

Notice to Bidders

City of Beacon, New York

Sealed proposals will be received by the City of Beacon, Dutchess County, New York at the Municipal Building, One Municipal Plaza, Suite One, Beacon, New York until 11:00 a.m., May 31, 2017 for furnishing the following in accordance with the specifications on file at the public works administrative office.

ASPHALT MILLING VARIOUS STREETS IN THE CITY OF BEACON

To request a copy of the Request for Proposals document call, write or email:

Jamie Mesnick
City of Beacon City Hall
One Municipal Plaza, Suite One
Beacon, New York 12508
845-838-5020
jmesnick@cityofbeacon.org

The City of Beacon reserves the right to reject any and all proposals and to waive any and all irregularities in the best interest of the City.

Copies of Information for Bidders, Specifications and Non-Collusive Bidding Certification may be obtained by qualified bidders at the Public Works office, Municipal Building, One Municipal Plaza, Suite 1, Lower Level, Beacon, New York.

The City reserves the right to reject any or all bids if it is deemed in the interest of the City to do so.

Reuben Simmons Jr.
Highway Superintendent

DATED: 5/12/17
PUBLISH: May 15, 2017

City of Beacon
Beacon, New York 12508

DATE: May 12, 2017

Dear Sirs:

Notice is hereby given that sealed proposals are sought and requested for the following:

BID OPENING INFORMATION

Name: ASPHALT MILLING VARIOUS STREETS

Bid #: 050117

Date: 5/31/17

Time: 11:00 a.m.

Place: One Municipal Plaza, Suite 1
Beacon, New York 12508

Contact Person: Jamie Mesnick
845-838-5020

BID PROCEDURE INFORMATION

Bids shall be submitted in sealed envelopes addressed to:

Public Works Bid
One Municipal Plaza, Suite 1
Beacon, New York 12508

On the face of said envelope the following information shall be included:

- 1) Name and address of Bidder
- 2) Name of Bid
- 3) Date and time of Bid Opening

No contractor to whom this contract is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of his right, title, and interest herein, including the performance of this contract or the right to receive monies due or to become due, or of his power to execute this without the prior written consent of the City

of Beacon. In the event that the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of this contract or of his right, title and interest herein, including the performance of this contract, or the right to receive monies due or to become due, or his power to execute such contract to any other person or corporations, or upon receipt by City of Beacon of an attachment against the contractor, the City shall be relieved and discharged from any and all liability and obligation growing out of such contract to such contractor, and the person or corporation to which such contract shall have been assigned, his assignees, transferees or sublessee shall forfeit and lose all monies theretofore earned under this contract, except so much as may be required to pay his employees.

It is the bidder's responsibility to read the attached GENERAL CONDITIONS which outlined bidding rules of the City of Beacon Purchasing Department.

Upon submission of bid, it is understood that the bidder has read, fully understands, and will comply with said GENERAL CONDITIONS.

Reuben Simmons Jr.

City of Beacon

ASPHALT MILLING VARIOUS STREETS WITHIN CITY OF BEACON

Proposals are being sought for **asphalt milling** for the following streets in the City of Beacon

Asphalt Milling:

- Contractors shall provide a milling machine to mill a 1½-inch minimum, 7-8 ft. wide minimum of blacktop, (as close as possible to all manholes, catch basin frames, valves, etc.)
- Price shall include any mobilizations and/or equipment moving from site to site.
- The City will provide trucks to haul millings, appropriate flagging, and street sweeper to clean-up after the milling.
- Prevailing wages apply, certified payrolls will be necessary and employee interviews will be conducted. Federal prevailing wage and State prevailing wage rates must be paid. The higher rate of the two must be paid.
- Successful bidder must have a certified payroll sheet to accompany the voucher for the bill to be paid. If not submitted, payment will be held until it has been received.
- \$1,000,000 insurance policy with the City of Beacon as additional insured \$2,000,000 aggregate for each occurrence to be in bid package.
- A list of equipment to be used on milling job shall be included in bid package.

Please call the Street Superintendent to schedule a walk of the streets to be milled and reclaimed. Any questions and concerns shall be directed to the Highway Superintendent, Reuben Simmons Jr. at 845-831-0932.

INFORMATION SHEET

NAME OF BIDDER: _____

ADDRESS: _____

TYPE OF ENTITY:

Corporation _____ Partnership _____ Individual _____

NAME OF CORPORATION (if a non-publicly owned corporation):

List Principal Stockholders (holding over 5% of outstanding shares):

List Officers:

List Directors:

Date of Organization: _____

PARTNERS (if a partnership):

Name of Partnership: _____

Date of organization: _____

* If the business is conducted under an assumed name, a copy of the certificate required to be filed under the New York General Business Law must be attached.

BID # _____

Reference Sheet

All bidders will be required to complete this form providing three references of past performance. References should involve projects and/or service situations of similar size and scope to this bid. References must have had dealings with the Bidder within the last thirty-six months. The City reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the Bidder before the actual award of the bid and/or contract. Completion of the reference form is required.

If references have been filed with the City of Beacon Purchasing Department during the last 12 months, it will not be necessary to complete this form. Indicate filing date on the line provided.

BIDDER'S NAME: _____

DATE FILED: _____

Bidder's Name: _____

Reference's Name: _____

Address: _____

Contact Person: _____

Phone: _____ Email: _____

BIDDER'S NAME: _____

DATE FILED: _____

Bidder's Name: _____

Reference's Name: _____

Address: _____

Contact Person: _____

Phone: _____ Email: _____

**City of Beacon
Conflict of Interest Statement**

BID #: _____

VENDOR'S NAME: _____
(Please print)

SIGNATURE: _____

DATE: _____

If the bidder is an individual, the bid must be signed by that individual; if the bidder is a corporation, by an officer of the corporation, or other person authorized by resolution of the board of directors, and in such case a copy of the resolution must be attached; if a partnership, by one of the partners or other person authorized by a writing signed by at least one general partner and submitted with the bid or previously filed with the Purchasing Agent.

"The submission of this constitutes a certification that no City Officer has any interest therein. (Note: In the event that any City Official has any such interest, the full nature thereof should be disclosed below.)"

City of Beacon

Public Works

NON-COLLUSIVE BIDDING CERTIFICATION

In accordance with the provisions of Section 103-D of General Municipal Law as amended, the following "Non-Collusive Bidding Certification" is and shall become a part of this proposal:

A. By submission of this bid, each bidder and each person signing in behalf of any bidder certifies, and, in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief;

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

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

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

Authorized Signature

Title

Company Name

Name of Bid

Date of Opening

City of Beacon

VENDOR'S NAME: _____

VENDOR'S ADDRESS:

TELEPHONE: _____ FAX #: _____

AUTHORIZED SIGNATURE:

DATE: _____

If the bidder is an individual, the bid must be signed by that individual; if the bidder is a corporation, by an officer of the corporation, or other person authorized by resolution of the board of directors, and in such case a copy of the resolution must be attached; if a partnership, by one of the partners or other person authorized by a writing signed by at least one general partner and submitted with the bid or previously filed with the Purchasing Agent.

"The submission of this constitutes a certification that no City Officer has any interest therein. (Note: In the event that any City Official has any such interest, the full nature thereof should be disclosed below.)"

INSURANCE STATEMENT:

Bidder agrees as follows - please mark appropriate box:

Insurance Certificate as requested is attached.

I certify that I can supply insurance as specified if awarded the bid.

Insurance Certificate filed on: _____

(Date)

Failure to provide specified insurance shall disqualify bidder.

BIDDER'S NAME: _____

SIGNATURE: _____

PRINT NAME: _____

City of Beacon
One Municipal Plaza - Suite One
Beacon, New York 12508
845-838-5000

General Conditions

All proposals shall be made upon forms furnished by the City of Beacon and shall be contained in sealed envelopes addressed to the City of Beacon, One Municipal Plaza, Suite One, Beacon, New York 12508.

Bids

1. Form of proposal as issued by the City of Beacon shall be completely filled in by ink or typing. No bid will be accepted which contains any changes, additions, omissions or erasures, unless otherwise stated.
2. Bidder must submit with bid detailed specifications, circulars and all necessary data on items he proposes to furnish. This information must show clearly that the item offered meets all detailed specifications herein. The City of Beacon reserves the right to reject any bid if its compliance with the specifications is not clearly evident. If item offered differs from the provisions contained in these specifications, such differences must be explained in detail and bid will receive careful consideration if such deviations do not depart from the intent of these specifications and are to the best interests of the City of Beacon.
3. All prices quoted must be "per unit" as specified, e.g. do not quote "per case" when "per dozen" is requested; otherwise, bid may be rejected.
4. Bidder must insert the price per unit and the extensions against each item in his bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions.
5. The prices submitted shall be exclusive of Federal and State taxes and must not include any tax for which the bidder may claim exemption because of doing business with the City.
6. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted. (FOB Destination).
7. Where a bidder is requested to submit a bid on individual items and/or on a total sum or sums, the right is reserved to award bids on individual items or on total sums.
8. All bids received after the time stated in the Notice to Bidders may not be considered and will be returned unopened to the bidder. The Bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the City. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
9. In all specifications, the words "or equal" are understood after each article giving manufacturer's name or catalog reference, or on any patented article. The decision of the City as to whether an alternate or substitution is in fact "equal" shall be final. If bidding on items other than those specified, bidder must in every instance give the trade designation of the article, manufacturer's name, and detailed specifications of the item he proposes to furnish. Otherwise, bid will be construed as submitted on the identical item as specified.
10. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the City of Beacon, not later than five (5) days prior to the date fixed for the opening of bids. Notice of any and all such

interpretations and any supplemental instructions will be sent to all bidders of record by the City of Beacon in the form of addenda to the specifications. All addenda so issued shall become a part of the contract documents.

11. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, materials, or equipment required and a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

12. If two or more bidders submit identical bids as to price, the decision of the City of Beacon to award a contract to one of such identical bidders shall be final. (General Municipal Law, Section 103, Subchapter I)

Samples

13. Samples, when required, must be submitted strictly in accordance with instructions, otherwise, bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within ten (10) days of the request, or as directed, for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return and specifying the address to which they are to be returned provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. The City will not be responsible for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the bidder at his expense. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and the City shall have the right to dispose of them as its own property.

Award

14. The City of Beacon reserves the right to waive any informality or to reject any or all bids.

15. Awards will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of materials, equipment, or supplies to be furnished, their conformity with the specifications the purposes for which required, and the terms of delivery.

16. No contract hereunder shall, either in whole or in part, be assigned, transferred, conveyed, sublet or otherwise disposed of to any other person, company or corporation unless approval is first obtained in writing from the City of Beacon.

17. Should the successful bidder fail to meet a delivery date required by the specifications, the City may at their discretion, cancel the order, and terminate the contract. In such event, the City will assume no responsibility for any expense or loss to the successful bidder because of such cancellation or termination.

18. Should any material or equipment delivered fail to meet the specifications, the City may, at their discretion require the vendor in writing to replace the same with material or equipment which does not meet the specifications and, at the vendor's expense, to remove the rejected material or equipment from wherever delivered or stored and in the event that such proper replacement and removal is not made by the vendor within thirty (30) days to cancel the order and terminate the contract, in which event the City will assume no responsibility for any expense or loss to the vendor because of such cancellation or termination.

19. If the successful bidder fails to deliver within the time specified, or within reasonable time as interpreted by the City, or fails to make replacement of rejected articles, when so required, immediately or as directed by the City, the City may purchase from other sources to take the place of the item rejected or not delivered. The City reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful bidder agrees to reimburse the City promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity.

20. A contract may be cancelled at the successful bidder's expense upon non-performance of contract.

Delivery

21. Delivery must be made in accordance with the instructions to bidders and specifications. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery. The decision of the City of Beacon as to reasonable compliance with delivery terms shall be final.

22. The City of Beacon will not accept any deliveries on Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency.

23. Items shall be securely and properly packed for shipment, storage, and stocking in shipping containers and according to accepted commercial practice, without extra charge for packing cases, bailing, or sacks.

24. The successful bidder shall be responsible for delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving department will note for the benefit of successful bidder when packages are not received in good condition. Carton shall be labeled with purchase order or contract number, successful bidder's name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

25. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions. The successful bidder will be required to furnish proof of delivery in every instance.

26. Unloading and placing of the equipment and furniture is the responsibility of the successful bidder, and the City accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the City, and suppliers should notify their truckers accordingly.

27. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item(s) delivered:

Contract Number and/or Purchase Order Number
Name of Article
Item Number (if applicable)
Quantity
Name of the Successful Bidder

Installation of Equipment

28. The successful bidder shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work the premises shall be left in a neat, unobstructed condition, and the buildings broom cleaned, and everything in perfect repair and order. Old materials are the property of the successful bidder unless otherwise specified.

29. Equipment, supplies, and materials shall be stored at the site only on the approval of the City of Beacon and at the successful bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.

30. Work shall be progressed so as to cause the least inconvenience to the City and with proper consideration for the rights of other successful bidders or workmen. The successful bidder shall keep in touch with the entire operation and install his work promptly.

31. Bidders shall acquaint themselves with condition to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations desired.

32. Equipment for trade-in shall be dismantled by the successful bidder and removed at his expense. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-

in. All equipment is represented simply "as is". Equipment is available for inspection only at the delivery point listed for new equipment, unless otherwise specified.

Guarantees by the Successful Bidder

33. The successful bidder guarantees:
- a. his products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
 - b. to furnish adequate protection from damage for all work and to repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.
 - c. to carry adequate insurance to protect the City from loss in case of accident, fire, theft, etc.
 - d. that all deliveries will be equal to the accepted bid sample.
 - e. that the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the City. Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such replacement immediately upon receiving notice from the City.

Saving Clause

34. The successful bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts of God, or for any other acts not within the control of the successful bidder and which by the exercise of reasonable diligence he is unable to prevent.

Governing Laws and Rules

35. The Contractor shall comply with all the provisions of the laws of the City of Beacon, the State of New York and of the United States of America which affect municipalities and municipal contracts, and more particularly the Labor Law, the General Municipal Law, the Workmen's Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Law, Rules and Regulations, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and affect as if set forth at length herein. The bidder's special attention is called to those laws which are set forth below:

36. Section 103D of the General Municipal Law of the State of New York which reads as follows, "1. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule regulation or local law, for work or services performed or to be performed or goods sold to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury; Non-collusive bidding certification.

- a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief;
 1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the

bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
and

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

- b. A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1)(2) and (3) above have not been complied with, the bid shall not be considered for award or shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof which the bid is made, or his designee determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or good sold or to be sold, where competitive bidding is required by statute, rule regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation."

37. All vendors must comply with provision of the Toxic Waste Right to Know Law and provide the City with any and all information as required by law. All regularly manufactured stock electrical items must bear the label of the Underwriter's Laboratories, Inc.

38. Bids on equipment must be on standard new equipment, of latest model and in current production, unless otherwise specified. All supplies, equipment, vehicles, and materials must meet the provisions of the Occupational Safety and Health Act (OSHA).

39. The form of non-collusion bidding certification following the form of proposal must be executed by the bidder and submitted with the proposal.

40. Bidders must complete attached City of Beacon forms which include Information Sheet and Vendor Reference Sheet. These forms must be submitted with the proposal.

41. Extension of Prices - Political subdivisions and districts and others authorized by law including certain nonprofit post secondary, secondary, and elementary educational institutions participate in contracts resulting from this bid. Upon request, non-city agencies must furnish contractor(s) with the proper tax exemption certificate.

42. The City of Beacon may require the successful bidder to confirm in writing within ten (10) days of the City's request, that said bidder will perform the contract in accordance with its bid. The failure of the bidder to so confirm may result in the cancellation of the contract by the City in its sole discretion.

43. The contractor to whom the bid is awarded shall comply with Section 220 of the New York State Labor Law which requires 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 wages and to provide supplements (fringe benefits) in accordance with the prevailing practices in the locality where the work is performed.