

Town of Coeymans

18 RUSSELL AVENUE
RAVENA, NEW YORK 12143
Phone: (518) 756-6006
Fax: (518) 756-1991

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

BID FOR: F 350 4X4 dump with 8,6 stainless V plow by Fisher and Fisher Polycaster 1.8 cubic yard sander

BIDDER'S NAME: _____

BIDDER'S ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

In compliance with your advertisement for bids to be opened on **October 5, 2023** and subject to all conditions thereof, the undersigned hereby proposes to furnish the item(s) and/or service(s) itemized in the attached Bid Proposal in accordance with the Notice to Bidders, General Information and Specifications contained herein.

Bidder certifies that the prices quoted herein do not include Federal Excise Tax or any Federal, New York State or City Sales Tax and are not higher than prices charged to any governmental or commercial consumer for like merchandise and/or service; and all prices include shipping and freight charges to any Municipal building or site within the Town of Coeymans.

Signature

Print Name

Title

Date

BIDDERS ARE INVITED TO ATTEND BID OPENING

Bid No. 2023-002

**TOWN OF COEYMANS
NOTICE TO BIDDERS**

Sealed bids for “F 350 4X4 dump with 8,6 stainless V plow by Fisher and Fisher Polycaster 1.8 cubic yard sander”

for the Coeymans Town Highway Department will be received by the Office of the Town Clerk at 18 Russell Avenue, Ravena, New York, 12143 until 2:00 p.m. on October 5, 2023, at which time they will be publicly opened and read aloud.

Truck specs:

F350 DUMP BED WITH 7.3 L GAS ENGINE white cab with black dump bed

4X4 with snow plow package

Dual batteries

Dual alternator

14000lb GVWR

XL PACKAGE WITH 145” WHEEL BASE

RUNNING BOARDS

Bid instructions, specifications, and forms may be obtained from the Town website at www.coeymans.org or the Town Clerk’s office at the address stated above.

Sealed bid proposals must be received by Town Clerk by no later than **2:00 p.m. on October 5, 2023**. No electronically submitted bids will be accepted. All bids must be submitted on the bid forms provided.

The Town Board reserves the right to waive any informalities in the bid and to reject, in whole or in part, any or all bids.

Town Board of the Town of Coeymans
Candace McHugh, Town Clerk

**TOWN OF COEYMANS
BID SPECIFICATION**

**F 350 4X4 dump with 8,6 stainless V plow by Fisher and Fisher
Polycaster 1.8 cubic yard sander**

I. General Description

The Highway Department is seeking F 350 4X4 dump with 8,6 stainless V plow by Fisher and Fisher Polycaster 1.8 cubic yard sander. The identification or reference by brand name or model for any unit, component or equipment in these specifications is meant to convey to the potential bidder the type and quality of the product required and desired by the Town. Any unit, component or equipment which is of equal type and quality may be considered as such and may be acceptable to the Highway Department, upon agreement by the Highway Department to that fact. The decision of the Highway Department however, in such circumstance, is final.

The Highway Department will accept delivery at 1305 State Route 143, Coeymans Hollow, New York 12045.

The vehicle shall meet or exceed the construction and specifications set forth below. All equipment furnished as standard by the manufacturer loader shall be included, if not stated in the written specifications. Special items needed to bring the vehicle up to specifications or required to install, fit, or equip with cab and bucket loader shall be accepted only if they are the manufacturers regular or approved factory options.

II. General Requirements

Bids: Unless prices and all information requested are complete, bid may be disregarded and given no consideration. All prices and bids must be in ink or typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing the bid. All bids must be

signed with the firm's name and by a responsible officer or employee.

Submission of Bids: Each bid must be submitted on the prescribed form in a sealed envelope clearly marked “F 350 4X4 dump with 8,6 stainless V plow by Fisher and Fisher Polycaster 1.8 cubic yard sander “

for the Coeymans Town Highway Department and filed with the Office of the Town Clerk at 18 Russell Avenue, Ravena, New York, 12143 on or before 2:00 pm on October 5, 2023, at which time they will be publicly opened and read aloud. Information must be furnished complete in compliance with the terms, conditions, and provisions of the bid specifications. The information requested and the manner of submission are essential to permit prompt evaluation of all bids on a fair and uniform basis. Accordingly, the Town reserves the right to declare as non-responsive and reject any bid in which

material information requested is not furnished or where indirect or incomplete answers or information is provided. Bids shall be for the total net price including all applicable taxes and charges, delivered F.O.B., Town of Coeymans.

Bids and modifications or corrections thereof received after the closing time specified will not be considered. Note, no telephone, e-mail or facsimile of bids will be accepted. If a photocopy is to be submitted, it must be signed in original, in ink.

The Town reserves the right to accept and/or reject any and all bids and waive and formalities in the bidding procedures to the extent permitted by law and make the award as may be deemed in the best interest of the Town.

III. Vehicle Requirements/Specifications

The vehicle requirements/specifications are set forth below.

EQUIPMENT: Minimum or equivalent to these specifications:

F350 DUMP BED WITH 7.3 L GAS ENGINE white cab with black dump bed

4X4 with snow plow package

Dual batteries

Dual alternator

14000lb GVWR

XL PACKAGE WITH 145" WHEEL BASE

RUNNING BOARDS

DELIVERY MUST BE WITHIN 30 DAYS OF BID AWARD

IV. General Bid Specifications

Bid Form: Each bid shall be submitted on the required Bid Sheet. The Bid Compliance, Bid Exceptions, Non-Collusive Bidding Certificate and Iran Divestment Act Certification must be completed with each bid and must be signed by the same individual entering the bid. All bids or bidders not adhering to any of the requirements herein may be rejected.

Inspection: The Town reserves the right and shall be at liberty to inspect the vehicle and all equipment before and/or after award of the bid, and shall have the right to reject the vehicle, equipment, all materials and workmanship which do not conform to the specification provided; however, the Town is under no duty to make such inspection. If the inspection indicates that repairs are necessary for the intended use of the vehicle by the town, the bidder may be offered the option to perform the repairs at the bidder's expense prior to purchase by the Town. The Town's judgment of required repairs is not subject to negotiation or challenge.

Prior to delivery, the vehicle shall be completely serviced as necessary to assure proper operation and function.

All parts or attachments not specifically mentioned but necessary to complete the vehicle must be furnished and conform to the highest standards of quality and workmanship as intended in these specifications. The vehicle will be judged on performance, safety, features, ability to carry out Town's present operations, ease of operation and maintenance, driver's comfort, price and delivery date. These specifications shall be considered minimum unless otherwise stated. All variations from the stated specification must be clearly noted on the Bid Proposal.

Final inspection and acceptance of the vehicle for conformity with the specifications shall be made by the Town Highway Superintendent or such designated representative of said Town Highway Department.

Delivery: The delivery date or term within which the proposed item(s) will be delivered shall be stated in the space provided under Delivery Information. Failure by the successful seller to notify the Town of Coeymans immediately of any delivery beyond the stated date or terms is cause for said bidder to be held responsible for damages incurred as a result of an extended delivery time.

All equipment/material, spare parts and supplies shall be delivered F.O.B. destination, delivery charges prepaid.

Material and Equipment Specified by Name: Whenever any material or equipment is specified by patent or proprietary name or by the name of the manufacturer, unless stated differently, such specification shall be considered as if followed by the words "or acceptable equal", whether or not such words appear. The seller may offer material or equipment with equal or better qualities and performance in substitution for those specified which he considers would be in the Town's interest to accept. No verbal offers

for substitution will be acknowledged or considered from sellers, distributors, manufacturers or subcontractors. Any such offers shall be made in writing to the Highway Superintendent for his consideration with the submission of the proposal and the seller shall include sufficient data which, together with any other data the Town may require, will enable the Town to assess the acceptability of the material or equipment. Such acceptance by the Town shall not relieve the seller from full responsibility from the efficiency and quality and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name.

The identification of any brand name equipment by these specifications shall not relieve the seller from full responsibility to produce the products in accordance with any performance warranty and contractual requirements. The seller is responsible for notifying the Town of any inappropriate brand name, component and/or equipment identified in the specifications, and to propose a suitable substitute for consideration.

Bid Postponement and Amendment: The Town of Coeymans reserves the right to revise or amend the specifications up to the time set for opening the bids. Such revisions and amendments, if any, shall be announced by amendments to this solicitation. Copies of such amendments shall be furnished to all prospective sellers. Prospective sellers are defined as those sellers listed on the Town's bids list for this material, or who have obtained bid documents subsequent to the bid advertisement. If the revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening bids may be postponed by such number of days as in the opinion of the Town shall enable sellers to revise their bids. In any case, the bid opening shall be at least two working days after the last amendment, and the amendment shall include an announcement of the new date, if applicable, for the opening of bids.

Single Bid Response: If only one bid response is received, a detailed cost proposal may be requested of the sole bidder. An analysis, evaluation and/or audit of the costs may be performed in order to determine if the price is fair and reasonable.

Bid Withdrawal: After the bids are opened, bids may not be withdrawn for thirty (30) calendar days. Prior to the date/time set for the bid opening, however, bids may be modified or withdrawn by the Seller's authorized representative in person, or by written telegraphic notice. If bids are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the bid.

Award: The Town of Coeymans reserves the right to accept bids, award bids and/or not award bids; to reject any and all bids, to waive any informality in the bids, and to accept the bid that appears from all consideration to be for the best interest of the Town.

In determining and evaluating the best bid, the prices will not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the equipment/material offered, and the reputation of the equipment/material in general use will also be considered with any other relevant factors. The Highway Superintendent and/or the Purchasing Agent shall be the judges in the determination of these matters.

Notice of bid award, if bid be awarded, will be made within thirty (30) days of opening of bids to the lowest responsive and responsible seller, whose bid proposal complies with all the requirements in the bid specifications.

Title: Title to the vehicle and all equipment shall pass to the Town at the F.O.B. point designated under Delivery, subject to the right of the Town to reject upon inspection.

Acceptance and Payment: Acceptance shall be made at the time the vehicle and all equipment/material is operational and in proper working order as determined by and to the satisfaction of the Town of Coeymans. Acceptance of the equipment/material shall be determined on the basis of technical completeness, performance and adherence to the operational requirements and functions of the specifications.

Payment will be scheduled within thirty (30) days upon complete delivery and acceptance of all material/equipment and receipt of an original and one (1) copy of an invoice complying with the terms and conditions of the award. The Town reserves the right to withhold up to ten percent (10%) of the purchase price in the event there is a conditional acceptance. Non-compliance with any one of the following requirements shall constitute a conditional acceptance:

- a) Adherence to the general construction and performance specifications.
- b) Reasonable opportunity for vehicle and equipment/material inspection by Highway Superintendent and/or Town Purchasing Agent.
- c) Receipt of manuals (if applicable).

Warranty and Guarantee: If applicable, the manufacturer's standard warranty shall be provided for vehicle, equipment and materials including all parts and assemblies. Notwithstanding and in addition to the above, the seller shall guarantee the vehicle, equipment and materials including all parts and assemblies against defects in material and workmanship for a period of at least one (1) year after acceptance. Guarantee shall commence at the time of official acceptance by the Town. Where it is required to repair, replace, resurface, replant or to modify, alter, add or remove hardware, parts, components, or related accessories for the purpose of insuring proper appearance, performance or operation, such operations shall be done as required until such time as acceptable performance has been established. Seller shall be responsible for any costs related to repairs under the warranty and guarantee, including transportation from Highway Department to Seller's designated location for repair and transportation costs required to return the vehicle to the Highway Department.

New York Law: The Notice to Bidders and Bid Specifications shall be governed according to the laws of the State of New York.

V. Bid Sheet

“F 350 4x4 dump with 8’6” Stainless V plow by Fisher and Fisher polycaster 1.8 cubic yard sander”

- 1. Make: _____
- 2. Model: _____
- 3. Year: _____
- 4. Miles: _____
- 5. Delivery Date: _____
- 6. Service Location: _____

If the any equipment is not original equipment manufacturer (OEM), identify the make, model and year:

The vehicle shall include all standard equipment for the make, model and year. Additional equipment includes the following (attach any additional sheets):

I certify that all information provided with this Bid is true and accurate and that the equipment offered for sale is operational and in good repair, condition and working order:

Name of Bidder: _____

Address: _____

Telephone Number: _____

Email: _____

Signature of Authorized Representative: _____

Print Name: _____ Date: _____

VI. Bid Compliance with Specifications

Name of Bidder: _____

Minimum Specifications: Please highlight the met requirements on the list provided below:

-F350 DUMP BED WITH 7.3 L GAS ENGINE white cab with black dump bed

-4X4 with snow plow package

-Dual batteries

-Dual alternator

-14000lb GVWR

-XL PACKAGE WITH 145" WHEEL BASE

-RUNNING BOARDS

VIII. Bidder Information and Qualifications

All questions must be answered and the information given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets.

1. Legal Name of Bidder: _____

2. Doing Business Name: _____

3. Physical Address: _____

4. Mailing Address: _____

5. Phone _____

6. Email: _____

7. Business Entity Type: _____

- ___ Individual
- ___ Partnership
- ___ Corporation
- ___ Limited Liability Company

8. Tax ID No.: _____

9. Year Entity Organized: _____

10. Name of any Parent Entity: _____

11. Are you registered with the NYS Secretary of State to do business in NY? Yes / No.

12. Has the Bidder ever been determined to be a non-responsible bidder? Yes / No. If yes, explain on an attached sheet.

13. Has the Bidder or ever defaulted upon or failed to complete any contract awarded? Yes / No. If yes, explain on an attached sheet.

14. Has any owner or officer the Bidder ever been an owner or officer of some other organization that was determined to be a non-responsible bidder or who has defaulted or failed to complete a contract? Yes / No. If yes, explain on an attached sheet.

GENERAL MUNICIPAL LAW – SECTION 103-d

Non-Collusive Bidding Certificate

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 the penalty of perjury, that to the best of his knowledge and belief:

- (A) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, and for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor or potential competitor;
- (B) Unless otherwise required 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, competitor or potential competitor;
- (C) No attempt has been 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.

I hereby affirm, under the penalty of perjury, the foregoing statement is true:

Bidder Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the TOWN OF COEYMANS receive information that a person is in violation of the above-referenced certification, the TOWN OF COEYMANS will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the TOWN OF COEYMANS shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The TOWN OF COEYMANS reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Bidder Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____