

# CITY OF POUGHKEEPSIE POUGHKEEPSIE, NEW YORK



## **RFB-COP-11-16-01**

### **ELEVATOR MAINTENANCE AND SERVICE**

---

Hon. Robert G. Rolison, Mayor

Ronald J. Knapp, Acting City Administrator

#### Council Members

Christopher Petsas  
Mike Young  
Lorraine F. Johnson  
Lee David Klein

Ann Perry  
Natasha Cherry  
Randall A. Johnson III  
Matthew McNamara

Prepared By:

City of Poughkeepsie  
62 Civic Center Plaza  
Poughkeepsie, New York 12601

# CITY OF POUGHKEEPSIE POUGHKEEPSIE, NEW YORK



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**THIS BID IS DUE ON December 7, 2016 @ 2:30 P.M.**

**PLEASE PLACE ALL PROPOSALS IN A SEALED ENVELOPE MARKED WITH THE  
NAME OF THE BID AND THE NUMBER**

Return all bids to the: City of Poughkeepsie  
Purchasing Department  
62 Civic Center Plaza  
Poughkeepsie, NY 12601

**CITY OF POUGHKEEPSIE, NEW YORK**  
**ADVERTISEMENT AND NOTICE TO VENDORS**

Beginning immediately, sealed proposals are sought and invited by the City of Poughkeepsie for **Elevator Maintenance Service**, as set forth in the specifications prepared by the City of Poughkeepsie Purchasing Department.

Sealed proposals for **Elevator Maintenance Service** will be received by the Board of Contract and Supply, in the Office of the Purchasing Agent, **until 2:30 p.m. on December 7, 2016**, after which time they will be publicly opened and read aloud in the third floor Common Council Chambers, with the contract being awarded as soon as practicable thereafter.

This contract consists of Elevator Maintenance Service at various locations owned by the City of Poughkeepsie. All Questions must be submitted in writing to the Purchasing Agent via fax at (845) 451-4028 or email [sdavison@cityofpoughkeepsie.com](mailto:sdavison@cityofpoughkeepsie.com) . Prevailing wage applies to this contract.

**A Tour will begin at the City Hall Municipal Building, 62 Civic Center Plaza (starting inside the main lobby entrance) Poughkeepsie, NY 12601 on Friday, November 18, 2016 at 10:00 AM.**  
Contact person is George McGann, Municipal Safety Coordinator, 845-451-4123, or email [gmcgann@cityofpoughkeepsie.com](mailto:gmcgann@cityofpoughkeepsie.com)

Specifications and Contract are subject to provisions of Chapter 605, Laws of the State of New York of 1959, Section 103-A of the General Municipal Law.

Specifications and bid forms are attached hereto. All mailed proposals will be sealed and **distinctly marked** "**Proposal for RFB-COP-11-16-01: "ELEVATOR MAINTENANCE SERVICE"**" The City of Poughkeepsie officially distributes bidding documents from the Purchasing Office , the City of Poughkeepsie website, [www.cityofpoughkeepsie.com](http://www.cityofpoughkeepsie.com) or through the Hudson Valley Municipal Purchasing Group's Regional Bid Notification System., [www.empirestatebidsystem.com](http://www.empirestatebidsystem.com). Copies of bidding documents obtained from any other source are not considered official copies. Only those vendors who obtain bidding documents from the Purchasing Office, the City of Poughkeepsie website, or the Regional Bid Notification System will be sent addendum information, if such information is issued.

If you have obtained this document from a source other than the City of Poughkeepsie Purchasing Office, or the HVMPG Regional Bid Notification System it is recommended that you obtain an official copy. You may obtain an official copy by registering on the HVMPG Regional Bid Notification System at [www.empirestatebidsystem.com](http://www.empirestatebidsystem.com) or by visiting [www.cityofpoughkeepsie.com](http://www.cityofpoughkeepsie.com)

**STATEMENT OF NON-COLLUSION:**

Bidders on the Contracts are required to execute a non-collusion bidding certificate pursuant to Section 103d of the General Municipal Law of the State of New York.

Attention of bidders is particularly called to the mandatory Compliance with the Davis-Bacon Act and other Federal Labor Standards Provisions: Title VI and other applicable provisions of the Civil Rights Act of 1964; Executive Order 11246; Section 3 of the Housing and Urban Development Act of 1968; Section 109 of the Housing and Community Development Act of 1974; and Executive Order 11625 (Utilization of Minority Business Enterprise). Bidders are also required to comply with the provision of Section 291-299 of the Executive Law of the State of New York.

The City of Poughkeepsie hereby notifies all Bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority and women business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, gender, color, or national origin in consideration for an award.

**OWNERS RIGHTS RESERVED:**

The City of Poughkeepsie expressly reserves the right to waive any irregularities in or to accept any bid or to reject any and all bids or to award on any or all items as the interest of the City of Poughkeepsie may appear to require.

**NEW YORK STATE OSHA 10-HOUR CONSTRUCTION SAFETY AND HEALTH COURSE S1537-A:**

This provision, effective July 18, 2008, is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least \$250,000.00 contain a provision of this requirement. Rules and regulations will be promulgated and posted on the NYSDOL website [www.labor.state.ny.us](http://www.labor.state.ny.us) when finalized.

DEPARTMENT OF FINANCE  
CITY OF POUGHKEEPSIE

Marc S. Nelson  
Commissioner of Finance  
Dated: November 12, 2016  
Poughkeepsie New York

## INSTRUCTIONS AND INFORMATION TO BIDDERS

*PAGE 1 OF 3*

- Read all documents contained in the Bid specifications.
- Bidders are responsible for submitting their bids to the appropriate location at or prior to the time indicated in the specifications. **No proposals will be accepted after the designated time or date indicated in the bid specifications.** It is suggested that registered mail be used to submit proposals. Delay in mail delivery is not an exception to the receipt of a bid.
- Questions or clarifications to the bid specifications must be made in writing to the Purchasing Agent at 62 Civic Center Plaza, Poughkeepsie, NY 12601 or by email to: [sdavison@cityofpoughkeepsie.com](mailto:sdavison@cityofpoughkeepsie.com) prior to the Bid opening. Such questions must be in the possession of the Purchasing Agent by **December 7, 2016**. Verbal questions will not be entertained.
- **Tour will begin at the City Hall Municipal Building, 62 Civic Center Plaza (starting inside the main lobby entrance) Poughkeepsie, NY 12601 on Friday, November 18, 2016 at 10:00 AM.** Contact person is George McGann, Municipal Safety Coordinator, 845-451-4123, or email [gmcgann@cityofpoughkeepsie.com](mailto:gmcgann@cityofpoughkeepsie.com)
- Bidders **shall** indicate, **on the outside of their sealed bid**, the following information:
  1. Title and Number of the Bid
  2. Date and Time of Bid OpeningFailure to do so may result in rejection of the Bid as being unresponsive.
- The following forms are necessary to be submitted as a Bid as well as any additional forms requested in the detailed specifications:
  1. **CS-1 - Bid form/price pages(s)** (exceptions being some bids for the Department of Public Works, where a separate form may be required). Such exceptions will be noted in the Bid specification.
  2. **CS-2 - Non-Collusion Affidavit**, completed, signed and dated.
  3. **Iran Divestment Act Document**, completed, notarized, signed and dated.
  4. **References form**
  5. **PLEASE SUBMIT ONE ORIGINAL AND ONE COPY OF YOUR BID**

Failure to submit required documents will result in rejection of the bid as being unresponsive.

**It is not necessary to submit our technical specifications with the proposal. They should be retained by the bidder for their records.**

- Bidders must submit **one original and one copy** of their bids, unless otherwise stated. The original must be clearly marked. All bids must be filled out in ink, or be typewritten. Bids submitted in pencil will be rejected as unresponsive. Bids which have been corrected by white out or cross out, and have not been initialed and/or dated will be rejected as unresponsive.

## INSTRUCTIONS AND INFORMATION TO BIDDERS

### *PAGE 2 OF 3*

- The City of Poughkeepsie is part of a group known as the "Interagency Purchasing Cooperative", which consists of the County of Dutchess, Dutchess Community College, and 82 different schools and fire districts, cities, towns, and villages located throughout Dutchess County. The City of Poughkeepsie is also part of a group known as the "Hudson Valley Municipal Purchasing Group" (HVMPG), which consists of the Counties of Dutchess, Rockland and Ulster; the Town of Cortlandt; City of New Rochelle and the Pearl River School District. Other municipal purchasing agencies in the Hudson Valley will be joining this regional system in the months to come. The prices submitted in this Bid may be extended and offered to these various agencies for their consideration. If they choose to participate in the Bid they will be submitting their own purchase documents directly to the successful vendor(s).
- Samples may be requested by the City for the purpose of product evaluation. It is understood that samples will be provided at no charge to the City and will be returned, when requested, within 30 days after the evaluation is completed, at the expense of the vendor. All samples left longer than 30 days after the evaluation period will be discarded.
- Sealed bids for **Elevator Maintenance Service, RFB-COP-11-16-01** will be received in the Office of the Purchasing Agent, 62 Civic Center Plaza, Poughkeepsie, New York 12601, **on or before 2:30 p.m., December 7, 2016**. Specifications and Bid forms are attached hereto.
- All mailed proposals will be sealed and **distinctly marked "REQUEST FOR BID# 11-16-01." ELEVATOR MAINTENANCE SERVICE"**.
- The City of Poughkeepsie officially distributes bidding documents from the Purchasing Office or through the Hudson Valley Municipal Purchasing Group's Regional Bid Notification System, [www.empirestatebidsystem.com](http://www.empirestatebidsystem.com) or by visiting [www.cityofpoughkeepsie.com](http://www.cityofpoughkeepsie.com). Copies of bidding documents obtained from any other source are not considered official copies. Only those vendors who obtain bidding documents from the Purchasing Office, or the Regional Bid Notification System will be sent addendum information, if such information is issued.
- If you have obtained this document from a source other than the City of Poughkeepsie Purchasing Office, or the HVMPG Regional Bid Notification System it is recommended that you obtain an official copy. You may obtain an official copy by registering on the HVMPG Regional Bid Notification System at [www.empirestatebidsystem.com](http://www.empirestatebidsystem.com)
- The Purchasing Agent, and/or his designee, shall be the only one authorized to make changes or alterations to anything contained in these specifications. Such changes shall be in writing and posted on the HVMPG web site.
- All bids shall be made out on the Bid forms attached hereto and all the attached certificates must be completed and signed in compliance with the provisions of the General Municipal Law.
- The Purchasing Agent reserves the right to reject all bids, parts of all bids, or all bids for any one or more supplies or contractual services included in the proposed contract, when such rejection is in the best interest of the City.
  - a. The contract will be awarded to the RESPONSIBLE BIDDER offering the best price. A responsible bidder is a manufacturer, producer, dealer, vendor, or bona fide manufacture's agent who has demonstrated judgment and integrity, is of good reputation, experienced in his work, whose record of past performance in the trade is established as satisfactory, and whose financial status is such to provide no risk to the City of Poughkeepsie in its contractual relations.

**INSTRUCTIONS AND INFORMATION TO BIDDERS**

***PAGE 3 OF 3***

- No bidder may withdraw a bid within forty-five (45) days after the actual date of the bid opening.
- Upon acceptance of any bid, the successful bidder shall execute a contract, in accordance with the specifications, with the City of Poughkeepsie, State of New York.
- Bidders who are required to adhere to the prevailing wage schedule shall obtain and maintain a current schedule from the New York State Department of Labor for the entire term of the contract. The City may audit adherence to this schedule at any time during or after the contract period.
  
- **CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT:**
  - As a result of the Iran Divestment Act of 2012 (the “Act”), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law) (the “Prohibited Entities List”). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date at which time it will be posted on the OGS website.
  
- **NEW YORK STATE OSHA 10-HOUR CONSTRUCTION SAFETY AND HEALTH COURSE S1537-A:**
  - This provision, effective July 18, 2008, is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least \$250,000.00 contain a provision of this requirement. Rules and regulations will be promulgated and posted on the NYSDOL website [www.labor.state.ny.us](http://www.labor.state.ny.us) when finalized.

Marc S. Nelson  
Commissioner of Finance  
Dated: November 12, 2016  
Poughkeepsie New York

REQUEST FOR PROPOSAL  
RFB-COP-11-16-01  
ELEVATOR MAINTENANCE SERVICE

**1.0 INTENT:**

- A. The purpose of this bid is to establish a contract price for the service and maintenance of elevators owned by the City of Poughkeepsie.
- B. Site visits to the facilities are required and mandatory as part of the bid package. **THE BIDDERS ARE REQUIRED TO PERSONALLY EXAMINE THE SITES PRIOR TO SUBMITTING BIDS. THESE SITE VISITS ARE MANDATORY.** Site visits are to be made at each facility. Please contact **George McGann, Municipal Safety Coordinator** at 845-451-4123 between the hours of 8:00 am and 4:00 pm Monday to Friday. Site tour to begin at 10:00 am, November 18, 2016.

**2.0 KEY EVENTS/DATES**

<u>Event</u>	<u>Date</u>	<u>Time</u>
Bid Release Date	Nov. 12, 2016	
Site Visit	Nov. 18, 2016	10:00 AM
Closing Date for Inquiries	Nov. 30, 2016	3:00 PM
Submission of Bid	on or before Dec. 7, 2016	2:30 PM
Contract Term	01/01/17 to 12/31/17 Option for renewal -Two (2) additional years	

**3.0 LOCATION:**

- 3.1 City of Poughkeepsie Municipal Building, 62 Civic Center Plaza, Poughkeepsie, NY 12601
  - (1) Geared Elevator – Six (6) stops - Essential
  - (1) Geared Elevator - Seven (7) stops - Essential
- 3.2 City of Poughkeepsie, Financial Plaza Parking Deck, 41 Civic Center Plaza, Poughkeepsie, NY 12601
  - (1) Hydraulic Elevator - Four (4) stops - Essential
- 3.3 City of Poughkeepsie, Public Safety Building, 505 Main Street, Poughkeepsie, NY 12601
  - (1) Hydraulic Elevator- Two (2) stops -Essential
  - (2) Hydraulic Elevator- Three ( 3 ) stops - Essential

#### 4.0 INQUIRIES:

All inquiries concerning this bid will be addressed to the designated contacts:

Shirley Davison  
Purchasing Agent  
City of Poughkeepsie  
62 Civic Center Plaza  
Poughkeepsie, NY 12601  
845-451-4048  
e-mail: [sdavison@cityofpoughkeepsie.com](mailto:sdavison@cityofpoughkeepsie.com)  
fax: 845-451-4028

Technical questions:

George McGann, Building Safety Coordinator  
City of Poughkeepsie  
26 Howard Street  
Poughkeepsie, NY 12601  
845-451-4123  
e-mail: [gmcgann@cityofpoughkeepsie.com](mailto:gmcgann@cityofpoughkeepsie.com)  
fax: 845-451-4103

#### 5.0 GENERAL REQUIREMENTS

- 5.1 This is a full service contract. For the purposes of this contract full service shall mean that the Contractor's bid price includes, but is not necessarily limited to: all labor, all material and supplies, all emergency work and special requests; all administrative, reporting or other requirements, all overhead costs and profit. It shall also include all travel costs, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc. The Contractor shall furnish all material and equipment in accordance with the latest adopted editions of ASME A17.1, Safety Code for Existing Elevators and Escalators, A17.2, Inspectors Guide for Elevator and Escalators and A17.3 Safety Code for Existing Elevators and Escalators (including supplements).
- 5.2 The Contractor shall give immediate notice to the City of any apparent damage to the equipment covered under this contract. The Contractor shall notify the City, verbally on the day of discovery, and shall follow up in writing no later than three (3) days thereof, informing of the existence of development of any defects in, or repairs required, to which the Contractor does not consider to be its responsibility under the terms of this contract. Failure to do so will render the Contractor responsible for those repairs at no additional cost to the City. The Contractor's estimate must be itemized into labor and material costs.
- 5.3 The City of Poughkeepsie's interpretation of specifications shall be final and binding upon the Contractor.
- 5.4 It shall be mutually agreed that the Contractor has included costs to remedy all deficient items in their proposal and they will be responsible for satisfactory performance of Elevator Maintenance without extra compensation. The Contractor may at its option provide with its bid, a detailed explanation of work intended to be performed under this clause.

- 5.5 The City will make no allowance or concession to the Contractor for any alleged misunderstanding or deception because of quantity, quality, character, location or any other conditions.
- 5.6 The City will 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.
- 5.7 INSPECTION - the quality of service shall be subject to inspection by the City of Poughkeepsie at any time. Should it be found that quality of services being performed is not satisfactory, and that the requirements of the specifications are not being met, the City of Poughkeepsie acting on behalf of the user agency or on its own behalf, may terminate the contract, and employ another contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the City of Poughkeepsie for costs incurred on account thereof.
- 5.8 The City representative reserves the right to reject and bar from the facility any employee hired by the Contractor.
- 5.9 NYS DEPARTMENT OF LABOR PREVAILING WAGE RATES - Prevailing Wage Rate as part of the requirements of Article 8 and Article 9 of the New York State Labor Law, requires public work Contractors and subcontractors to pay laborers, workers or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and to provide supplements (fringe benefits) in accordance with prevailing practices in the locality where the work is performed. Work being bid is subject to the prevailing wage rate provisions of New York State Labor Law Article 8. See "Prevailing Wage Rates - Public Works and Building Services Contracts"

## **6.0 SERVICE REQUIREMENTS**

6.1 Emergency Callback Service - The Contractor shall provide 24-hour-a-day, 7 days-a-week, emergency callback service, at no added cost to the City, under which a journeyman elevator mechanic will report to the site of the emergency when requested by a City Representative or those persons designated by the City Representative, in accordance with the following schedule:

1. Within one (1) hour after receipt of request for any stalled elevator with trapped passengers, or any elevator designated in the contract as being essential to the facilities operation. Project definitions will designate if an elevator is classified as essential or non-essential.
2. Within the first two (2) regular work hours of the next regular working day for any other elevators covered by this contract.

Please note, the only situation that the City would be responsible for paying the premium portion of overtime wages is if passengers are trapped, during other than normal working hours, in a elevator that is not designated as essential.

## 7.0 MINIMUM PREVENTIVE MAINTENANCE REQUIREMENTS

7.1 The Contractor shall prepare and submit a Preventative Maintenance Schedule supported by written manufacturer's documentation and ASME A17.1. The Contractor shall perform the necessary preventive maintenance required for a safe, reliable operation, as specified by the manufacturer and ASME A17.1. The Contractor shall perform the required preventive maintenance without additional cost to the City. Preventive Maintenance is defined as regularly scheduled work and Contractor should accomplish the following:

- a) Ensure their safe, reliable and continued operations
- b) Prevent breakdowns due to worn parts
- c) Maintain elevators above the point where deterioration begins

## 8.0 REPORTING REQUIREMENTS

1. **Facility Record:** Contractor shall keep and maintain a hard copy service record for each elevator showing all preventative maintenance, repairs and all callback service performed.

Service Records shall include:

- a) Site Location
- b) Date and time
- c) List all repairs and replacements performed.

2. **Quarterly Reports: To City Representative**

- a) Site Location
- b) Date and time
- c) Type of work performed
- d) Description of work performed
- e) In the case of callback service; provide description of the callback and corrective action taken
- f) List of all materials used

## 9.0 PRE-MAINTENANCE REPAIRS

- 9.1 Within ten (10) days after award of bid, the Contractor shall furnish the City a detailed schedule indicating how and when the Contractor plans to accomplish all required pre-maintenance repairs (if applicable) within 30 calendar days after award, unless the City specifies sooner. The Contractor shall furnish a detailed schedule of the preventative maintenance for the first contract year. Cost for the pre-maintenance repairs shall be included in the Contractor's original bid. Pre-maintenance repairs will be completed under the Contractor's time and material bid for the City, however, the City reserves the right to solicit offers from, and have corrections and/or repairs made by other sources.

## 10.0 SAFETY INSPECTIONS AND TESTS

- 10.1 All service and repair work shall be performed in compliance with the ASME A17.1 Safety Code for Elevators and Escalators and subject to inspections by the State. Periodic inspection of the elevators, as required by ASME A17.1 (current adopted edition) shall be performed by State approved Elevator Inspectors, in accordance with existing State policy. All elevators shall be appropriately inspected every six (6) months, annually and every five years or as recommend in Table N-1 of the ASME A17.1 Safety Code. The Contractor shall provide any needed equipment to perform the tests at no additional cost to the City. The Contractor shall provide a

qualified journeyman elevator mechanic familiar with the equipment to perform test and assist the inspector at no additional cost to the City. The Contractor shall periodically examine and test all safety devices, governors, oil buffers, etc. The Contractor shall make formal safety tests and inspections as required and outlined in the current adopted edition of ASME A17.1. These tests shall be conducted in the presence of the State Elevator Inspector. The Contractor shall furnish test and condition reports after each test. The Contractor shall furnish and install, at no additional cost to the City, any missing code data plates as required by ASME A17.1.

## **11.0 MAINTENANCE SERVICES FOR ELEVATOR**

11.1 Except for callback service, the Contractor shall perform all work during regular working days or as approved by a representative of the City. The time of day each elevator is to be shut down for routine maintenance will be scheduled with representative of the City to minimize disruption. When elevator is shut down, a sign shall be placed at each opening stating; "This elevator is being serviced".

The Contractor shall furnish all lubricants and hydraulic fluids that comply with the equipment manufacturer's specifications and ASME A17.1 for the particular device. The Contractor shall provide all replacement parts as specified by the original manufacturer or new after-market parts that are accepted by the elevator industry as equal or better.

## **12.0 INSURANCE**

A. During the entire term of this Contract, the Contractor shall be responsible for obtaining and maintaining any and all insurance policies as may be necessary to protect itself, its subcontractors, and the Owner from any and all claims arising from bodily injury, property damage or death that may occur as a result of the Work performed under this Contract. Prior to the commencement of the Work, the Contractor shall furnish the Owner with original insurance policies or the declaration sheet of such policies of insurance, showing the Owner as an additional insured as required in this Article, and the coverage and endorsements that are required by this Agreement and the specifications (as amended) for the work that the Contractor is bound to perform, together with certificates of insurance issued by the insurance carrier and signed by an authorized agent of the carrier, indicating thereon that all premiums have been paid, the form of policy and the specific endorsements that have been contracted for by the Contractor, as follows:

1. Worker's Compensation as provided in Article 28 of this Contract;
2. Contractor's General Liability and Property Damage with policy limits of not less than One Million Dollars (\$1,000,000.00);
3. Comprehensive Vehicular Liability Insurance (on all automobiles, trucks and other vehicular equipment that are used by the Contractor and its subcontractors whether owned, leased or otherwise operated by the Contractor and subcontractors) with policy limits of not less than One Million Dollars (\$1,000,000.00);
4. Blasting Insurance (if applicable)  
The Contractor shall provide evidence of liability insurance specific to the nature and scope the blasting that will be conducted as part of the performance of the Work. The Contractor warrants and represents that it is familiar with the provisions of the Penal Laws of the State of New York covering the use of explosives and expressly agrees to comply with the provisions thereof, as well as with any amendments thereto.

- B. All certificates of insurance shall contain a clause naming the Owner as loss payee on the policies and providing that any notices of cancellation of insurance be given to the Owner's Law Department upon no less than ten (10) days notice.
- C. Renewal certificates covering the renewal of all policies expiring during the life of this Contract shall be filed with the Owner not less than thirty (30) days before the expiration of such policies.
- D. The Owner reserves the right to accept other documents as proof of insurance issued by the insurance carrier or its duly authorized agent, provided such proof is accompanied by an affidavit from an officer of the insurance carrier confirming the agent's authority to bind the carrier with the proof that is submitted, with certification thereon.

All insurance companies issuing policies relating to this Contract must be licensed to do business in New York State and be approved by the Owner's Law Department.

- E. All policies of insurance, certificates of insurance or other proof approved by the Owner under subparagraph (d) above (collectively referred to as "proof of insurance") shall be provided to the Owner prior to the performance of any Work under this Contract. The Owner's failure to expressly demand proof of insurance shall not be deemed a waiver of the requirements of this Article, and the same may be requested at any time of the Contractor herein. The failure to provide proof of insurance shall render this Contract voidable at the option of the Owner.

### **13.0 REFERENCES**

13.1 Each bidder must include a minimum of three references including name of contact and number. The references must be for the same scope of services as to be provided to the City of Poughkeepsie.

### **14.0 TERM OF CONTRACT**

14.1 The contract period for the elevator maintenance services outlined herein shall be from January 1, 2017 to December 31, 2017, with option for renewal for two (2) additional one (1) year renewal not to exceed three years.

### **15.0 PRICE INCREASES/ADJUSTMENT**

15.1 No price increase shall be allowed during initial contract period as established by this Bid and acceptance.

15.2 Price increases shall be negotiated for extension of original contract.

15.3 Contractor shall provide documentation necessary to support any price increase, as appropriate.

## 16.0 AWARD

A contract will be awarded to the **responsible low bidder** for all of the work specified herein on an evaluated basis. The Contractor is to provide a fixed price for full service maintenance work on the elevators to include all per diem expenses, testing, adjustments, repairs, lubrication, etc. In addition, the Contractor will provide the City a "time and materials" cost for any repairs not covered by Section - 7.0 " Minimum Preventive Maintenance Requirements" Since this is a full service contract as specified herein, such repairs would be limited to vandalism, fire, acts of God, negligence by the City, or other unusual circumstances.

Vendors may give proposals on Section 1, 2 and/or 3. Each Bid (1 thru 3) may be awarded separately. The City may award this contract to multiple bidders should it be in the best interest of the City. The City reserves the right to add or remove services as needed.

# **WAGE RATES**

**CERTIFICATION OF PAYROLL PURSUANT TO  
SECTION 220 OF THE LABOR LAW WILL BE  
REQUIRED**

**CERTIFIED PAYROLL MUST BE SUBMITTED WITH  
PAYMENT REQUESTS**

NEW YORK STATE PREVAILING WAGE RATES ARE AVAILABLE  
**(PRC#2016011207)** AND CAN BE VIEWED AT: <http://www.labor.state.ny.us>  
OR BY CONTACTING THE PURCHASING OFFICE AT  
845-451-4048

# **BID PROPOSAL FORMS**

BID PROPOSAL FORM-PRE-MAINTENANCE  
Elevator Service and Maintenance Service  
RFB-COP-11-16-01

The undersigned, having carefully examined the appropriate specifications, Bid # 11-16-01: Elevator Maintenance Service, Dated December 7, 2016, does hereby agree to furnish and deliver to the City of Poughkeepsie, New York, the following items at the price(s) indicated:

**LIST OF IDENTIFIED PRE-MAINTENANCE REPAIRS:**

BUILDING NAME/LOCATION	ADDRESS	KNOWN DEFICIENCIES
1		
2		
3		
4		
5		
6		
7		
8		
9		

Pre-maintenance repairs ( if applicable)

- 1. Hourly rate for mechanic: \$ \_\_\_\_\_
- 2. Hourly rate for helper: \$ \_\_\_\_\_
- 3. Total hourly bid: ( 1+2 x hours) \$ \_\_\_\_\_

Parts/material for Pre-maintenance repairs ( if applicable) \$ \_\_\_\_\_

- 1. Cost of parts/materials needed: \$ \_\_\_\_\_

Total Cost of Pre-Maintenance repairs: (#3x#1) \$ \_\_\_\_\_

**BID PROPOSAL FORM**  
**Elevator Maintenance Service**  
**RFB-COP-11-16-01**

The undersigned, having carefully examined the appropriate specifications, Bid # 11-16-01: Elevator Maintenance Service, Dated December 7, 2016, does hereby agree to furnish and deliver to the City of Poughkeepsie, New York, the following items at the price(s) indicated:

	<b>Location</b>	<b>Unit Serial #</b>	<b>Manufacturer</b>	<b>Controller Name /Model, Type</b>	<b>Bid price per Month</b>
1	<b>City Hall-62 Civic Center Plaza</b>				
a	1 Geared -Six stops-Essential	C47133	F.S. Payne/Otis	311MOD Duplex-Geared	\$
b	1 Geared-Seven stops-Essential	C47134	F.S. Payne/Otis	311MOD Duplex-Geared	\$
2	<b>Financial Plaza Deck-41 Civic Center Plaza</b>				
a	1 Hydraulic -Four stops-Essential	047135	All Weiler/Otis	211MOD	\$
3	<b>Public Safety Building-505 Main Street</b>				
a	1 Hydraulic - Two stops-Essential	EV8960	ThyssenKrupp	TAC 20-Simplex	\$
b	1 Hydraulic-Three Stops-Essential	EV8959	ThyssenKrupp	TAC 20-Simplex	\$

Vendors may give proposals on Section 1, 2 and/or 3. Each Bid (1 thru 3) may be awarded separately. The City may award this contract to multiple bidders should it be in the best interest of the City. The City reserves the right to add or remove services as needed.

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name of Authorized Signer

\_\_\_\_\_  
Phone

**REFERENCES (PLEASE FILL OUT)**

**Elevator Maintenance Service**

**RFB-COP-11-16-01**

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

Contact Person: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name of Authorized Signer

\_\_\_\_\_  
Phone

CITY OF POUGHKEEPSIE  
Purchasing Department  
BID FORM

Bid submitted by: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned hereby designates as his office to which such notice of acceptance may be mailed or delivered:

\_\_\_\_\_  
\_\_\_\_\_

The vendor hereby agrees to the provisions of Section 103-a of the General Municipal Law which requires that upon the refusal of a person, when called before a Grand Jury to testify concerning any transaction, or contract had with the State, any political subdivision thereof, a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) "such person, and any firm partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid."

The vendor does hereby certify that he or it is under no such impediment or disqualification from bidding created under Section 103-b of the General Municipal Law of the State of New York.

CS-1

As required by Section 139-d of the New York State Finance Law, the bidder certifies that:

- (a) the bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for bids, and
- (b) the contents of the bid have not been communicated by the bidder, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid. The signature of the Contractor to this contract shall be deemed a specific subscription to the certificate required pursuant to Section 139-d of the State Finance Law and the Contractor affirms that the statements therein contained are true under the penalties of perjury."
- (c) 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.

Signed \_\_\_\_\_

By \_\_\_\_\_  
(President)

Dated \_\_\_\_\_

If a corporation, give the State of Incorporation, using the phrase "corporation organized under the laws of \_\_\_\_\_."

If a partnership, give names of partners, using also the phrase "co-partners trading and doing business under the firm name and style of \_\_\_\_\_."

If an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of \_\_\_\_\_."

CS-2

**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the City receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, \_\_\_\_\_, being duly sworn, deposes and says that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

\_\_\_\_\_  
SIGNED

SWORN to before me this

\_\_\_\_\_ day of \_\_\_\_\_

20\_\_

Notary Public: \_\_\_\_\_

**CITY OF POUGHKEEPSIE  
POUGHKEEPSIE, NEW YORK**

RFB-COP-11-16-01

**ELEVATOR MAINTENANCE SERVICES**

*Receipt of Addendum:*

Addendum No.

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Date Received

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