NOTICE TO BIDDERS

PLEASE TAKE NOTICE THAT separate, sealed proposals for the furnishing and delivering of a Vibroscreen SCM-40 Portable Screener or equivalent will be received by the Town of Lockport at the Town Hall, 6560 Dysinger Rd., Lockport, NY 14094, until Monday, July 10th, by 10:00 a.m., at which time and place the bids will be publicly opened and read.

Specifications and Bid Packages may be obtained at the Office of the Town Clerk, 6560 Dysinger Road, Lockport, NY 14094, during regular business hours from 8:30 A.M. to 4:00 P.M. Specifications may also be obtained at www.elockport.gov.

Dated: JUNE 30, 2025

Judith Newbold
TOWN CLERK, TOWN OF LOCKPORT

TOWN OF LOCKPORT

One New Vibroscreen SCM-40 Portable Screener or equivalent

BID DOCUMENTS

2025

INFORMATION FOR BIDDERS

READ ALL DOCUMENTS CONTAINED IN THE BID SPECIFICATIONS

1. DATE AND PLACE FOR DELIVERING BIDS

Bids will be received by Judith Newbold, Town Clerk, Town of Lockport, at the Town Hall, 6560 Dysinger Road, Lockport, NY 14094, not later than the time and date specified in the legal advertisement for this bid. The person, firm, or corporation making such proposal shall submit it in a sealed envelope to the above, or her duly designated representative at the place herein mentioned on or before July 10th, at 10:00 a.m., and the envelope shall be endorsed on its face with the name of the person, firm or corporation making such proposal, the date of its presentation, and the title of the services: "Vibroscreen Portable Screener Bid".

2. AWARDING OF CONTRACT

Pricing for all awarded items must remain valid for 30 days from bid opening.

3. PROPOSAL PAPERS

All bid prices must be listed on the attached "Bid Form" and must be signed by the bidder or a partner or officer thereof. Bid prices indicated by the vendor on this signed bid are firm; we will not accept revisions to any prices, nor will we be responsible for price increases incurred by the vendor due to any economic issues, outside sources, or otherwise. Each proposal shall contain a properly executed "Non-Collusive Bidding Certification" as required by Section 103(d) of the General Municipal Law. The necessary for is provided herein for each proposal.

4. BID FORM RESPONSES/BID BOUND OR DEPOSIT:

INTENTIONALLY OMMITTED

5. WRITTEN EXPLANATIONS

Should a Bidder find discrepancies in, or omissions from the specifications or other contract documents, or should they be in doubt as to their meaning, they should at once notify Judith Newbold, Town Clerk, 6560 Dysinger Road, Lockport, NY 14094. No oral interpretations shall be made to any bidder as

5. WRITTEN EXPLANATIONS

Should a Bidder find discrepancies in, or omissions from the specifications or other contract documents, or should they be in doubt as to their meaning, they should at once notify Judith Newbold, Town Clerk, 6560 Dysinger Road, Lockport, NY 14094. No oral interpretations shall be made to any bidder as to the meaning of any of the contract documents, or be effective to modify any of the provisions of the contract documents.

If any change or clarification is provided, it will be done by the Town in written form and provided to each prospective bidder which has obtained a bid package. Any request must be made at least five (5) days prior to the date of the bid opening. If no change or clarification is given, the bid documents shall remain unchanged without explanation or change, and the request or notification shall have no effect on the bid documents. If the Town provides a written response, it shall constitute an addendum to the bid documents.

6. TYPE OF BID

This is a competitive bid request as required under the Town Law and the General Municipal Law. If alternative bids are sought, the Town will determine which alternative(s) to accept in its discretion.

7. PRICE AND CONDITIONS

Bid prices shall be FOB destination freight included and shall include all transportation, dealer preparation charges, inspection fees and delivery charges. Bidders shall be responsible for the accuracy of their bid prices and for compliance with the requirements of the specifications. In the event a discrepancy exists in the bids between the prices quoted in words and in figures, the words shall control.

8. MINIMUM REQUIREMENTS

The Specifications included in this Bid Package are meant to be Minimum Requirements. Where Manufacturer's names are mentioned, they mean only that or equivalent. Equivalent shall be interpreted to mean equal to or superior to the item designated. The Town shall make the determination on whether this criterion has been met.

9. SAVE HARMLESS

The seller agrees to protect and save harmless the purchaser from all costs, expense or damage arising out of alleged infringement of patents.

10. INSURANCE

Intentionally Omitted

11. WARRANTY

All items and materials purchased normally covered by manufacturers or dealer warranty and/or guarantee must be included with the bid. In addition, the person or entity whom the contract for bid is granted shall warrant and guarantee that the material/equipment offered is standard new and unused equipment, of regular stock product and in current production, and includes all parts regularly used with this type of equipment; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Further, bidder warrants and guarantees, in addition to manufacturer's warranty, all equipment for a period of 1 year from date of delivery.

If, during this period, such faults develop, the unit(s) or part(s) affected shall be replaced without any cost to the Town. When the manufacturer's standard guarantee for the complete unit or any component thereby exceeds the above, the longer guarantee period shall apply.

12. TOXIC SUBSTANCES CONTROL ACT (if applicable)

Seller warrants that each and every chemical substance delivered under a purchase order that may be issued by the Town of Lockport shall at the time of sale, transfer, or delivery be on the list of chemical substances compiled and published by the Administration of the Environmental Protection Agency, pursuant to Section 8 of the Toxic Substances Control Act (Public Law 94-4691).

13. AWARD OF BID AND ITS EFFECT

The award bid will be a Notice of Award, signed by a duly authorized representative of the Town.

14. DETERMINATION OF LOW BIDDER

Except where the Town Board exercises the right to reject any or all proposals, a contract, if awarded, will be to the lowest responsive/responsible bidder who meets all the terms of the specifications.

15. EXTENDED WARRANTY

If the manufacturer offers warranty coverage beyond the basic warranty period, the bidder shall indicate if such an extended warranty is applicable. If extended warranty coverage is available, the bidder shall furnish information fully describing the extent of coverage and shall also indicate the cost of such coverage. NOTE: This is for informational purposes only and will not be considered in the award of bid.

16. RESPONSIBILITY OF CONTRACTOR:

The contractor shall be responsible for the delivery, inspecting, adjusting, and testing of all equipment together with comprehensive, preventative, and corrective maintenance procedures, and with conforming in all respects with the Contract terms.

17. QUALIFICATIONS OF BIDDER:

Bids will only be accepted from established manufacturers or their authorized dealers. In the event a dealer submits a bid, the dealer shall guarantee that he/she is an authorized dealer of the manufacturer and the manufacturer has agreed to supply the dealer with the equipment offered in the proposal. Further, the dealer agrees to submit a certificate from the manufacturer acknowledging that he/she is an authorized dealer, if so requested.

18. EQUIPMENT PURCHASES:

The bid price shall include all delivery, and any other charges that may be associated with said purchases. The Town shall only deal with the vendors actually submitting the bid AND supplying the material, service, or equipment described in the attached specifications. Furthermore, the Town shall only make payments directly to the vendor awarded a contract as a result of that vendor submitting a valid bid, being deemed the

successful vendor and awarded a contract. The Town shall not make partial or prepayments of any kind.

19. TAX ON MATERIALS:

The Town of Lockport is a municipal entity and is fully exempt from sales and use taxes. The contractor shall be responsible for obtaining necessary tax form, including New York Department of Taxation and Finance form ST-120.1.

20. FAILURE TO PERFORM:

Should the equipment fail to perform as advertised at any point within the timeframe of the guarantee, the vendor shall, at its own expense, and at the Town of Lockport's option, repair, or replace said equipment. Should the vendor fail to make the equipment operable within a reasonable amount of time as determined by the Town, the vendor agrees to remove the equipment and refund the Town of Lockport prorated amount proportionate to the period of use in good working order as a percentage of the expected life of the equipment.

21. JUDGMENT/LEGAL FINDINGS:

By submitting this bid for consideration, the vendor affirms that they currently have no judgments or other legal findings nor have any pending judgments or other legal findings against the company or any of its executives, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of this bid. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the Town of Lockport.

22. NON-APPROPRIATIONS CLAUSE

In accordance with New York State General Municipal Law, the Town of Lockport will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the vendor agrees to hold the Town harmless for any contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance of Notice of Award by the Town.

23. COMPLIANCE:

The product furnished shall be in accordance with current standard published data book specifications, requirements, recommendations and options of the respective manufacturer in addition to conforming to the detailed specifications and shall conform to all federal and state regulations in effect at the time of delivery.

24. STANDARD AND OPTIONAL EQUIPMENT:

All standard equipment which is normally provided by the manufacturer shall be furnished unless such items are expressly deleted or are specified to be other than standard. When optional equipment is specified, all components listed in the manufacturer's data book as being included with the option shall be furnished.

25. CONDITION UPON DELIVERY:

The product shall be delivered to the Town in new condition, without visual or mechanical defects.

26. OPERATORS MANUALS:

The contractor shall furnish at least one (1) operator's and maintenance handbook including (a) handbook(s) for any furnished special equipment. No payments shall be made until all manuals are received by the Town.

27. ADVERTISING:

Except for inconspicuous identification plates, serial numbers, precautionary instruction decals, etc., no name, trade mark, decal or other identification other than the manufacturers shall be applied to the vehicle.

28. INDEMNIFICATION:

The Contractor agrees to the fullest extent of the law:

a) that except for liability caused solely by or resulting solely from the negligence of the Town of Lockport, the Contractor agrees to indemnify and hold harmless the Town of Lockport, its officers, employees and agents from and against any and all liability, damage, claims, demands,

costs, judgments, fees, attorney's fees, or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor or third parties under the direction or control of the Contractor; and

b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the Agreement and to bear all other costs and expenses related thereto.

29. EXECUTION OF CONTRACT/TIME OF DELIVERY:

The Contract shall be executed within 10 days after the Notice of Award of Bid. The delivery of equipment shall be made not more than 90 days after the Notice of Award of Bid.

SPECIFICATIONS

SPECIFICATIONS FOR PURCHASE OF VIBROSCREEN SCM-40 PORTABLE SCREENER OR EQUIVALENT.

BRAND NAMES AND SPECIFICATIONS ARE USED TO IDENTIFY THE SPECIFICATIONS OF THIS BID. EQUIVALENT EQUIPMENT WHICH MEETS OR EXCEEDS THE SPECIFICATIONS ARE ACCEPTABLE. EQUIVALENT DOES NOT MEAN EXACT MATCHES, BUT MUST, AS DETERMINED BY THE TOWN, BE EQUAL TO OR SUPERIOR TO THE SPECIFIED EQUIPMENT IN CAPABILITY, WORKMANSHIP AND QUALITY, AND MUST PERFORM ALL OF THE REQUIREMENTS OF THE SPECIFIED EQUIMENT.

GENERAL

This specification describes the minimum requirements for one (1) new and unused Vibroscreen SCM-40 Portable Screener or equivalent. Delivered for use by the Town of Lockport.

All equipment and components and combinations thereof as offered shall be compatible and approved for the intended application by the equipment manufacturer.

THE BID PRODUCT MUST BE:

MODEL: Vibroscreen SCM-40 Portable Screener or equivalent.

*If any specification is answered "No", an explanation must be provided. A "No" answer may disqualify bid, unless equivalent. If equivalent, EACH EQUIVALENT to an itemized specification must be ATTACHED AND FULLY EXPLAINED.

SPECIFICATIONS FOR VIBROSCREEN SCM-40 PORTABLE SCREENER OR EQUIVALENT

		Yes	No
1.	Vibroscreen SCM-40 Portable Screener		
2.	Maximum single load: Up to 3 cubic yards		
3.	Average cycle time: 30 seconds		
4.	Productivity - up to 100 cu. Yds per hour	-	*******
5.	2 Shaker Head Decks, Reversible and Vibrating		
6.	Forward and reverse hydraulic control valves	d arandras	
7.	Quick Screen change feature, with add. 3/4" screen		-
8.	Total Screening Area: 71" x 82" (40 sq. ft.)	*******	
9.	Hitch Type: Adjustable Pintle Hook		-
7.	Axle Type: Single Axle, Double Wheels		
8.	No Suspension		
9.	Electric Brakes		
10.	Hydraulic Landing Gear		
11.	Included with Lights and Mud Flaps	***************************************	
	Engine Manufacturer: Perkins		
13.	Engine Type: Diesel, vertical, water cooled		
	Engine Tank Size: 84 liters (22 gal.)	***************************************	
	Fuel Autonomy: Up to 15 hours		*******
	The state of the s		

16.	Power: 33 HP		
17.	Number of cylinders: 3		
18.	Engine Cold Starting Aid: Glow Plug		
19.	Electric Starter Included		
20.	Alternator Included		
21.	Wings Plates Extensions: Lateral Conveyor		
22.	Hydraulic Grizzly: Spill Board		
23.	Flexmat Screen: Air Brake		
24.	Gross Weight: 12,000 lbs (5,450 kg)		
25.	Tongue Weight: 3,300 lbs (1,500 kg)		-
	Hydraulic Control Valves: Shakerhead (forward- erse), Front Jack Cylinder, Axle Cylinder		***************************************
27.	Hydraulic Cooling: Hydraulic Cooler		
28.	Equipment Warranty: 12 months		
29.	Loading Height: 9'-11"		
30.	Hopper Width: 9'-4"		
31.	Underneath Capacity, bucket width: 9'-6"		
32.	Total Height on Wheel - 10'-9"		***************************************
	Total Length - 20'-3"		
	Total Width - 8'-0"		
J.	TOTAL WIACH O O		

GENERAL CONDITIONS

PRICE

The bid price for the equipment includes all customs duties and charges and is net F.O.B. Town of Lockport Highway Garage, 6560 Dysinger Road, Lockport, NY 14094, includes all costs

associated with providing and delivering the equipment and accessories as specified in the contract documents.

DELIVERY/TIME

Equipment must be delivered within 45 days of the award of the bid strictly in accordance with the contract documents and shall be ready for use upon delivery.

WARRANTIES

Warranties shall be set forth in the Information for Bidders.

CONFORMANCE TO DATA BOOK SPECIFICATIONS:

The equipment shall be in accordance with current standard published data book specifications, requirements, recommendations, and options of the respective manufacturers in addition to conforming to all Federal and State Regulations.

STANDARD EQUIPMENT:

All items of standard equipment which are normally provided by the manufacturer shall be furnished unless such items are expressly deleted or are specified to be other than standard. When optional equipment is specified, all components listed in the manufacturer's data book, as being required with that option, shall be furnished. Bidder certifies that all components of base item and its options are available, compatible and included in its bid for each item.

ADVERTISING:

Except for inconspicuous identification plates, serial number plates, instruction plates, etc., no name, trade mark, decal, or other identification, other than that of the manufacturer, shall be applied to the vehicle.

IDENTIFICATION OF EQUIPMENT DEALERS AND INSTALLERS SHALL NOT BE ATTACHED TO THE VEHICLE. SPLASH GUARDS SHALL BE PLAIN (WITHOUT LETTERING). EQUIPMENT MUST BE DELIVERED IN CONFORMANCE WITH THIS PROVISION.

MANUALS:

Owner's manuals shall be included with the vehicle. Maintenance, parts, and operational manuals plus parts list may be ordered from vendor's price list(s).

NON-COLLUSIVE BIDDING CERTIFICATION

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

NAME	OF	FIRM:									
		•	Individual	or	Name	of	Firm	or	Corporat	ion	
MAII	ING	ADDRES	S:							<u> </u>	
CITY	/ST	ATE/ZIP	:								
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DATED:			
BID FORM			
NEW VIBROSCREEN SCM-40 PORTABLE SCREENER OR EQUIVALENT.			
PROPOSAL FORM FOR BID to be publicly opened and read on the date and time indicated in the Notice to Bidders.			
By signing and submitting this bid for consideration by the Town of Lockport, the vendor acknowledges that they have read, understand, and agree to all aspects of the specifications as presented without reservation or alteration.			
Bids must be submitted in a sealed envelope plainly marked as to its contents.			
The undersigned proposes to furnish the following, in accordance with the attached specifications, to the Town of Lockport at the price(s) shown in accordance with the contract documents.			
NAME OF FIRM:			
MAILING ADDRESS:			
CITY/STATE/ZIP CODE:			
TELEPHONE NUMBER:			
FAX NUMBER:			
BY: Signature of Representative (Blue or other non-black ink required), Title			
BY: Signature of Representative (PRINTED)			
Signature of Representative (PRINTED)			
FEDERAL TAX ID #:			

E-MAIL ADDRESS:

PRICES ARE BID FOR THE EQUIPMENT AS DESCRIBED IN THE SPECIFICATIONS OR EQUIVALENT.

ALL THE FOLLOWING I	MOST DE LITTED	TN:		
MAKE/MFR.:				
MODEL/DESCRIPTION:				
		\$		
		'	e written in nu	umbers)

DO NOT SEPARATE CONTRACT FROM BID DOCUMENTS TOWN OF LOCKPORT

NEW VIBROSCREEN SCM-40 PORTABLE SCREENER OR EQUIVALENT CONTRACT AND AGREEMENT

THIS AGREEMENT, made this day of, 2024,	
between the TOWN OF LOCKPORT, hereinafter called the Owner,	
party of the first part, and	,
hereinafter called the Contractor, party of the second part:	
WITNESSETH: That the parties to these presents each in	
consideration of the undertakings, promises and agreements on	
the part of the other herein contained, hereby agrees as	
follows:	

- I. The Contractor, at his own sole cost and expense, shall furnish and deliver the equipment and materials included under the specifications. He will complete, finish and deliver the same in every respect to the satisfaction and approval of the Owner, in the manner and within the time hereinafter limited, and in strict accordance with the Notice to Bidders, Information for Bidders, Bid Form, Specifications, General Conditions of the contract, and all other materials contained in this Bid Package, which contract documents are hereby made a part of this contract and agreement as fully as if the same were repeated at length herein.
- II. The Owner, in consideration of the faithful performance by the Contractor of all and singular his covenants, promises and agreements contained herein, agrees to pay the

Contractor for the full completion by him of the work, merchandise and materials embraced in this contract, in the manner and with the time herein specified and limited, and to the satisfaction and approval of the Owner, the price or prices stipulated in the said proposal hereto attached, such payment to be made at the times and in the manner and upon the conditions herein expressly provided.

- III. Payment will be made within 30 days of submission of a valid voucher, after delivery in accordance with the specifications incorporated herein and acceptance by the Owner.
- IV. In the event any dispute should arise between the parties hereto which cannot be resolved by them, arising by reason of the provisions of the contract, or by reason of any circumstance not covered by the contract, either party hereto may submit the same to the Supreme Court of the State of New York for a determination thereof. Venue shall be Niagara County.
- V. If the bid was awarded for equipment equivalent to that specified, the equivalent equipment information submitted with the bid is incorporated in and forms a part of this contract.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the said parties hereto have caused this instrument to be signed by their respective duly constituted officers, attested and sealed pursuant to proper resolutions.

1 OW IV	OF LOCKPORT
Ву:	
	Mark C. Crocker, Town Supervisor
CONT	RACTOR
By:	
	(Title)
By:	
	(Title)



Federal Home Loan Bank

NEW YORK

Irrevocable Stand-By Letter Of Credit

Date: June 27, 2025

No: 202506260025

Town of Lockport Mark Crocker, Supervisor 6560 Dysinger Road Lockport, NY 14094

Ladies and Gentlemen:

At the request and for the account of Manufacturers and Traders Trust Company (the "Customer"), and in order to facilitate certain transactions between the Customer and third parties, the Federal Home Loan Bank of New York (the "Bank") hereby establishes in favor of you, as beneficiary, its irrevocable stand-by Letter of Credit ("LOC"), numbered as set forth above, whereby, subject to the below terms and conditions, the Bank authorizes you to draw on the Bank, in one or more drawings, up to an aggregate of US \$3,500,000.00 (the "Credit Amount"), at any time from the date hereof until the close of the Bank's business on July 15, 2025, or on any earlier date on which this LOC is terminated as herein provided (the "Expiration Date").

Funds under this LOC are available to you following your presentation to the Bank, on a day upon which the Bank is open for business (a "Business Day") prior to the Expiration Date, the original of this LOC and of your written drawing certificate prepared in the form of Exhibit A included in the Bank's LOC Guide. Upon each payment made by the Bank hereunder, the Credit Amount shall be automatically reduced by the amount of such payment. Rules governing the Bank's specific responsibilities with regard to the time of presentment are included in the Bank's LOC Guide.

If a drawing certificate presented by you does not conform in any instance to the terms and conditions of this LOC, the Bank shall give you notice to that effect, stating the reasons therefore and that the Bank is holding such drawing certificate at your disposal or is returning the same to you, as the Bank may elect. Any attempt to correct any such non-conformance by submitting a corrected drawing certificate shall be treated as a new drawing certificate.

Presentation of your drawing certificate, delivery of all notices to the Bank required hereunder and other communications with respect to this LOC must be made at the Bank's offices at 101 Park Avenue, New York, New York 10178, Attention: Vice President and Director, Member Services Operations. Such presentation of your drawing certificate or other communications shall be deemed given only when actually received by the Bank and shall be mailed or delivered to the Bank, or (except with respect to presentation or other required delivery of the original of this LOC) may be sent to the Bank by telecopier to (212) 949-0651. The original of any such document delivered by telecommunication shall be delivered to the Bank on or before the next Business Day after such telecommunication.

If requested, payments under this LOC may be made by wire transfer of immediately available funds to such account as is designated in your drawing certificate. If no such request is made, payment shall be made by a check drawn by the Bank and mailed to your address as indicated above. Except as otherwise herein provided, only you may make a drawing under this LOC. The Bank may accept or pay any drawing certificate signed or issued by any administrator, trustee in bankruptcy, debtor in possession, assignee for benefit of creditors, liquidator, receiver, conservator, or similar representative of you as beneficiary of this LOC. This LOC may be terminated by the delivery to the Bank of your written Consent thereto, substantially in the form of Exhibit B contained in the Bank's LOC Guide. Any such Consent must be accompanied by the original of this LOC. This LOC is issued subject to the International Standby Practices 1998 and, to the extent not inconsistent therewith, by Article 5 of the Uniform Commercial Code as in effect in the State of New York. This LOC is not transferable except with the express written consent of the Bank. Requests for such transfer shall be substantially in the form of Exhibit C contained in the Bank's LOC Guide.

This LOC sets forth in full the undertaking of the Bank. Except as otherwise herein provided, this LOC shall not be modified, amended or amplified except by writing executed by the Bank and by you or your successor or permitted transferee.

Sincerely,

FEDERAL HOME LOAN BANK OF NEW YORK

By:

Sean Hughes

Title:

Credit Operations Manager