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BID NUMBER: RFB-2011-007

**BID TITLE: SUPPLY AND DELIVERY OF (12) SENTRY LIGHTING
STREET LIGHT HEADS, BULBS AND POLES FOR USE BY THE
DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT**

BID OPENING: 6/16/2011 at 3:00 PM (local time)

COMPANY NAME: _____

MAILING ADDRESS: _____

PHONE: _____

FAX: _____

EMAIL: _____

WEBSITE: _____

SIGNATURE: _____

PRINTED NAME/TITLE: _____

TOTAL OF BID: _____

PROPOSER'S WARRANTY: The above-signed person by his/her affixed signature certifies that he/she is an officer of the organization. He/she has been specifically authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in this Proposal, other than those deviations noted above. He/she has fully read and understands the Proposal and has full knowledge of the scope, nature, quantity, and quality of work to be performed and that he/she has carefully examined and checked the materials, equipment, labor, service, and cost thereof, and hereby states that the amount or amounts set forth in the proposal is or are correct. The bidder further agrees not to make claim for reformation, modification, or correction of this proposal after the scheduled closing time for receipt of proposal bids.



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INVITATION AND INSTRUCTIONS TO BID

The City of Rome, New York invites your firm to participate in the enclosed Request For Bid Proposal for:

BID NUMBER: RFB-2011-007
BID TITLE: SUPPLY AND DELIVERY OF (12) SENTRY LIGHTING STREET LIGHT HEADS, BULBS AND POLES FOR USE BY DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT

This sealed bid will be publicly opened and read in the Common Council Chambers at:

June 16, 2011 at 3:00 PM (local time)

Sealed bids must be clearly marked with the bid number and title and sent to the address below, where they will be time-stamped, local time to:

Office of the City Clerk
Rome City Hall
198 North Washington Street
Rome, NY 13440

Bid must be covered by Money Order, Certified Check, or Bid Bond in the amount of 5% of the amount of the total bid and made payable to Rome City Treasurer. If additional information is required, contact:

Donna M. Piekarski, Purchasing Agent
City of Rome
198 North Washington Street
Suite B-3
Rome, NY 13440
Phone: 315-339-7665
Fax: 315-838-1162

Email: dpiekarski@romecitygov.com Or, electronically at www.romenewyork.com; click on Purchasing Department; link or go to: <http://www.centralnybidsystem.com>

It is the policy of the City of Rome to encourage the greatest possible participation of minority and women-owned business enterprises. All qualified Minority and Women-Owned Business Enterprises (MWBE) suppliers, contractors, and/or businesses will be afforded equal opportunity without discrimination because of race, color, religion, national origin, sex, age, disability or sexual preference.

The City of Rome, New York, reserves the right to reject any or all proposals or to accept any bid deemed to be in its best interest.



GENERAL CONDITIONS

- A. SCOPE OF WORK:**
Work shall include supply and delivery of (12) Sentry Lighting Street Light Heads, Bulbs and Poles for Use By the Department of Community & Economic Development.
- B. QUESTIONS REGARDING SPECIFICATIONS:**
Any questions relative to interpretation of specifications may be directed to the Purchasing Agent, Donna Piekarski @ 315-339-7665 or by e-mail to dpiekarski@romecitygov.com
- C. CONTRACT PERIOD:**
Shall be for one year from date of execution.
- D. TAX:**
Purchases by the City of Rome, New York, are not subject to any sales tax, federal excise tax or transportation tax.
- E. FINANCE CHARGES:**
The City of Rome will not be subjected to finance or late charges under this contract.
- F. PRICE AND PRICE ADJUSTMENTS:**
Unless otherwise stated in this document, at no time during the term of any contract arising from an award by the City of Rome may any of the contract pricing be changed for any reason without written approval by the City. All pricing shall remain firm for the first six months from the date of award. Once, per each twelve-month period the vendor or the City may request a price adjustment. The vendor shall give the City a minimum of thirty (30) calendar days notification of any request for a price adjustment. Said adjustment may at no time exceed the Consumer Price Index for all items as calculated by the City of Rome Purchasing Department.. Should the City deem the requested adjustment unacceptable, the City reserves the right

to terminate the contract in accordance with the terms of the bid and seek pricing from whatever sources legally available.

G. DURATION OF PROPOSAL OFFER:

Proposals are irrevocable for a period of sixty (60) calendar days following the closing date of this bid proposal.

H. METHOD OF AWARD:

The contract shall be awarded to the lowest responsible and responsive bidder whose proposal meets the requirements set forth herein. Final determination will be made by the City as deemed to be in its best interests. Taken into consideration will be the reliability of the bidder, the quality of the materials/services offered, their level of quality and conformity with the specifications, and the terms of delivery.

I. ACCEPTANCE OR REJECTION:

The City of Rome Board of Estimate and Contract reserves the right to accept or reject any or all bids received.

J. COMPLETION DATE & DELIVERY SCHEDULE:

Each bidder must include in the proposal an approximate delivery date from contract award. Delivery time may or may not be considered at the time of bid consideration.

K. TIME IS OF THE ESSENCE: All times stated herein are of the essence.

L. NOTICE OF DELAY:

If the successful bidder encounters difficulty in meeting performance requirements or has knowledge of a possible delay, the vendor shall immediately notify the Director of Parks and Recreation, preferably in writing. A slippage will require the vendor to demonstrate an alternate means of recovering the anticipated or actual delay in contract performance.

M. GUARANTEE/WARRANTY

The bidder must guarantee that the equipment offered is a model of regular stock product, with parts regularly used for this type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations or standard practices. The unit delivered must be warranted against faulty materials and workmanship for a period that should such faults develop, the bidder agree to replace/repair the unit or part affected without cost to the City of

Rome, New York, with all replacement parts paid for by the contractor.

N. INSURANCE

Professional agrees that it will at its own expense, at all times during the term of this Agreement, procure and maintain in force, a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York and having offices within the State of New York, which will insure against claims under the Worker's Compensation act. Professional agrees to provide City with certificates showing that Professional has obtained the required Worker's Compensation and Disability Benefits coverage, or to submit proof that Professional is not required by law to provide coverage.

Professional agrees that it will at its own expense, at all times during the term of the Agreement, procure and maintain in force a policy of General Liability Insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against any general liability arising from the services to be provided hereunder.

The Liability Coverage of such insurance shall not be less than **\$2,000,000.00**, per occurrence, for Bodily Injury and Death/Property damage and a minimum General Aggregate Coverage of **\$4,000,000.00**.

Professional agrees to have City named as Additional Insured to said policy, and to provide City with a Certificate from said insurance company or companies showing **City of Rome** as an additional insured prior to the execution of this agreement, and to provide that such coverage shall not be terminated without prior written notice to City as least thirty (30) days prior to said termination.

O. MINORITY BUSINESS ENTERPRISE PARTICIPATION:

1. Minority and women-owned business enterprises are encouraged in the performance of all City material, supply, professional and construction contracts and sub-contracts;
2. A "minority business enterprise" is defined as a business firm which is at least fifty-one percent (51%) owned by minority group members. The minority ownership must exercise actual day-to-day management and control of the business.
3. "Minority" means Blacks, Hispanics, American Indians, Alaskan Natives, Asians and Pacific Islanders.
4. A "women-owned business enterprise" is defined as a business firm which is at least fifty-one percent (51%) owned by women. The women ownership must exercise actual day-to-day management and control of business.
5. Bidders are requested to provide the following:
 - a. Is your company 51% or more women owned? ____yes
____no
 - b. Is your company 51% or more minority owned?
____yes ____no
 - c. If you answer YES to Number 2, check one of the following:
____ Black ____ Hispanic ____ Alaskan Native
____ Asian/Pacific Islands ____ American Indian

P. CONTRACT TERMINATION:

The City may terminate for cause if the vendor fails to perform any material condition of the contract and such failure continues unremedied for thirty (30) days after receipt of notice from the City.

Q. LIMITATIONS:

1. Neither the vendor or its affiliates shall be liable in any way for delay, failure in performance, loss damage due to any of the following conditions: fire, explosion, power blackout, earthquake, flood, the elements, civil or military authority, or acts of God.

2. The vendor shall be liable for any delay, loss, and property damage attributable to any service or actions of any of its employees or agents.

R. GENERAL:

1. Any modification or waiver of any provision of the Contract must be in writing and signed by authorized representatives of both parties.
2. If any term or provision of the contract shall be held invalid or unenforceable, the remainder of the contract shall not be affected.
3. The waiver by either party of any breach of the Contract by the other party will not operate as a waiver of subsequent breaches of the same or different kind.

S. DEVIATIONS FROM SPECIFICATIONS:

Bidders must itemize all deviations to the specifications on the attached Deviations Sheet. If this is not sufficient space, attach additional sheets as required. A statement referring to manufacturer's literature or specifications without stating the actual deviation thereon will be cause for disqualification. Unless otherwise stated by the bidder on the attached sheet provided, the proposal will be considered as being in strict accordance with the specifications outlined herein, even though the manufacturer's literature indicated deviations from the City's specifications.

T. LITERATURE:

Each bidder shall include product or equipment literature as available.

U. PROTEST AND APPEAL PROCEDURES:

1. Protests regarding the validity or appropriateness of the specifications or of the Request for proposal shall be filed in writing with the City Treasurer no later than two (2) days prior to the closing of the bids. The address to submit the protest is:

City Clerk
City of Rome
198 N. Washington St.
Rome, New York 13440

2. Such protests will not be considered if received later than the date established in paragraph above.
3. Protests shall be explicit and in sufficient detail to stand on their own record.
4. Post-award protests shall be in writing in a diligent and timely fashion and to be received in the City Clerk's Office no later than five (5) days after receipt of the award notice.

V. PROPOSAL GUARANTEE:

1. Each proposal bid must be guaranteed by cash, certified check, or bid bond in the amount of 5% of the amount of the bid total.
2. The City may hold the proposal guarantee until the execution of the contract. All other proposal guarantees will be returned within thirty (30) days after proposal opening.
3. The proposal guarantee of any proposer who withdraws a proposal after proposals are opened shall be forfeited to the City, irrespective of the reason for such withdrawal.



STATE OF NEW YORK, Section 103-a

GENERAL MUNICIPAL LAW COMPLIANCE

“Upon the refusal of a person, when called before a Grand Jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or an official of the state or any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, (a) such person, and any firm, partnership or corporation of which he is a member, partner, or director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof for goods, work or services, for a period of five years after such refusal, and (b) any and all contract made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellations or termination, by any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid all pursuant to Section 103-a of the General Municipal Law of the State of New York.”

Effective: July 1, 1959



ATTENTION

This bid may not be acceptable without completing the following information. For your protection, please review your bid and indicate by a check mark that all requested information has been included.

1. () BID BOND OR CERTIFIED CHECK
2. () BID SPECIFICATIONS
3. () BIDDERS MANUFACTURING SPECIFICATIONS IF APPLICABLE
4. () BIDDERS REFERENCES
5. () BIDDERS QUALIFICATIONS
6. () MANUFACTURERS WARRANTIES
7. () INSTRUCTIONS TO BIDDERS
8. () RESPONSIBLE BIDDER FORM
9. () DEVIATIONS SHEET
10. () PROPOSER'S WARRANTY (On Page 1)
11. () NON-COLLUSIVE STATEMENT
12. () DELIVERY DATE

Do not separate or remove any pages from this bid package. Doing so may render your bid invalid. Turn the checklist with your bid



DEVIATIONS SHEET



RESPONSIBLE BIDDER

Each bidder will complete the following to enable the City to determine a Responsible Bidder.

- A. Is your firm presently engaged in actions which will lead to a merger, consolidation, or other form of reorganization?

_____ yes _____ no

- B. Has your firm filed for bankruptcy? _____ yes _____ no

In determining the "lowest responsible bidder," in addition to price, the purchasing authority shall consider the ability, capacity and skill of the bidder to perform the contract or provide the service required; whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the bidder; the quality of performance or previous contracts or services; the and existing compliance by the bidder with laws and ordinances relating to the contract or service; the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service; the quality, availability and adaptability of the supplies or contractual services to the particular use required; the ability of the bidder to provide future maintenance and service for the use of the subject of the contract; and the number and scope of conditions attached to the bid.



NON-COLLUSIVE BIDDING CERTIFICATE

Pursuant to Chapter 675, Laws of 1966

(a) 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 process 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 and will not 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 submit a bid for the purposes of restricting competition.

(Name of Bidder)

(Official capacity)



TECHNICAL SPECIFICATIONS

(12) SENTRY LIGHTING STREET LIGHT HEADS, BULBS AND POLES FOR USE BY DEPTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT

PRICE: Price shall be F.O.B. Rome Planning Department c/o 132 Race Street, Rome, NY 13440 – See special delivery instructions below.

DELIVERY: Delivery of Street Heads, Lamps and Poles will be to City of Rome at 132 Race Street, Rome, NY 13440, Attention: Jim Calandra, City Electrician.

Delivery of Anchor Bolts and Templates will be to City of Rome at 132 Race Street, Rome, NY 13440. Attention: Jim Calandra, City Electrician.

MATERIAL SPECIFICATIONS:

Sentry Lighting

<http://www.sentrylighting.com/default.asp>

(12) SCP-100-HPS-120V-MT-III-BLK-BPC Head

(12) SAL-W20-14FT-BLK Pole

(12) 100W HPS Lamps

***** The poles must include Anchor Bolts and Templates.***



BID TOTAL ITEMIZATION SHEET (IF NEEDED)

GRAND TOTAL