

CITY OF POUGHKEEPSIE POUGHKEEPSIE, NEW YORK



RFB-COP-01-17-02

STREET PAVING EQUIPMENT RENTAL WITH OPERATORS

Hon. Robert G. Rolison, Mayor
Deborah McDonnell, City Administrator

Council Members

Christopher Petsas
Mike Young
Lorraine F. Johnson
Lee David Klein

Ann Perry
Natasha Cherry
Randall A. Johnson II
Matthew McNamara

Prepared By:

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

THIS BID IS DUE PRIOR TO February 15, 2017 @ 2:30 P.M.

**PLEASE PLACE ALL BIDS 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

TO BE ADVERTISED: January 21, 2017 FOR ONE DAY ONLY

CITY OF POUGHKEEPSIE, NEW YORK
ADVERTISEMENT AND NOTICE TO BIDDERS

Beginning immediately, sealed proposals are sought and invited by the City of Poughkeepsie for Street Paving Equipment Rental with Operators as set forth in the specifications prepared by the City of Poughkeepsie Purchasing Agent

The Bidding Documents including Bidding Requirements and specifications may be obtained from the Office of the Purchasing Agent, City of Poughkeepsie, 1st Floor, 62 Civic Center Plaza, Poughkeepsie, New York. Official bid copies may be advertised and /or obtained on the following website:
www.empirestatebidsystem.com or www.cityofpoughkeepsie.com

Sealed proposals for **Street Paving Equipment Rental with Operators** will be received by the Board of Contract and Supply, in the Office of the Purchasing Agent, **prior to 2:30 p.m. on February 15, 2017** at City Hall. All bids must be made upon and in accordance with the form of proposals and attached specifications and shall be submitted in sealed envelopes marked:

PROPOSAL FOR RFB-COP-01-17-02: STREET PAVING EQUIPMENT RENTAL WITH OPERATORS

All bids received pursuant to this notice will be publicly opened and read.

This Contract consists of Street Paving of various streets in the City of Poughkeepsie; Prevailing wage applies to this contract.

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-01-17-02: "STREET PAVING EQUIPMENT RENTAL WITH OPERATORS"**" The City of Poughkeepsie officially distributes bidding documents from the Purchasing Office, the City of Poughkeepsie website, www.cityofpoughkeepsie.com or through the Hudson Valley Municipal Purchasing Group's Regional Bid Notification System., 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 or by visiting www.cityofpoughkeepsie.com

There are no bonds required for this contract.

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.

APPRENTICESHIP PROGRAM:

The City of Poughkeepsie requires that any contractor or subcontractor have, prior to entering into a construction contract with the City of Poughkeepsie with a value in excess of \$100,000.00, apprenticeship agreements appropriate for the type and scope of work to be performed, which have been registered with the NYS Commissioner of Labor in accordance with Article 23 of the Labor Law. Satisfactory evidence of registration with the New York State Commissioner of Labor by the deadline to submit its bid package for the construction contract on which it is bidding

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 when finalized.

DEPARTMENT OF FINANCE
CITY OF POUGHKEEPSIE

Marc Nelson

Commissioner of Finance Dated:

January 21, 2017

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 bids will be accepted after the designated time or date indicated in the bid specifications.** It is suggested that registered mail be used to submit bids. Delay in mail delivery is not an exception to the receipt of a bid.
- Any questions or clarification to the bid specifications or technical specifications must be submitted in writing to Chris Gent, Commissioner of Public Works at 26 Howard Street, Poughkeepsie, NY 12601 or by email to: cgent@cityofpoughkeepsie.com prior to the bid opening. Such questions must be in the possession of the Commissioner of Public Works 72 hours prior to the bid opening, unless otherwise stated. Verbal questions will not be entertained.
- 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 proposal form/price page(s)**. (except some bids, such as for the Department of Public Works or Engineering Department, where a separate form may be required). Such exceptions will be noted in the work specification.
 2. CS-2 – **Non-Collusion Affidavit**, completed, signed and dated.
 3. Iran Divestment Act Document, completed, notarized, signed and dated.
 4. **PLEASE SUBMIT ONE ORIGINAL AND ONE COPY OF YOUR BID**

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

- Official bid copies are obtained on the following website: www.empirestatebidsystem.com
- **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.
- The City of Poughkeepsie is part of a group known as the "INTERAGENCY PURCHASING COOPERATIVE". This group consists of the County of Dutchess, Dutchess Community College, and 82 different school 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

INSTRUCTIONS AND INFORMATION TO BIDDERS

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and Ulster; Town of Cortlandt; City of New Rochelle and the Pearl River School District. Other municipal purchasing agencies in the Hudson Valley will be joining in this regional system. 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 proposal 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.

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- Sealed bids for **Street Paving Equipment Rental With Operators** will be received in the Purchasing Department, 62 Civic Center Plaza, Poughkeepsie, New York, **prior to 2:30 p.m., February 15, 2017** and at that time, and place bids will be publicly opened and read aloud. Specifications and bid forms are attached hereto.
- Should the bidder find discrepancies or omissions in the specifications, he shall notify the Purchasing Agent, at once. The Purchasing Agent will not assume responsibility for any oral instructions, or interpretations of meaning of the specifications or other contract documents to any bidder by any person or persons.
- The Purchasing Agent, and/or his/her designee, shall be the only one authorized to make changes or alterations to anything contained in these specifications. Such changes shall be in writing to all interested vendors clearly indicating the change or alterations.
- The City of Poughkeepsie officially distributes bidding documents from the Purchasing Office or the Hudson Valley Municipal Purchasing Group's Regional Bid Notification system. 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
- All bids shall be made out on the proposal forms attached hereto and all the attached certificates must be completed and signed in compliance with the provisions of Section 103-d of the NYS 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

INSTRUCTIONS AND INFORMATION TO BIDDERS

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- rejection is in the best interest of the City. 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 manufacturer's agent... who has demonstrated judgment and integrity, is of good reputation, experienced in his work, whose record of past performance in the trade is established as satisfactory, and whose financial status is such to provide no risk to the City of Poughkeepsie in its contractual relations.
- 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.
- Bidders who are required to adhere to the prevailing wage schedule shall obtain and maintain a current schedule form 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.
- "The City of Poughkeepsie requires that any contractor or subcontractor have, prior to entering into a construction contract with the City of Poughkeepsie with a value in excess of \$100,000.00, apprenticeship agreements appropriate for the type and scope of work to be performed, which have been registered with the NYS Commissioner of Labor in accordance with Article 23 of the Labor Law.
- **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 when finalized.

Marc Nelson
Commissioner of Finance
Dated: January 11, 2017
Poughkeepsie New York

CITY OF POUGHKEEPSIE
DEPARTMENT OF PUBLIC WORKS
RFB-COP- 01-17-02
STREET PAVING EQUIPMENT RENTAL AND OPERATORS

GENERAL REQUIREMENTS

INTENT:

The City of Poughkeepsie Department of Public Works is seeking bids on the rental of street paving equipment and operators to resurface the City streets during this construction season. The term of this contract shall be from **March 1, 2017 to February 28, 2018** with an option to renew for an additional one year period **March 1, 2018 to February 28, 2019**. All prices shall be written /typed on the bid proposal form provided.

1.1 SCOPE

General

The City of Poughkeepsie, Department of Public Works, has a requirement for the rental of street paving equipment and operators to resurface scattered city streets within the City of Poughkeepsie. The streets to be resurfaced total an estimated 3.0 center lane miles (+/- 30%). Street listing provided with the Award of the contract. All work shall be completed within 180 days from agreed start date.

1.2 The City, Department of Public Works (DPW), will determine the need for new street iron. The Contractor will raise or lower the street iron as necessary to ensure proper drainage and a smooth ride over metal surfaces.

1.3 Asphalt, fill material, and stone will be purchased under the City's account at the local asphalt plant and quarry.

1.4 The City, DPW, will provide traffic control or flag men during working hours. The City, DPW, will provide signage and barricades indicating construction zone for each street under construction.

1.5 Once a date is agreed to by the City, DPW, and contractor, the City, DPW, will distribute flyers to all homes and businesses affected by the paving. DPW will post the streets for NO PARKING a day before the paving.

1.6 The City, DPW and Contractor will agree on the scope of work, number of rental items, and number of operators for each street prior to any work.

1.7 Each street that is scheduled for overlay will be prepared for resurfacing by the Contractor. City, DPW will inspect the prep work, drainage, and authorize continuing with the repaving portion.

1.8 Each street that is scheduled for milling will be prepared for resurfacing by the Contractor to include removal of the millings, re-setting the iron, establishing temporary transitions to the lower roadway on the street and at each driveway, and maintaining these transitions during construction. City, DPW will provide the street iron and inspect the prep work performed by the

contractor to include drainage. After the inspection, City, DPW, will authorize continuing with the repaving portion.

- 1.9 When a street needs to be milled, the City, DPW, will rent/lease a cold planner milling machine with operators. The contractor will work with the milling operators to ensure proper depths and grades established by the City, DPW, are obtained and additional milling near curbs and street iron by the contractor's Skid Steer loader is minimized
- 1.10 When it is agreed between the City, DPW, and the contractor that a street sweeper is needed, the City, DPW, will rent/lease a sweeper.

2.1 SPECIFICATIONS

2.2 Equipment List

The current items to be rented on an as needed basis include:

Line Item	Equipment /Personnel
1.*	Flowboy Trailer(30-39 tons) w/driver
2.*	Tri-axle Dump Truck w/driver
3.*	Ten Wheeler Dump Truck w/driver
4.*	Six Wheeler Heavy Duty Dump w/driver
5.*	Vibratory Roller, 10-12 tons w/operator
6.*	Small Vibratory Roller, 3-6 tons w/ operator
7.*	Asphalt paver, screen wide from 10-18 ft w/ two screenmen & paver operator
8.*	Backhoe w/operator
9.*	Paving Equipment foreman
10.	Skid Steer Loader w/milling head, w/operator
11.	Skid Steer Loader w/broom, w/operator
12.	Jack Hammer w/laborer
13.	One Laborer for raking, shoveling, setting street iron, adjusting water valves, miscellaneous work.
.	* Bid award to be based on the day rate totals of items 1-9 only

3.0 INSURANCE CERTIFICATE REQUIREMENTS PRIOR TO START WORK

- 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 policies and certificates of the following insurance, indicating thereon that all premiums have been paid:

1. Worker's Compensation - Evidence of statutory worker's compensation and disability benefits coverage for the duration of the proposed work for all employees on site of the project and in case any work is sublet, the Vendor shall require such subcontractor similarly to provide evidence of coverage to the Department of Public Works. (Proof of coverage: C105.2 or U-26.3).
 2. Contractor's General Liability and Property Damage with policy limits of not less than One Million (\$1,000,000.00)Dollars;
 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 (\$1,000,000.00)Dollars per occurrence;
 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.

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.

- d. All certificates 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 the production of a certificate 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 such proof of insurance shall render this Contract voidable at the option of the Owner.

4.0 Article 8 of the Labor Law of New York State

Article 8, Sections 220 through 223, of the NYS Labor Law, as it pertains to wages and benefits shall be adhered to. This project is a "Public Work" project and is subject to all provisions contained in the New York State Labor Law.

Any Contractor submitting a bid on this project shall acknowledge that said project is "Public Work", shall agree to comply with all the provisions of the Labor Law, including but not limited to

Article 8 of said Law, and shall pay prevailing wages as defined in said Law, to all laborers, workers and mechanics, and shall require all subcontractors to do the same.

In order to insure compliance with these provisions, the City shall be entitled to review and/or audit the Contractor's payroll records from time to time, receive certified copies of payrolls, and may require the Contractor to make said records available to the City either at the Contractor's place of business or, at the option of the City, to submit certified copies with requests for payment or at such other times as the City may require.

Each proposer must provide an affirmative statement that the proposer has not been found guilty of a willful violation of the New York State Labor Law for failure to pay prevailing wages and supplements, as those terms are defined by the New York State Labor Law, within the twelve (12) months immediately preceding the submission of the proposal.

In the event that the Contractor shall fail, in one or more instances, to pay the prevailing wages and supplements in accordance with Article 8 of the New York State Labor Law, Section 220 et seq. and as described herein, it shall be considered a material breach of the contract.

For the breach or violation of this provision, without limiting any other rights or remedies to which the City or any individual may be entitled or any civil or criminal penalty for which any violator may be liable, the City shall have the right, in its discretion, to terminate the contract immediately on notice. In such event, the Contractor shall be liable to the City for any additional costs incurred by the City in the completion of the project.

The conditions contained herein are designed to encourage compliance with the Labor Law and to provide a greater means to detect violations. In the event violations are detected, either by the City or otherwise, the remedies contained in said Law shall be exclusive and shall not create any obligations by the City to enforce said Law on behalf of anyone nor create any rights on behalf of anyone against the City.

5.0 APPRENTICESHIP PROGRAM

RESOLVED, that any contractor or subcontractor who bids on a construction contract having a value in excess of \$100,000.00 is required to have apprenticeship agreements appropriate for the type and scope of work to be performed, and shall provide the City of Poughkeepsie with satisfactory evidence of registration with the New York State Commissioner of Labor by the deadline to submit its bid package for the construction contract on which it is bidding;"

6.0 PRICING

Unit prices quoted shall be net exclusive of all taxes. These unit prices shall not be subject to any increase during the life of the contract.

7.0 BONDING

No performance bonds are required for this contract.

8.1 AWARD

8.2 Award will be based on lowest lump sum cost of items 1 through 9.

9.0 LIQUIDATED DAMAGES

The parties acknowledge that time is of the essence and that the Owner will suffer a financial loss if the Work is not completed within the specified time as provided by the Contract Documents, or any agreed to extensions thereof. The parties further acknowledge that it may be difficult or impossible to ascertain with certainty, the amount of actual damages incurred if the Contractor fails to complete the Work within the said time. Therefore, the Owner and Contractor agree that the liquidated damages as stated below are intended as compensatory in nature and are not as a penalty. The Contractor shall pay to the Owner as fixed, agreed and liquidated damages for each calendar day exceeding a 6 (six) month period of delay until the delayed work is completed or accepted, the amount of FIVE HUNDRED Dollars

(\$500.00) per day unless stated otherwise herein. It is agreed, however, that the Contractor shall not be charged with liquidated or actual damages if any delays in the completion of the work are due to causes beyond its control, including, but not limited to, acts of God, or war; acts of the City or any State or political subdivision thereof (including, but not restricted to the operation of any governmental preferences, priorities, or allocations of material); acts of another contractor in the performance of a contract with the Owner; floods, earthquakes, or other catastrophes, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather. The determination of the Owner shall be final.

WAGE RATES

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

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

THIS PROJECT HAS BEEN ASSIGNED PRC# 2017000169
THIS SCHEDULE MAY BE VIEWED ON-LINE AT WWW.LABOR.STATE.NY.US

NON-FEDERAL LABOR - STANDARDS

1. GENERAL PROVISIONS

The following Non-Federal Labor-Standards, Provisions, including the following provisions concerning maximum hours of work, minimum rates of pay, and overtime compensation, with respect to the categories and classifications of employees hereinafter mentioned are included in this contract pursuant to the requirements of applicable State or local laws, but the inclusion of such provisions shall not be construed to relieve the Contractor or any subcontractor from the pertinent requirement of any corresponding Federal Labor-Standards Provisions of this contract. In case the minimum rates of pay set forth below shall be higher than the minimum rates of pay required by or set forth in the Federal Labor-Standards Provisions of the contract for corresponding classifications, the minimum rates of pay set forth below shall be deemed, for the purposes of this contract, to be the applicable minimum rates of pay for such classifications. The limitations, if any, in these Non-Federal Labor-Standards Provisions upon the hours per day, per week or per month which employees engaged on the work covered by this contract may be required or permitted to work thereon shall not be exceeded.

2. STATE LABOR LAW

The Contractor shall comply in every respect with the provisions of Section 220 of the Labor Law and no laborer, workman, or mechanic in the employ of a Contractor, subcontractor or other person contracting to do the whole or a part of the work contemplated by this contract, shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency; including fire, flood or danger to life or property, and no such person shall be so employed more than eight hours in any day or more than five days in any one week, except in such an emergency. The wages to be paid for a legal day's work, as defined by said section, to laborers, workmen or mechanics employed, as aforesaid shall be not less than the prevailing rate for a day's work in the same trade or occupation in the locality within the State where the aforesaid work, on, about, or in connection with which such labor is performed in this final of completed form is to be situated, erected or used. Laborers shall be paid not less than the minimum hourly rate or wage designated by the Industrial Commissioner, pursuant to Section 220-d of the Labor Law, said minimum hourly rate of wage having been designated by the Industrial Commissioner are designated in the wage rate sheet forming a part of this contract and are to be paid in cash, provided, however, that an employer, except as otherwise provided in Subdivision 3 of Section 220 of the State Labor Law may pay his employees by check, if he furnished satisfactory proof to the Industrial Commissioner of his financial responsibility and gives reasonable assurance that such checks may be cashed by employees without difficulty and for the full amount for which they are drawn. The Contractor shall abide by and pay workmen, laborers and mechanics employed either by himself or a subcontractor the schedule of wages, as annexed to and forming a part of the specifications for the work involved in the contract pursuant to the Labor Law.

The Contractor shall comply with the provisions of Section 222A of the Labor Law relating to prevention of dust hazard in public works, if such hazard shall exist. If said Section is not complied with by the Contractor the contract shall be void.

Pursuant to the provisions of Section 222 of the Labor Law, this contract shall be void unless the Contractor is employing persons upon the work embraced in the contract gives preference to citizens of the State of New York, who have been residents for at least six consecutive months immediately prior to the commencement of their employment, if available. Each person so employed shall furnish satisfactory proof

of residence, in accordance with rule adopted by the Industrial Commissioner. Each Contractor and subcontractor shall keep a list of his employees, stating whether they are citizens and, in case of naturalization, the date thereof, and the name of the court in which granted.

3. QUALIFICATIONS FOR EMPLOYMENT

No person under the age of 16 years and no person currently serving sentence in a penal or correctional institution shall be employed to perform any work on the project under this contract. No persons whose age or physical condition is such as to make his employment dangerous to his health or safety or the health and safety of others shall be employed to perform any work on the project under this contract; provided that this sentence shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may safely do work which they can ably perform.

All employees engaged in work on the project under this contract shall have the right to organize and bargain collectively through representatives of their own choosing, and such employees shall be free from interference, restraint, and coercion of employees in the designation of such employees' representatives, in self-organization, and in other concerted activities of such employees, for the purpose of collective bargaining or other mutual aid or protection and no person seeking employment on the project under this contract and no person employed on the project under this contract shall be required, as a condition of initial or continued employment to join company union or to refrain from joining, organizing or assisting a labor organization of such persons own choosing.

4. DISCRIMINATION

The contractor shall comply with the provision of Section 220-e of the Labor Laws as follows:

1. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no Contractor or subcontractor, or any person acting on behalf of such Contractor or subcontractor, shall by reason of race, sex, religion, color or national origin(s) discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
2. That no Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, sex, religion, color or national origin(s).
3. That there may be deducted from the amount payable to the Contractor by the State or municipality under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract.
4. That this contract may be canceled or terminated by the State or municipality, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.
5. The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacturer, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, also provides, among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of wages to be paid to all laborers, workmen and mechanics employed on public work projects, including supplements for welfare, pension, vacation and other benefits. These supplements may include hospital, surgical, or medical insurance or benefits; life insurance or death benefits; accidental death or dismemberment insurance; and pension or retirement benefits. If the amount of supplements provided by the employer is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to employees.

Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, also provides that the supplements to be provided to laborers, workmen and mechanics upon public works “shall be in accordance with the prevailing practices in the locality...”. The amount for supplements listed on the enclosed schedule does not necessarily include all types of prevailing supplements in the locality and a future determination of the Industrial Commissioner may require the Contractor to provide additional supplements.

The Contractor shall provide statutory benefits for disability benefits, workmen’s compensation, unemployment insurance and social security. In case it becomes necessary for the Contractor or any subcontractor to employ on the project under this contract any person in a trade or occupation (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum rate is herein specified, the Contractor shall immediately notify the local public agency who will promptly thereafter furnish the Contractor with the minimum rate. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

5. POSTING MINIMUM WAGE RATES

The Contractor shall post at conspicuous points on the site of the project a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

PROPOSAL SHEETS

City of Poughkeepsie
Purchasing Department
PROPOSAL FORM

Proposal submitted by: _____

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, telegraphed, 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.

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

- (a) the proposal has been arrived at by the proposer independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for quote, and
- (b) the contents of the proposal have not been communicated by the proposer, 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 proposal. 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 proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Signed _____

By _____
President

Dated _____

REFERENCES (PLEASE FILL OUT)

Project: _____

Type of Work: _____

Location: _____

Project Value: _____

Contact Person: _____

Phone Number: _____

Project: _____

Type of Work: _____

Location: _____

Project Value: _____

Contact Person: _____

Phone Number: _____

Project: _____

Type of Work: _____

Location: _____

Project Value: _____

Contact Person: _____

Phone Number: _____

City of Poughkeepsie
Apprenticeship Program Requirement

"The City of Poughkeepsie requires that any contractor or subcontractor have, prior to entering into a construction contract with the City of Poughkeepsie with a value in excess of \$100,000.00, apprenticeship agreements appropriate for the type and scope of work to be performed, which have been registered with the NYS Commissioner of Labor in accordance with Article 23 of the Labor Law and shall provide the City of Poughkeepsie with satisfactory evidence of registration with the New York State Commissioner of Labor by the deadline to submit its bid package for the construction contract on which it is bidding;"

Attached is evidence of an approved apprenticeship program registered by the NYS Department of Labor.

Check one: _____ YES _____ NO

SIGNATURE

DATE

COMPANY NAME

TELEPHONE

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: _____

STREET PAVING W/OPERATORS
RFB-COP-01-17-02

Receipt of Addendum:

Addendum No:

Date Received
