

# **CITY OF POUGHKEEPSIE POUGHKEEPSIE, NEW YORK**



## **RFB-COP-02-02-16**

### **Hauling & Disposal of Stocked Piled Leaves and Wood Material from College Hill Park**

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Hon. Robert G. Rolison, Mayor

Ronald J. Knapp, Acting City Administrator

Council Members

Christopher D. Petsas

Ann Perry

Mike Young

Natasha Cherry

Lorraine F. Johnson

Randall A Johnson II

Lee David Klein

Tracy Hermann

Prepared By:

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

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**THIS BID IS DUE PRIOR TO MARCH 2, 2016 @ 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: February 13, 2016 FOR ONE DAY ONLY

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

Beginning immediately, sealed bids are sought and invited by the City of Poughkeepsie for the purchase of **Hauling & Disposal of Stockpiled Leaves and Wood Material from College Hill Park, RFB-COP-02-02-16**, as set forth in the specifications prepared by the City of Poughkeepsie Engineering Department.

Bid Documents including Bidding Requirements may be obtained at The 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](http://www.empirestatebidsystem.com) or [www.cityofpoughkeepsie.com](http://www.cityofpoughkeepsie.com)

Sealed bids for **Hauling & Disposal of Stockpiled Leaves and Wood Material from College Hill Park** will be received by the Board of Contract and Supply, in the Office of the Purchasing Agent, **prior to 2:30 p.m. on March 2, 2016** 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:

**RFB-COP-02-02-16: Hauling & Disposal of Stockpiled Leaves and Wood Material**

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

*Prevailing Wage applies to this contract. PRC # 2016500140*

**A Pre-Bid meeting on-site (Ball field at Bartlett St.) on February 18, 2016 at 2:00 PM.**

It is strongly recommended that all prospective bidders attend this meeting to inspect the site by personal examination prior to submission of a bid. If a potential bidder is unable to attend the above scheduled tour, appointments for a tour can be made by contacting Chris Gent, Commissioner of Public Works, email: [cgent@cityofpoughkeepsie.com](mailto:cgent@cityofpoughkeepsie.com) or by phone 845-451-4176 within 72 hours of the intended date of opening.

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.

No Bid Security is required.

No Performance or Labor Bonds are required.

Prevailing wage rates apply based upon the current NYS Department of Labor published rates.

The City reserves the right to waive any informality in the proposals and to reject any or all proposals.

DEPARTMENT OF FINANCE  
CITY OF POUGHKEEPSIE

Karen Sorrell  
Acting Commissioner of Finance  
Poughkeepsie, New York  
Dated: February 13, 2016

## **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 certified 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 the Chris Gent, Commissioner of Public Works, 28 Howard Street, Poughkeepsie, NY 12601 or by email to: [cgent@cityofpoughkeepsie.com](mailto:cgent@cityofpoughkeepsie.com) prior to the bid opening. Such questions must be submitted no later than February 24, 2016 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 Opening

Failure 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
  4. Please submit **One Original, One Copy** of bid proposal.

**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](http://www.empirestatebidsystem.com) or [www.cityofpoughkeepsie.com](http://www.cityofpoughkeepsie.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 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).

## **INSTRUCTIONS AND INFORMATION TO BIDDERS**

### ***PAGE 2 OF 3***

- 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; **Hauling & Disposal of Stockpiled Leaves and Wood Material from College Hill Park; RFB-COP-02-02-16**, will be received in the Purchasing Department, 62 Civic Center Plaza, Poughkeepsie, New York, **prior to 2:30 p.m. March 2, 2016**, 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](http://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 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.

## **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.
- 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.
- “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.

Date: February 13, 2016

# **HAULING & DISPOSAL OF STOCKPILED LEAVES AND WOOD MATERIAL FROM COLLEGE HILL PARK**

**RFB-COP-02-02-16**

## **SPECIFICATIONS**

### **1.0 SCOPE**

#### **DESCRIPTION:**

The work covered consists of hauling and disposal of stockpiled leaves that have been collected from the City's curbside leaf program. Leaves are stockpiled adjacent to the College Hill ball field. The quantity is estimated to be approximately 4500 cubic yards. The bidder is responsible for verifying quantities and the quote should reflect the quantities at the time of bid. The site can be accessed off of Bartlett Street. See location map for location.

An additional stockpile of woody material requires hauling and disposal. The material consists of tree trunks, brush and limbs. The material is located adjacent to the College Hill Golf Course Parking lot. The quantity is estimated to be approximately 1300 cubic yards or 275 cords. The bidder is responsible for verifying quantities and the quote should reflect the quantities at the time of bid. The site can be accessed via the College Hill Park access road off of North Clinton Street.

#### **GENERAL REQUIREMENTS:**

1. Contractor will be haul material in accordance with schedule agreed upon by Commissioner of Public Works, Chris Gent. The Contractor shall use caution to maintain the integrity of the property and structures during the removal process. Any damage sustained to the property as a direct result of the removal shall be repaired by the Contractor at the Contractor's expense.
2. The Contractor shall be responsible for conforming to all applicable safety codes, OSHA regulations, etc. pertaining to the work.
3. Any change in the scope of the project will be made in writing to the City's representative and no additional work will be completed without the prior written approval of the City.
4. All material will be removed at the responsibility of the Contractor to the Contractor's licensed disposal facility.
5. Contractor will provide labor and equipment necessary for loading and hauling of material.

#### **SITE VISIT:**

Bidders shall be solely responsible for visiting the site of the work and obtaining first-hand knowledge of existing conditions and is responsible for verifying quantities and the price should reflect the quantities at the time of bid.

A Pre-Bid meeting as outlined in this bid will be held on-site at the Ball Field at Bartlett Street at 2:00 PM February 18, 2016.

## **INSURANCE:**

The Contractor shall purchase and maintain such insurance as will protect them from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable:

### **Liability Insurance.**

Additionally, the Contractor shall provide proof that the Owner is covered as an additional insured by an original or certified copy of a Declarations Form with signature of an authorized agent of the issuing carrier showing the owner as additional insured and coverage of the of contractor with policy limits not less than \$1,000,000.00 as stated in the annexed contract and specifications governing this job.

### **Worker's Compensation Coverage.**

The Contractor agrees to obtain any and all insurance as required pursuant to the provisions of the Worker's Compensation Law of the State of New York. The failure to provide such coverage shall render this Contract null and void. 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. (Proof of coverage: C105.2 or U-26.3).

### **ACORD Form is not acceptable proof of Worker's Compensation Coverage**

### **Indemnification:**

- a. The CONTRACTOR agrees to protect, defend, indemnify and hold the CITY and its employees free and harmless from and against any and all losses, claims, liens, damages and causes of action of every kind and character, including, but not limited to, the amount of judgment penalties, interest, court costs, legal fees incurred by the CITY arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the CITY, death or damages to property, including property of the CITY and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with, or arising directly, out of or resulting from the performance of the WORK. The CONTRACTOR agrees to investigate; handle, respond to, provide defense for and defend any such claims, demands or suits at his sole expense and agrees to bear all other costs and expenses related thereto, even if such claims, demands or suits are groundless, false or fraudulent. In any case in which indemnification would violate Section 5-322.1 of the New York General Obligations Law or any other legal prohibition, the foregoing provisions shall not be construed to indemnify the CITY for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of employees of the OWNER.
- b. In any and all claims against the CITY or any of their agents, or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefit acts.

### **AWARD:**

The contract will be awarded to the RESPONSIBLE BIDDER offering the lowest price overall. 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.

Upon acceptance of any bid, the successful bidder shall execute a contract, in accordance with the Specifications, with the CITY OF POUGHKEEPSIE.

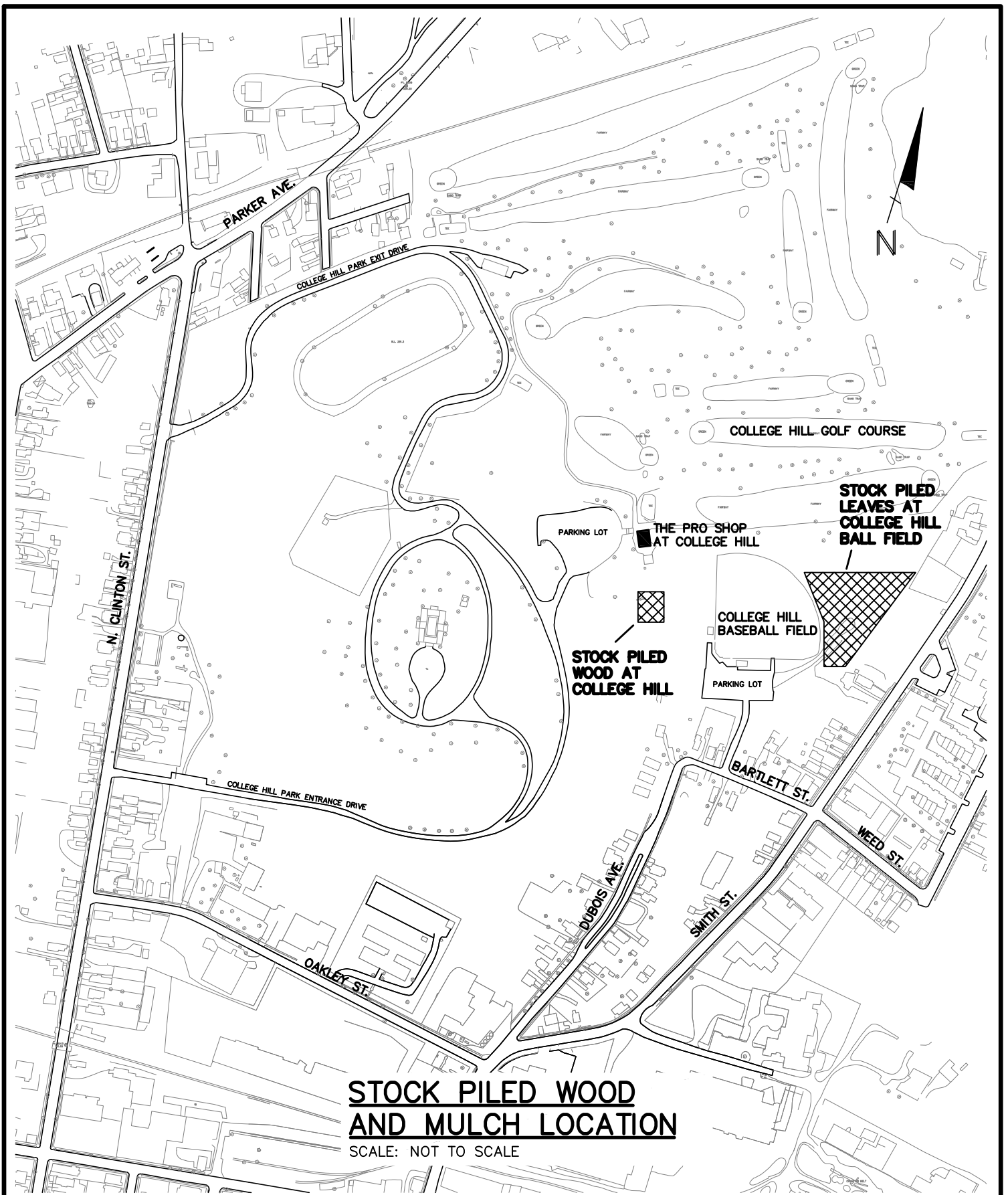
Bidders who are required to adhere to the prevailing wage schedule shall obtain and maintain a current schedule form the New York State Department of Labor for the entire term of the contract. The City may audit adherence to this schedule at any time during or after the contract period.

The City of Poughkeepsie 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

### **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.

# Technical Specifications and Drawings



**GARY E. BECK, JR.**  
BUILDING INSPECTOR  
**ENGINEERING DEPARTMENT**  
62 CIVIC CENTER PLAZA  
POUGHKEEPSIE, NY 12601

**STOCK PILED WOOD  
AND MULCH  
LOCATION PLAN**

DATE:  
02-08-2016

**PHOTOS**



Leaf pile at Ball Field (Photo #1)



Leaf pile at Ball Field (Photo #2)



Leaf pile at Ball Field (Photo #3)



Wood Pile adjacent to Golf Pro Shop (Photo #1)



Wood Pile adjacent to Golf Pro Shop (Photo #2)



Wood Pile adjacent to Golf Pro Shop (Photo #3)

City of Poughkeepsie  
Proposal Sheet

RFB-COP-02-02-16

HAULING & DISPOSAL OF STOCKPILED LEAVES  
AND WOOD MATERIAL FROM COLLEGE HILL PARK

Items	Quantity	Unit Price	Total
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
		Grand Total	\$

Company Name: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

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# **WAGE RATES**

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

**THIS PROJECT HAS BEEN ASSIGNED THE UNIQUE PRC# 2016500140**

**This scheduled may be viewed on-line at: <http://www.labor.state.ny.us>**

CITY OF POUGHKEEPSIE  
Purchasing Department  
BID PROPOSAL FORM

Bid 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 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

\_\_\_\_\_. "

## 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: \_\_\_\_\_

HAULING & DISPOSAL OF STOCKPILED LEAVES  
AND WOOD MATERIAL FROM COLLEGE HILL PARK

RFB-COP-02-02-16

*Receipt of Addendum:*

Addendum No.

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Date Received

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