

LEGAL NOTICE

BD – 08 – 18

Sealed bids will be received by the officers of the Board of Public Utilities (BPU), City of Jamestown, New York, at its 92 Steele Street office until 1:30 PM, Eastern Standard Time, **April 6th**, for the supply of a new and unused pit-launched horizontal directional drill machine capable of drilling up to 60 feet or greater in length and capable of back reaming sizes of 2", 3".

Detailed specifications and bid forms may be obtained at the office of the Board of Public Utilities located at 92 Steele Street, Jamestown, New York or on line at www.jamestownbpu.com, under quick links click on legal notices.

The BPU reserves the right to reject any or all bids, the right to waive any informalities, the right to permit exceptions deemed not to be of substance, and the right to accept any bid which the BPU deems to represent the prudent and economical expenditure of the public monies for the benefit of its customers by securing the maximum quality at the lowest possible cost.

Bids shall be placed in a sealed envelope addressed to the General Manager, Board of Public Utilities, City of Jamestown, New York, be plainly marked on the outside, "**PROPOSAL NO. BD – 08 – 18**" and be delivered at the Board's office located at 92 Steele Street.

David Leathers, General Manager
Board of Public Utilities
City of Jamestown
92 Steele Street
Jamestown, New York 14701

TABLE OF CONTENTS

SECTION 1: INSTRUCTION TO BIDDERS

SECTION 2: LEGAL REQUIREMENTS

SECTION 3: FINANCIAL

SECTION 4: FORMS TO BE COMPLETED BY CONTRACTOR

BID PROPOSAL FORM

NON-COLLUSIVE BIDDING CERTIFICATION

NON-COLLUSIVE BIDDING CERTIFICATION PARTNERSHIP

SECTION 5: TECHNICAL SPECIFICATIONS

SECTION 1
INSTRUCTION TO BIDDERS

1.0 INSTRUCTION TO BIDDERS

Proposals for the materials, supplies or equipment referred to in the foregoing Legal Notice and covered by the attached Specifications, must be submitted within the specified time and must be accompanied by such information as the Specifications require. When bidding on this material, supplies or equipment, Bidders shall use the forms included with these Specifications, returning the same, intact, with such supplementary specifications, data, drawings, etc., as are to be included. All requirements in the way of deposits or bonds as evidence of good faith must be complied with.

A bid cannot be withdrawn after the expiration of the time set for receiving bids, nor can any change in price or other details be made by letter, telegram, or verbal statement. The prices and other information must be legibly written (or printed) in ink, the bid price, or prices being written in words as well as figures.

Bidders must acquaint themselves fully with the amount and nature of the materials, supplies or equipment to be purchased by carefully studying the Specifications and drawings in this Bid. If the Bidder should encounter any condition not provided for in the Bid Specifications that will affect its bid or the performance of its contractual obligations, should the Bidder be awarded the contract, the Bidder shall notify the BPU in writing, at least five (5) days prior to the opening of the bids and enclose a copy of such letter with the bid.

Technical questions addressed to

Eric South / Water Maintenance Supervisor
Jamestown Board of Public Utilities
P.O. Box 700
Jamestown, NY 14702-0700
(716) 661-1608
E-Mail: esouth@jamestownbpu.com

Procedural questions addressed to

Todd Hoaglund / Building & Fleet Maintenance Supervisor
Jamestown Board of Public Utilities
P.O. Box 700
Jamestown, NY 14702-0700
(716) 661-1662
FAX (716) 661- 1645
E-Mail: thoaglund@jamestownbpu.com

Each response will be transmitted to each potential Bidder known to the BPU. Any Bidder responding to the Bid shall be deemed to understand the Bid Specifications.

No bid will be accepted from, nor will any contract be awarded to any person or company who is in arrears with the Board of Public Utilities upon debt or contract, or who is in default, as surety or otherwise, upon any obligation to said Board or whose performance has heretofore proven unsatisfactory or dilatory.

If required in Section 4, each proposal shall be accompanied by a Proposal Bond issued by a surety company authorized by license to write insurance contracts in New York State and rated "A" or better by A. M. Best Company, Inc. in Best's Key Rating Guide, and otherwise acceptable to the BPU, or by a certified check on solvent bank in an amount of at least ten percent (10%) of the amount bid, as an evidence of good faith that the Bidder will, within ten (10) days after the date of notification that its Proposal has been accepted, enter into a contract with the Board of Public Utilities of the City of Jamestown (BPU), New York, to execute its proposal. If a certified check is furnished, it shall be drawn to the order of the Treasurer of the City of Jamestown, New York. If a Proposal Bond is furnished, it shall be on the blank form attached hereto.

If required by Section 4, each Bidder shall furnish with the Proposal, a "Statement of Surety" to the effect that, should the bid be accepted, the Surety is willing to provide a Performance Bond in the sum of one hundred percent (100%) of the contract price, conditioned upon the faithful and satisfactory performance of all obligations and requirements of the contract and guaranty of materials and workmanship for 12 months following final acceptance of the work by the BPU.

If the Bidder to whom this Contract is awarded fails to sign same, and provide the required Performance Bond within ten (10) days after the award is made, the award may be canceled and in that event, the Bidder will forfeit to the BPU such portion of the check or Proposal Bond as may be required to pay the difference between its bid and that of the Bidder who shall eventually accept and fulfill the contract, or shall be used to reduce the cost of the work if done by the BPU.

A bid which is not accompanied by the required certified check or Proposal Bond, or a bid which is incomplete or which contains alterations, erasures, discrepancies, or a conditional proposal, or a bid in which the surety company is not named, may be rejected. All certified checks will be returned to their respective depositors immediately after the contract has been signed and the Contractor's Performance Bond herein required has been furnished and approved by the BPU's properly authorized representatives.

The BPU reserves the right to reject any bid or all bids, the right to waive any informalities, the right to permit exceptions deemed not to be of substance, and the right to accept any bid which the BPU deems to represent the prudent and economical expenditure of the public moneys for the benefit of the BPU's ratepayers by securing the maximum quality at the lowest possible cost.

All proposals shall be submitted in an opaque sealed envelope or package plainly marked on the outside with the name, address, and phone number (including FAX number) of the person, firm, partnership, or corporation bidding and the name of their respective representatives whom they expect to be present when the bids are opened.

The SPECIFICATION - PROPOSAL - CONTRACT NUMBER on which the bid is submitted shall be plainly marked on the outside of the sealed envelope containing the bid. If forwarded by US Mail, the envelope containing each proposal shall be placed in another envelope addressed to Mr. David Leathers, General Manager, Board of Public Utilities, PO Box 700, Jamestown, New York 14702-0700. If forwarded otherwise than by US Mail, it must be delivered to Mr. David Leathers, General Manager, Board of Public Utilities, 92 Steele Street, Jamestown, New York 14701.

An original and two (2) complete copies of the Proposal shall be provided in sealed envelopes marked "BD-08-18 - COPIES" and include the bidders information as indicated above.

Two (2) proposals from a firm, corporation, or association under different names will not be considered. Reasonable grounds for supposing that any bidder is interested in more than one proposal for this purchase will be cause for the rejection of all proposals in which it has been interested. Any or all proposals will be rejected if there is reasonable ground for supposing that there is collusion among bidders, and all participants in such collusion will receive no further recognition for this purchase.

The Bidder shall submit a complete proposal providing prices for all options and supply any information (with the proposal) which may be required to completely evaluate its proposal or the bid may be declared irregular.

This Bid Specification is issued pursuant to a grant under the New York State Municipal Waste Reduction and Recycling Grant Program (State Assistance Contract No. C304665). Bidders are required to comply with the Standard Clauses for NYS Contracts and the Standard Clauses for All New York State Department of Environmental Conservation Contracts attached hereto as Appendices "A" and "B" respectively. These standards prohibit discrimination by any Bidder against protected classes, grant priorities to Bidders using Minority Owned Business Enterprises and Women Owned business Enterprises, and impose other conditions and restrictions.

1.1 DEFINITION OF TERMS

The terms and expressions used in these specifications and contract shall be understood as follows:

- The word "BPU" or "JBPU" means the City of Jamestown Board of Public Utilities.
- "Bid Specifications" refers to the entire package of documents.
- The word "Bidder" to mean any individual, or entity submitting a proposal to the Board of Public Utilities of the City of Jamestown, New York.
- The word "Contract" shall refer to the document executed by the parties which incorporates the Bid Specifications into an agreement. A Purchase Order shall be considered a form of Contract.
- The word "Vendor" means any individual, firm or corporation proposing to provide materials, supplies or equipment pursuant to this Bid.
- The word "General Manager" to mean the General Manager of the Board of Public Utilities, City of Jamestown, New York.
- The word "Performance Bond" shall be interpreted to mean a document or documents executed by the contractor and a financial guarantor (surety) providing a financial guaranty that the Contractor will perform the work contracted for and will pay all subcontractors and material suppliers. The term Performance Bond shall include "Payment Bond."
- The word "Proposal Bond" shall mean the written financial guaranty of a financial guarantor (surety) that the bidder will execute a contract with the BPU upon notification that the bid has been awarded to that contractor.

1.2 AUTHORITY OF BIDDERS

If the bid is made by a firm or partnership, the name and the place of residence of each member of the firm or partnership must be given. If made by a corporation, the person signing the bid shall state under the laws of what state the corporation was chartered and the name and title of officer or officers having authority under the by-laws to sign contracts. Anyone signing a proposal as agent must file it with legal evidence of their authority to do so.

1.3 INTERPRETATION OF SPECIFICATIONS

The documents in this bid package are collectively intended to describe and provide for the complete product and each form a part of the Contract (s). They are to be cooperative and what is called for by one is as binding as if called for by all. It is important, therefore, that Bidders familiarize themselves with all documents.

1.4 STANDARDS AND SUBSTITUTIONS

The names or make of any article, device, material, form of construction, fixture, etc., named in these specifications whether or not the words "or equal" are used, shall be known as "standard".

All proposals shall be based on the standards specified.

Where two or more standards are named together, Bidders may bid on any of the standards named, regardless of the order in which they are named.

Bidders are invited to submit substitutions for the standards specified, provided:

1. They name the substitution bid upon and the additions or deduction they will make to, or from their base bid provided each substitution is approved by the BPU.
2. The substitute bid upon shall be written on a substitute blank and attached to the formal proposal.
3. The complete specifications and a description of the substitution bid upon shall be furnished to the BPU prior to the award of the contract.

If the Bidder names no substitutions, the standards as specified shall be used.

1.5 EXCEPTIONS

Any exceptions to the bidding specifications shall be noted on the Proposal Form in the space provided, if additional space is required the Bidder shall note in the space that the exceptions are stated on an attached page(s). The attached page(s) shall be numbered and inserted immediately following the signature page of the Proposal Form and clearly titled "EXCEPTIONS"

1.6 BULLETINS

It shall be understood that any bulletins issued from time to time to furnish additional information to the bidders shall become an integral part of these specifications. Receipt of bulletins shall be acknowledged by the bidders in the space provided on the proposal sheet.

1.7 SCOPE

All materials, supplies or equipment provided in response to this bid shall be in new condition and delivered to the BPU at the expense of the Bidder, unless otherwise specified.

1.8 TRANSFER OF TITLE

Title to any material, supply or equipment purchased pursuant to this Bid shall not transfer until inspection and acceptance by the BPU General Manager, or its designee. Acceptance shall not act to waive any rights of the BPU under any warranty or guarantee provision.

SECTION 2

LEGAL REQUIREMENTS

2.0 INTERPRETATION OF SPECIFICATIONS

Should any misunderstanding arise as to the intent or meaning of the Bid Specifications, or any discrepancies appear in either, the decision of the General Manager in such case shall be final and conclusive.

No person or persons except the General Manager or his designee shall have the power to revoke, alter, enlarge, or relax the stipulations or requirements of these specifications. No interpretation of the meaning of the specifications or other documents will be made by the JBPU to any bidder orally.

2.1 ORAL STATEMENTS NOT BINDING

It is understood that the written terms and provisions of these specifications, as incorporated into a Contract, supersede all prior oral statements of officers of all parties to the Contract and such statements shall not be effective or be construed as entering into or forming part of, or altering in any way, the written Contract.

2.2 SUITS IN COURTS

These Bid Specifications, and any Contract incorporating them, shall be interpreted in accordance with the laws of the State of New York. Any action brought against the JBPU or its officers or agents under this Contract shall be brought in the courts of the State of New York, Chautauqua County.

2.5 SAVE HARMLESS

Vendor agrees to indemnify and save harmless the JBPU from and against any loss, expense or claim by reason of damage to property, bodily injury, or both, arising out of the performance of this Contract where such damage or injury is attributable to the negligence of Vendor or its subcontractors. In the event that such damage or injury is caused by the joint or concurrent negligence of the JBPU, the loss shall be borne by the Vendor and JBPU proportionately to their degree of negligence.

2.6 PATENTS

The Vendor certifies that it has title to, and the legal right to sell, all materials, supplies or equipment provided pursuant to this Bid. The Vendor agrees to indemnify and hold the BPU harmless from any claims of third parties related to title and right to sell, including claims related to patent and trademark infringement.

2.7 INSURANCE

If required by Section 4, each Bidder shall be required to provide a certificate of insurance demonstrating insurance coverage with minimum limits as follows:

New York Worker's Compensation:	Statutory
Employer's Liability:	\$1,000,000 BI & PD combined
Comprehensive General Liability:	\$1,000,000/occurrence, 2,000,000 aggregate
Additional coverage on a per-Bid basis	

2.8 NO WAIVER OF LEGAL RIGHTS

Neither the inspection by the JBPU, nor by any of its duly authorized agents, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the JBPU, or any right to damage herein provided, nor shall any waiver of breach of this Contract be held to be a waiver of any subsequent breach.

2.9 CONFLICTING TERMS

The terms of this Bid Specification shall be incorporated into any contract arising there from. If any conflict arises between these Specifications and a subsequent Contract, the terms of the Contract shall prevail.

2.10 WARRANTY

Unless otherwise specified in Technical Specifications, each material, supply or item of equipment shall be warranted to comply with all Technical Specifications and be free from defects in material or workmanship for a period of one year from the date that the item is placed into service.

2.11 COMPLIANCE WITH ASSISTANCE CONTRACT LANGUAGE

This Bid Specification is issued pursuant to a grant under the New York State Municipal Waste Reduction and Recycling Grant Program (State Assistance Contract No. C304665). Each Bidder is required to read the attached Appendices "A" and "B" and submit a statement that its company is in compliance with these Appendices using the compliance form attached. If a Bidder uses Minority Owned Business Enterprises or Women Owned Business Enterprises in the production process, including the manufacture of component parts, assembly of the chassis or body, or final assembly, provide an estimation of the percentage of total dollar value as part of the bid.

SECTION 3 **FINANCIAL**

3.0 INTENT AND MEANING OF SPECIFICATIONS

It is the intent and meaning of the specifications that the price bid is to include all expenses in connection with furnishing all materials, supplies or equipment, covered by the attached Technical Specifications.

3.2 TERMS OF PAYMENT

Payments on account of the items supplied by the Vendor will be made by the JBPU on monthly detailed reports submitted by the Vendor and approved by the General Manager of the Board of Public Utilities. Invoices received by the 7th day of the month will be paid by the end of each month. Invoices received after the 7th day of the month will be paid net 45 days.

Alternative payment terms in the Technical Specifications, if any, prevail.

SECTION 4
FORMS TO BE COMPLETED
BY CONTRACTOR For BD-08-18

<u>Document</u>	<u>Required (Y/N)</u>	<u>Provided</u>
Bidder's Federal Tax Identification Number:	<u>Yes</u>	_____
Guaranty for Proposal Contract (Proposal Bond) -or- Certified Check (if permitted in bid specifications)	<u>Yes</u>	_____
Form of Proposal	<u>Yes</u>	_____
Statement of Surety related to Performance Bond	<u>No</u>	_____
Non-Collusive Bidding Certification (provide one) (Corporation)	<u>Yes</u>	_____
(Individual or Partnership)	<u>Yes</u>	_____
Site Visit Certification	<u>No</u>	_____
Product Availability Schedule Form	<u>No</u>	_____
Contractor Qualifications	<u>No</u>	_____
Insurance Certificate or Statement from Agent	<u>No</u>	_____

PROPOSAL BD-08-18
FORM OF PROPOSAL

Board of Public Utilities
City of Jamestown, New York

Date _____

Gentlemen:

The undersigned, a _____ (individual, partnership, corporation)
represented by _____ proposes to furnish the materials,
supplies and/or equipment, contained in Bid Specification 08-18 as follows:

- Item 1. _____ \$ _____
- Item 2. _____ \$ _____
- Item 3. _____ \$ _____
- Item 4. _____ \$ _____
- Item 5. _____ \$ _____
- Item 6. _____ \$ _____
- Item 7. _____ \$ _____
- Item 8. _____ \$ _____

We certify that we can supply all materials, supplies and equipment within AA calendar days from the Bid.

We (I) the undersigned declare that we (I) have carefully examined the specifications and will fully comply with the requirements of the specifications except as noted below (list all exceptions taken and provide additional pages if necessary):

#1 Section: _____ Page: _____ Paragraph: _____ Description of exception
(include proposed substitution):

#2 Section: _____ Page: _____ Paragraph: _____ Description of exception
(include proposed substitution):

#3 Section: _____ Page: _____ Paragraph: _____ Description of exception
(include proposed substitution):

#4 Section: _____ Page: _____ Paragraph: _____ Description of exception
(include proposed substitution):

#5 Section: _____ Page: _____ Paragraph: _____ Description of exception
(include proposed substitution):

The above proposal is based on the receipt of bulletin(s) No.(s) _____,
_____, _____, _____.

By: _____, _____
(Signature of Contractor's Representative) (Print Name)

Title: _____, Date _____

GUARANTY FOR PROPOSAL CONTRACT
(Proposal Bond)

KNOW ALL MEN BY THESE PRESENTS, that we _____, a corporation organized and having principal offices at _____ are held and firmly bound unto in the penal sum of \$ _____ Dollars (\$ _____), lawful money of the United States of America, to be paid to _____ or to its certain attorneys, successors, or assigns; for which payment will and truly to be made we bind ourselves, our successors, and assigns, jointly and severally by these presents.

WHEREAS _____ has presented a proposal to the Board of Public Utilities, of the City of Jamestown, New York on the foregoing proposal sheets.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the said proposal, herewith accompanying, dated _____ be accepted as to any or all of the items offered, and if within ten (10) days after notice of such acceptance, said Person shall enter into contract with the Board of Public Utilities, of the City of Jamestown, New York and shall furnish a bond with good and acceptable sureties, as required, then this obligation shall be void and of no effect; otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the _____ has caused its corporate seal to be hereto affixed this _____ day of _____, and these presents to be signed by its _____ pursuant to a resolution of its _____ passed on the _____ day of _____, _____ A.D., a certified copy of which resolution is hereto attached.

ATTESTS:

STATEMENT OF SURETY
Regarding Performance Bond

Having examined the "General Provisions" and "Technical Specification", and the proposal of _____ hereto attached, we hereby declare that, if said proposal or any part thereof be accepted, we are willing to be bound with said Person(s) in the sum of one hundred percent (100%) of the Contract Price, conditioned upon the faithful and satisfactory performance of all the obligations and requirements of the Contract.

Surety _____

Address _____

By _____

As _____

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this proposal, each person signing on behalf of any Person certifies, and in the case of a joint proposal, 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 of this proposal 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 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) 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.

The person signing this bid or proposal certifies that they have fully informed themselves regarding the accuracy of the statements contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.

IN WITNESS WHEREOF, the undersigned corporation has caused its corporate seal to be hereto affixed, and these presents to be signed by its duly authorized officer, this day of _____, _____.

(Name of Corporation)

By _____

(Corporate Seal)

(Title of Officer Executing)

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 their knowledge and belief:

- 1) The prices of 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 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) 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.

The person signing this bid or proposal certifies that they have fully informed themselves regarding the accuracy of the statements contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.

Dated _____, _____

(Signature)
or if partnership

(Name of Partnership)

(Signature of Partner)

By _____
(Signature of Partner)

COMMUNICATIONS AND SHIPPING INSTRUCTIONS

COMMUNICATIONS

Unless specifically indicated elsewhere in the documents, all communications related to these documents and the work described shall be directed to as follows:

Administrative: Jamestown Board of Public Utilities
P. O. Box 700, 92 Steele St.
Jamestown, New York 14702-0700
Attention: Todd Hoagland
Phone (716) 661-1662, FAX (716) 661-1645,
E-Mail: thoagland@jamestownbpu.com

Technical: Jamestown Board of Public Utilities
P. O. Box 700, 92 Steele St.
Jamestown, New York 14702-0700
Attention: Eric South
Phone (716) 661-1608
E-Mail: esouth@jamestownbpu.com

SECTION 5
TECHNICAL SPECIFICATIONS

Bidders shall be prepared to give a complete demonstration of the merits of the machines offered as directed by the purchaser. The machines so demonstrated shall be complete as offered by the bidder for this bid.

Awards will be made to the best responsible bidder as determined by the City of Jamestown Board Of Public Utilities. The quality of the articles to be supplied, their conformity with the specifications, their suitability to requirements and delivery terms shall be taken into consideration.

New and unused pit-launched horizontal directional drill machine capable of drilling up to 60 feet or greater in length and capable of back reaming sizes of 2", 3". The maximum trench length requirement for operation should be no greater than 5 feet in length. If there are any of these standards in which proposed machine does not meet, please provide the description of lacking standard with the machines design standard.

The proposal for this machine should include:

1. 60 feet of drill rod
2. Duckbill Pilot bit (locating sonde capable)
3. Carbide back reamer
4. Pull heads with swivels for 2-3" pipe
5. 50' Hydraulic hoses with disconnects 3000 psi (sized for proposed directional drill)
 - a. Push pull force minimum: 14,000 lbs
 - b. Rotational Torque: 720 ft-lbs
 - c. Rotation speed:100-150 rpm
 - d. Hydraulic flow: 14-20 gpm
 - e. Compatible Guidance system: dci, subsite, underground magnetics
 - f. Drill stem length: 2-3 ft
6. Water tank and water supply pump (mud mixer)
 - a. Motor size: minimum 7 h.p.
 - b. Tank size: 35 gallons or larger
 - c. Diaphragm Capacity: 11 gpm @ 580 psi
 - d. h.p. hose diameter: 3/8"
 - e. h.p. hose length: 50 ft
 - f. Filter type: inline, user cleanable
7. Directional drill guidance system (locating system)
8. Onsite training for unit