BID NOTICE

Sealed bids will be opened and read aloud in the office of the Herkimer County Purchasing Agent, 109 Mary Street, Suite 1303, Herkimer New York 13350, on Friday April 3, 2020 at 10am, for the provision of a Pre-Fabricated Concrete Equipment Shelter for the Herkimer County Department of Emergency Services.

Bid Packets may be obtained at the above office during normal business hours. Minority and Women Owned businesses are encouraged to apply.

Sheri Ferdula
Budget Officer/Purchasing Agent
3/9/2020
REQUEST FOR BIDS
Pre-Fabricated Concrete Equipment Shelter

SUBMISSION DEADLINE
Friday April 3, 2020, 10am

Herkimer County Department of Budget & Purchasing
Sheri Ferdula, Budget Officer/Purchasing Agent
Philomena Lumia, Deputy Purchasing Agent
109 Mary Street, Suite 1302
Herkimer, NY 13350
HERKIMER COUNTY

GENERAL INSTRUCTIONS TO BIDDERS

SECTION 1: Bid Description

The County of Herkimer is seeking bids proposals for the purpose of a pre-fabricated concrete equipment shelter for the Spohn Hill communications tower.

Bid documents will be available at the Office of the Herkimer County Purchasing Agent, Monday through Friday from 8am to 4pm, or may be downloaded from the Empire State Purchasing Website at www.empirestatebidsystem.com. Minority and Women Owned Businesses are encouraged to apply.

SECTION 2: Bid Submission

Bids and all required documentation must be submitted in a sealed envelope clearly marked “BID – Spohn Hill Shelter” no later than 10 am on Friday April 3, 2020 to:

Sheri Ferdula, Purchasing Agent
Herkimer County Department of Budget & Purchasing
109 Mary Street, Suite 1303
Herkimer NY 13350

All bids received after the time stated above, may not be considered.

By submitting a bid, Bidder agrees to accept all of the terms and conditions of the Instructions to Bidders. Bidder agrees to complete all work as specified or indicated in the documents for the price listed within the time line indicated in this bid.

Herkimer County reserves the right to reject any and all bids in whole or in part and to disregard all non-conforming, non-responsive or conditional bids.
SECTION 3: Disqualification

The County reserves the right to refuse to issue bid documents or accept bid packets from bidders who have previously failed to complete contracts within the time frame required, or have previously performed similar work in an unsatisfactory manner. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.

Herkimer County reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

Bids may be considered irregular and may be subject to rejection for the following reasons:

- If the bid is on a form other than that furnished by Herkimer County
- If the form furnished by Herkimer County has been altered.
- If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite or otherwise ambiguous.

SECTION 4: Bid Documents

Complete sets of Bidding Documents must be used in preparing bids. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of documents.

All offers received shall be net cost to the County of Herkimer. The County shall not be responsible for any additional cost; including, but not limited to, overtime required by the vendor to meet the appropriate deadlines.
SECTION 5: Bid Evaluation

Bid award will be based on the lowest total bid, adherence to bid specifications for equipment and service for locations, completeness of bid and bidder’s demonstrated capabilities and professional qualifications as determined by Herkimer County. Herkimer County reserves the right to negotiate for additional equipment with the successful bidder and/or to delete equipment when business operations change.

SECTION 6: Award of Bid

An award will be made as determined to be in the best interests of Herkimer County, with approval of the Herkimer County Legislature.

No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet or otherwise dispose of same, or of its right, title and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Herkimer County Purchasing Agent. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by Herkimer County of an attachment against the Successful Bidder, the County of Herkimer shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

The successful bidder will be required to procure and maintain at its own expense insurance coverages as outlined in the Herkimer County Insurance Requirements, and adhere to and agree to the Standard County Clauses attached.
SECTION 7: Indemnification

The successful Bidder shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 8: Remedy for Breach

In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to all sums expended by the County to procure a substitute contractor to satisfactorily complete the contract work, together with the County's own costs incurred in procuring a substitute contractor.
HERKIMER COUNTY INSURANCE REQUIREMENTS - ARCHITECTS & ENGINEERS

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the consultant hereby agrees to effectuate the naming of Herkimer County as an additional insured on the architect/engineer’s insurance policies, with the exception of workers’ compensation, NY State Disability and professional liability insurance. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.

2. The policy naming Herkimer County as an additional insured shall:
   a. Be purchased from an A.M. Best rated “Secure” New York State licensed insurer. A New York State licensed insurer is preferred. The decision to accept an endorsement rests solely with the County. A completed copy of the endorsements must be attached to the certificate of insurance.
   b. State that the architect/engineer’s coverage shall be primary and non-contributory coverage for the County, its Board, employees and volunteers.
   c. Additional insured status shall be provided by standard or other endorsements that extend coverage to the County for both on-going and completed operations. The decision to accept an endorsement rest solely with the County. A completed copy of the endorsements must be attached to the certificate of insurance.
   d. The architect/engineer agrees to indemnify the County for any applicable deductibles and self-insured retentions.
   e. At the County’s request, the architect/engineer shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the architect/engineer will provide a copy of the policy endorsements and forms.

3. Required Insurance:
   a. Commercial General Liability Insurance:
      i. $1,000,000 per occurrence/$2,000,000 aggregate.
   b. Automobile Liability:
      i. $1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
   c. Workers’ Compensation and NYS Disability:
      i. Statutory Workers’ Compensation, Employers’ Liability and NYS Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific for, as required by the New York State Workers’ Compensation Board. ACORD certificates are not acceptable.
   d. Architects & Engineers’ professional Errors and Omissions Insurance:
      i. $2,000,000 per occurrence/$2,000,000 aggregate for the professional acts of the architect/engineer performed under the contract for the Municipality. If written on a “claims-made” basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work. If the architect or engineer is providing or managing environmental services, the errors & omissions policy must contain an endorsement to include coverage for these services.
   e. Excess Insurance:
      i. $2,000,000 each Occurrence and Aggregate. Excess coverage shall be on a follow-form basis.

4. Architect/engineer acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of contract. The architect/engineer is to provide the County with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the County to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County.

5. Herkimer County is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The architect/engineer further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the County but also NYMIR, as the County’s insurer.
STANDARD CLAUSES FOR ALL COUNTY CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the words “contractor” herein refers to any party other than the County, whether a contractor, licensor, licensee, lessor, lessee or any other party).

PARAGRAPH 1. EXECUTORY CLAUSE: In accordance with Section 362 of the County Law, the County shall have no liability under this contract to the contractor or to anyone else beyond funds appropriated and available for this contract.

PARAGRAPH 2. NON-ASSIGNMENT CLAUSE: In accordance with Section 109 of the General Municipal Law, the contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this contract or of his right, title or interest herein or his power to execute said contract, to any other person or corporation without the previous written consent of the County.

PARAGRAPH 3. WORKERS’ COMPENSATION BENEFITS: In accordance with Section 108 of the General Municipal Law, this contract shall be void and of no effect unless the contractor shall secure compensation for the benefit of, and keep insured during the life of this contract, the employees engaged thereon in compliance with the provisions of the Workers’ Compensation Law.

PARAGRAPH 4. NON-DISCRIMINATION REQUIREMENT: In accordance with Article 15 of the Executive Law (also known as the Human Rights Law), in all other state, federal, statutory and constitutional non-discrimination provisions, the contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within New York State, the contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then in accordance with Section 239 thereof, the contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring any New York State citizen who is qualified and available to perform the work; or (b) discriminate or intimidate any employee hired for the performance of work under this contract; contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all monies due hereunder for a second or subsequent violation.
PARAGRAPH 5. WAGE AND HOURS PROVISIONS: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither contractors, employees nor the employees, of a subcontractor may be required or permitted to work more than the number of hours or days stated in said statutes except as otherwise provided in the Labor Law and is set forth in prevailing wage and supplemental schedules issued by the State Labor Department. Furthermore, contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements including the premium rate for overtime pay as determined by the State Labor Department in accordance with the Labor Law.

PARAGRAPH 6. NON-COLLUSIVE BIDDING REQUIREMENT: In accordance with Section 103-d of the General Municipal Law, if this contract was awarded based upon the submission of bids, the contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time the contractor submitted its bid, said bid contained the non-collusive bidding certification required by Section 103-d of the General Municipal Law.

PARAGRAPH 7. SET-OFF RIGHTS: The County shall have all of its common law and statutory rights of set-off. The rights shall include, but not be limited to, the County’s option to withhold for the purposes of set-off, any monies due to the contractor under this contract up to any amounts due and owing to the County with regard to this contract, and any other contract with the County, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the County for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto.

PARAGRAPH 8. RECORD KEEPING REQUIREMENTS: The contractor shall establish and maintain complete and accurate books, records, documents, accounts, and other evidence directly pertinent to performance under this contract for period of six years following final payment or the termination of this contract, whichever is later, and any extensions thereto. The State Comptroller and Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such books, records, documents, accounts, and other evidential material during the contract term, extensions thereof and said six (6) year period thereafter for the purposes of inspection, auditing and copying. “Termination of this contract”, as used in this clause, shall mean the later of completion of the work of the contract or the end date of the terms stated in the contract.

PARAGRAPH 9. INSURANCE PROVISIONS – CANCELLATION: All insurance policies required herein shall be specifically endorsed to provide that, in the event of cancellation, non-renewal or material change on the part of the insurer, thirty (30) days written notice shall be provided to the County of Herkimer, Office of the County Attorney, 109 Mary Street, Suite 1320, Herkimer, New York 13350, and the inclusion of such an endorsement shall be confirmed on the certificate of insurance required herein.
PARAGRAPH 10. **INSURANCE PROVISIONS – POLICIES:** Upon request by the County of Herkimer, at any time, the contractor agrees to obtain for the County a certified copy of any insurance policy required herein or any specific endorsement thereto.

PARAGRAPH 11. **CONTRACT DISPUTES:** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized and except when consented to by the County) but must, instead, be heard in a court of competent jurisdiction of the State of New York. Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested.

PARAGRAPH 12. **INSTALLMENT CONTRACTS:** In the event that this contract is an installment contract to purchase equipment, machinery or apparatus, the following statement, pursuant to General Municipal Law Section 109-b, shall be included as a term of this contract: This contract shall be deemed executory only to the extent of monies appropriated and available for purpose of the contract, and no liability on account thereof shall be incurred by the purchaser beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this contract.

PARAGRAPH 13. **DISPOSAL OF WASTE AND RECYCLABLES:** All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Management Authority.

PARAGRAPH 14. **GOVERNING LAW:** This contract shall be governed by the Laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

PARAGRAPH 15. **CONFLICT OF TERMS:** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of these Standard Clauses, the terms of these Standard Clauses shall control.

(Revised 12/2014)
This section of Bid Packet has three (3) parts, nine (9) pages total

1.1 SECTION INCLUDES

A.) Design and fabrication of one (1) pre-fabricated concrete equipment shelter in accordance with the criteria specified herein and delivery to the Points of Destination indicated in the Contract Documents.

1.2 REFERENCES

A.) National Fire Protection Association Standards
B.) National Electric Code
C.) International Building Code
D.) New York State Building Code
E.) Motorola - Standards and Guidelines for Communications Sites (R56, 2017)
F.) American Concrete Institute (ACI)

1.3 WORK NOT INCLUDED

A.) Installation of shelter on concrete foundation will be performed by others.
B.) Unloading of shelter at the project site will be performed by others.
C.) Foundation installation will be performed by others.

1.4 SUBMITTALS

A.) Submittals Package: Submit product data and details, to be approved by owner prior to shelter fabrication.
B.) Product Data: Shelter fabrication design calculations and design drawings; catalog sheets, a sample of the proposed shelter exterior finish, performance charts, wiring diagrams, specifications, and installation instructions for each of the components and accessories specified in Part 2 of this specification.
C.) Schedule: Provide shelter shipment and delivery schedule.
D.) Contract Closeout Submittals:
1.) Operation and Maintenance Data: Deliver 5 copies, covering the installed products, to Herkimer County or designated representative.

2.) Warranty: Minimum of 20 year warranty for building structure. One (1) year warranty on all other mechanical and electrical components.

E.) The entire submittal shall be stamped by a professional engineer licensed in the State of New York.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

A.) Product Transport: Each shelter shall be fully assembled at the manufacturer's facility, and transported intact over public highways.

B.) Product Delivery: All items to be firmly supported during transit, loading and unloading; no dumping from trucks permitted.

C.) Storage: Building and accessories to be stored on platforms, skids, or other supports resting on drained ground in a manner required to avoid damage. Protect all materials from dirt and rust.

D.) Handling: Done in a manner to prevent abrasion of finish coat, and damage to building components and accessories.

PART 2 PRODUCTS

2.1 MATERIALS

The communications shelter being specified shall be of concrete construction with the features specified below. All building components shall utilize fire resistant, non-combustible materials.

- Approx. Maximum shelter outside size: 12.0' Wide by 16.0' Long by 9'-10" High
- Minimum shelter inside size: 11'-2" Wide by 15'.2" Long by 9.0' High
- Minimum roof, wall and floor thickness: Roof 3.5", Wall 3" and Floor 5"
- R-14 minimum rating on walls and R-19 minimum ceiling.

Minimum design loading:

1. Roof live load of 65-PSF
• Roof shall also be able to sustain a single piece of falling ice weighing fifty (50) pounds from a height of 250-ft.

2. Floor load:
   • Floor Live Load: 100 PSF
   • Floor Dead Load: 75 PSF

3. Wall wind load of 140-MPH

   • The shelter walls shall be designed for vandal and bullet resistant conditions. Bullet resistant specifications shall be ANSI/UL threat levels 1 through 4. Bullet resistance shall be considered as 308 rifle and steel bullet fired from a distance of fifty (50) feet.
   • Vandal resistant attack time shall be not less than two (2) minutes DODAA.
   • 18 gauge insulated steel door and 14 gauge frame: 3'0" by 70".
   • Door shall be fitted with three 4.5" stainless steel hinges using non removable pins.
   • Aluminum threshold shall be fitted to prevent water from entering the shelter.
   • There shall be a 2" (minimum) drip cap mounted over door.
   • Door shall be fitted with a mortise lockset with deadbolt.
   • Lock core shall be Best, or equal. Lock-set cores shall be keyed alike and the key number noted permitting like keying to additional shelters. A stainless steel lock guard shall be provided.
   • Weather-stripping shall be fitted to prevent wind and water to enter into the shelter.
   • A suitable door closer and holder shall be provided.
   • Door shall be painted to match shelter color.

• Water migration
  • The building shall be sealed for water migration, sealed and tested, this shall include: the door entry, waveguide entry, HVAC entry and all utility entry’s.

• Shelter Exterior
  • The shelter exterior may be either painted concrete or aggregate. If painted, the colors will be manufacturer’s standard and selected at time of order.
• **Shelter Interior**
  o The shelters interior finish shall be industry standard and as a minimum provisioned with white vinyl colored floor tile 12" by 12" and with a thickness of not less than one-eighth (1/8) inch with rubber base molding. The shelter's walls, shall have a 1/8 inch thick fiberglass reinforced plastic surface mounted to ½" thick plywood.

• **Shelter HVAC**
  o The shelter shall have installed dual three (3) ton (minimum) single phase, wall mounted, air-conditioner systems with 5-kW heater, wall mounted with all necessary grills, and accessory's. The HVAC system shall be controlled using a controller (Commsat-3, Bard “lead lag controller, or equal) or “exerciser” as commonly referred to. The controller shall also be capable of auto shut-down during a fire / smoke emergency. The controller or other provided contacts shall be capable of providing remotely monitored status alarms. The site HVAC system shall be capable of maintaining interior conditions of 64° to 75° F. A dual thermostat that automatically selects heating or cooling as required shall be provided.

• **Environmental monitoring:** Adjustable sensors to monitor shelter interior temperature capable of sending alarm signals to a remote receiving unit. Shelter interior temperature shall be maintained at 74 0F, ± 40F.

• **Waveguide Ports**
  o The shelter shall be fitted during its construction with two twelve (12) port, five (5) inch diameter, waveguide entry ports (one on building exterior and interior), and the port holes shall be capped on both sides using the manufacturer’s caps. Microselect, EMI, or equal shall be provided. Rigid foam insulation shall be installed in the void space between plates. Prior to final orders being placed for each shelter, the waveguide port location on the shelter will be provided. Waveguide “transmission line cushions” will also be specified at that time.

• **Provide one first aid safety kit** meeting the following requirements:
  o All first aid kits, case, and contents shall meet or exceed the specifications of ANSI Standard Z308.1.
  o All first aid kits shall be mounted in a conspicuous, easily-accessible location.
  o The first aid kit case shall be durable, rustproof, and allow for wall mounting.
- Fire extinguishers (2)
  - 9 kg (20 lb.), Class ABC, dry chemical extinguisher (for general firefighting)
  - 3.2 - 4.5 kg (7 - 10 lb.), Class BC, Carbon Dioxide (CO2) extinguisher (for equipment fire-fighting) or FE-36™ 4.54 kg (10 lb).
- Smoke/Heat Detectors (2) Fire detection system shall consist of a combination ionization smoke detector and a rate compensated fixed temperature thermal detector. The detector units shall conform to UL 268 standards.

**Electrical System**

The shelters shall be provided with the following electrical circuits and appliances:

1.) Integrated Power Protection Cabinet (surge-protection) as manufactured by Transectors Systems, Inc., Raycap, Inc. or Approved Equal, including the following components:

- 200 amp, 240/120 VAC, single phase, minimum of forty (40) circuit, NEMA 1 load center with main breaker and all required circuit breakers.
- 200 amp automatic transfer switch.
- The panel shall be provided with a primary SASD surge suppressor and secondary MOV surge suppressor meeting Motorola (Rev. 9/05), R-56 standards.

2.) Building must meet Motorola (Rev. 9/05) R-56 grounding requirements. Interior halo shall be single point halo ground using #2 bare stranded copper conductor.

Provide ¼ inch x 4 inch x 2 feet long (minimum length) copper ground bus bars both inside and outside the shelter directly below the waveguide entry port. The interior and exterior bus bars shall be of the “integrated design” (i.e., connected) per Motorola R56, Chapter 4. All metallic items in shelter shall be grounded.

Note; at mid-point of the halo ground ring (~50%) the distance from each end of the inside halo buss bar connection, the halo is to be opened by removing the #2 green-clad copper ground wire a distance of ~5-inches. All grounds bussed from all metallic items including but not limited to; conduit, electrical panels, control boxes, doors, frames and the like, shall be when attached to the “open hallo”, swapped or fitted in the direction of the nearest end of the inside bus bar.

3.) The shelter shall be equipped with a minimum of eight (8), two (2) bulb, LED wrap lights with safety lens, and switch(s). Interior lighting shall produce a
minimum of 50 foot-candles measured three feet above the finished floor in the middle of all aisles between cabinets or racks.

4.) Exterior lighting shall consist of two, 150W (equivalent sodium), NEMA 3, LED lighting, controlled by a commercial photocell and motion detector. Provide automatic photo-control switch, with a manual override. Locate light over door to shelter.

5.) Emergency Lighting: Emergency lighting system shall consist of an LED exit sign with integral battery operated emergency power supply, including power failure relay, test switch, ON pilot light, battery, and fully automatic two-rate charger. Battery shall be a sealed nickel-cadmium battery, requiring no maintenance or replacement for 7 years under normal conditions. Unit housing shall be aluminum construction with a satin, scratch resistant, anodized architectural grade finish. Red letters in aluminum stencil face.

6.) The shelter shall be equipped with a minimum of six (6) wall mounted 20A duplex outlets and sixteen (16) 120 Volt, 20 Amp individually circuited (mounted on cable ladders) double-duplex receptacles for plug-in equipment. Basically, one 4x4 double duplex box fed by 20 amp circuit above each potential equipment rack. Additionally, one GFI type duplex receptacle with weatherproof cover shall be installed on the outside of the building via a separate breaker.

7.) In addition to any circuit breakers required to power equipment shelter components (HVAC, lights, receptacles etc.), the shelter shall be provided with three (3), 2 pole - 30A circuit breakers and eight (8), 1 pole 20A circuit breakers.

8.) The shelter shall be fitted conduit, wire, junction boxes and sealite as required for the connection via overhead routing for various communications equipment racks and battery rectifier. Provide all wiring, conduit and junction boxes required for all shelter equipment specified herein.

9.) The shelter will be provided with approximately thirty-two (32) feet of twenty-four (24) inch wide cable ladder, and twelve (12) feet of twenty-four (24) inch wide waveguide ladder. One (1) twenty-four (24) inch wide ladder tray shall be affixed to a point flush with the top of the waveguide port, transitioning to both shelter length runs of twenty-four (24) inch ladder tray. In addition, two (2), three foot lengths of loose twelve (12) inch wide tray shall be provided for use in securing cables to the wall. Cable ladder shall be steel, ladder type with zinc dichromate finish. Rungs should be spaced at least 9 inches apart. A minimum of 12 inches above the top of the cable tray and the ceiling shall be maintained. All cable tray sections shall be electrically bonded together by an approved method and connected to the shelter ground system. The cable tray system shall be grounded to the room single point ground position (MGB) only. All grounding
shall be performed in strict conformance with the most recent version of Motorola R56 standards.

10.) The shelter shall be provided with a demark board using one (1) three-quarter (3/4) inch four (4) foot by eight (8) foot fire resistant plywood sheet. The board shall be painted white.

11.) The shelter will be provided with appropriately sized electrical and communications entry ports. These shall include a minimum of a 3 inch main electrical service conduit, 3 inch generator power, 1 inch generator signal, 1 inch generator heater, and 1 inch communications (telephone) conduit. Electrical entry shall be adjacent to main power panel and consist of an 8x8x24 inch, NEMA 3R junction box (Hoffman or approved equal). Communications conduit shall enter shelter at demark board (see item #12) and be capped for future use.

12.) The shelter shall be supplied and have installed the following sensors capable of and designed to respond with an alarm remote terminal unit (RTU), reporting to a remote site.

   a. Intrusion detection for the door
   b. Smoke/heat detector
   c. Detector for high and low temperature
   d. HVAC unit failure (2)
   e. Rectifier alarm
   f. ATS-emergency power

A standard 66 slot punch down block shall be mounted to the shelter communication demark board and all alarm signals shall be pre-wired to the punch down block (all alarms shall be normally closed).

Provide lift eyes capable of supporting the fully assembled shelter. A minimum of one lift eye at each corner of the shelter shall be provided to evenly distribute the weight of the shelter during installation.
3.1 EXAMINATION AND PREPARATION

A.) Equipment shelter product data and drawings to be submitted to owner’s representative for review and approval prior to fabrication in accordance with Section 1.4 of this specification. In addition, owner’s representative shall be granted a factory acceptance inspection and testing of electrical and mechanical systems prior to shipment of shelter.

3.2 INSTALLATION

A.) Installation of Communications Shelter will be under separate sealed bid. Vendor will provide the owner (Herkimer County) printed installation instructions and approved, stamped shop drawings, unless otherwise shown or specified.

B.) Herkimer County representative will meet the Vendor’s transporter at a predesignated location for escort to each site. The Vendor will oversee and assist Herkimer County or other contractors with the off load and placement of each shelter. Crane service will be provided by the Herkimer County or other contractors or the vendor who will be installing the communications shelter (separate sealed-bid).

C.) The Vendor will ensure prior to shipment that all electrical lights, outlets, HVAC, ATS and main breaker and circuit breakers are in proper operating condition. The Vendor will ensure that all field setup work is completed on the day of delivery. Note: Utility power may not be available at the time of delivery. Field setup shall include but not be limited to: removal of lifting lugs if any, inspect interior for any damage and repair as required, inspect roof as required, check door closure and seals, install exterior lighting and light on-off sensor, and HVAC unit (if not already installed on shelter).

D.) Shelter Acceptance Testing: Shelter supplier shall conduct a separate on site start-up and facilities system check and testing for all electrical and mechanical systems after installation by the installing contractor and energizing of site power systems. Owner’s (Herkimer County) representative shall witness testing and final acceptance of shelter. Owner will coordinate with Vendor such that multiple shelter inspections can be performed for each trip to Herkimer County. Bidder shall assume that two (2) separate trips would be required to complete the acceptance review of installed shelters.
COMMUNICATIONS EQUIPMENT SHELTER
Spohn Hill 911 Communications Project
326 Spohn Road, Town of Columbia
Herkimer County, New York
SICG 2019 Project 19-5

PROPOSAL

TO: Herkimer County

The undersigned, hereby offers to furnish all labor, materials, supplies, equipment and other facilities and appurtenances necessary for or incidental to the construction and successful delivery of a new 12’ x 16’ x 9’10” communications equipment shelter described in above bid packet including provide stamped engineered drawings by a New York State Licensed Engineer and instructions for foundation design and installation. There will be a separate sealed bid for installation of the equipment shelter.

THIS IS A PREVAILING WAGE PROJECT

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<th>Base Bid:</th>
<th>Description</th>
<th>Lump Sum Price Dollars/Cents</th>
<th>Lump Sum Price Written in Words</th>
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<td>12.0’ Wide by 16.0’ Long by 9’-10” High Communications Equipment Shelter Delivered to Herkimer County NY</td>
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| COMPANY NAME: |                              |
| ADDRESS:      |                              |
| TELEPHONE:    |                              |

| BY: | Signature of Representative |
| Print Name |

DATED:                              |

TITLE:                              |
NON COLLABORATIVE BIDDING CERTIFICATION

SECTION 103-D

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 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 process which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

DATED: ____________________________

Name of Corporation

BY: ______________________________

______________________________