

Town of DeRuyter

735 Utica Street
PO Box 394

DeRuyter, NY 13052
Telephone: 315-367-1355
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Walter Cook
Highway Superintendent



Daniel S Degear
Town Supervisor

Reference: 16.04

Date: August 22, 2016

LIGHTING AND POWER CIRCUITS FOR NEW SALT STORAGE BUILDING **TOWN OF DERUYTER HIGHWAY DEPARTMENT**

REQUEST FOR **PROPOSAL**

Proposals for furnishing Lighting and Power Circuits for the Town of DeRuyter Highway Department Salt Storage Building will be received by the Town Supervisor or the Town Clerk, no later than Two O'clock (2:00) P.M. (local time) on September 8, 2016. Proposals may be hand delivered to during Town Clerk office hours, mailed, faxed or emailed.

Physical Address: 735 Utica Street, DeRuyter, NY 13052
Mailing Address: PO Box 394, DeRuyter, NY 13052
Email Address: dan@deruyternygov.us
Fax: (315) 367-1359

The Town of DeRuyter reserves the right to reject any or all proposals.

Required for department: Highway Department

Dan Degear
Town Supervisor

SPECIAL CONDITIONS

References: Manufacturer and model numbers as stated in this specification are for reference purposes only. Equipment bid shall be on an “OR EQUAL” basis evaluated by the Town using the models referenced as a minimum baseline for comparison.

Results: Results will be available on our website by 6 PM on the date of the proposal deadline. Go to www.deruyternygov.us, there will be a link on the homepage.

Contact Person: Please address all questions to Highway Superintendent Walter Cook, by email at walt@deruyternygov.us

Delivery: Invoice & Deliver to: Town of DeRuyter Highway Department, 807 Utica Street, PO Box 394, DeRuyter, NY 13052

Town Of DeRuyter

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. Submission of Proposals:
 - 1.1 A copy of the Specifications are available at www.deruyternygov.us and/or www.empirestatebidsystem.com/Bids/ViewOpenSolicitations.asp
 - 1.2 Equipment offered in response to this request must be standard, new, the latest model or a regular stock product, with all parts available and that the equipment and parts are not currently scheduled to be discontinued. Further, the bidder will guarantee that no attachment to any part has been applied contrary to manufacturer's recommendations.
 - 1.3 Special conditions in the specifications shall take precedence over any general conditions and instructions to bidders.
 - 1.4 No additional or qualifying clauses shall be written into the proposal documents by bidders.
2. Use of Brand Names:
 - 2.1 References in the specification to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the type and quality of materials or supplies or nature of work desired. Such descriptions should not be construed as excluding proposals on other types of materials and supplies or for performing the work in a manner other than specified, providing that the materials and supplies and manner of performing the work offered are of equal quality to that specified and equally acceptable to the Town for its purposes. Exceptions must be clearly stated.
 - 2.2 The Town Board will determine equal products or services.
3. Pricing:
 - 3.1 Prices must be stated in units of quantity specified. Prices submitted by bidders must be firm for 45 days from the date proposal submission and through the life of the contract upon award. Prices shall be in US funds only.
 - 3.2 Prices bid shall be Free On Board (FOB) prepaid to destination as designated. All charges for packing, crating, containers, etc., are included and being in strict accordance with specifications as shown. The price proposed by the successful bidder shall be the price paid for all items to be furnished under this contract, irrespective of the time of shipment or delivery, unless otherwise provided.
 - 3.3 Purchases by the Town are exempt from any federal, state or city sales tax. Exemption certificates or proof of sales tax exemption will be provided upon request.
 - 3.4 Where pricing is described in both words and numerals, the words will govern.
 - 3.5 Cash or early payment discounts will not be considered in determining low bidder.
4. Withdrawal of Bids and Errors:
 - 4.1 Proposals may be withdrawn at any time prior to the proposal deadline by written request of the bidder.
 - 4.2 Errors in math or omission may be grounds for withdrawal of the proposal after the opening at the request of the bidder, at the discretion of the Town Board, upon written request. Such requests must be made as soon as the error is identified but no more than 2 weeks from the bid opening date.
 - 4.3 In case of error in extending the amount of the proposal, the unit prices will govern.

5. Interpretations:

- 5.1 It is understood and agreed that in questions of interpretation in the specifications the Town Board does expressly have the right to determine the meaning and shall control the decision and such decision shall be binding and final. Corrections to errors or omissions in specifications shall be communicated by the Town Supervisor, when such corrections are necessary for the proper fulfillment of the intention of such specifications.
- 5.2 Questions relating to proposal requirements, specifications, drawings, etc. must be submitted in writing to the Town Supervisor not later than 7 calendar days prior to the proposal deadline. No interpretations or clarifications will be made to any bidder orally. Interpretations and clarification made will be by addendum, if required, and provided to all known prospective bidders. Bidders bear full responsibility for accepting interpretations or clarifications that are not by addendum issued by the Town Supervisor. Failure of any bidder to receive any such addendum shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the bid and contract documents. Failure to request an interpretation or clarification constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit its bid or to have inadvertently bid on certain items.
- 5.3 Town of DeRuyter reserves(s) the right to waive informalities in a proposal if such waiver does not provide a competitive advantage to any bidder.
- 5.4 The bidder understands and agrees that no plea of ignorance relating to data, conditions, policies or requirements of Town of DeRuyter will be accepted as a reason for failure or default on the part of the bidder to fulfill in every respect all the requirements of the contract. Nor will such a claim of ignorance be the basis for any claim for increased compensation.

6. Method of Award:

- 6.1 No proposal will be accepted from or contract awarded to any person or entity that is in arrears or in default of a surety or obligation to the Town of DeRuyter.
- 6.2 The proposal for the purchase of the above item(s) will be awarded by the Town to the lowest responsible bidder pursuant to GML §103.
- 6.3 In cases where two or more responsible bidders submit identical bids as to price, the Town may award the contract to any of such bidders.
- 6.4 Town of DeRuyter reserve(s) the right to reject any and all proposals at their discretion, at any time before award, or if it is in the best interest of Town of DeRuyter to do so.
- 6.5 Town of DeRuyter reserve(s) the right to accept any item in the proposal and to award the bid in whole or in part to the lowest responsible bidder within 45 days, unless otherwise specified, including the right to increase or reduce quantities.
- 6.6 Bid results will be available on our website on or before 6 PM on the date of the proposal deadline at www.deruyternygov.us.
- 6.7 Bids will be evaluated by the department requiring the goods or services. A notice of award will be issued only by the Town.
- 6.8 Protests of companies, products or services being offered from competing bidders must be made as soon as possible in writing to the Town Supervisor.
- 6.9 In the event a low bid is being rejected for any reason, the bidder will have 48 hours to make clarification before intent to award will be issued to another bidder.

7. Inspection, Samples and Testing:
 - 7.1 Material offered shall be available for inspection before installation.
 - 7.2 It is understood and agreed by the bidder that the any tests performed by Town of DeRuyter and found not to meet specifications as set forth will be billed to the bidder.
8. Term:
 - 8.1 **The work coverd under this contract shall commence upon notification by the Town o the Bidder of building being ready (projected to be no later than October 17, 2016 and shall be completed no later than October 28, 2016. Alterations to this timeline must be agreeable by both the Town and the bidder.**
9. Notice to Proceed:
 - 9.1 The successful bidder, when required, must return the signed contract and completed insurance certificate and performance security within fourteen (14) days from the date of the letter of intent to award.
 - 9.2 No work shall begin, nor goods delivered, until the successful bidder has in place the required insurance and security and receives a written notice to proceed, completed contract or purchase order as appropriate.
10. Hold Harmless:
 - 10.1 The successful bidder agrees that they will indemnify and hold harmless the Town of DeRuyter pursuant to the terms of the Contract entered into with the Town .
11. Insurance:
 - 11.1 The bidder will furnish the amounts of necessary insurance determined and specified by Town of DeRuyter and same shall be specified in the Contract entered into with the Town .
12. Payments:
 - 12.1 Town of DeRuyter will pay the successful bidder the amount of their bid upon the full and faithful performance of the contract, acceptance of materials and/or work by the Town , and upon receipt of the vendor invoices in accordance with Town of DeRuyter policy and procedures and upon the approval of the bills by the Board of Supervisors of the Town of Madison.
 - 12.2 Unless otherwise specified, Town of DeRuyter may in any contract involving construction work or labor retain up to five percent (5%) of the amount of the contract until final completion and acceptance of all work covered by the contract.
 - 12.3 The successful bidder further agrees that Town of DeRuyter may withhold, out of any amounts due the contractor, sums sufficient to cover any unpaid claims by mechanics or laborers for work or labor performed under this contract, provided that the notice in writing of such claims, signed by the claimants, shall have been previously filed.
 - 12.4 The successful bidder further agrees that they shall not be entitled to demand or receive any payment except in the manner set forth in this bid or any contract entered into.
13. Warranty:
 - 13.1 Town of DeRuyter requires a minimum one (1) year warranty from the date of acceptance, to correct at no additional cost to Town of DeRuyter any failure or defect in material and workmanship, which appears in the equipment, goods or services supplied under this bid.

13.2 Town of DeRuyter does not accept exceptions to implied warranties of suitability or merchantability. Town of DeRuyter does not accept limitations for recovery for incidental or consequential damages or on its legal remedies to secure such recovery.

14. Governing Laws and Regulations:

- 14.1 All bidders are required to comply with all applicable provisions of the laws of Town of DeRuyter, the State of New York and the United States of America which affect Town of DeRuyter and Town of DeRuyter contracts and in particular but not limited to the State's Labor Law, General Municipal Law, Workmen's Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Environmental Law and all State and Local Health laws, rules and regulations. All bidder's special attention is called to those laws and requirements set forth in Section 103-d of the State's General Municipal Law.
- 14.2 The Toxic Waste Right to Know Law requires the successful bidder, supplier, or manufacturer to provide to Town of DeRuyter upon delivery any and all information required by law. Town of DeRuyter reserves the right to refuse shipments and payment when material safety data sheets (MSDS) are not supplied on delivery or request.
- 14.3 The successful bidder will maintain Worker's Compensation during the life of any contract entered into as a result of this bid, for the benefit of the bidder's employees as approved in Chapter 41 of the Laws of 1914 and all subsequent acts amending.
- 14.4 The provisions of Section 220 of the State's Labor Law are deemed a part of every proposal with the same force and effect as if set forth at length.

15. Assignment

- 15.1 The bidder agrees that he shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or his responsibility to perform under this contract or his right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to him thereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of the Town of DeRuyter.

16. Termination/Default/Non-Performance:

- 16.1 In case of default by the successful bidder, Town of DeRuyter may procure the articles or services from other courses without notice and hold the bidder responsible for any excess cost.
- 16.2 Town of DeRuyter may terminate this agreement with cause upon notification in writing.
- 16.3 Town of DeRuyter further may terminate the contract without cause on 30 days' notice in writing. Upon notice, the contractor will cease all services in connection with performance of this agreement and shall proceed to cancel all existing contracts insofar as such contracts are chargeable to this agreement.
- 16.4 If the successful bidder is delayed in making delivery by strikes, lockouts, fire, or unusual delay by common carriers control, then the time of delivery may be extended for a reasonable time after receipt of a written documented request by the contractor. This request must be approved and responded to in writing by the Town Supervisor. The Town of DeRuyter may cancel said contract as to future deliveries at any time during such delay if the Town of DeRuyter interests are impaired by such delay.
- 16.5 Neither an extension of time for any reason, beyond that fixed herein for the performance of the contract, nor the doing and acceptance of any part of the work, or the supplies nor materials called for by the contract, shall be deemed to be a waiver by the Town of DeRuyter of the right to terminate this contracts for abandonment or delay.

17. Changes or Deviations:

17.1 This proposal as well as any contract, plans, drawings, exhibits or schedule to which are attached and made a part of the proposal constitutes the entire agreement and understanding between the parties hereto and shall be binding upon each party as their successors. Any additions, changes or deviations to or from said specifications, contracts, plans, drawings, exhibits or schedule will invalidate the agreement between the parties in its entirety unless in every case such changes shall be previously made in writing agreed upon by the parties hereto in consideration of all applicable legislation.

18. Inconsistency:

18.1 The parties agree that any inconsistency between any documents which the Town of DeRuyter is/are requested to execute by the successful bidder and specifications shall at all times be resolved in favor of said specifications as only terms consistent with said specifications shall be applicable.

19. Corporate Compliance

19.1 The Town will conduct appropriate screening in all bids received to ensure and verify that the business has not been sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor.

19.2 The Town will also verify that entities and businesses that provide and/or perform services for the Town have not been the subject of adverse governmental actions and/or excluded from the State or Federal healthcare programs.

19.3 No bid will be accepted by the Town from any business and/or entity who is sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor.

19.4 By signing and submitting this bid proposal, you are attesting to that fact that you and/or the entity, which you represent, have not been sanctioned nor excluded by and of the aforementioned entities.

20. Material Safety Data Sheet:

20.1 The successful bidder shall be responsible for the provision of the MSDS's to the Town Purchasing Agent prior to introducing hazardous materials on to the site, assuring compliance before work is started and disseminating any information to the Town employees concerning significant chemical hazards that the successful bidder is bringing to the Town's work place.

20.2 The MSDS's will be maintained by the Town Purchasing Agent as long as those materials are present.

20.3 It is the responsibility of the successful bidder to train its own employees.

21. Licenses and Permits:

21.1 The successful bidder hereby agrees that he will obtain at his own expense all licenses or permits for the work performed under this contract, if any are necessary, prior to the commencement of work.

SPECIFICATIONS

1. General Information

- 1.1. The Town of DeRuyter Highway Department is building a salt/sand storage building at the Highway Department facility, located at 807 Utica Street, DeRuyter, NY. This building is a 40' wide by 96' long pole-style construction with a 20' wide by 70' long lean-to structure on the east side. The building will have one (1) entrance on it's south end and one (1) entrance on its east side near the north-east corner.

The building shown below will be similar to the building being constructed. Exceptions include the side entrance being on the opposite wall and the inclusion of the lean-to structure.



2. Lighting Circuits

- 2.1. Supply three (3) corrosion resistant high bay LED lights and install at or near the center of the building's truss span and spaced evenly through the building's length to provide adequate lighting. Lights shall be installed so that no portion shall hang lower than the trusses. Interior lighting shall be operated by a wireless remote switch for convenient control by pay-loader operator to be also supplied and installed by successful bidder.
- 2.2. Supply three (3) LED wall packs for exterior lighting and install at even heights to include one (1) centered above the southern wall entrance, one (1) above the eastern wall entrance, and one (1) on the northern wall of the building. Exterior lighting shall be operated by photo-control to be also supplied and installed by successful bidder.
- 2.3. The interior of this building is a highly-corrosive environment – conduit used within the salt storage building shall be resistant to corrosion.

3. Power Circuits

- 3.1. Supply two (2) WP recepticals on separate circuits and install one (1) on the eastern side of the building near the south-east corner of the building and one (1) on the eastern side of the building approximately 35' from the south-east corner.

4. Power Supply

- 4.1. Circuits for lighting and power shall be supplied from the Town Highway Garage. Proposals shall include all materials and labor, including but not limited to, wiring and conduit, necessary to properly supply the electrical needs for the salt storage building lighting and power circuits explained above. The Town Highway Department equipment and labor will be available to assist with the digging and back-filling of any required trenching.

5. Inspections

- 5.1. Successful bidder is responsible for arranging any required electrical inspections to complete the work outlined in this specification.

WAGE RATES

The minimum hourly rates of pay are hereby established in accordance with Federal and State laws and regulations. In the event that the contractor shall fail to pay the prevailing wages and supplements in accordance with the applicable articles of the New York State Labor Law, Section 220 Et Seq., and as described in this contract, it shall be considered a material breach of contract. For the breach or violation of this provision, without limiting any other rights, remedies or recovery to which the Town or any individual may be entitled or any civil or criminal penalty for which any violator may be liable, the Town shall have the right, in its discretion, to terminate this agreement immediately upon notice. In such event, the contractor shall be liable to the Town for any additional costs or expenses incurred by the Town in the completion of the project, and for any other recovery, costs and expenses to which the Town may be entitled.

It is the responsibility of every prospective bidder to disclose whether the bidder has been found in willful violation of the New York State Labor Law for failure to pay prevailing wages and supplements, as those terms are defined by New York State Labor Law, within the three years immediately preceding the submission of the bid. This disclosure must be included with their proposal.

Original copy of the Prevailing Wage rates will be found at
www.labor.state.ny.us.

Please refer to PRC # 2016001600