

TOWN OF ULSTER HIGHWAY DEPARTMENT		
584 EAST CHESTER ST. BYPASS, KINGSTON, NY 12401		
PHONE: 845-338-0193 / FAX: 845-338-0728 / WEB www.townofulster.org		
BID NAME: (1) 9' Utility Body	BID NO. RFB-TOUH2010-05	-1 -

INVITATION TO BID AND NOTICE TO BIDDERS

DATE: JUNE 16TH, 2010

NOTICE IS HEREBY GIVEN THAT SEALED PROPOSALS ARE SOUGHT AND REQUESTED FOR THE FOLLOWING:

BID NAME: (1) 9FT UTILITY BODY INSTALLED
BID NUMBER: RFB-TOUH-2010-05

PLACE OF OPENING:
Town of Ulster Clerks Office
1 Town Hall Dr,
Lake Katrine, NY 12449

DATE OF OPENING: JULY 1ST, 2010

TIME OF OPENING: 2:00 P.M.

CONTACT PERSON: FRANK C. PETRAMALE
HIGHWAY SUPERINTENDENT
845-338-0193 email: fpetramale@townofulster.org

VENDORS **MUST** SUBMIT BID IN **SEALED** ENVELOPE.

PLEASE PRINT ON THE FACE OF **OUTSIDE/ MAILING** ENVELOPE:

- 1) NAME & ADDRESS OF BIDDER
- 2) BID NAME & NUMBER

It is the bidder's responsibility to read the attached Bid Specifications and GENERAL CONDITIONS.

Upon submission of bid, it is understood that the bidder has read, fully understands and will comply with said GENERAL CONDITIONS and specification requirements.

IMPORTANT NOTICE: Bid distribution - Copies of Bid Documents obtained from any source other than directly from Town of Ulster are not considered official copies. Only those vendors who obtain bidding documents from Town of Ulster Clerks Office or the Town of Ulster website are guaranteed to receive addendum information if issued. **If you have obtained this document from a source other than Town of Ulster or its website, it is recommended that you obtain an official copy.**

PLEASE RETAIN THE BID DOCUMENT FOR YOUR RECORDS

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BID NAME: (1) 9' Utility Body	BID NO. RFB-TOUH2010-05	-2 -

GENERAL CONDITIONS

BIDS

1. All proposals shall be made upon forms furnished by the Town of Ulster and shall be contained in sealed envelopes addressed to Town of Ulster, 1 Town Hall Drive Lake Katrine, NY 12449.

2. Form of proposal as issued by the Town of Ulster shall be completely filled in black ink or typed. No bid will be accepted which contains any changes, additions, omissions or erasures, unless otherwise stated.

3. Bidder must submit with bid detailed specifications, circulars and all necessary data on items he proposes to furnish. This information must show clearly that the item offered meets all detailed specifications herein. The Town of Ulster reserves the right to reject any bid if its compliance with the specifications is not clearly evident. If item offered differs from the provisions contained in these specifications such differences must be explained in detail, and bid will receive careful consideration if such deviations do not depart from the intent of these specifications and are to the best interests of the Town of Ulster..

4. All prices quoted must be "per unit" as specified; e.g., do not quote "per case" when "per dozen" is requested; otherwise, bid may be rejected.

5. Bidder must insert the price per unit and the extensions against each item in this bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions. If a price is written in numbers and alpha - the alpha will govern.

6. The prices submitted shall be exclusive of Federal and State taxes and must not include any tax for which the bidder may claim exemption because of doing business with the Town.

7. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted by the Town of Ulster.

8. Prices shall be net FOB any point in the County of Ulster, New York. Price quoted shall include all delivery costs.

9. Where a bidder is requested to submit a bid on individual items and/or on a total sum or sums, the right is reserved to award bids on individual items or on total sums. The Town reserves the right to award in whole or in part based on the lowest responsible bid.

10. All bids received after the time stated for the opening in the Notice to Bidders may not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the Town. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.

11. In all specifications, the words "or equal" are understood after each article giving manufacturer's name or catalog reference, or on any patented article. The decision of the Town as to whether an alternate or substitution is in fact "equal" shall be final. If bidding on items other than those specified, bidder must in every instance give the trade designation of the article, manufacturer's name, and detailed specifications of item he proposes to furnish, otherwise, bid will

be construed as submitted on the identical item as specified.

12. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, material, or equipment required and a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

13. If two or more bidders submit identical bids as to price, the decision of the Town of Ulster to award a contract to one of such identical bidders shall be final. (General Municipal Law, Sec. 103. sub. 1)

14. It is the responsibility of the bidder to offer a product that meets the specifications of the manufacturer model as listed.

The bidder must submit with his bid detailed specifications, circulars and all necessary data on the commodity to be furnished. If the commodity offered differs from the provisions listed, such differences must be explained in detail. Failure to submit any of the above data may result in rejection of the bid. The Town of Ulster however, reserves the right to request any additional information deemed necessary for the proper evaluation of bids.

15. See attached insurance requirements. Liability, workers compensation and disability coverage statements are required of all bidders. Automobile coverage is required from those who provide delivery. Bidders who use common carriers for delivery do not need automobile coverage statements.

16. In the event satisfactory bids are not received, the Town of Ulster reserves the right to consider alternative proposals containing deviations from specifications. Bidders shall explain in detail where such alternatives deviate from or qualify the terms of the proposal and specifications as issued.

17. Bidder must fill in all applicable spaces on bid form. All lines must have an indication of bidder's response whether it be "o", "N/A", "--", or a dollar figure. All lines must be filled in to indicate bidder's acknowledgment of the request.

Bids that do not have all applicable lines filled in on bid sheet may be disqualified as a non-responsive bid. We cannot assume there is "no charge" when lines are left empty.

18. The following two items will automatically render a bid unacceptable to Town of Ulster:

- a. Failure to sign bid proposal page.
 - b. Failure to include necessary bid deposit (if required).
- It shall be fully understood that any deviations from the inclusion of the above items will be grounds to see the bid as non-compliant and will not be considered for award.

19. Faxed bids will not be accepted.

20. The Town of Ulster reserves the right to purchase items included in these specifications on New York State Contracts, when available.

SAMPLES

21. Samples, when required, must be submitted strictly in accordance with instructions, otherwise, bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within ten (10) days of the request, or as directed, for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return and specifying the address to which they are to be returned provided they have not been used or made useless by tests. Award samples may be held for comparison

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BID NO. RFB-TOUH2010-05

-3 -

with deliveries. The Town will not be responsible for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the bidder at his expense. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and the Town shall have the right to dispose of them as its own property.

22. All window envelopes/mailers must conform to current U.S. Postal regulations. It is the responsibility of the supplier to be familiar and adhere to these regulations.

AWARD

23. The Town of Ulster reserves the right to reject any and all bids not deemed for the best interest of the Town and to reject as informal such bids, as in the opinion, they are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bids. By an unbalanced bid, it is meant one in which the amount bid for one or more separate items is substantially out of line with the current market prices for the materials and/or work covered thereby.

24. The Town of Ulster reserves the right to waive any informality or to reject any or all bids.

25. Awards will be made to the lowest responsive, responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.

26. No contract hereunder shall, either in whole or in part, be assigned, transferred, conveyed, sublet or otherwise disposed of to any other person, company or corporation unless approval is first obtained in writing from the Town of Ulster.

27. Should the successful bidder fail to meet a delivery date required by the specifications, the Town of Ulster may, cancel the order and terminate the contract. In such event, the Town will assume no responsibility for any expense or loss to the successful bidder because of such cancellation or termination.

28. Should any material or equipment delivered fail to meet the specifications, the Town, may require the vendor to replace the same with material or equipment which does meet the specifications and, at the vendor's expense, to remove the rejected material or equipment from wherever delivered or stored and in the event that such proper replacement and removal is not made by the vendor within 30 days, to cancel the order and terminate the contract, in which event the Town will assume no responsibility for any expense or loss to the vendor because of such cancellation or termination.

29. If the successful bidder fails to deliver within the time specified, or within reasonable time as interpreted by the Town, or fails to make replacement of rejected articles, when so requested, immediately or as directed by the Town, the Town may purchase from other sources to take the place of the item rejected or not delivered. The Town reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful bidder agrees to reimburse the Town promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity.

30. A contract may be canceled at the successful bidder's expense upon non-performance or poor performance of contract on ten calendar day's written notice to the successful

bidder.

31. Payments cannot be processed by Town facilities until contract items have been delivered in satisfactory condition and a properly completed Invoice has been submitted to the ordering agency by the contractor.

32. Extension of Prices - Political subdivisions and districts and others authorized by law including certain non-profit post secondary, secondary, and elementary educational institutions may participate in contracts resulting from this bid. Upon request, non-County agencies must furnish contractor(s) with the proper tax exemption certificate.

33. It should be noted that the extension of this contract to certain political subdivision and non-public elementary and secondary schools may cause the estimated quantities to vary considerably. However, the contractor must furnish all quantities actually ordered.

34. The Town of Ulster may require the successful bidder to confirm in writing, within ten days of the Town's request, that said bidder will perform the contract in accordance with its bid. The failure of the bidder to so confirm may result in the cancellation of the contract by the Town in its sole discretion.

35. Any errors in the bid award which are the fault of the Town must be forwarded, in writing, to the Town of Ulster within five (5) working days of the notification of award. No corrections will be made beyond that date. If errors on the part of the Town are discovered too late to be corrected we will issue a "no award" on those affected items and rebid or quote at a later date.

36. If a successful vendor exhibits a history of back orders or delayed deliveries the Town of Ulster reserves the right to rescind their award and to disqualify them from future bidding.

37. Any and all awards resulting from this bid shall be final and shall be for the complete term of the contract. No rescinding of awards will be made because of bidder error or inability to supply them.

38. Title shall not pass until items have been delivered to the Town and accepted by the requesting Department.

39. Executory Clause. It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the Town of Ulster and appropriated therefore, and the liability on account thereof shall be incurred by the Town beyond the monies available and appropriated for the purpose thereof.

40. The Town of Ulster reserves the right to extend the term of this contract for any length of time up to sixty (60) days beyond the time herein specified as the expiration date of this contract at identical terms and conditions. Written notice will be given to the contractor.

41. The Town of Ulster reserves the right to cancel this contract on 30 days written notice to the contractor(s).

DELIVERY

42. Delivery must be made in accordance with the instructions to bidders and specifications. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery. The decision of the Town of Ulster as to reasonable compliance with delivery terms shall be final.

43. The Town must be notified twenty-four (24) hours in advance of delivery.

The **Town** reserves the right to deny acceptance of delivery if this notice is not given, at no cost to the **Town**.

44. The Town will not accept any deliveries on Saturdays, Sundays or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency.

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BID NAME: (1) 9' Utility Body

BID NO. RFB-TOUH2010-05

-4 -

45. Items shall be securely and properly packed for shipment, storage and stocking in shipping containers and according to accept commercial practice, without extra charge for packing cases, baling, or sacks.

46. The successful bidder shall be responsible for delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The Town will note for the benefit of successful bidder when packages are not received in good condition. Carton shall be labeled with purchase order or contract number, successful bidder's name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

47. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the Town. The successful bidder will be required to furnish proof of delivery in every instance.

48. Unloading and placing of equipment and furniture is the responsibility of the successful bidder, and the Town accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the Town, and suppliers should notify their truckers accordingly.

49. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

- Contract Number and/or Purchase Order Number
- Name of Article
- Item Number (if applicable)
- Quantity
- Name of the Successful Bidder

50. Successful bidder may be requested to acknowledge, in writing, receipt of order.

51. No items are to be shipped or delivered until receipt of an official purchase order from the Ulster County Purchasing Department.

INSTALLATION OF EQUIPMENT

52. The successful bidder shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work the premises shall be left in a neat, unobstructed condition, and the buildings broom cleaned, and everything in perfect repair and order. Old materials are the property of the successful bidder unless otherwise specified.

53. Equipment, supplies, and materials shall be stored at the site only on the approval of the Town and at the successful bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.

54. Work shall be progressed so as to cause the least inconvenience to the Town and with proper consideration for the rights of other successful bidders or workmen. The successful bidder shall keep in touch with the entire operation and install his work promptly.

55. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.

56. Equipment for trade-in shall be dismantled by the successful bidder and removed at his expense. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in the specifications, except as affected by normal wear and tear

from use up to the time of trade-in. All equipment is represented simply "as is." Equipment is available for inspection only at the delivery point unless otherwise specified.

GUARANTEES BY THE SUCCESSFUL BIDDER

57. The successful bidder guarantees:

(a) His products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.

(b) To furnish adequate protection from damage for all work and repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.

(c) To carry adequate insurance to protect the Town from loss in case of accident, fire, theft, etc.

(d) That all deliveries will be equal to the accepted bid sample.

(e) That the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the Town. Any merchandise provided under the contract which is or becomes defective during the guarantee-period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such replacement immediately upon receiving notice from the Town.

SAVING CLAUSE

58. The successful bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the successful bidder and which by the exercise of reasonable diligence he is unable to prevent.

GOVERNING LAWS & RULES

59. Section 167b of the State Finance Law prohibits the purchase of tropical hardwood products. Any bid which included products containing tropical hardwoods shall be deemed non-responsive. Exceptions shall be from an approved source or sole source where no approved equal is available. Section 167b shall apply.

60. The Contractor shall comply with all the provisions of the laws of the Town of Ulster, the State of New York and of the United States of America which affect municipalities and municipal contracts, and more particularly the Labor Law, the General Municipal Law, the Workmen's Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Law, Rules and Regulations, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein. The bidder's special attention is called to those laws which are set forth below:

61. Section 103-d of the General Municipal Law of the State of New York which reads as follows:

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BID NAME: (1) 9' Utility Body

BID NO. RFB-TOUH2010-05

-5 -

1. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury;

Non-collusive bidding certification.

(a) 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 knowledge and belief;

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder 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 of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

2. The fact that a bidder

(a) Has published price lists, rates or tariffs covering items being procured,

(b) Has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or

(c) Has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the mean meaning of subparagraph one (a).

3. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and

where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

62. All vendors must comply with provisions of the Toxic Waste Right to Know Law and provide the Town with any and all information as required by law. All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.

63. Bids on equipment must be on standard new equipment of latest model and in current production, unless otherwise specified. All supplies, equipment, vehicles and materials must meet the provisions of the New York State Public Employee Safety and Health Act of 1980.

64. The form of non-collusion bidding certification following the form of proposal must be executed by the bidder and submitted with the proposal.

65. Bidders must complete attached Town of Ulster forms which include Information Sheet and Vendor Reference Sheet. These forms must be submitted with the proposal.

ADDENDA AND INTERPRETATIONS

66. No verbal interpretation of the intent of any of the specifications or other Contract Documents will be made before receipt of bids. Requests for interpretations prior to receipt of bids must be presented, in writing, to the Town of Ulster Town Clerk 1 Town Hall Drive Lake Katrine, NY 12449, and to be given consideration must be received by the **Town** at least seven (7) days prior to the date set for the opening of bids.

67. Any interpretation, and any additional information or instruction will, if issued, be in the form of a written Addendum sent to all holders of Contract Documents at the addresses furnished therefor, at least five (5) days prior to date set for the opening of bids.

68. Failure of any bidder to receive any Addenda shall not relieve such bidder from any obligation under this bid as submitted. All Addenda so issued shall become a part of the Contract Documents.

QUALIFICATIONS OF BIDDERS

69. The **Town** reserves the right to make such investigation as it may deem necessary or advisable to determine any bidder's ability to do the work, and the bidder shall furnish to the **Town**, on request, all data and information pertinent thereto. The County reserves the right to reject any bid if such investigation fails to satisfy the **Town** that the bidder is fully qualified to do the work. Financial instability of a bidder may be cause for non-award.

70. Conditional bids will be considered informal and will be rejected.

EXCEPTIONS TO GENERAL CONDITIONS

71. All of the above statements shall hold true to all bids unless superseded by specific information included in the General Specifications or Product Specifications in the bid document.

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BID NAME: (1) 9' Utility Body	BID NO. RFB-TOUH2010-05	-6 -

TOWN OF ULSTER STANDARD CONTRACT INSURANCE REQUIREMENTS
(For all contracts **EXCEPT** blasting, hazardous waste, bridges, and other specialties)

INSURANCE:

VENDOR shall not commence work under this Agreement until it has obtained all insurance required under the following paragraphs and until such insurance has been approved by the TOWN.

WORKERS' COMPENSATION AND DISABILITY INSURANCE:

VENDOR shall take out and maintain during the life of this Agreement, Workers' Compensation (WC) Insurance and Disability Benefits (DB) Insurance, for all of its employees employed at the site of the project, and shall provide to the Town of Ulster Certificates of Insurance evidencing this coverage. If VENDOR is not required to carry such insurance, VENDOR must submit form WC/DB-100, attesting to the fact that it is not required to do so.

WORKERS' COMPENSATION REQUIREMENTS: To assist the State and municipal entities in enforcing WCL Section 57, VENDORS seeking to enter into contracts with municipalities **MUST** provide ONE of the following forms to the government entity entering into a contract:

- **IF VENDOR IS REQUIRED TO CARRY COVERAGE & HAS AN OUTSIDE CARRIER**, submit Form C-105.2, "Certificate of Workers' Compensation Insurance" (the VENDOR'S insurance carrier will send this form to the government entity at VENDOR'S request). (**PLEASE NOTE:** The State Insurance Fund provides its own version of this form, the U-26.3)
- **IF VENDOR IS REQUIRED TO CARRY COVERAGE & IS SELF INSURED**, submit Form SI-12, "Certificate of Workers' Compensation Self-Insurance" (the VENDOR'S Group Self-Insurance Administrator will send this form to the government entity at VENDOR'S request).
- **IF VENDOR IS NOT REQUIRED TO CARRY COVERAGE**, submit Form WC/DB-100, "Affidavit For New York Entities With No Employees And Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required".

DISABILITY BENEFITS REQUIREMENTS: To assist the State and municipal entities in enforcing WCL Section 220(8), VENDORS seeking to enter into contract with municipalities **MUST** provide ONE of the following forms to the government entity entering into a contract:

- **IF VENDOR IS REQUIRED TO CARRY COVERAGE & HAS AN OUTSIDE CARRIER**, submit Form DB-120.1, "Certificate of Disability Benefits Insurance" (the VENDOR'S insurance carrier will send this form to the government entity at VENDOR'S request).
- **IF VENDOR IS REQUIRED TO CARRY COVERAGE & IS SELF INSURED**, submit Form DB-155, "Certificate of Disability Self-insurance" (the VENDOR must call the Workers Comp. Board's Self-Insurance Office at 518-402-0247).
- **IF VENDOR IS NOT REQUIRED TO CARRY COVERAGE**, submit Form WC/DB-100, "Affidavit For New York Entities With No Employees And Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required" (this form and the instructions for completing it are available for download from the link below).
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Form WC/DB-100 and the instructions for completing it are available on the Board's website, www.wcb.state.ny.us, under the heading "Common Forms." It may also be obtained by writing or visiting any District Office of the Workers' Compensation Board. Affidavits must be stamped as received by the NYS Workers' Compensation Board.

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BID NAME: (1) 9' Utility Body	BID NO. RFB-TOUH2010-05	-7 -

GENERAL LIABILITY INSURANCE:

The VENDOR shall take out and maintain during the life of the Agreement, such bodily injury liability and property damage liability insurance as shall protect it and the TOWN from claims for damages for bodily injury including accidental death, as well as from claims for property damage that may arise from operations under this Agreement, whether such operations be by VENDOR, by any subcontractor, or by anyone directly or indirectly employed by either of them. It shall be the responsibility of the VENDOR to maintain such insurance in amounts sufficient to fully protect itself and the TOWN, but in no instance shall amounts be less than those set forth below. The amounts set forth below establish the minimum acceptable levels of coverage.

Bodily injury liability insurance in an amount not less than \$1,000,000 (one million dollars) for each occurrence and in an amount not less than \$1,000,000 (one million dollars) general aggregate.

Property damage liability insurance in an amount not less than \$1,000,000 (one million dollars) for each occurrence and in an amount of not less than \$1,000,000 (one million dollars) general aggregate.

OTHER CONDITIONS OF COMMERCIAL GENERAL LIABILITY INSURANCE:

1. Coverage shall be written on Commercial General Liability form.
2. Coverage shall include:
 - A. Contractual Liability
 - B. Independent Contractors
 - C. Products and Completed Operations
3. Town of Ulster, 1 Town Hall Drive, Lake Katrine, New York, 12449 shall be added to the Commercial General Liability policy as "Additional Insured" and this insurance is primary and non-contributory with any other valid and collectable insurance.

AUTOMOBILE LIABILITY INSURANCE:

Automobile bodily injury liability and property damage liability insurance shall be provided by the VENDOR with a minimum Combined Single Limit (CSL) of \$1,000,000 (one million dollars).

OTHER CONDITIONS OF AUTOMOBILE LIABILITY INSURANCE:

1. Coverage Shall Include:
 - A. All owned vehicles
 - B. Hired car and non-ownership liability coverage
 - C. Statutory No-Fault coverage

LESSEE'S INSURANCE:

The Insurance Certificate must contain the following:

Town of Ulster 1 Town Hall Drive, Lake Katrine, NY 12449 must be listed as "Certificate Holder".

For automobile liability insurance, the lessee must show evidence of the following automobile liability coverage:

- Minimum of \$1,000,000 Combined Single Limit
- Town of Ulster, 1 Town Hall Drive, Lake Katrine, NY 12449 must be named as "Additional Insured" and this insurance is primary and non-contributory with any other valid and collectable insurance.
- For physical damage insurance, the lessee must show evidence of the following physical damage coverage: Comprehensive & Collision - maximum \$1,000.00 deductible
- Town of Ulster, 1 Town Hall Drive, Lake Katrine, NY 12449 must be named "Loss Payee".

TOWN OF ULSTER HIGHWAY DEPARTMENT		
584 EAST CHESTER ST. BYPASS, KINGSTON, NY 12401		
PHONE: 845-338-0193 / FAX: 845-338-0728 / WEB www.townofulster.org		
BID NAME: (1) 9' Utility Body	BID NO. RFB-TOUH2010-05	-8 -

The Lessee's insurance replaces the Automobile Liability Insurance section in the Town of Ulster Standard Contract Insurance Requirements when leasing out a TOWN vehicle. All other standard contract requirements remain the same.

PROFESSIONAL LIABILITY INSURANCE (e.g. MALPRACTICE INSURANCE)

PROFESSIONAL liability insurance in the amount of no less than \$1,000,000 (one million dollars)

If this box is checked, PROFESSIONAL liability insurance is required.

ADDITIONAL CONDITIONS OF INSURANCE:

1. VENDOR shall submit copies of any or all required insurance policies as and when requested by the TOWN.
2. If any of the VENDOR'S policies of insurance are canceled or not renewed during the life of this Agreement, immediate notice of cancellation or non-renewal shall be delivered to the TOWN no less than 10 days prior to the effective date and time of cancellation or non-renewal.

CERTIFICATE OF INSURANCE:

The VENDOR shall file with the Town of Ulster, prior to commencing work under this Agreement, a certificate of insurance.

1. Certificate of insurance shall include:
 - A. Name and address of Insured
 - B. Issue date of certificate
 - C. Insurance company name
 - D. Type of coverage in effect
 - E. Policy number
 - F. Inception and expiration dates of policies included on the certificate
 - G. Limits of liability for all policies included on the certificate
 - H. "Certificate Holder" shall be the Town of Ulster, 1 Town Hall Drive, Lake Katrine, NY 12402-1800.

2. If the VENDOR'S insurance policies should be non-renewed or canceled, or should expire during the life of this Agreement, the TOWN shall be provided with a new certificate indicating the replacement policy information as requested above. The TOWN requires thirty (30) days prior written notice of cancellation.

INDEMNIFICATION BY VENDOR:

The VENDOR agrees to protect, defend, indemnify and hold the TOWN of Ulster and its employees free and harmless from and against any and all losses, claims, liens, demands and causes of action of every kind or character, including claims, liens, debts, personal injuries, death (including claims or losses by or death of employees of the TOWN of Ulster or the VENDOR), and without limitation by enumeration, all other claims or demands of every character occurring or in any wise incident to, in connection with, or arising, directly or indirectly, out of this Agreement. The VENDOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims, demands or suits are groundless, false or fraudulent.

TOWN OF ULSTER HIGHWAY DEPARTMENT		
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PHONE: 845-338-0193 / FAX: 845-338-0728 / WEB www.townofulster.org		
BID NAME: (1) 9' Utility Body	BID NO. RFB-TOUH2010-05	-9 -

GENERAL SPECIFICATIONS

1.0 SCOPE

The purpose of this bid is to establish a price for the purchase and Installation of (1) 9ft Utility Body to be installed on a 2011 F-450 162" WB 60"CA Chassis as Specified below, for procurement by the Town of Ulster Highway Department.

2.0 BID OPENING TIME

Bid will be opened on **July 1st, 2010 at 2:00 P.M.** at the Town of Ulster Clerks Office 1 Town Hall Drive, Lake Katrine, N.Y. 12449

You are urged to mail your bid in early. **Late bids will not be accepted** and will be returned unopened to the vendor. Do not rely on overnight delivery services since they are very often unreliable.

3.0 METHOD OF AWARD

Items may be awarded in whole based on the lowest responsive, responsible bid. The bidder must state individual prices for all units bid. Upon Award, a Letter of Intent will be issued to the successful bidder, followed by a Purchase Order.

When there is a discrepancy between unit price and total price, unit price shall prevail.

It is understood by the parties that this agreement shall be executed only to the extent of the monies available to the Town of Ulster.

4.0 UNBALANCED BIDS

The Town reserves the right to reject any and all bids not deemed for the best interest of the Town and to reject as informal such bids, as in the Towns opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bids. By an unbalanced bid, it is meant one in which the amount bid for one or more separate items is substantially out of line with current market prices for the materials and/or work covered thereby.

5.0 RESCIND OF AWARD

After an award has been made by Purchasing, and all participating agencies notified, there will be a \$250.00 item charge to vendors who then discover a mistake in their bid award and want the award rescinded. It is costly for the Town to refigure bid awards, notify all agencies involved and change all our records.

TOWN OF ULSTER HIGHWAY DEPARTMENT		
584 EAST CHESTER ST. BYPASS, KINGSTON, NY 12401		
PHONE: 845-338-0193 / FAX: 845-338-0728 / WEB www.townofulster.org		
BID NAME: (1) 9' Utility Body	BID NO. RFB-TOUH2010-05	-10 -

Vendors should be more careful in figuring bids **prior to** submission. The vendor requesting a bid rescind will be billed by the Town. If the vendor does not pay the bill, the entire award may be rescinded and the vendor's responsibility will be questioned for future bids.

6.0 PERSONNEL IDENTIFICATION

All personnel must carry on their person Picture Identification i.e. Employee Identification badge, valid Driver's License, etc. while on Town property and promptly show Identification when requested by any Town employee. The Town representative reserves the right to reject and bar from the facility any employee hired by the Contractor for good and sufficient reason in the sole discretion of the Town.

7.0 ERRORS

Any errors in the bid award which are the fault of the Town must be forwarded, in writing, to the Town within five (5) working days of the notification of award. No corrections will be made beyond that date. If errors on the part of the Town are discovered too late to be corrected we will issue a "no award" on those affected items and re-bid or quote at a later date.

8.0 CONTRACT PERIOD

The Contract period will be from date of Award to satisfactory delivery and acceptance by Town. Contract extensions will be negotiated between the Town and the vendor, if necessary, to accommodate delays in the delivery.

See GENERAL CONDITIONS (Paragraph 40) for temporary extension of contract.

9.0 BID RESERVATIONS

Bids submitted shall remain in effect forty-five (45) days past the date of bid opening.

10.0 CANCELLATION CLAUSE

The Town reserves the right to cancel the contract at any time during the contract term by written thirty (30) day notice mailed to the address of vendor.

11.0 ASSIGNMENT OF CONTRACT/SUBCONTRACTING

No contract may be assigned, nor may any right, title or interest therein be assigned, transferred, conveyed, sublet or disposed of without the written consent of the Town of Ulster.

TOWN OF ULSTER HIGHWAY DEPARTMENT		
584 EAST CHESTER ST. BYPASS, KINGSTON, NY 12401		
PHONE: 845-338-0193 / FAX: 845-338-0728 / WEB www.townofulster.org		
BID NAME: (1) 9' Utility Body	BID NO. RFB-TOUH2010-05	-11 -

12.0 INSURANCE

The Awarded Contractor shall, at his own expense, maintain in effect at all times during the performance of the work under this contract at least the insurance coverage specified in the attached Standard Insurance requirements. The Awarded Contractor shall file with the Town, within ten (10) days of Award, evidence of insurance certifying the required coverage.

13.0 CERTIFICATION

The submission of this bid certifies that the bidder has read, is familiar with, and will comply with any and all segments of these specifications, to include but not limited to: Cover Letter, General Conditions, Insurance Requirements, Product Specifications and Conditions, Delivery and Backorder Requirements (as applicable).

14.0 NON COLLUSIVE STATEMENT

The submission of this statement certifies that 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 with or any competitor.

15.0 INDEMNIFICATION

To the maximum extent permitted by law and except to the extent caused by the sole negligence of Town of Ulster, the Contractor shall indemnify and hold harmless the Town of Ulster, its officers, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the facilities and/or services provided by or on behalf of the Contractor, including the content or nature of advertising.

In addition, the Contractor shall assume the defense of Town and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incident to such facilities and/or services, shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the Town on account of such litigation or claims, and shall satisfy any judgment rendered in connection therewith or pay or reimburse the Town of Ulster payment of any sums reasonable to settle such litigation or claims.

16.0 CONFLICT OF INTEREST

The Contractor, by entering into a contract with the Town to perform or provide services or materials, covenants that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest which conflicts in any manner or degree with the services or materials required to be performed and/or provided under the contract and that it shall not employ any person or agent having any such interests. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the Town of Ulster and take action immediately to eliminate the conflict.

TOWN OF ULSTER HIGHWAY DEPARTMENT		
584 EAST CHESTER ST. BYPASS, KINGSTON, NY 12401		
PHONE: 845-338-0193 / FAX: 845-338-0728 / WEB www.townofulster.org		
BID NAME: (1) 9' Utility Body	BID NO. RFB-TOUH2010-05	-12 -

17.0 GUARANTEED TIME OF DELIVERY - (30 Days) see below

18.0 NOTICE OF DELIVERY

The successful bidder must acknowledge, in writing, receipt of order and confirm the anticipated delivery date.

The Town must be notified twenty-four (24) hours in advance of delivery. The department contact is Highway Superintendent Frank C. Petramale at 845-338-0193 or email at fptramale@townofulster.org. The Town reserves the right to deny acceptance of delivery if this notice is not given. This notice is to be given to the ordering department at no charge to the Town.

Completed vehicles must be delivered to Town of Ulster Highway Complex, 584 East Chester St. Bypass Kingston, New York.

19.0 BACKORDERS - N/A

20.0 PRICE

Prices shall be net FOB any point in the Town of Ulster, New York. Price quoted shall include delivery costs.

All items are to be billed at the price in effect as of the date of the Purchase Order or at the time the order is placed, even if items are not delivered until after the end of the contract period.

21.0 PAYMENT

Payments cannot be processed by the Town of Ulster until contract items have been delivered in satisfactory condition with an invoice referring to the Purchase Order Number and mailed to "bill to" address indicated on the Purchase Order and completed Voucher.

22.0 EXTENSION OF PRICES - N/A

23.0 NYS CONTRACTS

The Town reserves the right to purchase items included in this bid from New York State Contracts when available.

TOWN OF ULSTER HIGHWAY DEPARTMENT		
584 EAST CHESTER ST. BYPASS, KINGSTON, NY 12401		
PHONE: 845-338-0193 / FAX: 845-338-0728 / WEB www.townofulster.org		
BID NAME: (1) 9' Utility Body	BID NO. RFB-TOUH2010-05	-13 -

24.0 REGULATIONS

All products must meet all applicable Local, State and Federal regulations.

25.0 BRAND NAME – N/A

26.0 INFORMATION TO BE FURNISHED WITH BID

It is the responsibility of the bidder to offer a product that meets the specifications of the manufacturer model as listed.

The bidder must submit with his bid detailed specifications, circulars and all necessary data on the commodity to be furnished. If the commodity offered differs from the provisions listed, such differences must be explained in detail. Failure to submit any of the above data may result in rejection of the bid. The Town, however, reserves the right to request any additional information deemed necessary for the proper evaluation of bids.

The bidder must indicate in the space provided, the manufacturer's name and the catalog references or model number of the item or items offered.

27.0 SAMPLES - N/A

28.0 WARRANTY

Unless otherwise stated in the Product Specifications standard limited warranty will be required of the manufacturer that shall be: (1) not less than ninety (90) days from the date of acceptance; (2) all defective parts and labor are the obligation of the contractor during this period.

29.0 GUARANTEE

The bidder guarantees that the item offered is standard new equipment. Unless otherwise stated in the Product Specifications, all items shall be guaranteed for a minimum period of one (1) year against defective parts and workmanship. If defects occur during this time, the defective equipment shall be replaced or corrected by the contractor without cost to the Town except where it shall be clearly shown that the defect is due to misuse and not to faulty manufacture.

30.0 QUANTITIES

The contract, however, shall be for the quantities actually ordered during the contract period. It should be noted that the extension of this contract to certain political subdivision and non-public elementary and secondary schools may cause the estimated quantities to vary considerably. However, the contractor must furnish all the quantities actually ordered.

TOWN OF ULSTER HIGHWAY DEPARTMENT		
584 EAST CHESTER ST. BYPASS, KINGSTON, NY 12401		
PHONE: 845-338-0193 / FAX: 845-338-0728 / WEB www.townofulster.org		
BID NAME: (1) 9' Utility Body	BID NO. RFB-TOUH2010-05	-14 -

31.0 QUALIFICATION OF BID

Any qualification of a bid such as requiring that a specific quantity must be purchased or any other restriction that is placed on the Town by the vendor will be considered an Exception to the Bid and the bid may be rejected by the Town.

32.0 COMPLETION OF REQUIRED INFORMATION

Bidder must fill in all applicable spaces on bid form. All lines must have an indication of bidder's response whether it be "Yes", "NO",—"or a dollar figure. All lines must be filled in to indicate the bidder's acknowledgment of the request. The information must be in typed figures or use black ink, printed legibly.

Bids that do not have all applicable lines filled in on bid sheet may be disqualified as a non-responsive bid.

33.0 ALTERNATE PROPOSALS

In the event that satisfactory bids are not received, the Town of Ulster reserves the right to consider alternative proposals containing deviations from the Towns specifications. Bidders shall explain in detail where such alternatives deviate from or qualify the terms of the proposal and specifications as issued.

34.0 SUSPENSION AND DEBARMENT

By submission of this bid and signing bid form, bidder certifies that its organization, its principals and any sub-recipients are not currently suspended or debarred from doing business with the New York State or Federal Government.

35.0 PREVAILING WAGE RATES - N/A

36.0 MATERIAL SAFETY DATA SHEETS

Vendor must submit Material Safety Data Sheets with Bid on all applicable products.

TOWN OF ULSTER HIGHWAY DEPARTMENT 584 EAST CHESTER ST. BYPASS, KINGSTON, NY 12401 PHONE: 845-338-0193 / FAX: 845-338-0728 / WEB www.townofulster.org		
BID NAME: (1) 9' Utility Body	BID NO. RFB-TOUH2010-05	-15 -

NOTICE

LEGAL PUBLICATIONS FOR BIDS - 2009

PLEASE BE ADVISED THAT FOR THE YEAR 2009 THE TOWN OF ULSTER WILL PUBLISH ALL PUBLIC BIDS IN THE FOLLOWING NEWSPAPER BY DIRECTIVE OF THE TOWN OF ULSTER TOWN BOARD.

THE KINGSTON DAILY FREEMAN

It is the responsibility of the prospective bidders to read these publications and contact the Town of Ulster Clerks Office to obtain bid specifications.

Town of Ulster Clerks Office

1 Town Hall Dr.

Lake Katrine, New York

Phone: 845-382-2455

Fax: 845-382-1050

Web: www.townofulster.org

TOWN OF ULSTER HIGHWAY DEPARTMENT

584 EAST CHESTER ST. BYPASS, KINGSTON, NY 12401

PHONE: 845-338-0193 / FAX: 845-338-0728 / WEB www.townofulster.org

BID NAME: **(1) 9' Utility Body**

BID NO. **RFB-TOUH2010-05**

-16 -

**PLEASE RETURN THE FOLLOWING SHEETS
ONLY**

TOWN OF ULSTER HIGHWAY DEPARTMENT		
584 EAST CHESTER ST. BYPASS, KINGSTON, NY 12401		
PHONE: 845-338-0193 / FAX: 845-338-0728 / WEB www.townofulster.org		
BID NAME: (1) 9' Utility Body	BID NO. RFB-TOUH2010-05	-17 -

VENDOR NAME: _____

Specifications

BIDDERS MUST CIRCLE YES OR NO WHETHER OR NOT THEY COMPLY WITH THE SPECIFICATIONS. THEY MUST ALSO EXPLAIN ANY AND ALL DEVIATIONS FROM THE SPECIFICATIONS. DIFFERENCES MUST BE EXPLAINED IN DETAIL ON A SEPARATE SHEET OF PAPER MARKED "DEVIATIONS OF SPECIFICATIONS." In order for their proposal to receive full consideration. Bidders shall furnish complete manufacturers literature and detailed specifications with their proposal. The use of manufacturer's names and/or model numbers is strictly for the purpose of indicating the quality of those materials required.

Installation completion time frame

The installation of the Body, and all components and accessories as stated below are to be **completed within 30 business days** once the chassis is delivered to the awarded bidder. A \$100 per unit per day credit will be deducted from the awarded bid for failure to comply with this requirement unless there is an agreement with the Town of Ulster Superintendent of Highways and the awarded bidder. If unable to complete in **(30) days** please indicate estimated days (___) needed for completion.

Meets above specifications----- Yes No

General:

Bidder is a Franchised Dealer for the Body Manufacture that is being bid.

Meets above specifications----- Yes No

Bidder maintains a full service repair shop facility within 60 miles of the Town of Ulster Highway Complex

Meets above specifications----- Yes No

(1) Set of Service and Parts Manuals both Printed and disc to be provided if available

Meets above specifications----- Yes No

Body is to meet or exceed all specifications as a **Stahl CST110CVDT48.5 Utility Body** with all standard features.

Meets above specifications----- Yes No

TOWN OF ULSTER HIGHWAY DEPARTMENT		
584 EAST CHESTER ST. BYPASS, KINGSTON, NY 12401		
PHONE: 845-338-0193 / FAX: 845-338-0728 / WEB www.townofulster.org		
BID NAME: (1) 9' Utility Body	BID NO. RFB-TOUH2010-05	-18 -

VENDOR NAME: _____

Body is to prime/painted and clear coated. Paint to match Ford (forest green metallic)

Meets above specifications----- Yes No

Body is to have Top Pack kit on both curb and street side

Meets above specifications----- Yes No

Rear lights to be installed in both end caps Red/Yellow/White (1) each per end cap.

Meets above specifications----- Yes No

Bumper to be a recessed type no lights and painted to match body.

Meets above specifications----- Yes No

10,000 lb 2" receiver type hitch to be installed with a combination 2- 5/16" ball and pindle hook, D-rings and 7 round pin type electrical connection included

Meets above specifications----- Yes No

Body to have 5-year warranty

Meets above specifications----- Yes No

Back up alarm to be installed

Meets above specifications----- Yes No

Mud flaps to be installed

Meets above specifications----- Yes No

TOWN OF ULSTER HIGHWAY DEPARTMENT		
584 EAST CHESTER ST. BYPASS, KINGSTON, NY 12401		
PHONE: 845-338-0193 / FAX: 845-338-0728 / WEB www.townofulster.org		
BID NAME: (1) 9' Utility Body	BID NO. RFB-TOUH2010-05	-20 -

VENDOR NAME: _____

BID PRICING SHEET

9ft Utility Body

Year, Make & Model of Body _____

TOTAL COST OF PURCHASE AND INSTALLATION, AS PER SPECIFICATION;

\$ _____ EACH

Any deviations in the specifications must be so noted in the bidder's offer. Attach proposal if necessary.

VENDOR NAME: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

PHONE NUMBER: _____

TOWN OF ULSTER HIGHWAY DEPARTMENT		
584 EAST CHESTER ST. BYPASS, KINGSTON, NY 12401		
PHONE: 845-338-0193 / FAX: 845-338-0728 / WEB www.townofulster.org		
BID NAME: (1) 9' Utility Body	BID NO. RFB-TOUH2010-05	-21 -

VENDOR NAME: _____

REFERENCE SHEET

All bidders will be required to complete this form providing three (3) references of past performance. References should involve projects and/or service situations of similar size and scope to this bid. References must have had dealings with the Bidder within the last thirty-six (36) months. The Town reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the Bidder before the actual award of the bid and/or contract. Completion of the reference form is required.

The Town of Ulster or any of its departments may be listed as an additional reference, but may not be substituted for any of the three required references.

1) Reference Name: _____
 Address: _____

 Telephone: _____ Contact Person: _____
 Contract Date: _____

2) Reference Name: _____
 Address: _____

 Telephone: _____ Contact Person: _____
 Contract Date: _____

3) Reference Name: _____
 Address: _____

 Telephone: _____ Contact Person: _____
 Contract Date: _____

TOWN OF ULSTER HIGHWAY DEPARTMENT		
584 EAST CHESTER ST. BYPASS, KINGSTON, NY 12401		
PHONE: 845-338-0193 / FAX: 845-338-0728 / WEB www.townofulster.org		
BID NAME: (1) 9' Utility Body	BID NO. RFB-TOUH2010-05	-22 -

ADDRESS SHEET

MAIL BID TO:

VENDOR NAME: _____

ADDRESS: _____

CONTACT: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

ONLY if different -
MAIL PURCHASE ORDER TO:

ADDRESS: _____

TELEPHONE: _____ FAX: _____

CONTACT: _____ E-MAIL: _____

ONLY if different -
MAIL PAYMENT TO:

ADDRESS: _____

TELEPHONE: _____ FAX: _____

CONTACT: _____ E-MAIL: _____

IN ACCORDANCE WITH THE TOWN OF ULSTER INSURANCE REQUIREMENTS (CHECK ONE):

I certify that my company will deliver by common carrier

I certify that my company will deliver by owned or leased vehicles

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PHONE: 845-338-0193 / FAX: 845-338-0728 / WEB www.townofulster.org		
BID NAME: (1) 9' Utility Body	BID NO. RFB-TOUH2010-05	-23 -

VENDOR NAME: _____

ASSUMED NAME CERTIFICATION

*If the business is conducted under an assumed name, a copy of the certificate required to be filed under the New York general business law must be attached.

ASSUMED
NAME: _____

If the bidder is an individual, the bid must be signed by that individual; if the bidder is a corporation, by an officer of the corporation, or other person authorized by resolution of the board of directors, and in such case a copy of the resolution must be attached; if a partnership, by one of the partners or other person authorized by a writing signed by at least one general partner and submitted with the bid or previously filed with the Town of Ulster.

"The submission of this constitutes a certification that no Town of Ulster Officer has any interest therein. (Note: In the event that any Town of Ulster Officer has any such interest, the full nature thereof should be disclosed below.)"

AUTHORIZED SIGNATURE

PRINT NAME

TOWN OF ULSTER HIGHWAY DEPARTMENT		
584 EAST CHESTER ST. BYPASS, KINGSTON, NY 12401		
PHONE: 845-338-0193 / FAX: 845-338-0728 / WEB www.townofulster.org		
BID NAME: (1) 9' Utility Body	BID NO. RFB-TOUH2010-05	-24 -

THIS PAGE MUST BE COMPLETED

VENDOR ORGANIZATION INFORMATION

VENDOR NAME: _____

TYPE OF ENTITY: CORP. _____ PARTNERSHIP _____ INDIVIDUAL _____

DBA: _____

FEDERAL EMPLOYEE ID #: _____ OR SOCIAL SECURITY #: _____

DATE OF ORGANIZATION: _____

IF APPLICABLE: DATE FILED: _____ STATE FILED: _____

If not a publicly owned Corporation:

CORPORATION NAME: _____

LIST PRINCIPAL STOCKHOLDERS: (5% of outstanding shares)

LIST OFFICERS AND DIRECTORS:

NAME

TITLE

If a partnership:

PARTNERSHIP NAME: _____

LIST PARTNERS NAME(S):

TOWN OF ULSTER HIGHWAY DEPARTMENT		
584 EAST CHESTER ST. BYPASS, KINGSTON, NY 12401		
PHONE: 845-338-0193 / FAX: 845-338-0728 / WEB www.townofulster.org		
BID NAME: (1) 9' Utility Body	BID NO. RFB-TOUH2010-05	-25 -

CERTIFICATION AND SIGNATURE FORM

AFFIDAVIT OF NON-COLLUSION

NAME OF BIDDER: _____ PHONE NO.: _____
EXT: _____

BUSINESS ADDRESS: _____ FAX NO.: _____

I hereby attest that I am the person responsible within my firm for the final decision as to the prices(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s), nor the amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by an firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

8. By submission of this bid I certify I have read, am familiar with and will comply with any and all segments of these specifications.

The person signing this bid, under the penalties of perjury, affirms the truth thereof.

Signature & Company Position

Date Signed

Print Name & Company Position

Federal I.D. Number

Company Name

