



## **Notice to Prospective Bidders**

In order to properly expedite the receipt and processing of the bid that you are submitting, you must affix the “IDENTIFICATION LABEL” below to the **outer** envelope of your sealed bid, and deliver it by U.S. Mail, public carrier—such as UPS, FEDEX—or by hand delivery to be dropped off in the White Mailbox outside the main entrance of Town Hall.

**Affix the IDENTIFICATION LABEL to the sealed outer envelope.**

**FAXED OR ELECTRONIC BIDS SHALL NOT BE ACCEPTED. DELIVERY BY SUCH METHODS SHALL RESULT IN AUTOMATIC DISQUALIFICATION.**

For current bid information and awards, please visit our website  
at:

<http://huntingtonny.gov>

Thank you for your cooperation.  
Town of Huntington  
Division of Purchasing

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### **IDENTIFICATION LABEL**



**TOWN OF HUNTINGTON  
PURCHASING DEPARTMENT**  
100 Main Street, Room 209, Huntington, NY 11743

**Vendor's Name** \_\_\_\_\_  
**Bid No:** TOH 21-08-042  
**Bid Name:** EXTERIOR AND GARAGE  
LED LUMINAIRES  
**Due Date:** 08/12/21 at 11:00 A.M. EST

**SEALED BID ENCLOSED**



**TOWN OF HUNTINGTON  
DEPARTMENT OF AUDIT & CONTROL  
PURCHASING DIVISION**

**STANDARD BID TERMS AND CONDITIONS  
AND SPECIAL INSTRUCTIONS TO BIDDERS**

All bid proposals are subject to the following terms and conditions unless modified in writing at the time of bid submission. Upon acceptance of a bid by the Town the terms of the bid shall apply to all orders issued as a result of such acceptance. Each bid received shall be considered an offer to the Town and upon acceptance shall constitute a lawful contract between the bidder and the Town.

Proposals properly completed and executed on the forms provided by the Town for that purpose may be delivered in person by the bidder or his agent or may be mailed to the office of the Director of Purchasing. The Director of Purchasing or her designee must receive all bid proposals, *without exception*, at or before the time specified for the bid proposal being opened and read aloud in the Notice to Bidders. All proposals must be submitted in ink or may be typed.

*It is the bidder's responsibility to ensure that their bid is received by the Purchasing Department in a timely manner. All bids received after the time stated in the Notice to Bidders will not be considered and will be returned unopened to the bidder. Whether it is mailed utilizing the U.S. Postal Service or any other mail carrier or if by personal delivery, the bidder assumes responsibility for having his bid deposited on time and time stamped at the place specified. The bidder assumes the risk of any delay in the mail, including holidays and possible building closures, delays upon entering the building at security, or in the handling of the mail by employees of the Town.*

**1. BIDDING**

(a) **PRICING** - Bidders shall insert unit price and extension for each item.

(b) **DISCOUNTS** - cash discounts will not be a factor in determining awards unless otherwise indicated by the Town. Trade discounts will be a factor in determining the award.

(c) **F.O.B. DELIVERY POINT** - All prices bid must be on the basis F.O.B. delivery point, unloaded inside and assembled unless otherwise indicated in the proposal. A bid on any other basis than that indicated in the proposal may not be considered.

(d) **"OR EQUAL" BIDDING** - When a brand named bid standard is specified, the bidder may offer an article which he certifies to be equal in quality, performance and other essential characteristics to the bid standard. If bidder fails to name a substitute, he will be required to furnish the named bid standard.

(e) **QUANTITIES and MINIMUMS** - If any quantities are indicated, they are merely estimates based on experience or computation. The Town will neither be compelled to order any quantities of any item nor will it be limited by the quantity indicated for any item. The quantity to be ordered will be such as may actually be required, as determined by the ordering department and therefore; **in the best interests of the Town, no award will be made to any bidder for any item contained in this bid if the bidder imposes a minimum order quantity or minimum dollar amount as part of their response to any part of this bid.** The Town of Huntington is

not responsible for estimating quantiles for any agencies other than the municipality of the Town of Huntington.

## **2 - SAMPLES**

Samples or drawings required shall be delivered free of charge as requested. Samples shall be removed by the bidder at his expense. The Town will not be responsible for any samples which are destroyed or mutilated in examination. If samples are not removed within thirty (30) days after written notice to the Vendor, they shall be considered as abandoned and the Town shall have the right to dispose of them as its own property.

## **3 - AWARD WILL BE MADE BY ITEM OR CLASS**

When Class bids are indicated, bidder must bid on each item in the class. A Bidder desiring to bid "no charge" on an item in a class must so indicate; otherwise bid for that class will be construed as incomplete. Items may be combined and awarded as a group if there is a saving in ultimate cost by the reduction of the number of orders issued.

## **4 - DELIVERY**

(a) **INSPECTIONS** - Shall be made at the point of delivery unless otherwise specified. Any food, drug or other commodity which is found to be unwholesome or otherwise unfit for human consumption or use shall not be removed by the Vendor until it is examined by the Department of Health. If condemned, such commodities shall be disposed of as provided by law.

(b) **DELIVERY HOURS** - Deliveries shall be made between 9 A.M. and 3:30 P.M., Monday through Friday and at other times by special arrangements only.

(c) **DELIVERY TIME** - Shall be computed in calendar days from the order date.

(d) **LABELS** - All supplies, which are customarily labeled or identified, must have securely affixed thereto the original unaltered label or marking of the manufacturer.

(e) **NEW MERCHANDISE** - Unless otherwise stated in the quotation or orders, deliveries must consist of only new and unused merchandise, which is currently in production.

(f) **SUPPLIES** shall be securely and properly packed for shipment, according to accepted commercial practice.

(g) **THE CONTRACTOR** shall be responsible for delivery of supplies, equipment or materials in good condition to point of destination. Materials, equipment and/or supplies delivered to and agency shall be the property and sole responsibility of the Contractor or Vendor until such time as the Town accepts the same.

(h) **BILLINGS** for deliveries must be rendered on Town Claim vouchers with appropriate invoices and billing documents attached.

## **5 - DELAYS, NO-DELIVERY, REJECTIONS**

(a) **VENDOR'S FAULT** - If the Vendor fails to make delivery with the time specified or if the delivery is rejected, the Director of Purchasing may obtain such commodities or any part thereof from other sources in the open market or on contract. Should the new price be greater than the order price, the difference, plus the reletting cost and the liquidated damages, if any will be charged against the Vendor. Should the new price be less, the Vendor shall have no claim to the difference, but the reletting cost and the liquidated damages will become charges against the Vendor.

(b) **REJECTED MERCHANDISE** - The Town may withhold acceptance of or reject any goods, which are found, upon examination, not to meet the specified requirements. Upon written notification of rejection, goods shall be immediately removed by the Vendor.

Rejected goods left longer than thirty (30) days will be regarded as abandoned and the Town shall have the right to dispose of them as its own property. On foodstuffs and drugs, no written notice of rejection need be given; upon verbal notice to do so, the Vendor shall immediately remove and replace rejected merchandise.

## **6 - AWARD**

(a) The Director of Purchasing reserves the right to make awards within forty-five (45) days after the date of the bid opening, during which period bids shall not be withdrawn. This period may be extended, for the benefit of the Town by mutual agreement between the bidder and the Director of Purchasing.

(b) The placing of an order by the Director of Purchasing with the bidder for material described in the Request of Bid shall constitute a legal and binding contract. A notice of award will be issued to the successful responsive responsible vendor(s). No orders are to be placed or deliveries and services scheduled until you are issued a signed Purchase Order from the Town. The Town will not be responsible for materials and services provided without a Purchase Order number.

(c) Any contract created shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract. No liability on account thereof shall be incurred by the Town beyond the amount of such monies. It is understood that neither this contract nor any representations by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this contract.

(d) The Town reserves the right to award future contracts/purchase orders to the next low bidder in the event of default or cancellation of a previously awarded contract/purchase order.

## **7 - PERFORMANCE BONDS**

If the specifications require the posting of a performance bond, then within one week after awarding of the contract a performance bond of 100% of the amount of the award, unless an alternate amount is otherwise specified, shall be posted as security for faithful performance, with the understanding that the whole or any part thereof may be used by the Town of Huntington to supply any deficiency that may arise from any default on the part of the bidder. Such Bond must meet all the requirements of the Bid Specifications and the Town Attorney.

## **8 - GUARANTEES BY BIDDER**

Bidder hereby guarantees:

(a) To save the Town, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or non-copyrighted composition secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee and to defend any action brought against the Town in the name of the Town and under the direction of the Town Attorney at the sole cost of the Bidder or in the sole option of the Director of Purchasing to pay the cost of such defense to the Town.

(b) His/her products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work to repair damages of any kind, for which the Vendor's workmen are responsible, to the building or equipment, to his/her own work or the work of other Vendors or in the opinion of the Director of Purchasing to pay for the same by deductions in payments due under this contract.

(d) To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the Town and of the County of Suffolk and the State of New York.

(e) **INSURANCE** - To maintain Workers Compensation and Disability Benefits Insurance during the life of the contract. The Contractor further agrees to conform to all of the requirements of the New York State Workers Compensation Law.

During the life of the contract, the Contractor shall secure and maintain bodily injury and property damage liability insurance. This insurance must be Occurrence coverage; policies in the Claims Made format are not acceptable. The limits of liability insurance shall be **\$2,000,000.00** for any one person and **\$2,000,000.00** for any one occurrence for bodily injury. Automobile Liability insurance with the same limits shall be maintained by the Contractor on all automotive equipment used in connection with the contract.

Certificates of Insurance reflecting the above coverage shall be provided to the Town prior to commencement of any work by the Contractor. These certificates shall be in the name of the Town and shall further name the Town of Huntington as Additional Insured **by endorsement**.

The Contractor/Vendor shall be solely responsible for providing the Town of Huntington with thirty (30) days prior written notice of any cancellation, non-renewal or material change of action with regard to the required insurance coverage. Failure to notify the Town of a change in policy coverage is valid grounds for the Town to void the agreement.

The Contractor/Vendor is required to present the Town of Huntington with an updated insurance certificate as part of its invoice backup for payment processing. Failure to do so will result in non-payment and the Town may choose to void the agreement.

(f) That he/she will keep him/herself fully informed, of all municipal ordinances and regulations, State and National Laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him/her and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen's Compensation and Labor Laws. The contractor agrees to defend, indemnify and hold the Town, its officers, agents and employees harmless from any liability and attorneys' fees, imposed upon or incurred by the Town, its officers, agents and/or employees arising from the negligence, gross negligence, recklessness, malpractice, or intentional tort of the contractor.

(g) That the items furnished shall conform to all of the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(h) That all deliveries will not be inferior to the accepted bid sample.

## **9 - ASSIGNABILITY OF CONTRACTS**

In the event the Contractor assigned, transfers, conveys, sublets, or otherwise disposes of the contract without written consent of the Town of Huntington, said contract shall be null and void and not binding upon the Town. General Municipal Law 109 is incorporated herein by reference as if fully set forth at length.

## **10- LIMITATION OF ACTION**

No action for any cause whatsoever arising out of this order shall be maintained against the Town by the Vendor, or anyone claiming under the Vendor, unless such action shall be commenced within six months:

(a) After expiration of this order or

(b) After the date of written notice to the Vendor from the Town of complete rejection or withheld acceptance or

(c) After the date of written notice to the Vendor from the Town of a deduction from the agreed price on the order, whichever of the events shall be the latest in time.

## **11- LABOR LAWS AND DISCRIMINATION IN EMPLOYMENT**

All bidders must comply with N.Y.S. Labor Law requirements and specifically without limitation:

(a) Pursuant to Sections 220 (e) and 239 of the Labor Law, in the hiring of employees for the performance of work under this contract or any subcontract hereunder:

(I) No contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, national origin, age or sex discriminate against any citizen of the state of New York who is qualified and available to perform work to which the employment relates;

(II) No contractor, subcontractor nor any person on his behalf shall in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, national origin, age or sex;

(III) There may be deducted from the amount payable to the contractor by the Town penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(IV) This contract may be canceled or terminated by the Town and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

(b) Pursuant to Section 220 (2) of the Labor Law, no laborers, workmen, or mechanics in the employ of the contractor, subcontractor or other person doing or contracting to do all part of the work contemplated by the contract, shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property as provided therein.

(c) For every contract for the construction, reconstruction, maintenance and/or repair of public work, every laborer, workingman or mechanic shall be paid not less than such hourly minimum rate of wage and supplements not less than the prevailing wage supplements, all as provided in Article 8 of the Labor Law.

(d) Preference in Employment of Persons Upon Public Works - Every contractor and/or subcontractor agrees to give preference to citizens of the State of New York who have been residents for at least six consecutive months immediately prior to the commencement of their employment, as provided in Section 22 of the Labor Law.

(e) For every contract involving building service work as defined in Article 9 of the Labor Law, the contractor and/or its subcontractors shall be obligated to pay each employee on such work not less than the wage specified for his craft, trade or occupation in the prevailing schedule wages made part or to be made part of the specifications hereto, and agree to be bound by all of the provisions of Article 9 of the Labor Law.

(f) Bidders currently on the NYS Labor Department debarred list will not be considered for award of this contract. By submitting a bid for consideration, the vendor is indicating to Town of Huntington that they are currently in good standing with the NYS Department of Labor at the time of the bid.

## **12 . APPRENTICESHIP PARTICIPATION CONSTRUCTION CONTRACTS:**

(A) In the event this bid is for work to be performed pursuant to a construction contract, during the entire term of the contract, the winning bidder and its general contractor and subcontractor(s), as applicable (collectively, the "Contractor") must be in compliance with the apprenticeship requirements set forth in New York State Labor Law § 816(b) and Huntington

Town Code Section 87-55.1. More specifically, as of the effective date of the construction contract, Contractor shall provide the Town of Huntington:

(i) A list of all trades or classifications of workers it anticipates engaging in connection with the work to be performed under this agreement, given the type and scope of work to be performed (the "Work"), and documentation to show that it has apprenticeship agreements appropriate for said Work which have been registered with, and approved by, the New York State Commissioner of Labor in accordance with Article 23 of the New York Labor Law (each an "Apprenticeship Agreement"); and

(ii) At least one Certificate of Completion from each apprenticeship training program with which Contractor has an Apprenticeship Agreement in place. Contractor must also submit current New York State Department of Labor approved Form AT-401 certificates, or equivalent certificates, demonstrating that pursuant to said Apprenticeship Agreements there is at least one apprentice currently enrolled in each apprenticeship training program. If Contractor is a signatory to a sponsored apprenticeship training program, it must also submit to the Town of Huntington a letter from the sponsor of the apprenticeship training program(s), verifying the Contractor's signatory status as a participating entity approved by the Commissioner of the New York State Department of Labor to employ New York State registered apprentices.

(B) For purposes of request for proposal, a "construction contract" shall mean any contract with a value in excess of \$250,000 to which the Town of Huntington is a party or for work to be performed on Town of Huntington-owned property that concerns the design, construction, reconstruction, improvements, rehabilitation, maintenance, repair, furnishing, equipping of or otherwise providing for any building, facility or physical structure of any kind, and a "Certificate of Completion" shall mean a certificate issued by the New York State Department of Labor which recognizes a person's successful completion, within the twelve (12) month period immediately preceding the effective date hereof, of a qualified apprenticeship training program registered and approved by the Commissioner of the New York State Department of Labor in accordance with the New York Labor Law and 12 NYCRR §600, et seq., and any amendments thereto.

### **13- SALES AND EXCISE TAXES**

Unless the proposal indicates otherwise, the Town is exempt from the payment of any sales, excise or Federal transportation taxes and will be so construed. A vendor desiring refunds of, or exemptions from taxes paid on merchandise accepted by the Town, must submit the proper forms, and the Director of Purchasing, if satisfied as to the facts, will approve or issue the necessary certificates.

### **14- AUDIT**

Purchase orders and contracts are subject to audit by the Comptroller of the Town of Huntington.

### **15- PAYMENT AND COLLECTION OF CHARGES**

(a) The Town will make every effort to pay vouchers within thirty (30) days after (1) proper delivery of merchandise; (2) receipt and approval of a properly executed claim voucher submitted to the Town Comptroller by the receiving Town departments or agencies; voucher forms shall be obtained from such departments or agencies.

(b) In any case where a question of nonperformance of a contract arises, payment may be withheld in whole or in part by the Town.

(c) All charges against a Vendor shall be deducted from current obligations that are due him/her or shall become due. In the event that there are no current obligations, the Vendor shall pay the Town the amount of any such charges.

(d) The Town will also avail itself of cash discounts for payments within prescribed times whenever possible.

### **16- FUEL SURCHARGES**

Town of Huntington will not pay any type of fuel surcharge on any item or contract unless specifically indicated as such by the Town in the solicitation or contract. Any fuel charges added and not authorized by the Town will be deleted from any payments made to the vendor.

### **17- VENUE**

This agreement shall be construed in accordance with the laws of the State of New York. The venue for any action/proceeding regarding this matter shall be the Supreme Court of the State of New York, County of Suffolk and/or the United State District Court, Eastern District of New York

### **18- VENDOR RESPONSIBILITY**

Pursuant to General Municipal Law §103, this contract will be awarded to the *lowest responsive and responsible bidder*. A *lowest responsive bidder* has been defined as a bidder that is pecuniarily responsible, morally worthy, skilled, and possesses judgment, integrity, and sufficient financial resources; is “accountable or reliable”; and, has the ability to perform the contract. The determination of who is *responsible* as part of the term *lowest responsive and responsible bidder* shall be made in accord with General Municipal Law §103, the rules and regulations promulgated pursuant thereto and the body of decisional law interpreting same; and, without limitation to the foregoing, a bidder may not be deemed *responsible* by the municipal agency, if records indicate that there is a:

- Lack of adequate expertise or experience with comparable projects or financial resources to perform the contract;
- Criminal conduct involving government contracts, business activities or environmental laws;
- Grave disregard for the safety of employees, governmental personnel or the public;
- Lack of proper training of personnel;
- Willful noncompliance with prevailing wage and supplement payment laws;
- Significant labor-law violations, including violations of laws regarding child labor, wage payment and unemployment-insurance tax;
- Significant violations of N.Y. Workers Compensation Laws;
- Failure to make good-faith efforts to comply with laws and regulations regarding minority-owned, women-owned, and disadvantaged business subcontractors, where applicable;
- Failure to make good-faith efforts to provide employee apprentice opportunities through registered apprenticeship-training programs, where applicable;
- Mathematically or materially unbalanced bid;
- An unreasonably low bid; i.e. a bid which is so much lower than the agency’s estimate of cost that it appears unlikely that the bidder will be able to perform the contract for its bid price;
- False or misleading statement(s) in connection with a bid or request for approval of a subcontractor;
- Record or history of non-performance on prior town contracts; or



- Any other consideration that the municipal agency deems appropriate, given the facts and circumstances of the contract, including without limitation, the bidder's ability to perform the contract within the required time frame. [33 N.Y. Prac., New York Construction Law Manual §2:4 (2d ed.) (May 2016 update); Opinion of NYS Comptroller 90-48]

### **19- PROTEST POLICY**

It is understood that a party who has responded to a bid, request for proposal, or request for statement of qualification issued by the Town of Huntington shall be considered an interested party to the award or failure to award said contract. Such an interested party shall, within five (5) business days following the award of a contract, be permitted to file a written protest to said action (a "Protesting Party", and "Written Protest"), as set forth below.

Upon the Protesting Party's (i) filing a Written Protest and (ii) payment of a Two Hundred & XX/100 (\$200) Dollar protest fee by certified check or money order made payable to the "Town of Huntington", with each delivered to the Director of Purchasing of the Town of Huntington (and a copy of said Written Protest delivered to the Town Attorney), the Town of Huntington's Director of Purchasing shall notify the Town Attorney in writing of the foregoing.

Not later than twenty (20) business days following his or her receipt of said written notice from the Director of Purchasing, the Town Attorney shall convene a board of responsibility, which shall be comprised of the following persons, (i) the Town Attorney (or Deputy Town Attorney, as directed by the Town Attorney), (ii) the Director of Purchasing, and (iii) the Department Head involved in the procurement of the contract at issue (or his/her Deputy or designee, as directed by the Department Head) (hereinafter, the "Board of Responsibility"). By written notice delivered pursuant to the contact information provided within the Written Protest, the Town Attorney shall notify the Protesting Party of the date, time and location the Board of Responsibility shall meet to consider the Written Protest (the "Protest Hearing"), which may be adjourned at the Town Attorney's sole discretion.

The Town Attorney (or the Deputy Town Attorney, as applicable) shall act as Chair of the Board of Responsibility. He/she shall conduct the Protest Hearing in an informal manner, as the Town Attorney or Deputy Town Attorney sees fit. In its deliberations, the Board of Responsibility shall investigate the Written Protest by, among other things, taking evidence relevant to it. The Protesting Party may appear at the time and place designated by the Town Attorney for Protest Hearing, with or without counsel, and he/she/it may testify and/or submit evidence to the Board of Responsibility in support of his/her/its protest. Additionally, the Protesting Party may invite other persons who may have knowledge of the facts and circumstances surrounding the Written Protest, to attend and give evidence. The Town Attorney may call additional parties who shall have knowledge or expertise with respect to the matters at issue, to attend the Protest Hearing.

The Board of Responsibility shall render a decision on the merits of the Written Protest, with a copy thereof delivered to the Protesting Party not more than twenty (20) business days following the date (and closing) of the Protest Hearing. The Protesting Party may request a copy of any transcript made of the Protest Hearing, which if provided shall be furnished at the Protesting Party's sole cost and expense.

## **20- FORCE MAJEURE**

Unless otherwise expressly provided herein, no Party hereto shall be deemed to be in default of this Agreement (including any modification hereto) due to a delay by it in the satisfaction of an obligation to be performed hereunder, provided said delay can be reasonably shown to have resulted, directly or indirectly, from circumstances beyond its control (and not from its own negligence or willful misconduct), including, without limitation, strikes; work stoppages; power or other mechanical failure; computer virus and/or computer failure; accidents; epidemics, pandemics, endemics or outbreaks; natural disaster; acts of war, terrorism or sabotage; civil or military disturbances; government action; or acts of God (an “Excused Delay”). In the event of an Excused Delay, the time to satisfy said obligation shall be extended for a period equal to the time lost by reason of said delay. Moreover, if the Excused Delay causes the purpose underlying the obligation to be completely frustrated, then the obligation itself shall be excused and its performance requirement cancelled, without recourse or damages. The aforementioned notwithstanding, a Party claiming the benefit of this provision shall, as soon as is reasonably practicable following when such a delay can be anticipated, (a) provide written notice to the other Party of (i) the nature and anticipated duration of the Excused Delay and (ii) the specific cause for said Excused Delay, and (b) if practicable, shall commence using commercially reasonable efforts to resume performance under this Agreement, and to mitigate any damages caused by the Excused Delay

## **21- COVID-19**

Unless otherwise expressly provided herein, no Party hereto shall be deemed to be in default of this Agreement (including any modification hereto) due to a delay by it in the satisfaction of an obligation to be performed hereunder, provided said delay can be reasonably shown to have resulted, directly or indirectly, from circumstances caused by the COVID 19 pandemic and related factors (an “Excused Delay”). In the event of an Excused Delay, the time to satisfy said obligation shall be extended for a period equal to the time lost by reason of said delay. Moreover, if the Excused Delay causes the purpose underlying the obligation to be completely frustrated, then the obligation itself shall be excused and its performance requirement cancelled, without recourse or damages. The aforementioned notwithstanding, a Party claiming the benefit of this provision shall, as soon as is reasonably practicable following when such a delay can be anticipated, (a) provide written notice to the other Party of (i) the nature and anticipated duration of the Excused Delay and (ii) the specific cause for said Excused Delay, and (b) if practicable, shall commence using commercially reasonable efforts to resume performance under this Agreement, and to mitigate any damages caused by the Excused Delay.

## **IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), §165-a. effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL §165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before The Town of Huntington (Town) may approve a request for Assignment of Contract.

During the term of the Contract, should Town receive information that a person is in violation of the above referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, the Town shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The Town reserves the right to reject any request for assignment for an entity that appears on the prohibited entity list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

## CONTRACTS INVOLVING INSTALLATION

1. Contractor shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work premises shall be left in a neat unobstructed condition, the buildings broom clean, and everything in satisfactory repair and order.
2. Installation shall also include the furnishing of any rigging necessary to move equipment into the building; also the removal and resetting of any removable windows used for moving equipment into building and removal of any trade-ins, if any.
3. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing equipment in the locations required.
4. Contractor shall furnish adequate protection from damage for all work and shall repair damages of any kind for which the Contractor or his/her works are responsible.

## VEHICLES

5. All equipment bid must be in production and have had in use experience. Any and all equipment listed by the Manufacturer as "Standard" for the model offered shall be provided on the delivered vehicle.
6. The Manufacturer's Standard Warranty shall cover all equipment delivered.
7. Vehicles shall be completely serviced including cleaning (outside and inside) prior to delivery.
8. Award will not be made to any dealer who cannot provide warranty repairs and services within the County of Suffolk.  
Vendor not having a place of business in the County of Suffolk shall provide in writing the name and location of the agency within the County of Suffolk where such services will be performed.
9. **No name other than the Manufacturer's shall appear on the Vehicle.**
10. Any deviations from these Specifications will be considered cause for disqualification unless fully explained in the bid. Acceptance of such deviations shall be within the discretion of the Director of Purchasing.
11. Bids will be considered only from Equipment or Vehicle Manufacturers or their Authorized Dealers.
12. All vehicles shall be painted the color as specified. All paint shall be factory applied at the time of vehicle manufacture. *Dealer painted vehicles will not be accepted.*

## PRE-DELIVERY INSPECTION

13. There will be Pre-delivery Inspection of Vehicles including Automobiles, Boats and Motors, Trucks, Motorized Industrial Equipment of any kind including Dozers, Payloaders, Graders, Snow Moving, Waste Handling Equipment, Beach and Lawn Maintenance Equipment and any classifications of Earth and Material moving and/or handling equipment sold to the Town of Huntington.

(a) The Manufacturer or his Authorized Dealer, whichever is the vendor of record to the Town of Huntington for the equipment, must notify the Director of Purchasing of the Town by

Certified Mail prior to delivery, informing him when the equipment or vehicle is ready for delivery to the Town of Huntington.

(b) The Manufacturer or Dealer shall make the vehicle or equipment comply with all required Bid Specifications, as ordered by the Town of Huntington.

(c) All accessories and additions which have been ordered and are to be part of the vehicle are to be affixed and operable prior to inspection. All documentation including but not limited to warranties, guarantees, instruction manuals, certificates of inspection and certificates of compliance shall be available for inspection along with the vehicle or equipment.

(d) The Vendor shall, prior to delivery to the Town, make the vehicle or equipment available for inspection by Town of Huntington. The Director of Purchasing shall at his sole discretion designate a Town facility as a Pre-delivery Inspection location.

(e) Upon satisfactory completion of Pre-delivery Inspection a certificate of acceptance will be issued to the ordering department of the Town of Huntington. This certificate will be forwarded to the Comptroller's office with the Invoice and Claim Voucher from the vendor. No invoice will be paid to a vendor without the accompanying certificate of acceptance.

#### **SAFETY DATA SHEETS (SDS)**

14. As the Town is required to be in compliance with Federal OSHA Communication Standard 29CFR1910.1200 all classes of materials covered by the specification that are purchased by the Town shall, no later than the time of delivery, receive a copy of the SDS appropriate to the ordered material. Failure to comply with this requirement shall be construed as improper or incomplete delivery and payment will be withheld until all terms and conditions of the purchase contract are met to the satisfaction of the Director of Purchasing.

## **NEW YORK: CONTRACTUAL NON-DISCRIMINATION PROVISION**

To be included in every contract for the construction, alteration or repair of any public building or any public work or for the manufacture, sale or distribution of materials, equipment or supplies (performed within the state):

\* \* \*

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, neither the Contractor, nor any subcontractor engaged by the Contractor, nor any person acting on behalf of the contractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which his or her employment relates.

(b) Neither the Contractor, nor any subcontractor engaged by the Contractor, nor any person acting on behalf of the Contractor or any subcontractor engaged by the Contractor, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin.

(c) The Town may deduct from the amount payable to the Contractor under this contract a penalty of fifty dollars (\$50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract.

(d) The Town may cancel or terminate this contract, and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract.

(e) The aforesaid provisions of this section, insofar as they apply to the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

## **SPECIAL INSTRUCTIONS TO BIDDERS**

If you wish to retain copies of your submission for your records you may photocopy any pages you require. The successful low bidder will be issued a notice of award.

**In the case of inclement weather or a declared emergency go to the Town website for information: <http://huntingtonny.gov>**

In the event that the Town of Huntington Purchasing Office is closed the day of the Bid Opening, the bid(s) will be opened at the same time the next day that the Town of Huntington Purchasing Office is open.

PLEASE TAKE NOTE OF THE

### **NON-COLLUSIVE and the PUBLIC DISCLOSURE STATEMENTS**

Completion of these sections of the bid are *required* each and every time a bid is submitted.

Completion of these sections any time in the past does not relieve the bidder from completion of these pages with this bid.

***Financial documents as specified in paragraph nine (9) of the Public Disclosure Statement must accompany this bid. If you wish these financial statements to remain confidential, please so indicate at the time of submission.***

If you fail to complete these sections and to have them properly notarized as required,

***You may be judged non-responsive and not be awarded the contract,***

even if you are the lowest bidder.

Under §53-3 through §53-8 of the Code of the Town of Huntington and GML §103 the Town requires that this document be returned intact and that it be filled out completely as part of your formal sealed bid response.

Questions During the Bidding Period: Questions, requests for information or interpretations concerning the drawings or specifications, or any aspect of the project must be addressed in writing to the DIRECTOR OF PURCHASING, TOWN OF HUNTINGTON, Town Hall, 100 Main Street, Room 209, Huntington, New York 11743, Fax # (631) 351-2833 or email at [purchasing@huntingtonny.gov](mailto:purchasing@huntingtonny.gov) and to be given any consideration, must be received at least five (5) business days prior to the date fixed for the opening of bids.

**Please do not remove any pages from this bid package.**

BIDDERS PLEASE READ ATTACHED  
TERMS AND CONDITIONS CAREFULLY AND  
CONFORM TO THE INSTRUCTIONS CONTAINED  
IN THESE BID DOCUMENTS.

**ALL OF THESE PAGES ARE TO BE  
RETURNED COMPLETED AND INTACT.**

**TOWN OF HUNTINGTON  
DEPARTMENT OF PURCHASING**

**100 MAIN STREET, ROOM 209**

**HUNTINGTON, N.Y. 11743**

<http://huntingtonny.gov>

**PROPOSAL FOR SUPPLIES OR SERVICES**

**EXTERIOR AND GARAGE LED LUMINAIRES**

**BID NO. TOH 21-08-042**

---

Contracting Firm Name

---

Address

---

City, State, Zip

---

Telephone

---

Contracting Firm Federal Identification Number

---

Fax

---

Email Address

TO ALL PROSPECTIVE BIDDERS:

This proposal, duly signed and sealed for the herein named supplies and/or services will be received and opened at the Purchasing Department, 100 Main Street, Room 209, Huntington, NY 11743 at the date and time called for in the Notice to Bidders.

**THIS BID MUST BE RETURNED IN A SEALED ENVELOPE SHOWING YOUR NAME, BID TITLE, NUMBER AND DATE OF BID. ORIGINAL SIGNATURES AND SEALS PERTAIN. COPIES OF SIGNATURES OR SEALS ARE NOT VALID FOR THE PURPOSES OF THIS BID.**

**PLEASE USE THE ENCLOSED LABEL TO HELP IDENTIFY YOUR BID AND TO INSURE PROMPT AND ACCURATE PROCESSING.**



## **NOTICE TO BIDDERS**

Sealed bids will be received by the Director of Purchasing, Town of Huntington,, 100 Main Street, Room 209, Huntington, New York 11743, until **11:00AM Prevailing Time, Thursday, August 12, 2021**, when they will be opened for the following item(s):

**ITEM 1 – MASON SUPPLIES AND CONCRETE BLOCKS      BID NO. TOH 21-08-041**

**ITEM 2 – EXTERIOR AND GARAGE LED LUMINAIRES      BID NO. TOH 21-08-042**

Pursuant to New York General Municipal Law §103(16), the contract awarded hereby shall be made available to other New York State governmental entities and, therefore, any New York State officer, board or agency of a political subdivision or of any district therein authorized to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance, or repair of apparatus, materials, equipment or supplies, may make such purchases, or may contract for such services through the use of this contract. Said entities using this contract shall be wholly responsible for the determination that the contract meets their requirements and for the issuance of said contract and shall be solely responsible for the payment of any and all debts and claims that arise thereunder.

The right is reserved by the Town to waive any informalities in, to reject any or all bids submitted, or to accept the bid and award the contract to the lowest, responsible formal Bidder, in the best interest of the Town, pursuant to Section 103 of the General Municipal Law.

A proposal submitted by a bidder who is not in full compliance with the provisions of the Huntington Town Code at the time of submission will be denied.

Complete specifications for the above item(s) may be downloaded at <http://huntingtonny.gov> under Bids/RFPs. All other inquiries should be directed to [purchasing@huntingtonny.gov](mailto:purchasing@huntingtonny.gov) or fax us @ 631-351-2833.

LORI E. FINGER, CPPB  
DIRECTOR OF PURCHASING

**DATED: JULY 22, 2021**

**THE APPROPRIATE SECTION OF THIS PAGE MUST BE SIGNED BY ALL BIDDERS**  
**GENERAL MUNICIPAL LAW - 103-D**

Non-collusive bidding certifications:

By submission of this bid or proposal, the bidder certifies that; (A) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor; (B) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor; (C) No attempt has been or will be made to induce any other person, partnership, or corporation to submit to or not to submit a bid or proposal; (D) The person signing this bid proposal certifies that he has fully informed himself 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.

**If Not A Corporation**

\_\_\_\_\_  
Bidder's Business Name

\_\_\_\_\_  
Signed By

\_\_\_\_\_  
Title

**If A Corporation**

(E) The following is a certified copy of resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the corporate bidder. Resolved that \_\_\_\_\_ be authorized to sign and submit the bid or proposal of this corporation for the project described, herein, in the Notice to Bidders, Item # \_\_\_\_\_ (where applicable) and to include in such bid or proposal the certificate as to non-collusion required by section one hundred three-D (103-D) of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by

\_\_\_\_\_ corporation at a meeting of its

Board of Directors held on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. SEAL OF THE

CORPORATION \_\_\_\_\_  
Signature of Secretary

**PUBLIC DISCLOSURE BY CONTRACTOR/VENDORS DOING BUSINESS  
WITH TOWN OF HUNTINGTON**

For use pursuant to Chapter 53 of the Code of the Town of Huntington

1. Contractor's/Vendor's Name \_\_\_\_\_  
Address \_\_\_\_\_  
City and State \_\_\_\_\_ Zip Code \_\_\_\_\_
2. Contracting Department's Name \_\_\_\_\_  
(Enter "Purchasing" if Supply or Service Bid) \_\_\_\_\_
3. Payee Federal Identification or Social Security No. \_\_\_\_\_
4. Type of Business:  Corporation  Partnership  
 Sole Proprietorship  Other \_\_\_\_\_
- 5a. Is your firm entering into a contract in excess of \$1,000?  
 Yes  No
- 5b. Is your firm entering into more than one contract with the Town of Huntington aggregating more than \$1,000?  
 Yes  No
- 5c. Are you making application to the Town Board, Planning Board or Zoning Board of Appeals of the Town of Huntington involving work in excess of \$1,000?  Yes  No. If you answered Yes to part 5a, 5b or 5c, you must complete parts 6 through 8. In any event, you must answer parts 9, 10 & 11.
6. List the names and addresses of all shareholders who hold an actual or beneficial interest in five percent (5%) or more of the outstanding stock issued by the contractor or vendor including the names and addresses of officers and Directors of corporate shareholders.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. List the names and addresses of any other contractor, vendor or person who has, holds or may derive any actual or beneficial percentage of interest in any other form of ownership (that is, other than stock ownership) of the contractor or vendor in an amount equal to five percent (5%) or more.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Table of Organization.
  - a. List names and addresses of all individuals serving on the Board of Directors or comparable body of the contractor or vendor.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  - b. List names and addresses of all corporate officers of the contractor or vendor. (Include title of officer.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  - c. List the names and addresses of all counsel of the contractor or vendor.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**TOWN OF HUNTINGTON**  
**AFFIRMATION OF FINANCIAL STATEMENT**  
Part of Question 9 of Attached Public Disclosure Statement

I hereby affirm that the financial statement herein submitted is a true and accurate statement.

Company Name \_\_\_\_\_

Individual Signature \_\_\_\_\_

Individual's Name \_\_\_\_\_

(Print or Type)

Title \_\_\_\_\_

Date \_\_\_\_\_

Notary Public  
State of New York, County of \_\_\_\_\_

Before me came \_\_\_\_\_ known to me and affirms that he has read the attached financial information and that the attached statement is true to the affirmant's own knowledge.

Notary Public \_\_\_\_\_ Date \_\_\_\_\_

Notary Seal

**TOWN OF HUNTINGTON  
BIDDER'S AFFIDAVIT**

At the time of submission of the bid proposal, the following affidavit must be executed and transmitted to OWNER.

STATE OF NEW YORK )  
COUNTY OF SUFFOLK ) ss:

\_\_\_\_\_, being duly sworn deposes and says that he/she is the  
(Name)

\_\_\_\_\_ of \_\_\_\_\_ which company is  
(Officer) (Corporation)

submitting a bid proposal for \_\_\_\_\_,  
(Project/Bid Number) (Description of Project/Bid)

\_\_\_\_\_.

\_\_\_\_\_, understands and is familiar with the provisions of  
(Corporation)  
the Huntington Town Code.

\_\_\_\_\_ is currently in full compliance with the provisions  
(Corporation)  
of the Huntington Town Code and makes this affidavit in order to induce the TOWN OF

HUNTINGTON to award the aforesaid bid to \_\_\_\_\_  
(Corporation)

with full knowledge that the TOWN OF HUNTINGTON is relying on the truth and accuracy  
of the statements contained herein.

\_\_\_\_\_ further understands and agrees that the bid will be  
(Corporation)  
denied if \_\_\_\_\_ is not in compliance with the Code of the Town  
(Corporation)  
of Huntington.

\_\_\_\_\_  
Signature (Officer)

\_\_\_\_\_  
Print Name (Officer)

Dated: \_\_\_\_\_

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**BIDDER'S STATEMENT ON SEXUAL HARASSMENT**

**IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW §139-1**

In keeping with the provisions of State Finance Law §139-1, competitive bidders for public contracts shall be required to sign and submit under the penalty of perjury the following certification affirming compliance with the requirements of New York Labor Law §201-g:

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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Dated: \_\_\_\_\_, New York  
\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed or Typed Name of Official and Title

Sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public



Insurance Certification Affidavit

**EXTERIOR AND GARAGE LED LUMINAIRES  
BID NO. TOH 21-08-042**

Bidder's Acknowledgment:

**I acknowledge that I have reviewed the insurance requirements of this bid and have considered the costs of procuring the required insurance. I hereby certify that if my company is awarded the contract, I will be able to supply the insurance required in accordance with the bid.**

**I understand that a Certificate of Insurance must be submitted if awarded the contract; and if it is not, the Town of Huntington may reject my bid and award to the next lowest responsive, responsible bidder.**

**Firm Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Bidder's Signature**

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The bidder hereby acknowledges that he has received and that he has considered in the preparation of his bid, all requirements in the following Addenda to this contract:

<u>ADDENDUM</u>	<u>DATE OF ADDENDUM</u>	<u>ACKNOWLEDGEMENT BIDDER(SIGNATURE)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The indicated acknowledgements are to be by the same persons executing the Bid.

**IMPORTANT:**

**THIS FORM MUST BE FILLED IN BY ALL BIDDERS. IF NO ADDENDA ARE RECEIVED, INDICATE "NONE", AND SIGN THE ACKNOWLEDGEMENT.**

**Contracted Entity Third-Party Certification Statement - Stormwater Management Program:**

**ATTENTION CONTRACTORS:** THIS CERTIFICATION APPLIES TO ALL CONTRACTS WITH THE TOWN OF HUNTINGTON WHERE THE CONTRACTOR IS PERFORMING WORK THAT MAY DIRECTLY OR INDIRECTLY CAUSE OR CONTRIBUTE TO POLLUTANT DISCHARGES INTO MUNICIPAL SEPARATE STORM SEWER SYSTEMS LOCATED THROUGHOUT OF THE TOWN OF HUNTINGTON.

I certify under penalty of law that I understand and agree to comply with the terms and conditions of the Town of Huntington's Stormwater Management Program (SWMP)\* and Stormwater Management Program Plan (SWMPP)\*\* and agree to implement any corrective actions identified by the Town of Huntington and/or its designated representative(s).

I also understand that the Town of Huntington must by law comply with the terms and conditions of the State of New York's State Pollutant Discharge Elimination System (SPDES) GP-0-15-003 "*Municipal Separate Storm Sewer Systems (MS4) Permit*"\*\*\* and that it is unlawful for any person employed by or under contract to the Town of Huntington to directly or indirectly cause or contribute to a violation of surface water and/or groundwater quality standards.

Further, I understand that my own responsibility and/or liability to comply with the terms and conditions of the Huntington SWMP and Huntington SWMPP as a condition of performing and being paid for the work pursuant to the subject contract shall be neither diminished, eliminated nor lessened by any MS4 program non-compliance by the Town of Huntington with respect to said contract or any other element of the Town's MS4 Program.

<hr/> <b>(Name of Contractor)</b> <hr/>
<hr/> <b>(Signed By)</b> <hr/>

<b>Contact Information</b>	
<b>Business/Firm Name:</b>	<hr/>
<b>Address:</b>	<hr/> <hr/>
<b>Telephone Number:</b>	<hr/> <hr/>

\* - <http://www.huntingtonny.gov/content/13749/16439/16577/16591/default.aspx>

\*\* - [http://www.huntingtonny.gov/filestorage/13749/16439/16577/16591/26387/Town\\_of\\_Huntington\\_SWM\\_P\\_Plan\\_031413\\_Rev3.pdf](http://www.huntingtonny.gov/filestorage/13749/16439/16577/16591/26387/Town_of_Huntington_SWM_P_Plan_031413_Rev3.pdf)

\*\*\* - [http://www.dec.ny.gov/docs/water\\_pdf/ms4permit.pdf](http://www.dec.ny.gov/docs/water_pdf/ms4permit.pdf)

STATE OF NEW YORK )  
: SS.:  
COUNTY OF SUFFOLK )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_, that he/she is \_\_\_\_\_ of the corporation described herein and which executed the foregoing instrument and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
: SS.:  
COUNTY OF SUFFOLK )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me came \_\_\_\_\_, to me known and known to me to be the individual described in, and who executed the foregoing instrument, and acknowledged that he/she executed the same.

\_\_\_\_\_  
Notary Public

**TOWN OF HUNTINGTON  
BID SPECIFICATIONS**

**EXTERIOR AND GARAGE LED LUMINAIRES  
BID NO. TOH 21-08-042**

**EXTERIOR AND GARAGE LED LUMINAIRES**

**1. GENERAL SPECIFICATIONS**

This specification covers the requirements for furnishing various types of exterior and parking garage luminaires. The luminaires shall be of the LD Lighting type, designed for use of a horizontally or vertical mounted lamp, and shall be of a completely weatherproof, heavy-duty, utility grade construction. **All bidders must submit catalog sheets, specifications and warrantee information for fixtures proposed in this bid. All catalog and specification sheets must be labeled with the name of the bidder. A shop drawing of the fixture mounting arrangement must be submitted with the bid document.**

**2. MANUFACTURING SPECIFICATIONS**

**2.1 Housing:** The fixture housing shall have a heavy duty die-cast aluminum body and prismatic polycarbonate lens. The fixture housing shall be finished with a weatherproof, electrostatically applied; polyester powder-coat paint colored bronze.

**2.2 Mounting:** The Canopy and Slim Wall Pack fixtures shall be designed for direct surface mounting over a 4x4 electric box. Two mounting holes must be provided on a diagonal to allow the fixture to mount square with the walls. The Flood light fixture mounting will be specified on order.

**2.3 Reflector:** The reflector shall be of the high-performance type and shall be designed and hydroformed to provide for maximum light output from the fixture. The aluminum reflector shall maintain its reflectance for the life of the luminaire (10 years).

**2.4 Lens:** The Canopy fixture must have a prismatic non yellowing, polycarbonate lens, heat and impact resistant. A continuous elastomeric gasket shall seal the lens and housing. The lens shall be hinge mounted to fixture. Retaining screws must be captive and retained on lens during assembly and disassembly. The Slim Wall Pack fixtures must have an impact resistant lens made of clear borosilicate glass. The Flood Light Fixture must have a clear tempered glass lens. All fixtures must have a silicon rubber gasket.

**2.5 Generator:** Ballast shall be internally mounted, integrated circuit high power factor type, shall be pre-wired, and suitable for high temperature operation. Generator shall be designed for operation at 60 Hz. 120-277 volt AC, shall allow for proper operation of the lamp with a  $\pm 5\%$  line voltage variation and shall be of the highest efficiency design available. The generator shall have a  $>99$  power factor with THD $<10\%$ . Shall have a 100,000 hour rated life. The operating frequency shall be 250 kHz, preventing interference issues with other electronic and communication equipment.

**2.6 Lamp rating:** 100,000 hours for enhances safety and maintenance and 95 lumens per watt. The 40Watt fixture must emit a minimum of 3,800 Lumens, the 120Watt fixture must emit a minimum of 11,400 Lumens and the 150Watt fixture must emit a minimum of 14,250 Lumens. Lumen maintenance must be greater than 90% at 20,000 hours.

**2.7 Listing:** Fixture shall be UL listed for exterior damp locations.

### **3. OPERATING SPECIFICATIONS**

**3.1** The complete luminaire shall be rated for 100,000-hour life.

**3.2** The luminaire shall be instant start at  $-35$  degrees Celsius and instant restrike.

**3.3** Lumen depreciation shall be not greater than 15% over the life of the lamp.

**3.4** The luminaire shall have a CRI of 90.

### **4. WARRANTY**

The manufacturer shall warranty the entire luminaire against defects of materials and parts, workmanship, and/or failure to operate properly in service for a period of ten (10) years after the date of purchase. If failure occurs within 5 years the manufacturer shall repair or replace the luminaire within 90 days. Repair or replacement will be at the discretion of the Town of Huntington. If the failure occurs within the 6<sup>th</sup> thru 10<sup>th</sup> year the manufacturer shall supply the Town of Huntington with replacement generator and lamp. Warrantee documentation must be submitted with the bid document.

### **5. SHIPPING & DELIVERY**

**5.1** Each luminaire shall be securely packaged in an individual heavy-duty, cardboard carton legibly marked with its contents; including the lamp wattage and type, input line voltage, catalog number, and date of manufacture. Cardboard cartons shall be shipped shrink-wrapped on wooden pallets. Shipper must notify the Town of Huntington Streetlighting Department @ (631)351-3259, 24 hours prior to delivery.

**ITEM 5  
BID SPECIFICATION**

**15 WATT SELF BALLASTED LED LAMPS**

**1. GENERAL SPECIFICATIONS**

This specification covers the requirements for furnishing of screw in LED , A21, 15 watt, frosted with self contained ballast.

**2. MANUFACTURING SPECIFICATIONS**

2.1 Material: The lamp size is 3 inches wide by 6 inches high maximum, with medium lamp base. The life span shall be 25,000 hours flicker free with lumen output of 1600 lumens. Instant start up and restrike, flicker free. Lumen maintenance of 80% at 90% of rated life span.

**4 BIDDING SPECIFICATIONS**

The following is a list of the individual items to be bid and the estimated quantity that will be ordered during the contract period

Item Description	Item#	Est. Quantity
15 WATT SELF BALLASTED LED LAMPS	5	600

**PRICES**

If a like or lower quantity of any item in this BID is sold to any Political sub-division, School District, Fire District or any agency of the State of New York at a greater discount or lower price than the prices quoted herein, the price of the Town of Huntington shall be reduced to that lower price.

**CANCELLATION**

The Town may upon not less than Thirty (30) Days' notice to the other party cancel this contract without recourse. Such cancellation shall in no way be deemed a breach of contract.

**INVOICING** All invoices must have unit prices listed.

**CONTRACT TERM**

Contract period is for two (2) years from date of award.

BID PROPOSAL  
TOWN OF HUNTINGTON  
DEPARTMENT OF AUDIT & CONTROL  
PURCHASING DIVISION  
100 MAIN STREET  
HUNTINGTON, NEW YORK 11743  
TEL: (631) 351-3177 FAX: (631) 351-2833  
<http://huntingtonny.gov>

\_\_\_\_\_  
BIDDER'S NAME

\_\_\_\_\_  
ADDRESS

DEPARTMENT OF PURCHASING  
TOWN OF HUNTINGTON  
100 MAIN STREET  
HUNTINGTON, NEW YORK 11743

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
TELEPHONE FAX

Dear Sir:

\_\_\_\_\_  
Email Address

In compliance with your advertisement for bids to be opened \_\_\_\_\_ and subject to all conditions thereof, the undersigned hereby proposes to furnish and deliver the supplies and/or services itemized in this proposal in accordance with the Notice to Bidders, General Information, Conditions and Specifications contained herein for the following prices. All prices quoted shall be F.O.B. Huntington. For delivery locations outside the Town of Huntington, at the contractor's option, shipping costs from the contractor's address (as stated in the bid) may be added to invoice with a copy of the freight bill. Shipping Costs are to be prepaid by the contractor and such orders are to be shipped on an F.O.B. destination basis.

**EXTERIOR AND GARAGE LED LUMINAIRES**  
**BID NO. TOH 21-08-042**

*(COMPLETE PRICE SCHEDULE BELOW)*



BID NO. TOH 21-08-042

BIDDER'S NAME: \_\_\_\_\_

ITEM NO.	DESCRIPTION	ESTIMATED PURCHASE QUANTITY	UNIT PRICE
1	40 Watt LED Canopy Fixture Manufacturer: _____ Model No. _____ Delivery A.R.O. _____ Warranty _____	100	/each
2	120 Watt LED Flood Light Fixture Manufacturer: _____ Model No. _____ Delivery A.R.O. _____ Warranty _____	100	/each
3	150 Watt LED Flood Light Fixture Manufacturer: _____ Model No. _____ Delivery A.R.O. _____ Warranty _____	100	/each
4	40 Watt LED Slim Wall Pack Fixture Manufacturer: _____ Model No. _____ Delivery A.R.O. _____ Warranty _____	100	/each

Any corrections on price pages must be prior to bid opening and initialed by bidder

BID NO. TOH 21-08-042

BIDDER'S NAME: \_\_\_\_\_

ITEM NO.	DESCRIPTION	ESTIMATED PURCHASE QUANTITY	UNIT PRICE
5	15 WATT SELF BALLASTED LED LAMPS Manufacturer: _____ Model No. _____ Delivery A.R.O. _____ Warranty _____	600	/each

Any corrections on price pages must be prior to bid opening and initialed by bidder

BID NO. TOH 21-08-042

BIDDER'S NAME: \_\_\_\_\_

No verbal changes to, or verbal clarifications or verbal communications of any kind relating to any bid specification are binding upon the Town. No employee, agent, consultant or representative purporting to be acting on behalf of the Town is authorized to make such communications. All questions regarding the content of any bid documents must be submitted in writing to the Purchasing Department. If appropriate, responses will be made in the form of addenda, to all parties of interest.

Bidder acknowledges receipt of Notice to Bidders, Standard Terms and Conditions, and Special Instructions to Bidders.

Respectfully Submitted,

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signed By

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**This agreement must be signed by bidder in order for this bid to be considered as a conforming response.**

After the opening of bids, the placing of an order by the Director of Purchasing of the Town of Huntington, New York, with the bidder for the supplies and/or services herein described, shall be deemed an acceptance of this proposal, and shall constitute a contract between the Town of Huntington, and the bidder for supplying the materials and/or services herein described in accordance with the terms of this proposal and at the prices named herein. Unless otherwise indicated this contract will expire on or about **September 30, 2023**.

**EXTERIOR AND GARAGE LED LUMINAIRES**  
**BID NO. TOH 21-08-042**

\_\_\_\_\_  
Legal name of person, firm or corporation submitting this bid

\_\_\_\_\_  
Signature of authorized individual submitting this bid

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

**IF A CORPORATION (FIRM)**  
President (member)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

Vice-President (member)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

Secretary (member)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

Treasurer (member)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

**RETURN THIS PAGE IF YOU ARE SUBMITTING A "NO BID"**

**STATEMENT OF NO BID**

**RE: EXTERIOR AND GARAGE LED LUMINAIRES**  
**BID NO. TOH 21-08-042**

Attention Prospective Bidder:

In the event your firm declines to bid, please advise this office to that effect by completing the following and returning via fax to (631) 351-2833 or email to purchasing@huntingtonny.gov.

We, the undersigned, have declined to bid for the following reasons (please check all that apply):

- \_\_\_\_\_ We do not offer this product / service.
- \_\_\_\_\_ Our work schedule would not permit us to perform.
- \_\_\_\_\_ We are unable to meet specifications.
- \_\_\_\_\_ We do not have a representative in this area.
- \_\_\_\_\_ We are unable to meet your bond requirements.
- \_\_\_\_\_ Other: \_\_\_\_\_
- \_\_\_\_\_ Please remove our firm from the Town's bidders list.
- \_\_\_\_\_ Please keep our firm on the Town's bidders list

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Representative (print): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_