512. The bid must be delivered in person or by mail before 12:00pm on the day of the bid opening Friday February 2, 2018 The bid should be in a sealed envelope with the words clearly printed or typed **"BID" Tri-Axle Dump Truck Rental** on the outside of the envelope.

PROPOSAL
IN ACCORDANCE WITH SPECIFICATIONS
FOR
ONE (1) TRI-AXLE DUMP TRUCK RENTAL WITH OPERATOR

TO: TOWN OF KENT HIGHWAY DEPARTMENT
KENT LAKES, NEW YORK

The undersigned having a principal place of business at_____ and being responsible for the performance of same, agrees to furnish one (1) tri-axle dump truck with an operator for the Town of Kent Highway Department, Kent Lakes, New York for one year from 2/7/2018 through 12/31/2018 in accordance with the specifications.

BIDDER MUST LIST AVAILABLE EQUIPMENT WITH SPECIFICATIONS:

Truck Description:	Daily Rate with Operator:
1.	
2.	
3.	
4.	

Indicate any and all variances from the bid specifications: (attach additional pages if necessary)

_____

_____

UPON ACCEPTANCE OF THIS PROPOSAL, BIDDER AGREES TO COMPLY IN ALL RESPECTS WITH THE SPECIFICATIONS AS INDICATED.

Date:_____

_____
Legal Name of Person/Firm/Corporation

BY_____

Mailing Address of Bidder:

Street_____City_____State_____Zip Code_____

Telephone Number_____ Fax Number_____

SPECIFICATIONS FOR FRONT END LOADER RENTAL WITH OPERATOR

1. These specifications cover all labor, materials and equipment for the Town of Kent Highway Department for the rental of one (1) Front End Loader with an operator, as directed by the Town of Kent Highway Department.

2. The bidder should perform the services for the Town of Kent Highway Department during the Department's normal business hours, 7:00am to 3:30pm Monday through Friday, or upon other hours set by the Highway Department.

3. The bid is for the rental of one (1) Front End Loader with a minimum of 28K pound capacity including an operator for said truck.

4. The bid price shall be per hourly rates with operators for equipment specified on the proposal form enclosed less any Local, State and Federal taxes.

5. This bid shall be in effect for one year from the date that the Town Board of the Town of Kent awards the contract, unless such contract is awarded prior to 2/7/2018, in which case the bid shall be in effect from 2/7/2018 through 12/31/2018.

6. This bid shall be submitted on the Proposal Form accompanying these specifications. The Proposal Form shall be completely executed, either in ink or typed. No proposal shall be accepted which contains any changes, additions or deletions.

7. Bidder shall state whether or not the bid submitted meets the specifications in each and every aspect.

8. The bidder must be licensed to perform the required services in the County of Putnam, if applicable, and provide a copy of said license with the bid.

9. Certificate(s) of insurance must be provided with the bid.

10. Bidder must provide the Municipality with at least three references.

11. Bidder must maintain any certifications required to perform the services and must provide proof of same with the bid.

12. Bid shall be submitted to the Kent Town Clerk's Office, 25 Sybil's Crossing, Kent Lakes, NY 10512. The bid must be delivered in person or by mail before 12:00pm on the day of the bid opening Friday February 2, 2018 The bid should be in a sealed envelope with the words clearly printed or typed **"BID" Front End Loader Rental** on the outside of the envelope.

PROPOSAL
IN ACCORDANCE WITH SPECIFICATIONS
FOR
ONE (1) FRONT END LOADER RENTAL WITH OPERATOR

TO: TOWN OF KENT HIGHWAY DEPARTMENT
KENT LAKES, NEW YORK

The undersigned having a principal place of business at_____ and being responsible for the performance of same, agrees to furnish one (1) Front End Loader with an operator for the Town of Kent Highway Department, Kent Lakes, New York for one year from 2/7/2018 through 12/31/2018 in accordance with the specifications.

BIDDER MUST LIST AVAILABLE EQUIPMENT WITH SPECIFICATIONS:

Loader Description:	Daily Rate with Operator:
1.	
2.	
3.	
4.	

Indicate any and all variances from the bid specifications: (attach additional pages if necessary)

_____

_____

UPON ACCEPTANCE OF THIS PROPOSAL, BIDDER AGREES TO COMPLY IN ALL RESPECTS WITH THE SPECIFICATIONS AS INDICATED.

Date:_____

_____
Legal Name of Person/Firm/Corporation

BY_____

Mailing Address of Bidder:

Street_____City_____State_____Zip Code_____

Telephone Number_____ Fax Number_____