

Vendor name \_\_\_\_\_



**TOWN OF  
RIVERHEAD**  
**Yvette Aguiar, Supervisor**  
200 Howell Avenue  
Riverhead, NY 11901-2596

**ADDENDUM #1  
ISSUED August 25, 2020**

**BID FOR: REPLACEMENT FOR UNINTERRUPTABLE POWER SUPPLY (UPS)  
FOR THE RIVERHEAD POLICE DEPARTMENT**

**THIS ADDENDUM IS ISSUED TO ANSWER THE QUESTIONS ON THE  
FOLLOWING PAGE. ALL OTHER SPECIFICATIONS AND THE BID OPENING DATE  
REMAIN THE SAME.**

**USE ONLY THIS ADDENDUM PACKAGE TO SUBMIT A BID FOR  
REPLACEMENT FOR UNINTERRUPTABLE POWER SUPPLY (UPS) FOR THE  
RIVERHEAD POLICE DEPARTMENT**

**PLACE OF OPENING:  
TOWN OF RIVERHEAD  
TOWN CLERKS OFFICE  
200 HOWELL AVENUE  
RIVERHEAD, NY 11901**

**DATE OF OPENING:  
August 27, 2020**

**TIME OF OPENING:  
11:00 A.M.**

**BIDDERS ARE INVITED TO ATTEND BID OPENING**

**CONTACT PERSON: TERESA BALDINUCCI, PURCHASING AGENT  
631-727-3200 ext. 271**

**[baldinucci@townofriverheadny.gov](mailto:baldinucci@townofriverheadny.gov)**

Vendor name \_\_\_\_\_

**QUESTIONS PRESENTED BY POTENTIAL BIDDERS WITH RESPONSES:**

1) **Q:** What are the input & output voltages?

**A:** Input and output voltage is 208 Volt AC 3 Phase

2) **Q:** What is the desired runtime for the base unit?

**A:** Run times are per Eaton 9355 UPS Specifications shown below.

3) **Q:** What is the desired runtime for the 2 options?

**A:** Run times are per Eaton 9355 UPS Specifications shown on chart below.

**Battery backup times (in minutes)**

20-30 kVA backup times					
VA	Watt	UPS + Internal 1 Battery	Internal Battery + EBC - 36	Internal Battery + (1) EBC - 72	Internal Battery + (2) EBC-72
30000	27000	11	31	56	89
29000	26100	11	33	58	90
28000	25200	12	35	60	93
27000	24300	12	38	62	95
26000	23400	13	40	65	98
25000	22500	14	43	68	101
24000	21600	14	46	71	103
23000	20700	15	48	74	106
22000	19800	16	51	76	109
21000	18900	17	53	79	111
20000	18000	18	56	82	114
19000	17100	19	58	85	117
18000	16200	20	62	88	120
17000	15300	22	66	92	130
16000	14400	24	71	96	142
15000	13500	26	75	101	154
14000	12600	28	79	105	166
13000	11700	31	84	110	178
12000	10800	35	88	114	201
11000	9900	38	94	119	256
10000	9000	42	101	134	251
7500	6750	58	117	188	347
5000	4500	90	188	294	543

*Note: Backup times are approximate and may vary with equipment, configuration, battery age, temperature, etc.*

4) **Q:** Will you accept bids that propose an equivalent UPS?

**A:** No, we will not accept an equivalent UPS offering.

5) **Q:** Will you accept a wall mount?

**A:** No, we will not accept a wall mount.



# TOWN OF RIVERHEAD

*Yvette Aguiar, Supervisor*

200 Howell Avenue

Riverhead, New York 11901-2596

631-727-3200

## BID FOR: REPLACEMENT FOR UNINTERRUPTABLE POWER SUPPLY (UPS) FOR THE RIVERHEAD POLICE DEPARTMENT

\_\_\_\_\_  
BIDDERS NAME

\_\_\_\_\_  
BIDDERS ADDRESS

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

(\_\_\_\_\_)\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
EMAIL ADDRESS

In compliance with your advertisement for bids to be opened **August 27, 2020 at 11:00 am** and subject to all conditions thereof, the undersigned hereby proposes to furnish the item(s) and/or service(s) itemized in this proposal in accordance with the Notice to Bidders, General Information Agreement and Specifications contained herein on the Bid Proposal Form attached.

Bidder certifies that the prices quoted herein do not include Federal Excise Tax or any Federal, New York State or City Sales Tax and are not higher than prices charged to any governmental or commercial consumer for like merchandise and/or service; and all prices include shipping and freight charges to any Municipal building or site within the Town of Riverhead.

Respectfully submitted,

SIGNED BY: \_\_\_\_\_

PRINT NAME/TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**BIDDERS ARE INVITED TO ATTEND BID OPENING**

**TOWN OF RIVERHEAD  
NOTICE TO BIDDERS**

Sealed bids for **UNINTERRUPTIBLE POWER SUPPLY FOR THE RIVERHEAD POLICE DEPARTMENT**, for use by the Town of Riverhead, will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:00 a.m. on August 27, 2020**, at which time all bids received shall be opened and read aloud.

Bid Specifications and/or Plans may be obtained by visiting the Town of Riverhead website at [www.townofriverheadny.gov](http://www.townofriverheadny.gov) on or after **August 13, 2020**. Click on "Bid Requests" and follow the instructions to register.

All bids are to be submitted in a sealed envelope bearing the designation **UNINTERRUPTIBLE POWER SUPPLY FOR THE RIVERHEAD POLICE DEPARTMENT**. All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "**EXCEPTIONS TO THE SPECIFICATIONS**" and be attached to the bid form.

**NOTE: Bid responses must be delivered to the Office of the Town Clerk at 200 Howell Avenue, Riverhead, New York, 11901, on or before August 27, 2020 at 11:00 a.m. The Town may decline to accept, deem untimely and/or reject any bid response/proposal that is not delivered to the Office of the Town Clerk.**

The Town Board reserves the right and responsibility to reject any or all bids or to waive any formality if it believes such action to be in the best interest of the Town.

**BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD**

**DIANE M. WILHELM, TOWN CLERK**

VENDOR NAME \_\_\_\_\_

## GENERAL BID SPECIFICATIONS

### 1. General Instructions

Bidders shall be responsible to carefully examine the bid specifications. These specifications require the doing of all things necessary or proper for, or incidental to the furnishing and delivery of said parts/equipment and associated components. All things not expressly mentioned in these specifications, but involved in carrying out their intent are required by these bid specifications; and the vendor shall perform the same as though they were specifically mentioned, described and delineated. Read all documents contained in the bid specifications.

Bidders are responsible for submitting their bids to the appropriate location at or prior to the time indicated in the specifications. **No bids will be accepted after the designated time or date indicated in the bid specifications.** It is suggested that registered mail be used to submit bids. Delay in mail delivery is not an exception to the receipt of a bid.

A copy of the official bid documents may be obtained at the Town's website: [www.townofriverheadny.gov](http://www.townofriverheadny.gov) In addition to obtaining the official bid documents, any and all addendum pertaining to a particular bid or RFP are posted on the Town website referenced above- log and scroll to bid for **REPLACEMENT OF UNINTERRUPTIBLE POWER SUPPLY FOR THE RIVERHEAD POLICE DEPARTMENT**. It is incumbent upon all potential bidders to view all posted addenda prior to the bid close date.

Any questions or clarification to the bid specifications or technical specifications must be submitted in writing to the Purchasing Agent at 200 Howell Ave., Riverhead, NY 11901 or by email to: [baldinucci@townofriverheadny.gov](mailto:baldinucci@townofriverheadny.gov) prior to the bid opening, **unless otherwise stated\***. Such questions must be in the possession of the Purchasing Agent at least 72 hours prior to the bid opening, **unless otherwise stated\***. **Verbal questions will not be entertained.**

**Bidders must submit one original copy of their bids.** The original must be sealed and clearly marked **"REPLACEMENT OF UNINTERRUPTIBLE POWER SUPPLY FOR THE RIVERHEAD POLICE DEPARTMENT"**. All bids shall be made out on the proposal forms attached hereto and all the attached certificates must be completed and signed in compliance with the provisions of Section 103-d of the New York State General Municipal Law. All bids must be filled out in ink, or be typewritten. Bids submitted in pencil will be rejected as unresponsive. Bids which have been corrected by white out or cross out, and have not been initialed and/or dated will be rejected as unresponsive. Bid Responses may be rejected if they show any omission, irregularity, alteration of form, addition, condition, unresponsiveness, or unbalance.

Samples may be requested by the Town for the purpose of product evaluation. It is understood that samples will be provided at **no** charge to the Town and will be returned, when requested, within 30 days after the evaluation is completed, at the expense of the vendor. All samples left longer than 30 days after the evaluation period will be discarded.

The Purchasing Agent, and/or his/her designee, shall be the only one authorized to make changes or alterations to anything contained in these specifications. As stated above, any changes shall be posted as an addendum on the following website: [www.townofriverheadny.gov](http://www.townofriverheadny.gov). The Purchasing Agent reserves the right to reject all bids, parts of all bids, or all bids for any one or more items or contractual services included in the proposed contract, when such rejection is in the best interest of

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the Town. The contract will be awarded to the RESPONSIBLE BIDDER offering the best price, availability to supply good/parts within the requested time frames, and location/proximity to the Town's Police Department. A responsible bidder is a manufacturer, producer, dealer, vendor, or bona fide manufacturer's agent who has demonstrated judgment and integrity, is of good reputation, experienced in his work, whose record of past performance in the trade is established as satisfactory, and whose financial status is such to provide no risk to the Town of Riverhead in its contractual relations.

No bidder may withdraw a bid within forty-five (45) days after the actual date of the bid opening. Any bidder who does not honor their bid within the forty-five (45) days may be barred from bidding in any jurisdiction in New York State.

Any bidder, contractor, or manufacturer who, in the course of his work, uses or supplies products which may be toxic or harmful, shall provide an MSDS to the Town of Riverhead Purchasing Department prior to the use of those products by the Town or the contractor.

Bidders who are required to adhere to the prevailing wage schedule shall obtain and maintain a current schedule from the New York State Department of Labor for the entire term of the contract. The Town may audit adherence to this schedule at any time during or after the contract period.

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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

## **2. Bid Costs and Expenses**

The Town of Riverhead will not pay any costs incurred by any CONTRACTOR associated with any aspect of responding to the request for bids, including bid preparation, printing or delivery, or negotiation process.

## **3. Bid Expiration Date**

Prices quoted in the bid shall remain fixed and binding on the Bidder for 90 days from the bid opening date.

## **4. Non-Conforming Bids**

Non-conforming Bids will not be considered. Non-conforming bids are defined as those that do not meet the requirements of the bid specification. The determination of whether a bid requirement is substantive or a mere formality shall reside solely within the Town of Riverhead.

## **5. Sub-Contracting**

The CONTRACTOR selected shall be solely responsible for contractual performance and CONTRACTOR assumes all responsibility for the quality of work performed under this contract.

VENDOR NAME \_\_\_\_\_

## **6. Discrepancies and Omissions**

CONTRACTOR is fully responsible for the completeness and accuracy of their bid, and for examining this bid and all addenda. Failure to do so will be at the sole risk of CONTRACTOR. Should CONTRACTOR find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this request for bid, CONTRACTOR shall notify the PURCHASING AGENT, in writing, of such findings at least five (5) days before the bid opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective bid and exposure of CONTRACTOR'S bid upon which award could not be made. All unresolved issues should be addressed in the bid. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than five (5) calendar days prior to the time set for opening of the bids.

## **7. Town's Right to Reject Bids**

The Town reserves the right to accept or reject any or all bids or any part of any bid, to waive defects, technicalities or any specifications (whether they be in the Town's specifications or CONTRACTOR'S response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new bids on the same project or on a modified project which may include portions of the originally proposed project as the Town may deem necessary in the best interest of the Town.

## **8. Town's Right to Cancel Solicitation**

The Town reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The Town makes no commitments expressed or implied, that this process will result in a business transaction with any CONTRACTOR.

## **9. Notification of Withdrawal of Bid**

CONTRACTOR may modify or withdraw its bid by written request, provided that both bid and request is received by the Town prior to the bid due date. Bids may be re-submitted in accordance with the Bid Notice due date in order to be considered further. Bids become the property of the Town at the bid submission deadline. All bids received are considered firm offers at that time.

## **10. Exceptions to the Bid Specifications**

Any exceptions to the Bid Specifications or the Town's terms and conditions, must be highlighted and included in writing in the bid. Acceptance of exceptions is within the sole discretion of the evaluation of the Town.

## **11. Award of Contract**

The final award of a contract is subject to approval by the Town. The Town has the sole right to select the successful CONTRACTOR(S) for award, to reject any bid as unsatisfactory or non-responsive, to award a contract to other than the lowest priced bid, to award multiple contracts, or not to award a contract. Notice in writing to a CONTRACTOR of the acceptance of its bid by the Town will constitute a contract, and no CONTRACTOR will acquire any legal or equitable rights or privileges until the occurrence of such event.

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## **12. Contract Terms and Conditions**

The term of the contract between the successful bidder and the Town shall be for one (1) year. At the end of the contract period, the contract may be extended (not to exceed 1 one (1) year extension) upon the same terms and conditions at the sole discretion of the Town of Riverhead and with the consent of the vendor. The Town also reserves the right to cancel this contract at any time without notice.

## **13. Independent Contractors**

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

## **14. Licenses and Permits**

In performance of the contract, the CONTRACTOR will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful CONTRACTOR. The CONTRACTOR shall be properly licensed and authorized to transact business in the State of New York.

## **15. Notice**

Any notice to the Town of Riverhead required under the contract shall be sent to:

**Teresa Balducci, Purchasing Agent  
Town of Riverhead  
200 Howell Avenue  
Riverhead, NY 11901**

## **16. Indemnification**

### **a. General Indemnification:**

By submitting a bid, the proposing CONTRACTOR agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the Town of Riverhead, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the CONTRACTOR'S its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the Town, its employees or agents.

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b. Insurance

i. CONTRACTOR recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the CONTRACTOR'S negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the CONTRACTOR in their negligent performance under this contract.

The CONTRACTOR shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The CONTRACTOR is an independent contractor and is not an employee of the Town of Riverhead.

ii. During the term of this contract, the CONTRACTOR shall, at its own expense, carry insurance minimum limits as set forth above.

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## I. General Description

The Town of Riverhead seeks to replace our existing UPS system located at the Riverhead Police Department, 210 Howell Avenue, Riverhead, NY 11901. The project requires removal of the existing UPS and installation of a new UPS.

Any deviations from the written specifications shown in the bid specifications shall be noted on the form titled "**EXCEPTIONS TO BID SPECIFICATIONS**" annexed to the specifications. In order to receive full consideration, bids must fully follow the specifications described more fully below and the notice to bidders.

Bidders must submit one original bid proposal. The original must be sealed and clearly marked. All attached certificates must be completed and signed in compliance with the provisions of Section 103-d of the New York State General Municipal Law (Statement of Non-Collusion in Bids); New York State Finance Law 139-L (\*effective January 1, 2019 workplace policy for sexual harassment prevention see also Labor Law 201-G); and New York State Finance law §165-a (Iran Divestment Act). Note, with respect to the Iran Divestment Act Certification, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certified as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section of 165-a of the State Finance Law. All bids must be filled out in ink, or be typewritten. Bids submitted in pencil will be rejected as unresponsive. Bids which have been corrected by white out or cross out, and have not been initialed and/or dated will be rejected as unresponsive. Bid Responses may be rejected if they show any omission, irregularity, alteration of form, addition, condition, unresponsiveness, or unbalance. Samples may be requested by the Town for the purpose of product evaluation. It is understood that samples will be provided at no charge to the town and will be returned, when requested, within 30 days after the valuation is completed, at the expense of the vendor. All samples left longer than 30 days after the evaluation period will be discarded.

## II. General Requirements

**Bids:** Unless prices and all information requested are complete, bid may be disregarded and given no consideration. All prices and bids must be in ink or typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing the bid. All bids must be signed with the firm's name and by a responsible officer or employee.

**Submission of Bids:** Each bid must be submitted on the prescribed form in a sealed envelope clearly marked "**REPLACEMENT OF UNINTERRUPTIBLE POWER SUPPLY FOR THE RIVERHEAD POLICE DEPARTMENT**" and filed with the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York on or before **11:00 am on August 27, 2020** at which time they will be publicly opened and read aloud.

Information must be furnished complete in compliance with the terms, conditions, and provisions of the bid specifications. The information requested and the manner of submission are essential to permit prompt evaluation of all bids on a fair and uniform basis. Accordingly, the Town reserves the right to declare as non-responsive and reject any bid in which material information requested is not furnished or where indirect or incomplete answers or information is provided. Bids shall be for the total net price including all applicable taxes and charges, delivered F.O.B., Town of Riverhead.

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Bids and modifications or corrections thereof received after the closing time specified will not be considered. Note: no telephone, e-mail or facsimile of bids will be accepted. If a photocopy is to be submitted, it must be signed as an original in ink.

The Town reserves the right to accept and/or reject any and all bids and waive and formalities in the bidding procedures to the extent permitted by law and make the award as may be deemed in the best interest of the Town.

### III. Requirements/Specifications

The Town of Riverhead is requesting pricing and availability of **REPLACEMENT OF UNINTERRUPTIBLE POWER SUPPLY FOR THE RIVERHEAD POLICE DEPARTMENT**. All details can be found under "Technical Specifications". Any exceptions shall be noted on pricing page under "Exceptions":

### IV. General Bid Specifications

**Bid Form:** Each bid shall be submitted on the required Bid Sheet; Exceptions to Specifications, Bidder Qualifications, Non-Collusive Bidding Certificate and Iran Divestment Act Certification must be submitted with each bid and must be signed by the same individual entering the bid. All bids or bidders not adhering to any of the requirements herein may be rejected.

**Questions:** Any questions or clarification to the bid specifications or technical specifications must be submitted in writing to the Purchasing Agent at 200 Howell Ave., Riverhead, NY 11901 or by email to: [baldinucci@townofriverheadny.gov](mailto:baldinucci@townofriverheadny.gov) prior to the bid opening, **unless otherwise stated\***. Such questions must be in the possession of the Purchasing Agent at least 72 hours prior to the bid opening, **unless otherwise stated\***. **Verbal questions will not be entertained.**

**Delivery:** The delivery date or term within which the proposed item(s) will be delivered shall be stated in the space provided on the Bid Sheet. Failure by the successful seller to notify the Town of Riverhead immediately of any delivery beyond the stated date or terms is cause for him to be held responsible for damages incurred as a result of an extended delivery time.

**Material and Equipment Specified by Name:** Whenever any material or equipment is specified by patent or proprietary name or by the name of the manufacturer, unless stated differently, such specification shall be considered as if followed by the words "or equal", whether or not such words appear. The seller may offer material or equipment with equal or better qualities and performance in substitution for those specified which he considers would be in the Town's interest to accept. No verbal offers for substitution will be acknowledged or considered from sellers, distributors, manufacturers or subcontractors. Any such offers shall be made in writing for consideration with the submission of the proposal and the seller shall include sufficient data which, together with any other data the Town may require, will enable the Town to assess the acceptability of the material or equipment. Such acceptance by the Town shall not relieve the seller from full responsibility from the efficiency and quality and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name.

It should be understood that specifying a brand name, components and/or equipment in these specifications shall not relieve the seller from full responsibility to produce the products in accordance

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with the performance warranty and contractual requirements. The seller is responsible for notifying the Town of any inappropriate brand name, component and/or equipment that may be called for in the specifications, and to propose a suitable substitute for consideration.

**Bid Postponement and Amendment:** The Town of Riverhead reserves the right to revise or amend the specifications up to the time set for opening the bids. Such revisions and amendments, if any, shall be announced by amendments to this solicitation. Copies of such amendments shall be furnished to all prospective sellers. Prospective sellers are defined as those sellers listed on the Town's bids list for this material, or who have obtained bid documents subsequent to the bid advertisement. If the revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening bids may be postponed by such number of days as in the opinion of the Town shall enable sellers to revise their bids. In any case, the bid opening shall be at least two (2) working days after the last amendment, and the amendment shall include an announcement of the new date, if applicable, for the opening of bids.

**Bid Withdrawal:** After the bids are opened, bids may not be withdrawn for forty-five (45) calendar days. Prior to the date/time set for the bid opening, however, bids may be modified or withdrawn by the Seller's authorized representative in person, or by written notice (email to: baldinucci@townofriverheadny.gov). If bids are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the bid.

**Right to Reject Bids:** The Town reserves the right to accept or reject any or all bids or any part of any bid, to waive defects, technicalities or any specifications (whether they be in the Town's specifications or CONTRACTOR'S response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new bids on the same project or on a modified project which may include portions of the originally proposed project as the Town may deem necessary in the best interest of the Town.

**Right to Cancel Solicitation:** The Town reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The Town makes no commitments expressed or implied, that this process will result in a business transaction with any CONTRACTOR.

**Award:** Notice of bid award, if bid be awarded, will be made within forty five (45) days of opening of bids to the lowest responsive and responsible seller, whose bid proposal complies with all the requirements in the bid specifications.

**Acceptance and Payment:** Acceptance shall be made at the time all equipment/material is operational and in proper working order as determined by and to the satisfaction of the Town of Riverhead. Acceptance of the equipment/material shall be determined on the basis of technical completeness, performance and adherence to the operational requirements and functions of the specifications.

Payment will be scheduled within thirty (30) days upon complete delivery and acceptance of all material/equipment and receipt of an original invoice complying with the terms and conditions of the award. The Town reserves the right to withhold up to ten percent (10%) of the purchase price in the event there is a conditional acceptance. Non-compliance with any one of the following requirements

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shall constitute a conditional acceptance:

- a) Adherence to the general construction and performance specifications.
- b) Reasonable opportunity for equipment/material inspection by Town Engineering Supervisor.
- c) Receipt of all associated start up certifications, reports and other documentation, including manuals and warranty information.

**Guarantee:** All equipment and materials including all parts and assemblies, if applicable, shall be guaranteed against defects in material and workmanship for a period of at least one (1) year after acceptance. Guarantee shall commence at the time of official acceptance by the Town. Where it is required to repair, replace, resurface, replant or to modify, alter, add or remove hardware, parts, components, or related accessories for the purpose of insuring proper appearance, performance or operation, such operations shall be done as required until such time as acceptable performance has been established.

Problems which occur shall be corrected in an appropriate fashion under guarantee. Seller shall be responsible to attend to and remedy such items within a reasonable amount of time. Appropriate logs and schedules shall be maintained to reflect these items and their redress.

**Sexual Harassment:** 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 §201-G of the Labor Law.

**New York Law:** The Notice to Bidders and Bid Specifications shall be governed according to the laws of the State of New York.

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**TECHNICAL SPECIFICATIONS  
AND  
SCOPE OF WORK**

**REPLACEMENT OF UNINTERRUPTABLE POWER SUPPLY  
(UPS)**

**RIVERHEAD POLICE STATION**

**210 Howell Ave.**

**Riverhead, NY 11901**

## **SCOPE OF WORK**

Provide one new Eaton 9355 UPS with options cabinet, rotary bypass switch and , Power Xpert Gateway Series Card to include factory start up and factory warranty. Scope of work includes the following:

1. Disconnect, disassemble, remove and dispose of existing 27 kw Eaton UPS and batteries.
2. Provide, deliver, transport to basement UPS room, set in place, connect, start up, commission and online connect one (1) new Eaton 9355 30kva/27kw UPS with Options Cabinet, Rotary Bypass Switch and Power Xpert Gateway Series Card; to include factory start up and factory warranty.

### **Contractor responsibilities:**

The contractor will be responsible for the total cost of providing one ( 1 ) new Eaton 9355 30kva/27kw UPS with Options Cabinet, Rotary Bypass Switch and Power Xpert Gateway Series Card with factory start up and factory warranty, including any and all delivery costs. Contractor will also be responsible for disconnecting, removing and disposing of the existing Eaton 27 KW UPS and batteries from the UPS room in the basement of the Riverhead Town Police Station located at 210 Howell Ave. Riverhead, NY 11901. The point of egress and access to this room shall be from the rear exterior Justice Court door on the south side at the rear of the building. This door is 48" wide. There is a concrete ramp leading from the parking lot behind this building to the subject door. From there the old unit will have to be brought up and the new unit brought down two sets of stairs, separated by a midpoint a landing and change in direction. Once at the bottom of the

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Stairway, the new unit will have to be moved approximately 50 feet to the UPS room.

Once in the UPS room, the contractor will be responsible for setting the new UPS in place on an elevated (6") concrete pad and permanently set it in place per manufacturer's specifications. Once in place, the contractor shall connect the new UPS to the building electrical system in accordance with manufacturer's installation instructions and in conformance with the National Electrical Code.

The contractor is also responsible for providing and coordinating factory startup, commissioning and online connection of the new UPS unit, and will provide the Town of Riverhead with all associated start up certifications, reports and other documentation, including manuals and warranty information.

Additional contractor responsibilities:

- Provide Town of Riverhead Engineering Department with a project schedule prior to award of bid.
- Coordinate delivery and all work related to this project with the town Engineer or his representative.
- Contractor is responsible for removal and disposal of old UPS and batteries, any packaging, pallets or other debris related to delivery, placement and installation of new UPS.
- Contractor is responsible for all delivery costs.  
NOTE: there is no loading dock at delivery location; delivery truck must have a lift-gate.
- Contractor is responsible for providing factory installation inspection and installation certification as well as factory start up AND field training of Town IT and Maintenance staff.

Vendor Name \_\_\_\_\_

### Town of Riverhead Responsibilities:

The Town of Riverhead will be responsible for providing clear access for delivery to the rear of the building and through the building to the UPS room. The Town of Riverhead will also be responsible for coordinating with building operations and staff in support of the contractor providing, delivering, transporting, installing and starting up the UPS unit and removing the old unit.

### Hours of Operation

The hours of operation of the police station are 24 hours a day 7 days a week. It **IS NOT** anticipated that any of the contractor's work will have to occur after normal Town working hours (Monday through Friday 8:30 to 4:30). If, for the convenience of the contractor, after hours work is beneficial to the project, this can be arranged with the Town **but will be done at no additional cost to the Town.**

### Maintenance of Operations

The Town of Riverhead will assist the contractor with coordinating this work with minimum impact on Police Station operations. The Town is currently in the process of installing an external bypass switch to totally electrically isolate the existing UPS unit so that it can be removed, and the new one installed, without interruption of normal power to the areas serviced by the UPS. This will allow the contractor to perform the work required during normal working hours without interruption of Police Station operations.

Vendor Name \_\_\_\_\_

### Site Walk-through

Contractors are recommended to attend a site walk-through on Wednesday, August 19, 2020 at 10:00AM. Please meet the Assistant Town Engineer in front of the Riverhead Police Department at 210 Howell Ave, Riverhead, NY.

### Method of Payment

Method of payment shall be lump sum upon successful completion of all work. Successful completion shall be upon receipt, by the Town, of Eaton factory certification and sign off of installation and start up, and upon final inspection by the Town Engineer or his representative.

Vendor Name \_\_\_\_\_

**BID PRICING SHEET**

Total price to remove old UPS, deliver and install one (1) new UPS Eaton 9355 30kva/27kw with Options Cabinet, Rotary Bypass Switch, Power Xpert Gateway Series Card and provide factory start up and warranty.

Price: \$ \_\_\_\_\_

Written in words: \_\_\_\_\_

**Option 1:**

Total price to remove old UPS, deliver and install (1) one new UPS Eaton 9355 30kva/27kw with EBC-36 battery option and Options Cabinet with Rotary Bypass Switch, Power Xpert Gateway Series Card and provide factory start up and warranty.

Price: \$ \_\_\_\_\_

Written in words: \_\_\_\_\_

**Option 2:**

Total price to remove old UPS, deliver and install (1) one new UPS Eaton 9355 30kva/27kw with EBC-72 battery option and Options Cabinet with Rotary Bypass Switch, Power Xpert Gateway Series Card and provide factory start up and warranty.

Price: \$ \_\_\_\_\_

Written in words: \_\_\_\_\_

\_\_\_\_\_

Vendor Name \_\_\_\_\_

Location Photos:



Photo 1: Riverhead Town Police Station



Photo 2: Rear of Police Station showing concrete ramp and access door

Vendor Name \_\_\_\_\_



Photo 3: Rear of Police Station showing concrete ramp and access door



Photo 4: Concrete ramp up from parking lot

Vendor Name \_\_\_\_\_



Photo 5: Concrete ramp up to 40" access door



Photo 6: 40" access door at top of ramp

Vendor Name \_\_\_\_\_

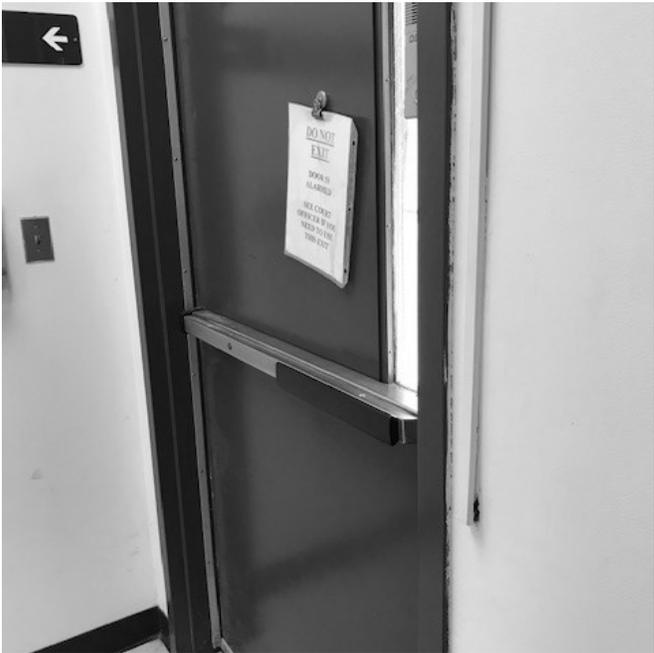


Photo 7: inside of access door at top of concrete ramp



Photo 8: Top of stairwell inside building (directly adjacent to access door at top of concrete ramp).

Vendor Name \_\_\_\_\_



Photo 9: Stairway from first floor landing (photo 8) to mid-level landing



Photo 10: Stairway down to basement from stairwell mid-level landing

Vendor Name \_\_\_\_\_



Photo 11: bottom of stairwell in basement leading into basement corridor



Photo 12: Bottom of stairwell showing doorway on right leading to adjacent corridor

Vendor Name \_\_\_\_\_



Photo 13: Corridor leading to UPS room which is short distance down corridor on left in photo.



Photo 14: Entrance to UPS just off corridor shown in photo13.

Vendor Name \_\_\_\_\_



Photo 15: Entrance to UPS room



Photo 16: Immediately inside UPS room. Looking into room.

Vendor Name \_\_\_\_\_



Photo 17: Inside UPS room. Existing UPS unit is gray box on floor in distance behind server rack



Photo 18: Existing UPS to be removed.

Vendor Name \_\_\_\_\_



Photo 19: Rear of existing UPS



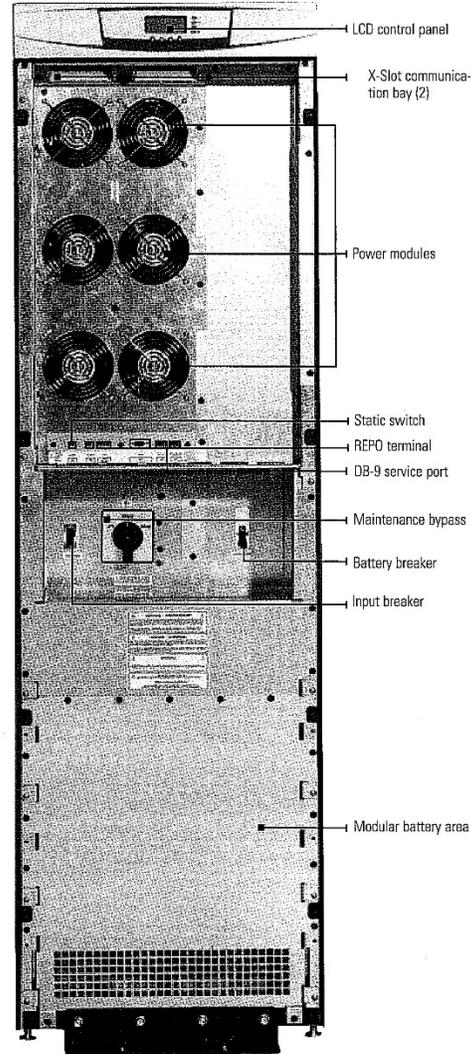
Photo 20: Rear of existing UPS showing input and output connections

Vendor Name \_\_\_\_\_

**Technical Specifications for 20 and 30 kVA<sup>1</sup>**

<b>Power</b>	
Ratings	20 kVA/18 kW and 30 kVA/27 kW at 0.9 power factor
Topology	Double conversion
<b>Electrical input</b>	
Nominal input voltage	208V/120V, 220V/127V +10, -15% 480V/277V, 600V (480+600 with transformer) 400V models also available
Operating frequency	60/60 Hz (45 to 65 Hz)
Input power factor	0.99 typical
Input current distortion	<5% THD
<b>Electrical output</b>	
Nominal output voltage	208/120, 220/120 Vac 480/227 with output transformer
Output voltage regulation	±1% static; ±4% dynamic with 100% step load recovery within 1 ms response time
Efficiency	91%, typical
Heat dissipation (BTU/hr)	<i>20 kVA models:</i> 6,762 @ 208V and 220V input 10,450 @ 480V and 600V (with input isolation transformer) <i>30 kVA models:</i> 9,220 @ 208V and 220V input 13,831 @ 480V and 600V (with input isolation transformer)
<b>Battery</b>	
Battery type	9 Ah, sealed, lead-acid, maintenance-free
Battery runtime	See battery backup time chart
Battery replacement	Field-replaceable
Charger	Default is 8A
<b>General</b>	
Diagnostics	Full system self-test at startup
UPS bypass	Automatic on overload or UPS failure
Parallel for redundancy	Yes, using Powerware Hot Sync technology for redundancy and capacity
Dimensions and weights	See model selection table
Overload	150% for 5 sec / 125% for 1 min (online), 110% for 10 min
<b>Communications</b>	
LCD display	Graphical LCD with blue backlight
LEDs	(4) LEDs for notice and alarm
Audible alarms	Yes
Communication ports	(1) RS-232, (1) relay contact, (1) REPO, (2) environmental input
Communication slot	(2) X-Slot communication bays
Power management software	Bundled Software Suite CD
<b>Environmental</b>	
Operating temperature	50–104°F (10–40°C), 45°C with 7.5% derating; Optimal battery performance: 77°F (25°C)
Storage temperature	32–77°F (0–25°C); Recommended battery storage: 59–77°F (15–25°C)
Relative humidity	0–95%, non-condensing
Audible noise	< 68 dBA at 1 meter depending on load
Altitude	<3000m
<b>Certifications</b>	
Safety certifications	IEC 62040-1-1, IEC 60950, EN 62040-1-1, UL 1778, NOM-0190SCP8-1993
EMC compliance	EN 50091-2 Class A
Quality	ISO 9001: 2000 and ISO 14001:1996
Markings	UL, cUL, NOM-NYCE

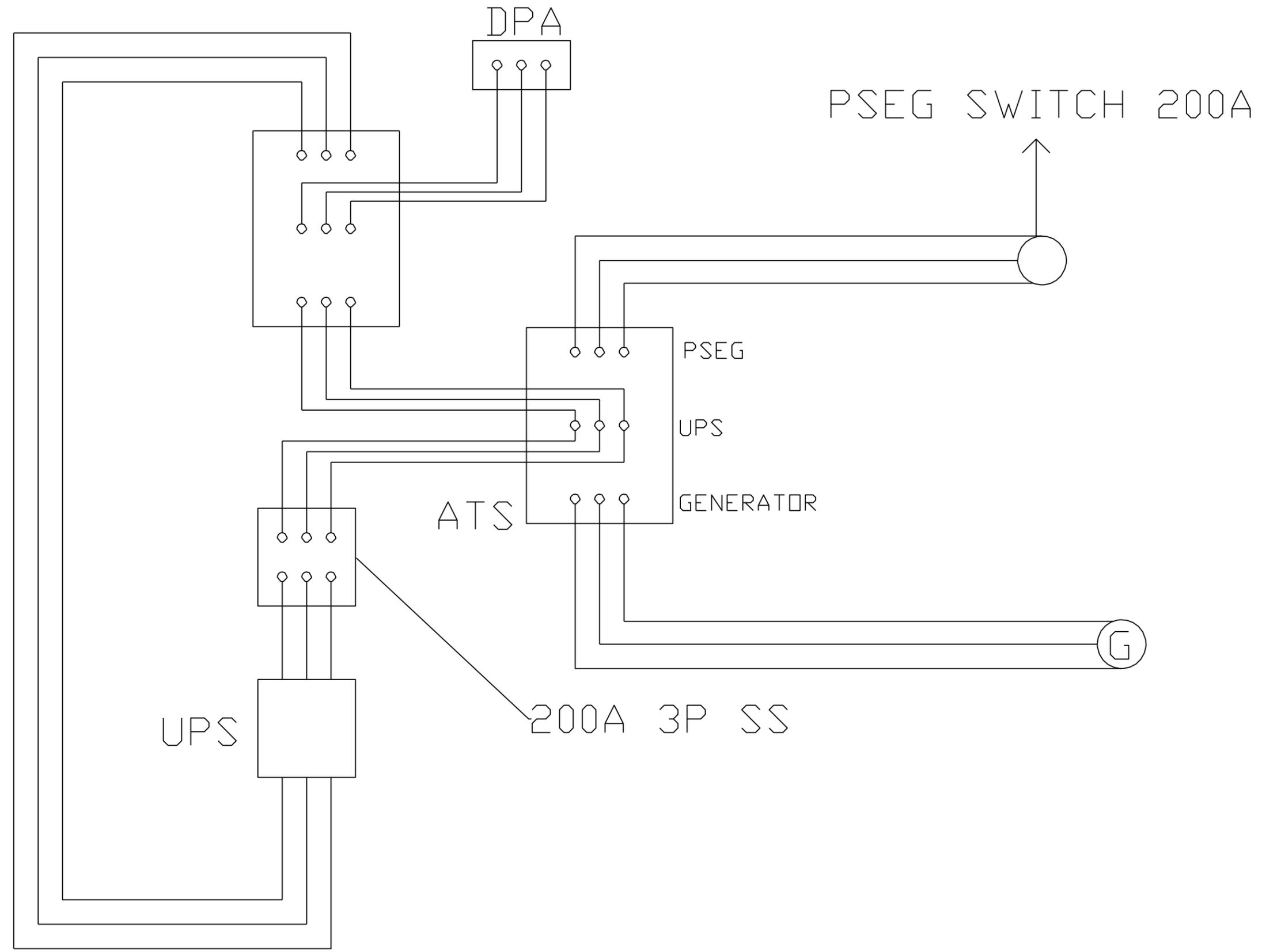
1. Due to continuous product improvements, program specifications are subject to change without notice.



20/30 kVA UPS

Vendor Name \_\_\_\_\_

# POLICE STATION UPS BYPASS



VENDOR NAME \_\_\_\_\_

**NON-COLLUSIVE CERTIFICATE  
MUST BE COMPLETED, SIGNED, NOTARIZED AND RETURNED WITH BID**

UNDER PENALTIES OF PERJURY:

\_\_\_\_\_ (BIDDER), BEING DULY SWORN, DEPOSES AND SAYS:

- 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 knowingly been 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 made or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal;
- D) The person signing this bid or proposal certifies that he has been fully informed regarding the accuracy of the statements contained in this certification, and under penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as the person signing on its behalf; and
- E) That the attached hereto (if a corporate bidder) is a certified copy of a resolution authorizing the execution of this certificate by the signatory of this bid or proposal on behalf of the corporate bidder.

Corporation: \_\_\_\_\_  
(PRINT CORPORATION NAME)

By: \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

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

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

\_\_\_\_\_  
NOTARY PUBLIC

VENDOR NAME \_\_\_\_\_

**ACCEPTANCE SHEET  
MUST BE COMPLETED, SIGNED, NOTARIZED AND RETURNED WITH BID**

THIS BID AWARD SHALL STAY IN EFFECT UNTIL ONE YEAR FROM DATE OF AWARD.  
I/WE FULLY UNDERSTAND THAT THE ACCEPTANCE OF THIS BID IS SUBJECT TO THE  
PROVISIONS OF SECTION 103A AND 103B OF THE GENERAL MUNICIPAL LAW.

\_\_\_\_\_  
NAME OF AGENT/DEALER

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP CODE

\_\_\_\_\_  
CONTACT PERSON

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF DEALER/AGENT

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

\_\_\_\_\_  
NOTARY PUBLIC

VENDOR NAME \_\_\_\_\_

### IRAN DIVESTMENT ACT CERTIFICATION

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 submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/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, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the TOWN OF RIVERHEAD receive information that a person is in violation of the above-referenced certification, the TOWN OF RIVERHEAD 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, then the TOWN OF RIVERHEAD 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 OF RIVERHEAD reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities 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.

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

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

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

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

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

VENDOR NAME \_\_\_\_\_

Please complete and affix to your sealed bid envelope.



**BIDDER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**BID NAME: UNINTERRUPTIBLE POWER SUPPLY FOR  
THE RIVERHEAD POLICE DEPARTMENT**

**BID OPENING DATE: AUGUST 27, 2020**

**TIME: 11:00AM**

**BIDS MUST BE DELIVERED TO:**

**TOWN OF RIVERHEAD  
TOWN CLERKS OFFICE  
200 HOWELL AVENUE  
RIVERHEAD, NY 11901**

**PRIOR TO 11AM ON AUGUST 27, 2020**

**LATE BIDS WILL NOT BE ACCEPTED FOR ANY REASON**