

LEGAL NOTICE BD – 18 – 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 1:00 PM, October 4, 2018**, for screen gravel and related items.

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 the BPU website at www.jamestownbpu.com.

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.

Proposals 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 – 18 – 18**" and be delivered at the Board's office located at 92 Steele Street.

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

1 INSTRUCTION TO BIDDERS

Proposals for the materials 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. In making tenders,

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

A bid cannot be withdrawn after the expiration of the time set for receiving bids, nor can letter, telegram, or verbal statement make any change in price or other details. 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.

No bid will be accepted from, nor will any contract be awarded to any person 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 work has heretofore proven unsatisfactory or dilatory.

The City of Jamestown 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 City deems to represent the prudent and economical expenditure of the public moneys for the benefit of the City's inhabitants 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. "BD – 18 – 18" shall be plainly marked on the outside of the sealed envelope containing the bid. If forwarded by mail, the envelope containing each proposal shall be placed in another envelope addressed to Mr. David L. Leathers, General Manager, Board of Public Utilities, 92 Steele St., Jamestown, New York. If forwarded otherwise than by mail, it must be delivered to Mr. David L. Leathers, General Manager, Board of Public Utilities.

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 work 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 work.

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.

If the Bidder should encounter any condition not provided for in the Contract Documents, that will affect its bid or the performance of its contract obligations should the Bidder be awarded the contract, the Bidder shall notify the City in writing, at least five (5) days prior to the opening of the bids and enclose a copy of such letter with the bid.

2 GENERAL INFORMATION

If a firm or partnership makes the bid, 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 his or her authority to do so.

2.1 DEFINITION OF TERMS

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

- The word "City" to mean the City of Jamestown, New York, acting through its Board of Public Utilities.
- The word "Bidder" to mean any individual, firm or corporation submitting a proposal to the Board of Public Utilities of the City of Jamestown, New York.
- The word "Contractor" to mean any individual, firm or corporation undertaking this contract with the City of Jamestown, New York.
- The word "General Manager" to mean the General Manager of the Board of Public Utilities, City of Jamestown, New York.
- The word "Inspector" to mean the person appointed to inspect the materials used and the work performed under this contract.
- The word "days" when used in this contract shall be held to mean calendar days unless otherwise specified.
- The "amount of the contract" shall be held to mean the total amount bid in the Contractor's proposal.

2.2 INTERPRETATION OF SPECIFICATIONS

The Information for Bidders, the Specifications, the Proposal (s), and Instructions to Contractor (s), the Guaranty (s), and Accompanying Plans are intended to describe and provide for the complete work 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.

2.3 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 the City approves each substitution.
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 City prior to the award of the contract.

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

2.4 PROPOSALS

Each Bidder must fill in all tabulation forms attached to these specifications.

All figures written by the Bidder on the proposal shall appear in ink.

2.5 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".

2.6 WITHDRAWAL OF BIDS

Permission will not be given to withdraw any proposal after it has been deposited with the General Manager of the Board of Public Utilities.

2.7 SCOPE

Under this contract the successful bidder agrees to furnish to the BPU the type of screened gravel and information that is listed on the proposal sheet and as specified. The NYS Standard Specifications, dated January 2, 1990, and addenda will be the standard for these items unless specified elsewhere in this proposal.

The duration of this contract will be one calendar year from award date.

3 LEGAL REQUIREMENT

3.1 SUITS IN COURTS

In case any action of law or suit in equity may or shall be brought by or against the City or any of its officers or agents for or on account of any claims under this Contract or otherwise, such action of law or suit in equity shall be brought in the courts of the State of New York, Chautauqua County.

3.2 LAWS TO BE OBSERVED

The Contractor at all times shall observe and comply with all Federal, State and City laws, ordinances, and regulations, in any manner affecting the conduct of the work, and all such orders or decrees as exist at present and those that may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the City and all its offices, officers, agents, and employees, against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by the Contractor, or its employees.

3.3 NO WAIVER OF LEGAL RIGHTS

Neither the inspection by the City, nor by any of its duly authorized agents, nor any order, measurement, or certificate by the City or said agents nor any orders by the City for the payment of money, nor any payment for, nor acceptance of, any work by the City, nor any possession taken by the City or its duly authorized agents, shall operate as a waiver of any provision of this Contract or of any power herein reserved to the City 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.

3.4 SAVE HARMLESS

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

4 EVALUATION FACTORS

The Bidder's proposal will be evaluated based on the following factors:

- Conformance with all requirements of all bidding documents including the Contract Documents and Technical Specification. Exceptions (or clarifications, which, in the City's judgment, are exceptions) subject the Bidder's proposal to possible rejection by the City unless the bidder can adequately demonstrate to the City that the exceptions taken are in the best interests of the City.
- Firm prices. Contract will be for one calendar year. Contractor must be able to deliver small quantity of gravel on an as needed basis, within two hour notice.
- Evaluated City's costs. To evaluate the cost of picking up materials at the pit, the BPU will use a mileage factor. The factor will be based on mileage from 92 Steele St. to the pit, then from the pit back to 92 Steele St. Mileage factor will be \$ 3.25 per mile.
- Delivery time and method
- Experience and responsibility of the bidder.
- Completeness of bidding documents including all details of the proposed materials to be supplied. (All bids must be submitted in a manner and providing enough detail to allow the Board of Public Utilities the information needed to properly evaluate each bid.)

5 PROPOSAL BD – 18 – 18

5.1 FORM OF PROPOSAL

Board of Public Utilities
 City of Jamestown, New York
 Gentlemen:

Date

The undersigned, a _____ (individual, partnership, corporation) represented by _____ proposes to furnish gravel and related materials F.O.B. Jamestown, NY, as specified in the attached specifications as follows:

Item	Description	Unit	Proposed unit cost	Exception/Note
1	Screen gravel as specific in the specification as previously stated	Ton		
2	Course sand as specific in the specification as previously stated	Ton		
3	Pea size stone as specific in the specifications previously stated	Ton		
4	Bank run gravel	Ton		
5	Screen gravel pickup at pit	Ton		
6	Pea stone pickup at pit	Ton		
7	Sand pickup at pit	Ton		
8	Crusher run #2 pit	Ton		
9	Crusher run #2 delivered	Ton		
10	Screened topsoil	Ton		
11	Screened topsoil delivered	Ton		
12	Winter Mix Gravel	Ton		
13	Crushed Stone	Ton		

We (I) the undersigned declare that we (I) have carefully examined the specifications and will fully comply with the requirements of the specifications, except (note exceptions, if any)

Terms of payment _____

Pit Location _____

Mileage from
 92 Steele St. _____

5.2 NON-COLLUSIVE BIDDING CERTIFICATE (CORPORATION)

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 20__.

(Corporate Seal)

Name of Corporation_____

By_____

Title of Office Executing_____

5.3 NON-COLLUSIVE BIDDING CERTIFICATION (INDIVIDUAL OR PARTNERSHIP)

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 _____, 20__

(Signature) _____
or if partnership

(Name of Partnership) _____
(Signature of Partner) _____

6 DESCRIPTION OF BID ITEMS

Materials offered under this proposal shall be of the best of their respective kinds obtainable on the market and shall meet NYSDOT Specifications. The BPU reserves the right to verify the quantity per truck. If there is a problem, the BPU will terminate the contract.

Two Inch (2") Screened Gravel shall meet the requirements of Section 304.2.02, Type 4 of they NYS DOT Standard Specification dated January 2, 1990 and addenda, and course sand to be as coarse and be equal to septic filter sand and pea sized stone.