



Town of Henrietta

Invitation to Bid

For:

New Henrietta Town Library Audio/Video Equipment
Bid# TOH20190322-2

Bid Issued: March 22, 2019
Bids Due and Opened: March 29, 2019

By:

The Town of Henrietta
Town Clerk's Office
475 Calkins Road
Henrietta, New York 14467

Henrietta Town Board

Stephen Schultz	Supervisor
Scott Adair	Councilperson
Robert Barley	Councilperson
Michael Stafford	Councilperson
Rick Page	Councilperson

Town Staff

Andrew Stewart	Director of Information Services
Rebecca Wiesner	Town Clerk & Receiver of Taxes



Town of Henrietta
475 Calkins Road
Rochester, NY 14467

March 22, 2019

**RE: Invitation to Bid New Henrietta Town Library Audio/Video Equipment
Bid # TOH20190323-2**

Dear Sir or Madam:

The Town of Henrietta seeks bids from qualified parties to provide audio/video equipment for the New Henrietta Public Library.

This Invitation to Bid will provide your firm with sufficient information to enable you to prepare and submit a response. The specific requirements are described in more detail in the General Specifications & Instructions.

Your bid response must include all information requested within Invitation for Bid in order to be considered. Three (3) hardcopies must be submitted in a sealed envelope and received by the Town Clerk, 475 Calkins Road, Henrietta, NY 14467 no later than 11:00 a.m., March 29, 2019, when they will be publicly opened and read aloud, in order for it to be considered for award.

Questions concerning the contract terms and conditions should be addressed to my office at 585.444.2209 or astewart@henrietta.org. I hope to receive your offer for this work.

Sincerely,

A handwritten signature in black ink that reads 'Andrew Stewart'.

Andrew Stewart
Director of Information Services

cc: Linda K. Salpini, Director of Finance

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GENERAL SPECIFICATIONS & INSTRUCTIONS TO BIDDERS

Timeline and Calendar of Events

Bid Posted	March 22, 2019
Questions regarding this Bid must be Submitted by 1:00 PM	March 26, 2019
Bidder response due by and opened at 11:00 AM	March 29, 2019

Marking of Bid Envelopes

Paper copies of bids must be contained in a sealed envelope, plainly marked, showing the bid name, Bid number, date and the bidder's name.

Compliance with Specifications

Your bid must be in strict compliance with the specifications and offer the same or equal equipment. The scope of work is found in Exhibit A. Exceptions are to be listed separately in a letter which will become a part of your proposal, otherwise it is fully understood that the services offered is exactly as specified. The Town of Henrietta reserves the right to allow or disallow minor deviations from the specification in order to purchase what is best for the Town from standpoint of quality, price and service to be provided.

Minimum Qualifications

To be considered, each bidder shall:

- Certify that the bidder is currently operating as a business that provides similar products and services, and has operated continuously as such a business for the preceding five (5) years.
- Demonstrate that the bidder has provided products and services at a similar size and scope to those requested.

Award

- A. Award shall be made to the Bidder based on the evaluation and criteria listed below:
 - Value and cost: Bidders will be evaluated on cost.
- B. A committee will review the proposals and select the Bidder whose offer represents the best value to the Town in terms of the criteria above. After the most qualified Bidder is determined by the Town, the staff may enter into negotiations to better define the final scope of work. If for any reason, the Town and selected Bidder cannot finalize an agreement, the Town will enter into negotiations with the Bidder that provides the next best value.
- C. The Town reserves the right to award this contract in the manner which the Town determines to be in its best interest.

Notification of Award

The Town will notify the selected bidder verbally, followed by a written confirmation. Unsuccessful bidders will be notified in writing by the Town within ten (10) business days after the award.

Assignment of Agreement

It is mutually agreed by the parties hereto that the final contract is not transferable by either party without the prior written consent of the other party to this contract.

Subcontracting

No subcontracting will be permitted under the final contract without prior written approval by the Town. Any subcontracting services, companies, sites, vendors or any other proposed subcontracting shall be specifically identified in the bid submittal.

Personnel

It is mutually agreed that the Contractor is an independent contractor and not an agent of the Town, and as such the Contractor shall not be entitled to any Town employment benefits.

Statement of Non-Collusion

All bidders are required to execute a Non-Collusion Bidding Certificate pursuant to Section 103-d of the General Municipal Law of the State of New York. The Certificate is found in Appendix B.

Protection and Damage

- A. The Contractor shall be responsible for exercising proper care in the performance of the contract.
- B. The Contractor shall be responsible for all damages to persons or property that occurs as a result of the Contractor's fault or negligence in connection with the execution of the contract.
- C. The Contractor shall be responsible for the repair or replacement of any property broken or damaged as a result of the Contractor's operations or the actions of the Contractor's agent or employees.

Responsibility and Compliance with Legal Requirements

The bidder's products, service and facilities shall be in full compliance with any and all state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in this invitation.

Town's Reservation of Rights

The Town reserves the right to:

- Reject any or all bids received with respect to this invitation;
- Withdraw the Invitation for Bid at any time, at the Town's sole discretion or otherwise decline to award a contract from this request;
- Make an award under this Invitation for Bid in whole or in part;
- Require clarification from any bidder to assure a full understanding of the responsiveness to the requirements of the request;
- Disqualify any bidder whose conduct and/or bid response fails to conform to the requirements of the Invitation for Bid;
- Waive or modify minor irregularities in bids received;
- Request additional information from bidders as deemed necessary to more fully evaluate bids;
- Prior to the bid opening, amend this Invitation for Bid after its release, with appropriate written notice posted on the Town's website to correct errors or oversights, or to supply additional information, as it becomes available;
- Prior to the bid opening, direct bidders to submit bid response modifications addressing subsequent Invitation for Bid amendments;
- Change any of the scheduled dates;
- Negotiate with the successful bidder within the scope of the Invitation for Bid in the best interests of the Town;
- Conduct contract negotiations with the next responsible bidder, should the Town be unsuccessful in negotiating with the selected bidder;
- Utilize any and all ideas submitted in the bids received;
- Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 120 days from the bid opening;
- Request best and final offers.

Suspension or Termination of Agreement

- A. In the event that review of the Contractor's performance shows non-conformance to the work required by the contract, the scope of services or other terms or conditions contained herein as a result of the Contractor's errors, omissions or negligent acts, the Contractor shall be in breach of the contract and the Town may take corrective action as it deems necessary including, but not limited to, termination, withholding or reduction of payment.
- B. The Town shall also have the right to suspend the contract upon written notice to the Contractor. Such written notice shall state the reasons for suspension and allow for a review period of ten (10) days during which the Contractor shall be provided with an opportunity to respond with an explanation or justification, and/or shall undertake any reasonable remedial action required by the Town. If, in the opinion of the Town the Contractor remains in violation of the contract at the completion of the ten (10) day

suspension period, the Town shall have the right to terminate the contract whereupon all obligations of the Town to the Contractor shall cease.

- C. In the event this project is terminated prior to completion of the services by the Contractor, the Contractor shall be paid for services performed to the date of termination.
- D. The Town shall have the right to terminate the contract without cause upon 30 days' notice.
- E. Nothing contained herein shall prevent the Town from pursuing any other remedy, which it may have against the Contractor including claims for damages.

Bidders Certification of Eligibility

By submitting this response for bid, the bidder certifies that they are not on the U.S. Comptroller General's Consolidated List of Persons or Firms Disbarred from Federal Contract for violation of various public Contracts incorporating labor standards provision nor is involved in litigation with the Town of Henrietta. Please complete and sign Exhibit C, Eligible Bidder Certificate.

EXHIBIT A – Scope of Work

- The Contractor agrees to provide the equipment as described below for the Henrietta Public Library.
- The Contractor agrees that all equipment will be received on or before April 20, 2019. Any temporary modification or deviations from the approved schedule will require prior approval by the Town.
- The Contractor agrees unconditionally to furnish all of the equipment in accordance with the prices, quantity, terms and conditions of the negotiated contract.
- The Contractor agrees that during the period of the contract, the Contractor and the Town may negotiate and agree in writing to provide additional equipment not herein described, but that are commonly provided by high quality professional equipment providers of this type, which may be required by the Town.
- The Contractor will prepare a price proposal including quantity, unit price, total price and delivery date. Tax will not be included as the Town of Henrietta, which is a political subdivision of the State of New York, County of Monroe, is exempt from the payment of New York State and local sales and use tax.
- The Contractor will provide the Manufacturer's product data, including but not limited to all system warranty letters and Manufacturers' warranties.

Henrietta Public Library Equipment Request

Description: The new Henrietta Public Library will be located at 605 Calkins Road, Henrietta, NY 14467. Equipment will need to be onsite on or before April 20, 2019.

FURNISH:

HENRIETTA PUBLIC LIBRARY EQUIPMENT			
ITEM	DESCRIPTION	PART NUMBER	QTY
Audio/P.A. System			
1	Audio Processor	NE-24.24M 8X16	1
2	Audio Controller	NE-WR5	9
3	Multichannel Amplifier	PEMA 8250.70	2
4	Multichannel Amplifier	PEMA 4250.70	3
5	Security Cover	SEC-2	2
6	Rack Mount Decora Panel 6	DCR 3X6	1
7	Rack Mount Decora Panel 1	DCR 3X3	1
8	Brush Grommet	NAG1BW	2
9	Multi-Input Impedance Matching Unit	PCDIQ	1
10	Single Input Impedance Matching Unit	PODi	6
11	6' 1/8" Male TRS - Male TRS Cable	MST06	10
12	Amplifier/Processor Interconnect wire	BELDEN 1266A	500
13	XLR Female inline connector	WI3F	5
14	1/8" Input Plate	DB-MJBT	4
15	Blank Decora Plate	DB-BLANK	6
16	Audio Balun	AUD 100	5
17	Rack Shelf - 2U	UT-S	1
18	3000 Wireless handheld Mic system	ATW- 3212/C710	4
19	Joining Plate	AT-86	1
20	UHF Antenna Distribution system	AEW	1
21	Coax Antenna Cable	AC-50	2
22	Half-Wave Antennas	ATW-A3D	1
Hearing Assistance Systems			
23	FM System with Receivers	FM 457 PRO	3
24	Neck Loop - 18"	NKL-001	6
25	Wall Plaques	IDP-008	7
26	Antenna Mounts	ANT MNTS	3
Video System			
27	Cat6 Wire Box	Cat6	2

Town of Henrietta
Bid# TOH20180430

28	Shielded Audio Wire	9451	1
29	Bluetooth Audio Units	BT-100S	3

EXHIBIT B – Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

IMPORTANT: THIS AFFIDAVIT MUST BE PROPERLY COMPLETED AND SUBMITTED WITH ALL BIDS.

State of _____

County of _____

_____, being first duly sworn, deposes and says that he is the *(Name of Person Making Affidavit)*

_____ of _____,
(Title) *(Name of Firm)*

the Bidder submitting this proposal certifies that:

- 1.) The prices in the 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 the 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 a bid for the purpose of restricting competition.

SUBSCRIBED AND SWORN TO BEFORE THIS

(Signature of Person Making Affidavit)

on the _____ Day of _____, 2019.

(Notary Public)

(Seal)

Where a Bid contains this certification, it shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the Bid and inclusive therein of the certificate as to non-collision as the act and deed of the corporation.

EXHIBIT C – Eligible Bidder Certificate

ELIGIBLE BIDDER CERTIFICATE

I, _____ Hereby certify that
(Name of Official Making the Certificate)

_____ Is NOT included on the
(Name of Firm for Which Certificate is Made)

U.S. Comptroller General’s Consolidated List of Persons or Firms Disbarred from Federal Contract for violation of various public Contracts incorporating labor standards provisions nor is involved in litigation with the Town of Henrietta.

SUBSCRIBED AND SWORN TO BEFORE THIS:

(Signature of Person Making Affidavit)

on the _____ Day of _____, 2019.

(Notary Public)

(Seal)

Note: This form must be submitted with all Bids.