

State of New York  
Department of Agriculture and Markets  
10B Airline Drive  
Albany, NY 12235

**INVITATION FOR BIDS**

**Transfer of Volumetric Proving System**

***IMPORTANT: SEE "BID SUBMISSION REQUIREMENTS" HEREIN.***

**BID OPENING:**

**DATE: June 17, 2005**

**TIME: 4:30 p.m. EST**

**ADDRESS INQUIRIES TO:**

Ross Andersen, Director  
Division of Weights and Measures  
Telephone No. (518) 457-3146  
Email: [ross.andersen@agmkt.state.ny.us](mailto:ross.andersen@agmkt.state.ny.us)

**BIDDER'S CERTIFICATION**

By signing you certify your express authority to sign on behalf of yourself, your company or other entity and full knowledge and acceptance of this INVITATION FOR BIDS and Appendix A (Standard Clauses for New York State Contracts) and that all information provided is complete, true and accurate.

Name of Company Bidding:	Bidder's Federal Tax Identification No.:
Street	City
	State
	Zip
<b>NOTE: Cash Discounts will not be considered in determining low bid, but cash discounts of any size may be considered in awarding tie bids.</b>	
_____ % Cash Discount for payment within 15 days of delivery and/or receipt of voucher	
_____ % Cash Discount for payment within 30 days of delivery and/or receipt of voucher	

If you are not bidding, place an "x" in the box and return this page only.

WE ARE UNABLE TO BID AT THIS TIME BECAUSE \_\_\_\_\_

Bidder's Signature:	Printed or Typed Name:
Title:	Date:
Phone:	
Fax:	
E-mail Address:	

## **BID SUBMISSION REQUIREMENTS**

Each bidder must submit a bid package consisting of one original and three (3) copies of the proposal. (See Attachment 8 for a Bid Package Checklist) To ensure that each bid is handled correctly upon receipt and remains unopened until the bid opening date, the bid package shall be submitted in an envelope that is clearly marked as follows: **“Volumetric Proving System IFB”**. Bids **MUST BE RECEIVED** in the Department's Albany Office not later than 4:30 P.M. EST on June 17, 2005. Bids received after the scheduled date and time will not be accepted. Bid packages shipped or mailed shall be addressed to:

Volumetric Proving System IFB  
Lucy Roberson, Director  
Division of Fiscal Management  
NYS Department of Agriculture and Markets  
10B Airline Drive  
Albany, New York 12235

Packages may be hand delivered to the receptionist in the Department's Offices at 10B Airline Drive, Albany, NY. Proposals will NOT be accepted via FAX or e-mail.

## **QUESTIONS CONCERNING THE IFB**

Prospective bidders with questions concerning this IFB should present those questions in writing to:

Ross Andersen, Director  
Division of Weights and Measures  
NYS Department of Agriculture and Markets  
10B Airline Drive  
Albany, New York 12235  
FAX: (518) 457-5693  
Email: ross.andersen@agmkt.state.ny.us

All questions must be submitted in writing (facsimile or e-mail will be accepted) to Mr. Andersen by Thursday, June 2, 2005. Bidders should note that all clarifications are to be resolved prior to the submission of a proposal. A list of significant questions about the IFB, and answers to those questions, as well as any addenda to the IFB, will be posted in the "Funding Opportunities" section of the Department's website, [www.agmkt.state.ny.us](http://www.agmkt.state.ny.us), along with the electronic version of this IFB. It is anticipated that questions and responses will be posted on the website by Tuesday, June 7, 2005. If you are unable to access the website, please contact Mr. Andersen to arrange for alternate delivery. All questions and answers shall be incorporated into this IFB as a formal addendum. **NOTE: Bidders are required to submit a signed copy of any addendums with the bid package.**

## **BACKGROUND AND PURPOSE**

The Department owns a volumetric proving system consisting of a 1,600 gallon and an 800 gallon prover presently mounted on a 1984 GMC 7000 chassis. The Department has purchased a new International 4400 chassis and the proving system needs to be transferred from the older vehicle to the new one.

The Department is soliciting bids from qualified contractors with the resources and experience to disassemble and transfer two (2) volumetric provers (800 and 1,600 gallon) from the chassis of a 1984 GMC 7000 to a 2003 International 4400. The contractor shall then reassemble all piping, electrical, miscellaneous hardware to make the proving system operational.

## **MANDATORY INSPECTION**

The Department will make the vehicles available for inspection at the 10B Airline Drive address on Thursday, May 26, 2005 and Wednesday, June 1, 2005. Prospective bidders must make arrangements to inspect the vehicles on one of these dates by calling or emailing Ross Andersen to make an appointment at least three (3) business days in advance. A staff member will be available to answer questions during the inspections. All substantive questions and answers will be posted in the "Funding Opportunities" section of the Department's website, [www.agmkt.state.ny.us](http://www.agmkt.state.ny.us).

## **BIDDER QUALIFICATIONS**

The Department is seeking proposals from companies with experience manufacturing and/or repairing either commercial tankers used for the transportation of petroleum products, or manufacturing and/or repairing volumetric proving systems. Prospective bidders must have experience installing or repairing overfill protection systems compatible with those now in use at commercial petroleum terminals. The Department will only accept proposals from companies with this experience.

## **SPECIFICATIONS FOR TRANSFER OF PROVING SYSTEM**

The Contractor shall complete the transfer of the Volumetric Proving System according to the following specifications:

- Disassemble, as necessary, and remove the 800 and 1,600 gallon prover system from the GMC 7000 chassis and mount it on the International 4400 chassis. The Contractor shall be responsible for the fabrication and installation of any mounting brackets and/or any other hardware necessary for proper mounting. The equipment must be mounted in approximately the same general configuration as is presently on the GMC 7000 with the 800 gallon prover being in the rear and the 1,600 gallon prover being directly behind the cab. The two prover units and piping are presently affixed to a continuous rail that rides on the truck chassis. The specs on the International chassis indicate identical chassis spacing. The bidder may wish to separate the two provers onto separate rails for the remount on the new chassis.
- Reassemble the piping for both provers following the current configuration (*see* pictures and accompanying schematic in Attachment 2). The inlets, gravity drain, pump outlet and vapor systems shall operate as much as possible as they did on the old chassis. The Contractor shall add flange connections in the sections of piping that wind underneath the chassis in order to allow for easier disassembly or repair. All flanges must be of suitable strength and gaskets and/or seals must be of a material suitable for use with ethanol products (*e.g.* Viton). The revised piping arrangement must include clear-vision segments in the inlets between the dry-break couplers and the inlet valves for each prover. The lower piping arrangement must provide for complete draining of the entire piping system from the 4-inch gravity drain outlet or have a manual bleeder valve installed at the lowest point in the piping. *NOTE: The Contractor shall attempt to limit*

*changes to piping that impact the calibrated volume of the two provers. The Department shall be responsible for re-calibration of the provers after completion of the work.*

- Add bleeder valves to the top of each of the dry-break couplers to facilitate removing air to safely charge the system with product.
- Add a pneumatic blowout system (or equivalent system) to empty the discharge line from the pump to the end of a 10 ft discharge hose. The system must include valves, piping and a source of compressed air of sufficient pressure and volume to overcome up to 20 PSI back pressure from the receiving piping.
- Add PTO output to the International truck transmission and reinstall the pump, making any piping changes necessary to the pump-off system required due to pump location.
- Transfer and test the overfill protection systems, including each of the electrical systems and the pneumatic system. Electric power to the electrical overfill protection systems must be equipped with a cab-mounted switch to cut DC power to these systems.
- Add an exterior control panel behind the passenger side of the cab near the pump-off valve permitting the operator to start/stop the engine and engage/disengage the PTO from outside the vehicle.
- Ensure that the towing bar adaptor at the rear of the present system remains accessible to tow a vehicle under 3,000 lbs. The Department shall supply the tongue and ball. The Contractor shall provide running light, turn signal and brake light connections (standard 4 wire flat connector) near the towing bar adaptor.
- Remove the existing top deck and replace with a removable aluminum deck with similar honeycomb design and a non-painted anti-slip top surface (similar to stair treads). (*see Attachment 2, page 5*)
- Replace the fixed ladder on the passenger side of the 1,600 gallon prover with a fold up ladder (*see Attachment 2, page 14*).
- Ensure that required vehicle lighting (running, signal and brake lights) is reinstalled to both vehicles (International 4400 and GMC 7000) to meet Motor Vehicle standards for highway use.
- Clean, prime and repaint any areas on the provers, piping or support structure that are reworked or otherwise in need of paint touch up. (Removable aluminum top deck is not to be painted.)

Pictures provided for reference (*see Attachment 2*)

NOTE: This document is available for viewing on the Department's website at <http://www.agmkt.state.ny.us/RFPS.html>. If you are unable to access this document on the website, please contact Mr. Andersen at (518) 457-3146 to arrange for alternate delivery.

Side View Truck (page 1)

Rear Truck (page 2)

Scully System (page 3)

1,600 gallon prover w/ladder (page 4)

Sight Tube 1,600 gallon w/Top Deck (page 5)

Prover Outlet (page 6)

Top Fill 1,600 gallon (page 7)

Close up of Sight Tube (page 8)

Bottom Fill + Outlet (page 9)

Bottom Piping 1,600 gallon prover (page 10)

Bottom Piping (page 11)

Wiring (page 12)

Close up of 1,600 gallon prover (page 13)

Type of ladder requested (page 14)

**WARRANTY**

The successful Bidder hereby warrants and represents:

All components of the piping and pneumatic blowout systems installed by the successful Bidder shall be unconditionally guaranteed against faulty material and workmanship for a period of one (1) year from and after the date the Department takes delivery of the vehicle. All components of the electrical system installed by the successful Bidder shall be unconditionally guaranteed against faulty material and workmanship for a period of ninety (90) days from and after the date the Department takes delivery of the vehicle.

The successful Bidder agrees to extend the above-referenced warranty periods by the cumulative periods of time, after notification, during which the vehicle requires servicing (down time) or is in the possession of the successful Bidder, its agents, officers or employees. If during the regular or extended warranty period faults develop, the successful Bidder shall promptly repair or, upon demand, replace the defective part(s) affected. All costs for labor and material and transportation incurred to repair or replace defective parts during the warranty period shall be borne solely by the Contractor, and the Department shall in no event be liable or responsible therefore.

**DELIVERY OF VEHICLES**

The Department will transport the units to and from a site identified by the successful Bidder anywhere within New York State. Out-of-state bidders must identify the closest, convenient state border location and include the cost, if any, of transporting the two vehicles to and from the specified site as part of the bid.

Work must be completed within thirty (30) days after taking delivery of the vehicles, and guaranteed delivery may be considered in making an award. Any exceptions to this requirement must be completely detailed on a separate sheet and included with the Bid.

**KEY EVENTS/DATES**

IFB Issued	May 16, 2005
Dates Vehicles will be Available for Mandatory Inspection	May 26, 2005 June 1, 2005
Deadline for Questions	June 2, 2005
Posting of Final Responses to Questions	June 7, 2005
Submission Deadline	June 17, 2005

**CONTRACT TERMS**

**APPENDIX A (STANDARD CLAUSES FOR ALL STATE CONTRACTS)**

Appendix A (9/04 version), attached hereto (*see* Attachment 1), is hereby expressly made a part of this IFB as fully as if set forth at length herein. The Contractor will be responsible for complying with the terms and conditions contained therein.

**CANCELLATION/DISCHARGE OF CONTRACTOR**

The Department reserves the right to cancel the services under this contract at any time upon determination by the Department that the Contractor is unable or incapable of performing the service to the satisfaction of the Department, and in the event of such stoppage the Department shall have the right to arrange for completion of the service in such manner as it may deem advisable. If the costs of such completion exceed the amount of the contract, the Contractor shall be liable to the Department for all excess costs.

#### *CERTIFICATION PURSUANT TO NEW YORK STATE TAX LAW SECTION 5-A*

Pursuant to Tax law Section 5-a, contractors with New York State are required to certify whether or not the contractor, its affiliates, its subcontractors and affiliates of its subcontractors are required to register to collect state sales and compensating use tax. The successful contractor will be required to complete and sign, under penalty of perjury, the Contractor Certification Form ST-220. (*See* Attachment 7.) Contractors must also submit a copy of the Certificate of Authority, if available for itself, any affiliates, any subcontractors and any affiliates of the subcontractors required to register to collect state sales and compensating use tax. If Certificates of Authority are unavailable, the contractor, affiliate, subcontractor or affiliate of subcontractor must represent that it is registered and that it has confirmed such status with the Department of Taxation and Finance

The Contractor Certification Forms must be completed and returned within three (3) business days of request (if the forms are not completed and returned with bid submission). Failure to respond timely may render a bidder non-responsive and nonresponsible. Bidders shall take the necessary steps to provide properly certified forms, within a timely manner to ensure compliance with the law. Vendors may call the Tax Department at 1-800-698-2931 for any and all questions relating to Tax Law § 5-a and relating to a company's registration status with the Tax Department. For additional information and frequently asked questions, please refer to the Department of Tax and Finance web site: [http://www.nystax.gov/sbc/nys\\_contractors.htm](http://www.nystax.gov/sbc/nys_contractors.htm) .

The Department reserves the right to terminate this contract in the event it is found that the certification filed by the Contractor in accordance with § 5-a of the Tax Law is not timely filed during the term of the contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, the Department may exercise its termination right by providing ten (10) days written notification to the Contractor.

#### *CONTRACT CREATION/EXECUTION*

Upon receipt of all required approvals a contract shall be deemed executed and created with the successful Bidder upon the Department's mailing of a purchase order to the address on the bid.

#### *CONTRACT LIAISONS*

The Contractor will designate an employee to act as the primary contact person in all matters regarding this contract. Upon notification of award, contractor must provide the name, title, telephone and fax numbers of their contact person to the Department.

The Department's contact for questions regarding the specifications and requirements of the contract is Ross Andersen, Director, Division of Weights and Measures, 10B Airline Drive, Albany, NY 12235, Telephone: (518) 457-3146, FAX (518) 457-5693, Email: [Ross.Andersen@agmkt.state.ny.us](mailto:Ross.Andersen@agmkt.state.ny.us). All inquiries or correspondence regarding this contract must be through the appropriate contact person or their designees.

#### *DRAWINGS*

Prior to commencing work on the vehicle the Contractor shall deliver to the Department drawings of the work to be performed at no additional charge. All drawings shall be neat and professional in manner and shall be clearly labeled as to the location of each of the components of the completed system. Drawings are to be in compliance with accepted drafting standards. Acceptance or approval of such plans

by the Department shall not relieve the Contractor from responsibility for design or other errors of any sort in the drawings or plans, or from its responsibility for performing the services specified in this IFB.

#### *LICENSING REQUIREMENTS*

If the Contractor's employees will be driving either of the Department's vehicles on the public highways such employees must have a valid New York State Class B drivers license or equivalent out of state license for trucks rated at 35,000 lbs. Maximum Gross Vehicle Weight. The Contractor will be required to provide copies of the licenses for employees that will be driving the Department's vehicles. Copies of such licenses must be provided to the Department prior to taking delivery of the vehicles.

The Department shall not be liable for any expense incurred by the Contractor as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.

#### *DAMAGE TO VEHICLES*

In the event of physical damage to the Department's vehicles and equipment while in the Contractor's possession, necessary repair/replacement costs will be borne by the Contractor.

#### *INSURANCE REQUIREMENTS*

Prior to the commencement of the work to be performed by the Contractor, the Contractor shall file with the Department Certificates of Insurance evidencing compliance with all requirements contained in this Contract. Such Certificates shall be of form and substance acceptable to the Department.

Acceptance and/or approval by the Department do not and shall not be construed to relieve the Contractor of any obligations, responsibilities or liabilities under the contract.

All insurance required by this contract shall be obtained at the sole cost and expense of the Contractor; shall be primary and non-contributing to any insurance or self-insurance maintained by the Department; shall be endorsed to provide written notice be given to the Department at least ten (10) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail, shall be sent to the Department of Agriculture and Markets, Division of Fiscal Management, 10B Airline Drive, Albany, NY 12235; and shall name the State of New York and the Department, its officers, agents, and employees as additional insureds thereunder.

The Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions provided herein.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Department and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

The Contractor shall obtain and keep in force during the term of this Agreement insurance policies, with limits not less than those described below (limits may be provided thorough a combination of primary and umbrella/excess policies):

- A) Commercial General Liability Insurance with a limit of not less than \$1,000,000 each occurrence. Such insurance must ensure that the Department will not be held responsible for damages, injuries, vandalism and/or thefts incurred while the Department's vehicles/equipment are in the Contractor's possession.
- B) Comprehensive Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.

#### *INVOICING AND PAYMENTS*

The Department shall provide payment in full within 30 days of satisfactory completion of the work and return of the two truck chassis to State personnel. Contractor shall be provided with appropriate vouchers which shall be accompanied by invoices documenting the work completed pursuant to the contract.

## **PROPOSAL FORMAT**

**The bidder is solely responsible for the content and completeness of the proposal. The Department may request clarification from the bidder regarding items in the proposal. However, the Department is under no obligation to solicit information missing from the proposal.**

All proposals must be organized in the following format:

### **SECTION 1: TECHNICAL PROPOSAL**

1.1 Experience/Performance History: Provide a description of your company's experience in performing the type of work required by this IFB. Include company names and contacts for at least two clients for whom you have completed work that was similar in scope and complexity to that required by this IFB. The Department reserves the right to contact any or all of the clients listed to verify information provided.

1.2 Provide a detailed description of the work to be performed and the materials used including details of the changes to the lower piping system and inlet pipes.

1.3 Subcontracting: If the bidder intends to subcontract any of the work to an outside source this shall be clearly noted in the proposal, subject to approval by the Department. To qualify a subcontractor the bidder shall supply information required in section 1.1 applicable to the work to be assigned to the subcontractor.

### **SECTION 2: FINANCIAL PROPOSAL**

Using the Request for Bid Form (*see* Attachment 3) the bidder shall set forth the cost to disassemble and transfer the complete proving system according to the specifications in this IFB.

### **OTHER REQUIRED DOCUMENTS (*Provide originals only*)**

- a signed and notarized non-collusive bid certification form, as required by Section 139-d of the State Finance Law (Attachment 4);
- a completed Contractor Responsibility Questionnaire (Attachment 5);
- MacBride Stipulation (Attachment 6) – The bidder shall certify that it either has no business operations in Northern Ireland, or if it does have such business operations, it shall take lawful steps in good faith to conduct such operations in accordance with the MacBride Fair Employment Principles.
- A signed copy of any addendums to the IFB that have been posted on the Department's website.

## **METHOD OF AWARD**

Award shall be made by Grand Total Bid to the lowest responsive and responsible bidder. Guaranteed delivery may be taken into consideration when making an award.

*Note:* The Department reserves the right to reject all proposals and to seek new proposals, if it is determined that it is in the best interest of the Department and the State.

## **FREEDOM OF INFORMATION**

All proposals submitted and all related contracts and reports may be subject to disclosure under the Freedom of Information Law.



## **MINORITY AND WOMEN BUSINESS ENTERPRISES**

The Department of Agriculture and Markets recognizes the need to take affirmative action to insure that Minority and Women business enterprises and minority and women employees are given the opportunity to participate in providing goods and services sought by the Department. This opportunity for full participation in our free enterprise system by traditionally, socially and economically disadvantaged persons is essential to obtain social and economic equality and improve the functioning of the State economy. Accordingly, it is the policy of the Department to foster and promote the full participation of such individuals and business firms in the Department's contracting program.

The bidder, by bidding on this contract, acknowledges his or her understanding and support for the social policy herein stated and pledges to fully cooperate with the State of New York in the implementation of this policy, and further to exert a good faith effort to solicit and obtain the participation of such individuals and firms as subcontractors, suppliers and employees on this contract.

For this contract the Department has established the following goals:

Minority business enterprises	1%
Women owned business enterprises	1%

## **NYS STANDARD VENDOR RESPONSIBILITY QUESTIONNAIRE**

Bidder agrees to fully and accurately complete the Contractor Responsibility Questionnaire, which is attached as Attachment 5 (hereinafter the "Questionnaire"). The Bidder acknowledges that the Department's execution of the Contract will be contingent upon the Department's determination that the Bidder is responsible, and that the Department will be relying upon the Bidder's responses to the Questionnaire in making that determination. The Bidder agrees that if it is found by the Department that the Bidder's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Department may terminate the Contract by providing ten (10) days written notification to the Contractor. In no case shall such termination of the Contract by the Department be deemed a breach thereof, nor shall the Department be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.