

CITY OF SHERRILL

**377 Sherrill Rd.
Sherrill, N.Y. 13461
Telephone: (315) 363-2440
Fax: (315) 363-0031**

BID DOCUMENTS

**USED COMPACT TELEHANDLER
2024**

WILLIAM VINEALL, MAYOR

COMMISSIONERS:

JOSEPH SHAY
BECCA PICCOLA

KEVIN SAYLES
CHRIS NILES

BRANDON LOVETT, CITY MANAGER

MICHAEL D. HOLMES, CITY CLERK

TINA WAYLAND-SMITH, CITY ATTORNEY

JIM WHITCOMBE, POWER AND LIGHT SUPERINTENDENT

CITY OF SHERRILL
NOTICE & INSTRUCTIONS TO BIDDERS

It is the City of Sherrill's (OWNER) intent that this specification generally describes the Used Compact Telehandler the City of Sherrill is looking to acquire.

BID REQUEST: Used Compact Telehandler

1. Proposal Submission: Proposal must be completed in ink or typewritten. Proposal and all supporting instruments must be submitted to: **Sherrill City Clerk Sherrill City Hall 377 Sherrill Rd. Sherrill, NY 13461 by 11AM, January 22nd, at which time they will be publicly opened and read aloud at City Hall.** They shall be submitted in a sealed envelope labeled **Used Compact Telehandler** Any proposal received after the specified time will be returned to the bidder unopened. **THE CITY IS NOT RESPONSIBLE FOR TIMELY RECEIPT OF PROPOSALS.**
2. Description of Project:
 - a. See attached.
 - b. The contractor is strongly encouraged to speak to Jim Whitcombe to make inquiries or discuss further.**
3. Bid Prices: Shall be good for sixty (60) days from opening of bids.
4. Delivery: Vendor must deliver unit at no additional cost within twenty (20) days of bid award.
5. Unequal Bidding: The bid requests both unit and lump sum pricing. Units are based upon estimated quantities. The OWNER retains the sole right to adjust units as necessary to meet project needs. **Unequal bidding of items may be justification to disqualify a bidder.**
6. Interpretation of Contract Documents: If any person contemplating submitting a bid for the proposed contract is in doubt as to the meaning of any part of the specifications, he may submit to the City Manager a written request for an interpretation thereof, prior to forty-eight (48) hours of the opening of the bids. The person submitting any request will be responsible for its prompt delivery. Any interpretation of the contract document will be made by an addendum and a copy of such an addendum will be mailed or delivered to each person receiving the document. The Owner will not be responsible for any other explanation of interpretation of the contract documents.
7. Acceptance of Bids: The OWNER reserves the right to accept or reject any or all bids and to waive any informalities or irregularities in bids.
8. Indemnification: The Contractor will indemnify the City of Sherrill for any damage or cost to which it may be put by reason of injury to the person or property of another resulting from negligence or carelessness in the performance of the work under this contract or in failure to comply with any provision of the contract.
9. Insurance: Requirements listed on attached

GENERAL SPECIFICATIONS

I. RIGHT OF INSPECTION

The Vendor permits the Power and Light Superintendent, his assistants, inspectors and properly authorized people to inspect the Compact Telehandler prior to awarding bid.

**BASE BID SCOPE OF EQUIPMENT
USED COMPACT TELEHANDLER**

- **2021 or newer**
- **Less than 1500 hours**
- **18' - 20' lifting height**
- **5,000 lbs. lifting capacity**
- **Enclosed cab**
- **In cab heat**
- **In cab air conditioning**
- **2 & 4-wheel steering**
- **Lifting forks**
- **1.7 cubic yard bucket attachment**
- **4'x8' safety work platform attachment**

Optional: Reverse camera and sensing equipment

For questions or further information please contact:

Jim Whitcombe, Power and Light Superintendent
(315) 427-7206
sherrillpower@sherrillny.org

CITY OF SHERRILL
INSURANCE AND WARRANTY INFORMATION

The Contractor and each subcontractor, at his own expense, shall procure and maintain, until final acceptance by the Owner of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the state covering all operations under the Contract whether performed by the Contractor or by subcontractors. **The City of Sherrill shall be named as an additional insured.** Before commencing the work, the Contractor and each subcontractor shall furnish to the Owner two (2) certificates of insurance for each of the kinds of insurance required satisfactory in form to the Owner showing that the Contractor and each subcontractor has complied with this Section. The policies and certificates shall provide that the policies shall not be changed or cancelled until fifteen (15) days after written notice to the Owner. Property damage insurance must in all instances include coverage for explosion, collapse, and underground operations. (X C U hazards).

A. Liability and Property Damage Insurance. Unless otherwise specifically required, each policy with limits of not less than:

Bodily Injury & Property - Damage Liability	\$1,000,000 Any One Occurrence
Bodily Injury & Property - Damage Liability	\$2,000,000 General Aggregate (other than products & completed operations)
Aggregate Limit of Liability -	\$3,000,000 Products of completed operations Aggregate
Personal & Advertising Injury -	\$1,000,000 Any one person or organization subject to the General Aggregate Limit
Medical Payments -	\$5,000 Any one person subject to the BI & PD occurrence and general aggregate limits of liability.
Fire Damage Liability -	\$50,000 Any one fire subject to the BI & PD occurrence and general aggregate limits of liability.

For all damages arising during the policy period shall be furnished in the following specified types:

1. Contractor's Liability Insurance issued to and providing coverage to the Contractor for liability for damages imposed by law upon the Contractor with respect to all work performed by him under the Contract.
2. Contractor's Liability Insurance issued to and providing coverage to each subcontractor for liability for damages imposed by law upon each subcontractor under the Contract.
3. Contractor's protective Liability Insurance issued to and providing coverage to the Contractor for liability for damages imposed by law upon the Contractor with respect to all work under the contract performed for the Contractor by subcontractors.

4. Protective liability insurance issued to and providing coverage for the owner for all liability for damages imposed by law upon the owner with respect to all operation under the contract by the Contractor or by his subcontractors, including omissions and supervisor acts of the owner.
 5. Contractual liability insurance issued to and providing coverage to the owner for liability imposed by contract upon the owner for work performed on private land with respect to all operations under the contract by the contractor or by his subcontractors.
 6. Completed operations liability insurance issued to and provided coverage to the Contractor for liability for damages imposed by law upon the Contractor and each subcontractor arising between the date of the certificate of completion of the work and the date of expiration of the guarantee.
- B. Automobile insurance: Automobile public liability and property damage insurance covering all claims against the contractor, each subcontractor, and the owner, as a result of work under the contract, shall be provided by the contractor in the following amounts:
- Bodily Injury Liability or Property Damage Liability Combined Single limit - \$2,000, 000 per accident.
- C. The Contractor and his subcontractors shall comply with the Workers' Compensation Law and shall provide compensation insurance to protect the Contractor, his subcontractors and the Owners from and against all workers' compensation claims arising from performance of the work under this contract.

SECURITY AND GUARANTEE

The vendor guarantees the equipment furnished under the contract against any defects in workmanship or materials for a period of thirty (30) days following the date of delivery. Under this guarantee, the Contractor agrees to make good without delay, at their own expense, any failure of any such parts due to faulty or failure of any such equipment to successfully perform as designed shall make good any repairs.

BID SHEET
CITY OF SHERRILL USED COMPACT TELEHANDLER
PER SPECIFICATIONS

ITEM

BID PRICE

YEAR/BRAND/MODEL SPEC: _____ FIGURE: _____

WORDS _____

THIS FORM MUST BE SUBMITTED WITH THE BID

BID SHEET
CITY OF SHERRILL USED COMPACT TELEHANDLER

VENDOR: _____

STREET ADDRESS: _____

CITY/STATE: _____

VENDOR: _____ DATE _____
(Authorized Signature)

PRINT AUTHORIZED NAME: _____

TELEPHONE/ FAX NUMBERS: _____

EMAIL: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

THIS FORM MUST BE SUBMITTED WITH THE BID

BID SHEET
CITY OF SHERRILL USED COMPACT TELEHANDLER
PER SPECIFICATIONS

NON-COLLUSIVE BIDDING CERTIFICATION

(See General Municipal Law Section 103 – d)

By submission of this bid, the Bidder and each person signing on behalf of the Bidder, certify under penalty of perjury that to the best of their 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 the 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. To attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition.

The foregoing statement is affirmed as true under penalty of perjury.

Name _____

Title _____

Date: _____

For the Bidder _____

(Corporate Seal, if any)

(If no seal write “No Seal” across this place and sign).

THIS FORM MUST BE SUBMITTED WITH THE BID