Village of Round Lake

Notice to Bidders

The Village of Round Lake, County of Saratoga, State of New York, is requesting sealed bids to purchase an Aluminum Rescue Boat and Trailer or “Equivalent” for the Village of Round Lake in accordance with Specification No. 20201, Aluminum Rescue Boat and Trailer or “Equivalent”.

Sealed bids must be submitted to the Village Office at Village of Round Lake, PO Box 85, 49 Burlington Avenue, Round Lake, NY 12151-0085, before 10:00 am, on Monday, December 14, 2020, at which time the bids will be publicly opened and read. Bids must be submitted in a sealed envelope with “Aluminum Rescue Boat and Trailer or Equivalent Bid” and the specification number clearly written on the face of the envelope.

Each bid must contain a non-collusion certificate and a hold-harmless clause. Corporations submitting bids shall be authorized to do business in the State of New York. No bidder may withdraw their bid within 45 days of the actual date of the bid opening.

Bid specifications and forms may be obtained at the Village Office, 49 Burlington Ave, Round Lake, New York, between 9:00 am and 3:00 pm, Monday through Thursday, or online at www.roundlakevillage.org. Questions can be directed to the Treasurer, Jessica Max, at 518-899-2800 or treasurer@roundlakevillage.org, or to the Fire Chief, Frank Mazza, at 518-899-2511 or chief@rlfd.org.

The Village reserves the right to reject any and all bids, to waive any and all information, and the right to disregard all non-conforming, non-responsive or conditional bids.

Dated: November 19, 2020
Village of Round Lake

Spec. No: 20201

Aluminum Rescue Boat and Trailer or “Equivalent”

Date of Issue: November 19, 2020

GENERAL SPECIFICATIONS

The issuing agency is the Village of Round Lake. This document outlines the terms and conditions, and all applicable information required for submitting a bid. Bidders should pay strict attention to the bid submission date and time to prevent disqualification. To ensure compliance with the bid requirements and to prevent possible disqualification, bidders should follow the format and instructions contained in this document. Failure to include all required information and/or required signatures may result in the Bidder being deemed “non-responsive”. Required documentation to be submitted with this bid is a properly completed bid form, non-collusion form, hold-harmless form, and acknowledgement of any issued addendum.

The Village of Round Lake shall thoroughly review the requirements of the bid as well as all contractor requirements to ensure bid/contract compliance.

Bidders are requested to retain this specification for future reference in connection with the items listed.

SCOPE

The purpose of these specifications is to outline the minimum acceptable specifications for an Aluminum Rescue Boat and Trailer or “Equivalent” for the Village of Round Lake.

BIDS

Each bid must be submitted on the official form furnished by the Village of Round Lake. All blank spaces in the bid form must be completed and no change shall be made to the phraseology of the bid.

Bids that are illegible or that contain any erasures, alterations, additions, or irregularities of any kind may be rejected as informal.

Bidders may propose equivalent alternatives, but these must be listed as such. It is the Bidder’s responsibility to provide proof that the alternative meets or exceeds specifications. The Village of Round Lake will be the sole judge of equivalency of alternative proposals.

Each bid package shall be sealed in a clearly marked envelope with all required literature,
explanation and forms.

INQUIRES

All inquiries concerning the bid will be addressed to:

Village of Round Lake
PO Box 85
49 Burlington Avenue
Round Lake, New York 12151-0085
518-899-2800 (phone)
518-899-1501 (fax)
treasurer@roundlakevillage.org
chief@rlfd.org

All questions should be submitted in writing, citing the particular bid section and paragraph number by Monday, December 7, 2020, to be considered. Prospective contractors should note that all clarifications and exceptions including those relating to the terms and conditions of the contract are to be resolved before the award of the bid. Answers to all questions of a substantive nature will be given to all contractors in the form of a formal addendum that will be annexed to and become part of the bid award.

BID SUBMISSION

Bids must be prepared in conformance with the guidelines described in this request. Each bidder must mail or deliver prior to 10:00 am, Monday, December 14, 2020, an original bid and one (1) copy to:

PO Box 85
49 Burlington Avenue
Round Lake, New York 12020-0085

To submit, the bid and all copies must be in a sealed envelope labeled “Aluminum Rescue Boat and Trailer or Equivalent”. No late bids will be opened and shall be considered non-responsive. The Village does not take responsibility for late deliveries from US Postal Service, UPS, FedEx, or any other delivery service.

PRICE

Prices quoted shall be net and shall include all costs associated with the purchase of the Aluminum Rescue Boat and Trailer or “Equivalent” including but not limited to, warranty, delivery, etc.
AWARD

The Village Board reserves the right to accept any alternate bid not significantly altering the bid specifications. Further, the Village Board reserves the right to reject any and all bids, to waive any and all information, the right to disregard all non-conforming, non-responsive or conditional bids and to use NYS or other Municipal Contracts for the procurement of the item if it becomes available.

The contract, if awarded, will be to the lowest responsive/responsible bidder(s) in part or in whole who meet(s) all the terms of the specifications. The Village guarantees no minimum or maximum purchases or contracts as a result of award of this bid. The Village reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between the Village and the vendor. Additionally, the Village reserves the right to purchase any goods or services included as a part of this bid from any means legally available to it at any time.

INFORMATION TO BE FURNISHED WITH THE BID

The Bidder must submit with their bid detailed specifications, brochures, and all necessary data on the Aluminum Rescue Boat and Trailer or “Equivalent” proposed to be provided. If the Aluminum Rescue Boat and Trailer or “Equivalent” offered differs from the specifications, such differences must be explained in detail and the bid will receive careful consideration if such deviations do not depart from the intent of this specification and are in the best interest of the Village as interpreted by the Village of Round Lake.

GUARANTEE WITH THE BID

The Bidder must provide a bid deposit in the amount of 100 dollars. The Bidder must supply the Village with the standard warranty associated with the Aluminum Rescue Boat and Trailer or “Equivalent”.

DELIVERY

The Aluminum Rescue Boat and Trailer or “Equivalent” should be delivered to the Village no later than June 1, 2021.

PAYMENT TERMS

Upon final completion and acceptance of the Aluminum Rescue Boat and Trailer or “Equivalent”, the Village will pay the Bidder the amount owed pursuant to the bid in the Village’s next scheduled cash disbursement payment cycle.
LAWS AND REGULATIONS

The Bidder agrees to comply with all federal, state and local laws and regulations that may affect the cost, progress, performance and furnishing of the work and equipment related to this project.

MISCELLANEOUS

The Village is committed to a policy of equal opportunity and does not discriminate against vendors on the basis of age, sex, sexual orientation, race, color, creed, religion, ethnicity, national origin, disability, marital status, familial status, veteran status or any other basis protected under federal, state and local laws, regulations, and ordinances.

All vendors/contractors must disclose the name of any officer, director or agent who is also an employee of the Village. Further, all vendors/contractors must disclose the name of any Village employee who owns, directly or indirectly, an interest of 10% or more in the company or any of its subsidiaries or affiliates. There shall be no conflicts in existence during the term of any contract with the Village. The existence of a conflict shall be grounds for termination of the contract.

TAX PROVISIONS

Purchases made by The Village of Round Lake are not subject to state or local taxes or federal excise taxes. The official Village of Round Lake purchase order or voucher for materials, equipment and supplies is sufficient evidence to qualify the transaction exempt from sales tax under Section 116(a)(1) of the Tax Law.

QUALIFICATIONS OF BIDDERS

The Village of Round Lake reserves the right to reject any bids where qualifications, financial standing, equipment, personnel or facilities of the bidder or any subcontractor are not satisfactory.

- Any bidder proposing to subcontract any operation must submit a listing of their own facilities, including number of personnel and equipment, plus a letter from any proposed subcontractor containing the following information:
  - certification that he/she is aware he/she has been named as a proposed subcontractor;
  - a statement that he/she is capable of fulfilling the operations for which he/she has been named as a subcontractor in complete accordance with the specification;
  - a complete listing of his/her facilities, equipment and number of personnel. The Village reserves the right to inspect the Bidder’s facility and perform such investigations as may be deemed necessary.
- Failure of the Bidder to submit the required letter(s) may be cause for rejection of bid.
- After an award has been made, there shall be no sub-contracting allowed without written consent of the Village other than the operations that have been approved and specified in the award.
- No contract will be awarded except to responsible bidders capable of providing the goods requested or performing the class of work contemplated. Before the award of contract, any bidder is required to show that he/she has the necessary facilities, experience, ability, and financial resources to perform the work in a satisfactory manner and within the time stipulated. If the contract contains items for material or work, the character of which will depend upon the contractor’s skill or experience, he/she is required to show proof that he/she has a satisfactory record of similar work performed of materials furnished. Bidders will be required to furnish The Village of Round Lake with sworn statements as to their experience.

DECISION OF THE VILLAGE OF ROUND LAKE

In any event, the decision of the Village, regarding the qualifications of bidders or subcontractors to accomplish the contract, shall be final.

PRIOR PERFORMANCE

No bid shall be accepted from or contract awarded to any person who is in arrears to the Village, upon debt or contract, or who is in default as surety or otherwise upon any obligation to the said Village, nor shall a bid be accepted or contract awarded to any contractor whose performance of any previous contract was unsatisfactory.

NON-PERFORMANCE

If the Contractor fails at any time performing work required by this contract within the time limits specified, the Village shall have the right to terminate the contract upon ten (10) business days of written notice to the Contractor.

INSPECTION/EVALUATION

The Village or its authorized representative reserves the right to inspect the Aluminum Rescue Boat and Trailer or “Equivalent” provided by the Contractor and the Aluminum Rescue Boat and Trailer or “Equivalent” provided must be to the sole satisfaction of the Village. If the Aluminum Rescue Boat and Trailer or “Equivalent” is not satisfactory, as determined by the Village, the Contractor must correct the deficiency accordingly at no additional cost to the Village.

EQUIVALENCE

The bid specifications, as set forth, are intended to be descriptive and the Village will consider bids from any vendor who can meet, or exceed, the specifications listed in the bid as they relate to quality, durability, and performance. Deviations will not disqualify a bid where deviations are minor and do not affect quality, durability, or performance. Any such deviations from bid specifications must be explained on the Vendor’s bid submissions. The Village’s decision will be final in any case where a product is to be considered as equal to the specifications.
ADHERENCE TO SPECIFICATIONS

The entire bid is understood to be in accordance with the specifications and this Bid, unless the Bidder explains otherwise in detail. The Village of Round Lake reserves the right to request clarification and additional information where deemed necessary.

DECISION OF THE VILLAGE DESIGNATED REPRESENTATIVE OF THE VILLAGE

To prevent all disputes and litigation, it is further agreed by and between the parties to this Bid that the Village Designated Representative (TDR), which for this project is the Village Mayor, shall, in all cases, determine the amount or the quantity of the work to be paid for under this Bid, and shall determine all questions in relation to said work; and shall, in all cases, decide every question which may arise relative to the execution of this Bid on the part of said Bidder, and his estimate and decision shall be final and conclusive upon said Bidder, and such estimate and decision, in case any question should arise, shall be a condition precedent to the right of the Bidder to receive any money under this agreement, and a condition precedent to the commencement of any action by the contractor to recover any monies under this Bid or any damages on account of any alleged breach thereof.

INDEMNIFICATION

For the purpose of this section, the terms Bidder and Village shall include the officers, employees, subcontractors, respective agents, or anyone else acting in their behalf. The Bidder agrees to assume the risk of all damage, loss, costs or expense, and agrees to indemnify and hold harmless the Village from and against any liability, damage, loss or expense which may accrue to be sustained by the Village on account of any claim, suit, or action brought against the Village for the death of or injury to persons or destruction of property involving the Bidder sustained in connection with performance of the contract arising from any cause whatsoever, except negligence or willful misconduct of the Village or its employees acting within the scope of employment.

SILENCE OF SPECIFICATION

The apparent silence of this specification and any supplemental specification as to the details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.

RECORDS

The Bidder shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, (“the Records”)). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The Village, State Comptroller,
the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Bidder within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The Village shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the “Statute”) provided that: (i) the Bidder shall timely inform an appropriate Village official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Village’s right to discovery in any pending future litigation.

MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Bidder hereby stipulates that the Bidder either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT

Bidder shall comply with the provisions of the NYS Information Security Breach and Notification Act (General Business law Section 899-aa; State Technology Law Section 208).

INTERNATIONAL BOYCOTT

In accordance with Section 200-f of the Labor Law, the Bidder agrees, as a material condition of the contract:

- That neither the Bidder nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in any international boycott in violation of the provisions of the United States Export Administration Act of 1969, as amended, or the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder:
- That if the Bidder of any substantial owner of affiliated person, firm, partnership or corporation has been convicted or subjected to a final determination by the United States Department of Commerce or any other appropriate agency of the United States of a violation of the United States Export Administration Act of 1969, as amended, or the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder, the Bidder shall notify the Village of such conviction or determination in the manner prescribed by the NYS’s regulations.
NON-DISCRIMINATION REQUIREMENTS

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Bidder will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Bidder agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Bidder agrees that neither it nor its subcontractors shall be reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Bidder is subject to fines of $50 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The Bidder will not discriminate against employees or applications for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Village contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

At the request of the contracting agency, the Bidder shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor’s obligations herein; and

The Bidder shall state, in all solicitations or advertisements for employees, that, in the performance of the Village contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
Bidder will include the above provisions in every subcontract over $25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the “Work”) except where the Work is for the beneficial use of the Bidder. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The Village shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Bidder will comply with all duly promulgated lawful rules and regulations of the Governor’s Office of Minority and Women’s Business Development pertaining hereto.

OMNIBUS PROCUREMENT ACT OF 1992

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of NYS subcontractors and suppliers is available from:

NYS Dept of Economic Development
Division for Small Business
30 South Pearl St – 7th Floor
Albany, NY 12245

Telephone: (518) 292-5220
Fax: (518) 292-5884
E-mail: http://www.empire.state.ny.us

A directory of certified minority and women-owned business enterprises is available from:

NYS Dept of Economic Development
Division of Minority and Women’s Business Development
30 South Pearl St – 2nd Floor
Albany, NY 12245

Telephone: (518) 292-5250
Fax: (518) 292-5803
E-mail: http://www.empire.state.ny.us

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Bidder certify that whenever the total bid amount is greater than $1 million: (a) The Bidder has made reasonable efforts to encourage the participation of New York State Business
Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State; (b) The Bidder has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended; (c) The Bidder agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Bidder agrees to document these efforts and to provide said documentation to the Village upon request.
Village of Round Lake

Spec. No: 20201

Aluminum Rescue Boat and Trailer or “Equivalent”

Date of Issue: November 19, 2020

DETAILED SPECIFICATIONS

ALUMINUM RESCUE BOAT

Design – Must include interlocking straight gunwale rail on sides, front and rear, designed so that two (2) or more may be rigidly connected together end-to-end-front of one to back of another. They must connect rigidly across the rear with the specified outboard motor installed without contact between front of boat and rear of motor, also side-to-side and end-to-end. The design must accommodate the assembly of a floating work platform of various shapes and any size using multiples of these boats. Hollow posts at each corner must support vertical attachments.

Hull Material – Must be marine grade aluminum, 0.100 inch minimum thickness.

Hull – Design must include floor which is minimum thickness of 0.100 inch and is welded into hull in such a fashion as to afford easy cleaning and with no possibility of debris entering or becoming trapped under the floor. Hull bottom must have at least nine (9) keel longitudinal full length keel breaks. The cavity between floor and hull bottom must have minimum two (2) pipe thread bungs with NPT plugs. This cavity must be filled with expanding injected foam. Hull must be equipped with adjustable trim tabs.

Electrical System – All harnesses, switches, breakers (or fuses), and electrical components must be certified to meet all ABYC, USCG, and NMMA safety standards. All control switches for electrical systems must be clearly marked as to function and must include “on indicator light”. Secure bow light storage must be provided. At least two (2) bilge pumps provided with minimum capacity of 1100 gph using minimum 1.125 inch outlet hoses. A 12 volt outlet must be provided at front of boat suitable to power portable electrical appliances with at least 10 amp draw.

Dual Battery System – Must include two (2) marine 12 volt batteries in USCG approved boxes with 1, 2, both and off switch included.

Floor, Deck and Inside Covering – Must include non-skid material applied.

Two (2) Moveable Seat Boxes with Storage Space Inside – Must be included and able to be positioned and locked down across (laterally) and longitudinally on either side or in center, with each removable in 30 seconds or less using no tools. The lids must have positive hold down
mechanisms and drains.

**Hull Overall Length** – Minimum 16 feet and five (5) inches

**Beam** – Minimum 72 inches

**Bottom Width** – Minimum 59 inches

**Side Depth** – Minimum 21 inches

**Inside** – Minimum 19 inches

**Max USCG Total Weight Capacity** – Minimum 1800 pounds

**Max USCG Persons Weight Capacity** – Minimum 1250 pounds

**Max USCG Persons** – At least 8 persons

**Max USCG HP with Remote Steer and Console** – At least 70 hp

**Operator Control Steering and Control Station** – Must be built of aluminum and powder coated. Console must be firmly fastened into the boat at front and rear. Operator’s seat must fold down with easily replaceable cushions. Operator’s seat must be adjustable front-to-back at least three (3) inches and must fold up and forward to provide easy access to top of fuel tank. All controls and switches must be easily actuated while operator is facing forward.

**Lighting** – Must include USCG, ABYC, and NMMA approved navigation lights with a visibility rating of at least one (1) nm.

**Light Rack** – Must include light rack constructed from anodized aluminum 1.5 inch tubing, folding to the rear out of operator’s way without tools. Must be bolted by at least four (4) stainless steel bolts, washers, and brass hexagonal shape nylon lock nuts.

**Night Adjustable Task Lighting** – Must have at least four (4) LED adjustable work lights and an LED emergency flashing light bar mounted on suitable rack at rear of boat. Rack must be able to be lowered to below the height of the top of the motor. It must not interfere with operator when folded down.

**Night Task Lighting** – Eight (8) additional work lights must be mounted flush into hull in manner that will prevent them from being dislodged when coming into contact with outside objects (i.e. dock) and they must encircle the boat with light on all four (4) sides.

**Interior Task Lighting** – Must be color red, non-glare LED. Running length of gunnels both port and starboard.
Platform for Front of Boat – Platform must be provided which is suitable for use by divers and to support injured victims. It must be easily installed or removed by two (2) persons and fold into water for use and fold into boat for storage. It must provide an additional function to assist in lighting victims from the outer and assist victim retrieval into boat.

Outboard Motor – Must be sixty (60) hp Mercury Command Thrust four (4) stroke. Must include power trim/tilt, electronic fuel injection, and OEM brand controls and aluminum propeller. Motor must include electronic monitoring system with hour meter (use timer) and rpm tracking mounted on dash within easy view of operator at all times. Fuel tank of minimum six (6) gallon capacity and hose must be included.

TRAILER TO TRANSPORT ALLUMINUM RESCUE BOAT

Frame Design/Construction – Must be 2x4 steel tubing frame with folding tongue, winch stand and vinyl covered coil safety cable, center walk board at least 11 inches wide and at least 60 inches long, capable of supporting 500 pounds with non-skid material applied to surface. Must include side guides to facilitate easy loading in wind or current.

Spare Tire/Wheel Mount – Must be side vertical style and easily accessible.

Boat Support Cradles – Must custom fit to boat hull shape with supporting runners of steel covered with high density composite material. Wood and carpet are not acceptable.

Lighting – Running lights must be DOT certified configuration and LED style.

Wheels/Tires – Must include 13 inch wheels and radial tires. Spare wheel/tire must be included.

Overall Length when Stored – Must have maximum 18 feet for storage when not in use.
Village of Round Lake

Spec. No: 20201

Aluminum Rescue Boat and Trailer or "Equivalent"

Date of Issue: November 19, 2020

NON-COLLUSIVE BIDDING CERTIFICATION

(Section 103-d of the General Municipal Law)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and, in the case of joint bids, each party thereto certifies as to its own organization, 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 price 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 disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or competitor.

3) No 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.

(Signature) __________________________________________

(Title) __________________________________________

(Date) __________________________________________

(Signature) __________________________________________

(Title) __________________________________________

(Date) __________________________________________
Village of Round Lake

Spec. No: 20201

Aluminum Rescue Boat and Trailer or “Equivalent”

Date of Issue: November 19, 2020

RESOLUTION

(For Corporate Bidders Only)

Be it resolved that ___________________________ (Name of Individual and Title) be authorized to sign and submit the bid or proposal of this Corporation for the above items and to include in such bid or proposal the certificate as to non-collusion required by Section 103-d of the General Municipal Law as to the act and deed of such Corporation, and for any inaccuracies or misstatements in such certificates this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by ___________________________ (Name of Corporation) at a meeting of its Board of Directors held on ___________________________ (Date) and is still in full force and effect on ___________________________ (Date).

Seal of Corporation

(Secretary of Corporation)
Village of Round Lake

Spec. No: 20201

Aluminum Rescue Boat and Trailer or “Equivalent”

Date of Issue: November 19, 2020

**BID**

This bid is signed by the Bidder with the full knowledge and acceptance of all provisions of the General Specifications, the Detailed Specifications and the Bid.

Bids must be submitted on this form. This form must be made out in the corporate or other name of the Bidder and must be fully and properly executed by an authorized person of the company.

**Attached to the bid are the detailed specifications of the Aluminum Rescue Boat and Trailer or “Equivalent” to be provided including the standard warranty of the Aluminum Rescue Boat and Trailer or “Equivalent”**.

We agree to furnish one (1) Aluminum Rescue Boat and Trailer or “Equivalent” to the Village of Round Lake, as per Spec. No: 20201, at the following price, including but not limited to, delivery, warranty, etc.:

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The undersigned affirms that they have read the general specifications, detailed specifications, and all other attachments included or referenced in the bid documents and fully understands and accepts these terms unless specified variations have been expressly listed on the Bid Proposal Form.

(Company Name) ____________________________________________

(Address) __________________________________________________

(Authorized Signature) ________________________________________

(Printed Signature) ____________________________________________

(Title) _________________________________________________________

(Date) _________________________________________________________

(Federal ID #) ________________________________________________
Village of Round Lake

Spec. No: 20201

Aluminum Rescue Boat and Trailer or “Equivalent”

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HOLD HARMLESS

__________________________________________ hereby agrees to indemnify and hold harmless

(Name of contractor)

the Village of Round Lake, its officers, employees and agents from any and all liabilities for
injuries to persons (including wrongful death) or property, claims, losses, damage or action
arising or alleged to arise from the performance of the work or services provided by the
contractor, its officers, employees, agents or volunteers while engaged in the fulfilling the terms
of this contract including, but not limited to, any damages the Village is required to pay over to
any person or entity, and the costs of reasonable attorney fees, litigation costs, disbursements and
expenses incurred in defending against any claim, suit or action, under the contract described
herein, to the extent permissible by law.

(Signature of Contractor)

(Title)

(Name of Business)

(Date)
Iranian Energy Divestment
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

(Signature of Contractor) __________________________________________

(Title) __________________________________________________________

(Name of Business) _________________________________________________

(Date) ____________________________________________________________
List Bidders Here