SPECIFICATIONS
FOR
POLES, BASES & ARMS FOR STREET LIGHTING (B)
FOR THE
DIVISION OF ENGINEERING

DATE ISSUED: MAY 18, 2015
BID OPENING: JUNE 2, 2015
AT 10:00 A.M.
BUYER: ADRIÁN GUADALUPE
FOR ENTERING FORMAL PROPOSALS FOR MATERIALS, SUPPLIES, EQUIPMENT, AND SERVICES

1. METHOD OF TENDERING PROPOSALS.

(A) ALL BIDDERS MUST TENDER THEIR PROPOSAL ON THE FORM FURNISHED WITH THESE SPECIFICATIONS and shall execute the form in ink or typewriter, without alteration or additions of any kind. Except for catalogs or other descriptive literature specified or requested, ANY LETTERS OR OTHER PAPERS ATTACHED TO PROPOSALS OR SUBMITTED UNDER SEPARATE COVER CONTAINING CONTINGENT CLAUSES OR MODIFICATIONS TO THESE SPECIFICATIONS WILL NOT BE ACCEPTED. Any deviation or minor points of variance shall be specifically shown and stated in the space provided on the bid sheet or on a separate sheet of paper, and only those deviations or minor variations contemplated or permitted thereby will be considered.

(B) No person, co-partnership, or corporation, shall submit more than one proposal, either directly or by agent. Each bidder shall sign said proposal with his/her full name, in his/her own handwriting, and, if a partnership, each partner must sign; if a corporation, the corporate name shall be signed, and signed and acknowledged by a duly authorized officer thereof.

(C) A bid bond, certified check, bank draft or letter of credit must accompany a bid under $250,000.00. If the total dollar amount of the bid exceeds $250,000.00, then only a bid bond is acceptable, otherwise, a certified check, bank draft or letter of credit shall be for ten percent (10%) of the amount bid. Bid bond running to the City of Buffalo to be executed by bidder as principal and by duly incorporated company authorized to guarantee performance of the contract, and to do business in the State of New York, as surety, in the penal amount of not less than ten percent (10%) of the bid, conditioned that if the bid accompanying the bond shall be accepted, the principal named in such bond will, whenever required, enter into a written contract for the performance of the contract in accordance with conditions as provided in the plans and specifications and will furnish the required security for the faithful performance of the contract as specified, and the penal sum of such bid bond, in the amount of one hundred percent (100%) shall be and become the minimum amount of the damages suffered by the City as liquidated damages, if the bidder whose bid is accepted shall fail to enter into a contract with the City and give security for the performance of the contract as required, upon notice to him as in said plans and specifications prescribed. The amount of the aforementioned bid bond, certified check, bank draft or letter of credit, shall be based on the total amount of the bid arrived at by the addition of the totals for all groups or units bid upon. Whenever bidder submits proposals for items aggregating less than $10,000.00, no security need accompany the proposal.

(D) “Energy Star

For all applicable products bidders must submit with their bid a statement indicating that all products purchased will bear the “Energy Star” label as awarded by the U. S. Environmental Protection Agency and U. S. Department of Energy.
(E) If bidder finds it necessary to purchase a product that does not bear the “Energy Star” label the bidder or the respective Department or Agency must include a written statement indicating the reason “Energy Star” products cannot be used, and a comparison of the initial and operating cost differential during the useful life of the “Energy Star” rated product and the non-rated product.

(F) All bidders must submit with their bid a statement indicating that they will work toward a minority workforce goal of 25%, and woman workforce goal of 5%. In addition, a statement must be submitted indicating that the bidder will work toward a business utilization goal for minority business enterprise of 25% and woman business enterprise of 5%.

Form EEO-2 is enclosed and must be completed and returned with your proposal.

2. QUALIFICATIONS FOR BIDDER.

Ordinarily, proposals are not considered from bidders on supplies, material or equipment, if the bidder or manufacturer of same is in bankruptcy, or in the hands of a receiver at the time of tendering a proposal or at the time of entering into a contract, but the Director of Purchase reserves the right to accept or reject such proposals in the best interest of the City. No bid shall be accepted from any person or corporation that is in arrears to the City upon any debt or contract.

FOR THE PURPOSE OF THIS BID, A PERFORMANCE BOND WILL BE REQUIRED WHEN ENTERING INTO A CONTRACT, SEE ITEM THREE (3) PARAGRAPH TWO (2) BELOW FOR POSSIBLE OPTIONS.

A BID BOND OR CERTIFIED CHECK FOR 10% OF TOTAL AMOUNT IS REQUIRED WHEN SUBMITTING A BID.

3. CONTRACT AND BOND.
(A) The successful bidder will be required to enter into a contract and furnish a bond guaranteeing the faithful performance of the contract in the penal amount of the contract price, such bond to be executed by the bidder as principal, and by a duly incorporated company authorized to guarantee the performance of the contract and to do business in the State of New York as surety. Said bond to be approved by the Corporation Counsel as to form and by the Comptroller of the City of Buffalo as to sufficiency of the bond. The amount of the performance bond shall be based on the total amount of the contract, arrived at by the additions of the totals for all groups or units listed thereon.

Please note the City of Buffalo may waive its requirement of the above performance bond, at the discretion of the Director of Purchase. If approval is granted and your company is not required to submit a performance bond please list the credit price that would be deducted from your proposal.

4. DISCOUNT.

Bidder will please specify cash discount, if any; discount period to begin with receipt of invoice in the office of the Division of Purchase. The cash discount is not to be considered in determining the low bid, except where bids are otherwise identical.

5. PAYMENT.

Payment for material, supplies or equipment called for herein shall be made within thirty (30) days after approved completion of contract and the rendition of proper invoice to the Division of Accounting, 65 Niagara Square, Room 1214 City Hall, Buffalo, New York 14202.
6. PATENT INFRINGEMENT.

The Contractor shall agree to indemnify and save harmless the City of Buffalo, its servants, agents and employees from any and all suits or action at law or in equity, which may hereafter be brought against them or either of them, for, or on account of, the infringement, or alleged infringement, of any patent or patent rights upon or pertaining to any of the articles described herein.

7. GENERAL.

(A) The Contractor will not be allowed to take advantage of any errors or omissions. The Director of Purchase reserves the right to reject any and all bids on any or all items in the proposal and to waive any informalities. In case of error, unit price governs.

(B) Should there be any question concerning these specifications, or the intent of these specifications, the prospective bidder shall apply to the Director of Purchase for such information.

(C) These regulations, specifications, invitation for bids, and the proposal are deemed to be incorporated in the contract.

(D) The Division of Purchase reserves the right to award by item, or as a whole, or to reject any or all bids.

8. TAXES.

Quotations shall not include any New York Sales Tax as municipalities of New York State are not subject to this tax. No Federal Tax of any kind shall be included unless the Federal Law specifically levies such tax against purchases made by the political subdivisions of a State.

9. TITLE.

Contractor must transfer a good and incontrovertible title to all equipment furnished hereunder free and clear of all liens and encumbrances of whatever name and nature.

10. ASSIGNMENT AND SUBCONTRACTING

Pursuant to Section 408 of the City Charter, no contractor awarded a contract pursuant to bids shall assign or subconfer any part of such contract to any person, firm or corporation by whom a proposal was submitted to the City for the same contract. In any event, no contractor shall assign, transfer or otherwise dispose of the within contract, or any part thereof, or any right, title or interest thereunder, without the prior written consent of the Director. Any such purported action without such consent shall be null and void.

11. SUBCONTRACTOR LIST.

The successful bidder shall submit a list of proposed subcontractors to the Director of Purchase for his approval and obtain his written consent thereto prior to the execution of the contract.

12. NATIONALLY KNOWN CORPORATIONS.

The Director of Purchase reserves the right to determine which corporations are to be designated as nationally known, and his decision will be final.
13. **DELIVERY DATE, PENALTIES AND EXTENSIONS OF TIME.**

The delivery date shall be considered by the Director of Purchase in making the award. Such delivery date shall be of the essence of the contract.

If the contractor and/or supplier fails to complete the contract within the specified delivery date or within any extensions thereof granted in accordance with this section, the City may elect to permit the contractor and/or supplier to proceed with and complete the contract, provided, however, that in any such case such permission shall not be deemed a waiver in any respect by the City of the contractor’s and/or supplier’s liability for damages or expenses thereby incurred by the City as a result of the failure to complete delivery within the specified time, but such liability shall continue in full force against the contractor and/or supplier as if such permission had not been granted.

In order to avoid all controversy in the determination of actual damages or expenses to the City for the delay in completion of the contract by reason of the City’s election not to terminate the right of the contractor and/or supplier to proceed with the completion of the contract, the contractor and/or supplier and their surety shall be liable for and shall pay or allow to the City a sum equal to one percent (1%) of the total amount of the contract per day as fixed and agreed liquidated damages for each and every calendar day, Sundays and holidays included, after the date fixed for delivery during which time the contract shall remain incomplete, and any such damages and expenses may be deducted by the City from any payment or payments then due or thereafter to fall due to the contractor and/or supplier.

No extension of time for completion of this contract shall be granted unless the contractor and/or supplier shall make written application to the Director of Purchase no later than five (5) calendar days prior to the specified delivery date for an extension of time to complete delivery and the Director of Purchase shall have granted such extension in writing no later than the date upon which delivery was to have been made. The granting of any such extension and the length of time thereof shall be in the sole discretion of the Director of Purchase.

14. **NON-COLLUSIVE BIDDING CERTIFICATION.**

If the bidder is a corporation, the execution of the non-collusive certification in the form of proposal shall be deemed to include the signing to non-collusion as the act and deed of the corporation.

No bid shall be considered for an award nor will any award be made to a bidder where the proposal does not include the statements as to non-collusion as set forth in the form of proposal herein, provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and furnish with the bid a signed statement which sets forth in detail the reasons therefor. In such event the bid shall not be considered for award nor shall any award be made unless the Director of Purchase determines that such disclosure was not made for the purpose of restricting competition. In this connection, it should be noted that the fact that a bidder has published price lists, rates or tariffs covering items being procured or has informed prospective customers of the proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same price as being bid, does not constitute, without more, a disclosure to any other bidder or to any competitor within the meaning of the non-collusive certification included in the form of proposal.
15. SECTION 220-E, Labor Law.

PROVISIONS IN CONTRACTS PROHIBITING DISCRIMINATION ON ACCOUNT OF RACE, CREED, COLOR OR NATIONAL ORIGIN IN EMPLOYMENT OF CITIZENS UPON PUBLIC WORKS.

Every contract for or on behalf of the state or a municipality for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies shall contain provisions by which the contractor with the state or municipality agrees:

(a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, 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 the employment relates;

(b) That no contractor, subcontractor, nor any person on his/her 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, disability, sex or national origin;

(c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a 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 the contract;

(d) That this contract may be canceled or terminated by the state or municipality, and all moneys 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; and

(e) The aforesaid provisions of this section covering every contract for or on behalf of the state or municipality for 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.

NOTIFICATION OF AWARD

A notice of award letter will be sent to all parties who submitted a valid proposal notifying all of our selection as to who was the successful bidder. There is a ten (10) day bid protest appeal period which starts from date of award on letter, any vendor who feels they have a reason for protest must file within this time period.
COOPERATIVE PURCHASING: PURCHASES BY OTHER POLITICAL SUBDIVISIONS

1. When in the opinion of the Director of Purchase, it will not create a burden or hardship on the City of Buffalo and the anticipated prices will not adversely affect thereby, the Director is authorized when he deems appropriate and as may be requested by the participants to provide in any particular City of Buffalo bid specification that the participants shall have rights to make purchases based upon the bids received by the City of Buffalo.

2. The City of Buffalo Director of Purchase, within the limits of his/her time and manpower, shall disseminate relevant contract information to the participants.

3. The participants in the City of Buffalo contracts will issue purchase orders directly to vendors within the specified contract period referencing the City of Buffalo contract involved and be liable for any payments due on such purchase orders.

4. Bidders shall take notice that as a condition of the award of a City of Buffalo contract pursuant to these specifications, the successful bidder agrees to accept the award of a similar contract with any of the participating political subdivisions if called upon to do so. The City of Buffalo will not be responsible for any debts incurred by participants pursuant to this or any other agreement.

5. Upon mutual agreement between the successful bidder and various other government agencies and authorities, this contract may be used if all requirements of each municipality is in agreement. Government agencies requesting the use of this contract will be responsible for monitoring all aspects and requirement, the City of Buffalo assumes no responsibility.
POLES, BASES & ARMS FOR STREET LIGHTING (B)
FOR THE
DIVISION OF ENGINEERING

PROPOSALS IN SEALED ENVELOPES, marked “FORMAL BID ON POLES, BASES & ARMS FOR STREET LIGHTING (B) FOR THE DIVISION OF ENGINEERING”, addressed to the Director of Purchase, 65 Niagara Square, Room 1901 City Hall, Buffalo, New York 14202, will be received until 10:00 A.M., local time, TUESDAY, JUNE 2, 2015.

INTENT: It is the intent of the City of Buffalo, Division of Purchase, to enter into a contract for the Division of Engineering to purchase as per the following specifications.

The purpose of this contract is to establish a one-source provider of quality poles bases and arms with prompt, reliable service at fair and reasonable prices. We reserve the right to award this contract line-by-line if a one-source provider cannot be established.

CONTRACT PERIOD: From date of contract through June 30, 2016. If agreeable to both the Contractor and the City of Buffal, this contract may be renewed for four (4) one-year periods.

Quantities listed for each item on the Bid Form are for ANNUAL ESTIMATED REQUIREMENTS ONLY, therefore, the estimated quantities are not guaranteed.

Quantities estimated are approximate based on projected usage, but it is specifically understood and agreed that these quantities are approximate and any increased quantities will be paid for at the contract price and supplier shall not have any claim against the COB for any quantities less than estimated amount.

The City is not obligated to purchase any specific amount. The City shall only be obligated to pay for specific items ordered and shipped provided funds are available and have been properly encumbered by approval of the Division of Purchase.

City of Buffalo reserves the right to reject any and all bids or parts of bids, to waive irregularities and technicalities and to request rebids. COB also reserves the right to award the contract on such as COB deems will best serve its interests. It further reserves the right to award the contract on a split order basis or such combinations as shall best serve the interests of COB unless otherwise specified.

City of Buffalo reserves the right to reject all bids and utilize pricing offered in current contracts with other governmental entities if determined advantageous and in the best interest of the City.

Price quoted includes delivery to the Division of Engineering, Lighting Division, 1120 Seneca St., Buffalo, New York, and unloading on the ground.

Brand names used in these specifications are not intended to imply or denote a particular vendor and are not to be construed as restrictive in any way. All proposals that meet or exceed specifications will be considered.

For questions regarding these items or any other information please contact Adrian Guadalupe, Buyer at 716-851-5234.

BIDDER SHALL COMPLETE EVERY SPACE IN BIDDERS PROPOSAL COLUMN WITH A CHECK MARK TO INDICATE IF THE ITEM BEING BID IS EXACTLY AS SPECIFIED. IF NOT, DESCRIPTION TO INDICATE THE SPECIFIC DEVIATION FROM THE SPECIFICATIONS TO BE SUPPLIED ON THESE SHEETS OR ON A SEPARATE SHEET OF PAPER.
BIDDER COMPLIES

SPECIFICATIONS: YES NO DEVIATIONS

*DIAGRAMS ATTACHED WITH BID

- AKRON FOUNDRY BASE #TB2-20
- AKRON FOUNDRY WASHERS # AF-W3
- CAST IRON BASE ORNAMENTAL 25' POLE, KING LUMINAIRE # KSS19FF-25; AS PER DRAWING NUMBER 2065251
- KING LUMINAIRE # KA72-T-1-8' C/W THROUGH BOLT ORNAMENTAL 8' ARM; AS PER DRAWING NUMBER 2065251
- CAST IRON BASE ORNAMENTAL 22' POLE, KING LUMINAIRE # KSS19FF-22; AS PER DRAWING NUMBER 2065251
- CAST IRON BASE ORNAMENTAL 18' POLE, KING LUMINAIRE # KSS19FF-18; AS PER DRAWING NUMBER 2065251
- STERNBERG LIGHTING VICTORIA LED GASLIGHT #6590SRLED TO SF 3” DIA. X 3” TALL TENON / DBT DOME / 4A1R45T5-MDL / DBT; SEE SPECS LABLED 6590SRLED VICTORIAN GASLIGHT I
- HOLOPHANE GRIDER STREET REPLACEMENT POLE NO SUBSTITUTIONS; AS PER DRAWING NUMBER TSG007919
- STERNBERG MAIN STREET REPLACEMENT POLE; CAS8/6930ARTF/8SF/RPBP/-1BDBA/ 1GFT-IUC/DHPA/BK-ARM W/2 3/8” HORIZONTAL TENON AS SHOWN ON DRAWING NUMBER SC3933
- STERNBERG MAIN STREET REPLACEMENT CLAM SHELL BASE; 6901SS/10/BK OXFORD SPLIT BASE W/10” NECK OPENING, BLACK FINISH TWO PIECE CLAM SHELL DECORATIVE BASE AS SHOWN ON DRAWING NUMBER SC3933

BID SURETY (BID BOND, CERTIFIED CHECK, BANK DRAFT OR IRREVOCABLE LETTER OF CREDIT) FOR 10% OF TOTAL AMOUNT IS REQUIRED WHEN SUBMITTING A BID.

Company Name: __________________________________________

Authorized Signature ___________________________________

________________________________________________________

(PRINT NAME) Authorized Signer
**WARRANTY:** Equipment furnished shall be guaranteed for one year from the date of acceptance against any defect in workmanship, material or design. Such defects shall be promptly corrected and defective parts replaced, without any cost to the City of Buffalo for parts or labor.

Any warranty offered by a manufacturer beyond this one-year minimum shall be considered a part of these specifications.

**PRICE**

Prices must be guaranteed for the contract period. A renewal price increase will be accepted based on proof of the industry’s price increases and approved by the Director of the Division of Purchase. Otherwise, the contract prices and conditions will remain the same for the renewals. The Division of Purchase must receive written notification of price increase, thirty (30) days prior to the effective increase date. All price increases cannot exceed the Consumer Price Index (CPI) upon justification of the manufacturer. Increases must be justified as a manufacturer’s increase evidenced by a letter from the manufacturer on company stationery.

**METHOD OF BIDDING**

Bidders shall quote unit price and total price for all items bid.

Prices quoted shall include delivery to the Division of Engineering, Street Lighting, 1120 Seneca St., Buffalo, New York and unloading on the ground.

Bidders shall state manufacturer and model number and length of time required for delivery after receipt of a purchase order.

**ALL INFORMATION REQUIRED**

BIDDERS SHALL ANSWER ALL QUESTIONS APPEARING ON BID FORM. FAILURE TO FOLLOW INSTRUCTIONS SHALL BE REASON FOR DISQUALIFICATION. NOT RESPONDING TO THIS BID INVITATION WILL RESULT IN YOUR NAME BEING REMOVED FROM THE BIDDER’S LIST FOR THIS COMMODITY GROUP.

WILLIAM L. SUNDERLIN
DIRECTOR OF PURCHASE
CITY OF BUFFALO
NEW YORK

DEPARTMENT OF ADMINISTRATION, FINANCE, POLICY & URBAN AFFAIRS
DIVISION OF PURCHASE
65 NIAGARA SQUARE, ROOM 1901 CITY HALL
BUFFALO NY 14202

FORMAL PROPOSAL
POLES, BASES & ARMS FOR STREET LIGHTING (B)
FOR THE
DIVISION OF ENGINEERING

Covered by Specifications ADVERTISED ON: WEDNESDAY, MAY 20, 2015

This bid must be returned to: The Division of Purchase, 65 Niagara Square, Room 1901 City Hall, Buffalo, N.Y. 14202 on or before, at 10:00 A.M., Local Time, TUESDAY, JUNE 2, 2015 which time all bids will be publicly opened.

THE UNDERSIGNED SUBMITS THE FOLLOWING BID WHICH IS IN COMPLETE CONFORMITY WITH THE INTENT OF THE SPECIFICATIONS. QUANTITIES ARE APPROXIMATE.

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<th>ITEM NO.</th>
<th>QUANTITY &amp; DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
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<td>1.</td>
<td>27 EA. AKRON FOUNDRY BASE #TB2-20 AS SPEC, OR EQUAL</td>
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<td>2.</td>
<td>616 EA. AKRON FOUNDRY WASHERS #AF-W3 AS SPEC, OR EQUAL</td>
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NAME OF BIDDER ___________________________ PHONE NO. ___________________________
ADDRESS ___________________________________ EMAIL ___________________________
REMIT TO ADDRESS ___________________________
This form must be completed and submitted as stipulated in the specifications, either TYPEWRITTEN OR PRINTED IN INK.
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<td>3.</td>
<td>20 EA. CAST IRON BASE ORNAMENTAL 25' POLE, KING LUMINAIRE # KSS19FF-25 AS SPEC, OR EQUAL</td>
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<td>4.</td>
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<td>5.</td>
<td>2 EA. CAST IRON BASE ORNAMENTAL 22’ POLE, KING LUMINAIRE # KSS19FF-22; AS SPEC, OR EQUAL</td>
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<td>6.</td>
<td>2 EA. CAST IRON BASE ORNAMENTAL 18’ POLE, KING LUMINAIRE # KSS19FF-18; AS SPEC, OR EQUAL</td>
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<td>10 EA. STERNBERG LIGHTING VICTORIA LED GASLIGHT #6590SRLED TO SF 3” DIA. X 3” TALL TENON / DBT DOME / 4A1R45T5-MDL / DBT; AS SPEC, OR EQUAL</td>
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<td>8.</td>
<td>4EA. HOLOPHANE GRIDER STREET REPLACEMENT POLE; AS SPEC, NO SUBSTITUTIONS</td>
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<td>9.</td>
<td>4 EA. STERNBERG MAIN STREET REPLACEMENT POLE; AS SPEC, OR EQUAL</td>
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<tr>
<td>10</td>
<td>10 EA. STERNBERG MAIN STREET REPLACEMENT</td>
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<td>CLAMSHELL BASE: AS SPEC, OR EQUAL</td>
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**TOTAL PRICE $_______________**

If your company is the successful bidder and the City of Buffalo grants approval to waive the performance bond for this contract please list the cost savings that would be credited to the City of Buffalo on this contract:

Credit to be applied: $______________ Per Unit for Item No. 1
$______________ Per Unit for Item No. 2
$______________ Per Unit for Item No. 3
$______________ Per Unit for Item No. 4
$______________ Per Unit for Item No. 5
$______________ Per Unit for Item No. 6
$______________ Per Unit for Item No. 7
$______________ Per Unit for Item No. 8
$______________ Per Unit for Item No. 9
$______________ Per Unit for Item No. 10

NAME OF BIDDER __________________________ PHONE NO. _______________________
ADDRESS ______________________________________ EMAIL _______________________
REMIT TO ADDRESS __________________________

This form must be completed and submitted as stipulated in the specifications, either **TYPEWRITTEN OR PRINTED IN INK**.
CASH DISCOUNT (IF ANY) TO BE DEDUCTED _______ % IN THIRTY (30) DAYS.

DELIVERY SHALL BE WITHIN__________________DAYS AFTER RECEIPT OF A PURCHASE ORDER BY VENDOR.

We attach hereto Bid Bond, Certified Check, Bank Draft or Letter of Credit in the amount required by the specifications.

THIS PROPOSAL IS FAIR IN EVERY RESPECT AND NO OFFICER OF THE CITY OF BUFFALO IS DIRECTLY OR INDIRECTLY INTERESTED IN SAID PROPOSAL, OR IN THE WORK TO WHICH IT RELATES, OR IN ANY PORTION OF THE PROFITS, excluding profits which may accrue as a stockholder, provided that as such stockholder he does not have supervision, control, or direction of said corporation and that he did not participate in the calculation, submission or preparation of this bid.

THIS PROPOSAL IS TENDERED BY (A) (AN) CORPORATION _______ PARTNERSHIP _______ INDIVIDUAL_____

PARTNERS CONSTITUTING _______________________________________________________________

PARTNERSHIP

INCORPORATED IN WHAT STATE, IF CORPORATION? __________________________________________

IF FOREIGN CORPORATION, STATE IF AUTHORIZED TO DO BUSINESS IN NEW YORK STATE ______

* CORPORATE OFFICERS’ NAMES       TITLES       ADDRESSES

____________________________________________________________________________________

____________________________________________________________________________________

* PRINCIPAL STOCK HOLDERS

NAMES       ADDRESSES       NAMES       ADDRESSES

____________________________________________________________________________________

* Note: This information is not required from nationally known corporations.
NON-COLLUSION CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certificates, and in the case of a joint bid, each party thereto certifies as to it’s own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

(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.

FIRM OR CORPORATION NAME _____________________________________________________

PRINCIPAL ADDRESS

STREET

CITY   STATE   ZIP CODE

SIGNATURE OF INDIVIDUAL, PARTNERS OR OFFICERS

__________________________________________________________________________________

TITLE (TYPE OR PRINT NAME ABOVE)

__________________________________________________________________________________

TITLE (TYPE OR PRINT NAME ABOVE)
FORM 2A – BIDDERS AFFIRMATIVE ACTION STATEMENT

The__________________________________________________________

(Company Name)

hereby states that we will make good faith efforts to ensure a diverse workforce and minority business participation for this proposal/bid in accordance with the City of Buffalo Charter, Chapter 96, Bonds and Contracts.

We will work toward a minority workforce goal of 25%, and woman workforce goal of 5%. In addition, we will work toward a business utilization goal for minority business enterprise of 25% and woman business enterprise of 5%.

____________________________________________

(Signature of Authorized representative of Bidder)

Date________________________________________

BIDS/PROPOSALS FAILING TO INCLUDE OR COMPLETE ANY OF THE ABOVE ITEMS WILL BE CONSIDERED NON-RESPONSIVE AND WILL NOT BE ACCEPTED.

EEO-2
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<th>Name of Contractor</th>
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<th>WBE</th>
<th>A. Construction</th>
<th>B. Supplies</th>
<th>C. Services</th>
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</table>

**CAUTION:** Before installation, user must consult with an authorized distributor regarding user's proposed application. Load requirements and installation methods. Failures can result from user's misapplication or improper installation.

**All Imbored B.C.'s, Top & Bottom must be tested on pole manufacturer's conditions to failure for specific combinations to customer requirements. Optimum tested maximum load capacity of each base can only be achieved when both top & bottom maximum bolt circles are used as indicated with pole base plates equal to size and contour of each transformer base. Pole plate thickness to be specified and determined by pole manufacturer distributors.

**See caution labels affixed inside wall opposite door opening for proper washer sizes & mounting instructions.**

All bases must be shimmed leveled to ground, foundation then mounting nuts torqued to 150 ft. lbs.

**All imbored ground lie applications must use the 'static flat washer arrangement.'**

<table>
<thead>
<tr>
<th>Part No.</th>
<th>REQUIRED WASHERS ARE AVAILABLE</th>
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<tbody>
<tr>
<td>AF-W2</td>
<td>21/2&quot; O.D. x 4 1/4&quot; x 1/4&quot;/1/2&quot; THICK</td>
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<tr>
<td>AF-W3</td>
<td>21/2&quot; O.D. x 4 1/4&quot; x 1/4&quot;/1/2&quot; THICK</td>
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<tr>
<td>AF-W5</td>
<td>21/2&quot; O.D. x 4 1/4&quot; x 1/4&quot;/1/2&quot; THICK</td>
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</tbody>
</table>

For FWA 'acceptance letters' go to:
http://traffic.dot.state.co.us/roadway_dept/road_hardware/listing.cfm?code=fwa
GENERAL
- The 6590SRLED Gaslight I is a large scale Victorian authentically detailed fixture which consists of a decorative cast aluminum fitter, cast driver housing and polycarbonate or acrylic clear lens.
- The luminaire features decorative ropes supporting gracefully detailed aluminum hinged roof. It shall be appointed with a cast aluminum pedestal ball finial on top of a tall spun aluminum cupola.
- The luminaire shall have LED light sources and roof mounted, down-lighting optics.
- The luminaire shall be supplied with line-ground, line-neutral and neutral-ground electrical surge protection in accordance with IEEE/ANSI C62.41.2 guidelines.
- The luminaire shall be U.L. or E.T.L. listed in U.S. and Canada.

FITTER
- The fitter shall be heavy wall cast aluminum, for high tensile strength.
- The fitter shall have an inside diameter opening to accept a 3” diameter pole or tenon.
- When ordered with a Sternberg aluminum pole, the fitter shall be set screwed to the pole top or tenon.

DRIVER
- The LED driver shall be securely mounted inside the fitter, for optimized performance and longevity.
- The LED driver shall be supplied with a quick-disconnect electrical connector on the power supply, providing easy power connections and fixture installation.

LIGHT SOURCES
- The luminaire shall use high output, high brightness LEDs.
- The LEDs shall be mounted in arrays, on printed circuit boards designed to maximize heat transfer to the heat sink surface.
- The LEDs shall be attached to the printed circuit board with not less than 90% pure silver to insure optimal electrical and thermal conductivity.
- The LEDs and printed circuit boards shall be protected from moisture and corrosion by a conformal coating of 1 to 3 mils.
- The LEDs and printed circuit board construction shall be environmentally friendly and 100% recyclable. They shall not contain lead, mercury or any other hazardous substances and shall be RoHS compliant.
- The LED life rating data shall be determined in accordance with IESNA LM-80.

LIST NO.
6590SRLED
VICTORIAN
GASLIGHT I
SERIES

EPA = 1.50 (ft²)
WEIGHT = 41 LBS

(Continued on back page)
OPTICS
- The luminaire shall be provided with individual, acrylic, refractor type optics applied to each LED.
- The luminaire shall provide Type ___ (III or V) light distribution per the IESNA classifications. Testing shall be done in accordance with IESNA LM-79.

PERFORMANCE
- The LED arrays are built in series-parallel circuits which maintain overall light output in the event of single LED failures.
- The LEDs and LED driver shall operate over a -40°C (-40°F) to +50°C (122°F) ambient air temperature range.
- The High Performance white LEDs will have a life expectancy of approximately 70,000 hours with not less than 70% of original brightness (lumen maintenance), rated at 25°C.
- The High Brightness, High Output LED’s shall be 4500K (3500K or 6000K option) color temperature with a minimum of 75 CRI.
- The luminaire shall have a minimum _______ (see table) initial delivered lumen rating when operated at steady state with an average ambient temperature of 25°C (77°F).

<table>
<thead>
<tr>
<th>Light Source</th>
<th>Initial Delivered Lumens</th>
<th>Fixture Watts</th>
<th>Light Source</th>
<th>Initial Delivered Lumens</th>
<th>Fixture Watts</th>
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ELECTRONIC DRIVERS
- The driver shall be U.L. or E.T.L. Recognized.
- The driver shall have overload as well as short circuit protection.
- The driver shall be a DC voltage output, constant current design, 50/60Hz.

For 4A1R thru 4ARC LED Light Sources
- The driver shall have a minimum efficiency of 90%.
- The driver shall be rated at full load with THD<20% and a power factor of greater than 0.90.
• The driver shall contain over-heat protection which reduces output to less than half rating if
  the case temperature reaches 85°C.

For 1RND LED Light Sources
• The driver shall have a minimum efficiency of 88%.

LUMINAIRE HOUSING
• The clear lens shall be made of vandal resistant clear polycarbonate or dent resistant (DR)
  clear acrylic. The lower section of the lens shall be frosted.
• The lens holder and scalloped roof shall be cast aluminum.
• The roof shall be painted white (Model 6590SRLED) or optional polished brass (Model
  6590SRLEDBD) or antique copper (Model 6590SRLEDCD).
• Frosted Glass Hurricane Chimney (FHC) option adds an authentic touch and can be LED
  lighted (second option) for further authenticity.
• House Side Shield (HSS) is an option that will block 120° of light emitted from the luminaire,
  toward the house side.

ARMS
• The arms shall be cast aluminum and/or extruded aluminum.
• Arms with decorative filigree shall have meticulously detailed scroll work and gracefully
  curved brackets.
• (All except BAPT and 779 arms) The arms shall be bolted to a post mount adaptor which is
  welded to the pole to ensure proper alignment.
• (Twin TA and twin 579 arms) The arms shall be attached to a decorative center hub which
  will fit the center tenon of the pole (not shown).

PHOTOCELL OPTIONS
Electronic Button Cell Option
• Photocells shall be electronic button type.
• On single post-top fixtures, the photocell shall be mounted in the fitter and pre-wired to the
  driver.
• On multiple head fixtures, photocells shall be mounted in the pole shaft, on an access plate.
  The photocell is not pre-wired since drivers are mounted in the fitters and packaged separately.
• The photocell is instant-on at 1.5 foot-candles and turns off 5-10 seconds at 2-3 foot-candles.
• The photocell is 120-277 volt.
FINISH

- Prior to coating, the luminaire shall be chemically cleaned and etched in a 5-stage washing system which includes alkaline cleaning, rinsing, phosphoric etching, reverse-osmosis water rinsing and non-chrome sealing to ensure corrosion resistance and excellent adhesion for the finish coat.
- The finish coat shall be an electrostatically applied semi-gloss, super durable polyester powder coat, baked on at 400°F, to provide a durable, color retentive finish.
- *The optional __________ (Verde Green or Swedish Iron) finish shall be hand-brushed using a 3-step process. * (OPTION)

WARRANTY

- The luminaire shall be free from all defects in materials and workmanship for a period of seven (7) years from the date of manufacture.
- The luminaire manufacturer shall warrant the LED boards/system, during the stated warranty period, against failure defined as more than three (3) simultaneous non-operating LEDs.
- The driver shall be warranted for seven (7) years.
6590SRLED VICTORIAN GASLIGHT I  FIXTURES/ARMS PM - WB

FIXTURES

- 6590SRLED Polycarbonate Lens
- 6590ASRLED Acrylic Lens
- 6590SRLEDDBD Brass Dome
- 6590SRLEDCD Copper Dome

OPTIONS

- FHC Frosted Hurricane Chimney Not Lighted
- FHCL Frosted Hurricane Chimney Lighted

PIER BASE MOUNTS (PB)

- 450PB

ARMS - POST MOUNT (PM) or WALL BRACKETS (WB)

- 480 (480D Downswapt Arm)
- 478TS
- TASCR
- 579
- 62C
- 6236
- 478
- TA
- 779

See Arms Section for more information.
LED Lanterns Specifications

BUILDING A PART NUMBER

POST & ARM FIXTURES

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<th>ARM MOUNTED FIXTURE</th>
<th>CENTER POST TOP FIXTURE (PT)</th>
<th>POST</th>
<th>POST CAP</th>
<th>LIGHT SOURCE</th>
<th>DRIVER</th>
<th>OPTIONS</th>
<th>FINISH</th>
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WALL FIXTURES

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<th>LIGHT SOURCE</th>
<th>DRIVER</th>
<th>OPTIONS</th>
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PART NUMBER SELECTIONS

FIXTURES
- 6590SRLED
- 6590ASRLED
- 6590SRLEDDB
- 6590ASRLEDDBD
- 6590SRLEDCD
- 6590ASRLEDCD

WALL BRACKET ARMS
- 478WB
- 478T5WB
- 480WB
- 480DWB
- 62CWB
- 6236WB
- 579WB
- TAWB
- TASCRWB

POST ARMS
- 478PM
- 478TPM
- 480PM
- 480DPM
- 62CWM
- 6236PM
- 579PT
- TAPO
- TASCR
- BAPT
- 779PT

PIER BASE
- 450PB

LIGHT SOURCES*

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<tr>
<td>1RND</td>
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*Consult factory for other color temperatures

STANDARD FINISHES*
- BKT Black Textured
- WHT White Textured
- PGT Park Green Textured
- ABZT Architectural Medium Bronze Textured
- DBT Dark Bronze Textured

CUSTOM FINISHES
- OL Old Iron
- RT Rust
- WBR Weathered Brown
- CD Cedar
- WBI Weathered Black
- TT Two Tone

STERNBERG SELECT FINISHES
- VG Verde Green
- SI Swedish Iron
- OWGT Old World Gray Textured

OPTIONS
- PEC Photocell-Electronic 120-277 Volt
- FHD Dual Fuse & Holder
- PF per arm Pineapple Finial or Font (For TA, TASCR)
- BF per arm Ball Finial or Font (TA, TASCR)
- FHC Frosted Hurricane Lamp - Not Lighted
- FHCL Frosted Hurricane Lamp - Lighted
- HSS House Side Shield
Specifications

POST DESCRIPTION
The lighting post shall be cast iron and steel construction, massive,
heavily tapered with a deep, 16-flute steel shaft and a classic 16-flute cast iron
base. The shaft and base shall be joined together at the factory and
shipped as one piece. Slipcover, claspshell, or other multiple-piece post
designs are not acceptable. The post shall be Holophane’s catalog
number NY23R2MODU786D. A BHC (MOD) series 98° single arm will
mount atop the post. Two 30° banner arms, two 60° banner arms with
eyebolts, a 2-hook and a 6-PCI receptacle with small white in-line
weatherproof cover will mount at specified heights and orientations.

MATERIALS
The post base material shall be ASTM A46 Class 30 cast iron, formed
too to the pattern with complete detail. The shaft shall be tapered and
fluted steel with an integral steel base and steel bottom cap. All
exposed fasteners shall be temper resistant stainless steel. Anchor
bolts to be completely hot dip galvanized. Partially galvanized bolts are
not acceptable.

DIMENSIONS
The post shall be 22'-9" (maximum) in height with a 20" diameter base.
The post shall taper from a 7" diameter at the top of the base to a 4 1/2"
diameter at the post top.

INSTALLATION
The one-piece post shall be provided with four 1" diameter, L-type
anchor bolts to be installed on a 11/8" diameter bolt circle. Post will have
special steps to aid with securing pole to the foundation. All holes shall be
provided for anchorage and with excess. A grounding screw shall be provided inside the base opposite the door.

Accessory Mounting Detail

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<td>15'-3&quot;</td>
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<tr>
<td>0° &amp; 180°</td>
<td>13'-9&quot;</td>
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</table>

Clamp On: Shell Ø

RB30R1126CD-CABK

65.75"/35.5%

Anchorage Detail

City of Buffalo - Girder Replacement
Buffalo, NY

ORDER #: TYPE:

DRAWN:

REVISION:

REVISION DATE:

DRAWN: KRW

ORIGIN DATE: 9/30/13

PAGE: 1 of 1
MAST ARM BOLTED TO POLE WITH TWO 1/2-13 BOLTS
SCROLL BOLTED TO POLE AND MAST ARM WITH TWO 5/16-18 BOLTS

FIXED 1" DIA. BREAK AWAY BANNER ARMS UNDER AND OPPOSITE MAST ARM BANNER ARMS TO HAVE THREADED END FOR CAP
BANNERS BY OTHERS

1" DIA: CLAMP ON BREAK AWAY BANNER ARMS UNDER AND OPPOSITE MAST ARM ADJUSTABLE CONNECTION

20 AMP GFI RECEPTACLE OPPOSITE OF MAST ARM

FIXED DOUBLE HOOKED PLANTER ARMS 90° RIGHT AND LEFT OF MAST ARM
SEMI GLOSS BLACK FINISH

10" - 5.8" DIA. 8 SHARP FLUTED AND TAPERED POLE .312 WALL THICKNESS 0.14" PER FOOT TAPER 8063-16 STRUCTURAL GRADE ALUMINUM

20" DIA. TWO PIECE CLAMP ON BASE WITH ONE ACCESS DOOR