

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 10<sup>th</sup>, 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](http://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**

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 10<sup>th</sup>, 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](http://www.elockport.gov).

Dated: JUNE 30, 2025

Judith Newbold  
TOWN CLERK, TOWN OF LOCKPORT

## **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 10<sup>th</sup>, 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

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, or slightly used (less than 50 hours) 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 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 or slightly used (less than 50 hours) 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 special equipment furnished. 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 EQUIPMENT.

#### GENERAL

This specification describes the minimum requirements for one (1) new and/or slightly used (under 50 hours) 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		
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	—	—
12. Engine Manufacturer: Perkins	—	—
13. Engine Type: Diesel, vertical, water cooled	—	—
14. Engine Tank Size: 84 liters (22 gal.)	—	—
15. Fuel Autonomy: Up to 15 hours	—	—
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)	—	—
26. Hydraulic Control Valves: Shakerhead (forward-reverse), 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"	—	—
33. Total Length - 20'-3"	—	—
34. Total Width - 8'-0"	—	—

## 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.
- 2) 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
- 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.

NAME OF FIRM: \_\_\_\_\_  
Individual or Name of Firm or Corporation

MAILING ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

BY: \_\_\_\_\_  
Signature of Representative of Firm or Corporation (blue or other non-black ink)

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)

FEDERAL TAX ID #: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

SPECIFICATION CHECKLIST FILLED OUT Y or N

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

ALL THE FOLLOWING MUST BE FILLED IN:

MAKE/MFR.: \_\_\_\_\_

MODEL/DESCRIPTION: \_\_\_\_\_

\$ \_\_\_\_\_  
(Price written in numbers)



**DO NOT SEPARATE CONTRACT FROM BID DOCUMENTS**

**TOWN OF LOCKPORT**

**NEW OR SLIGHLY USED (UNDER 50 HOURS) VIBROSCREEN SCM-40 PORTABLE  
SCREENER OR EQUIVALENT**

**CONTRACT AND AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2025,  
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.

TOWN OF LOCKPORT

By: \_\_\_\_\_  
Mark C. Crocker,  
Town Supervisor

CONTRACTOR

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)