

**CITY OF SCHENECTADY
REQUEST FOR BIDS**



**FERTILIZER, PESTICIDES & TURF SUPPLIES FOR THE
SCHENECTADY MUNICIPAL GOLF COURSE - 2017 SEASON**

Richard McIlravy-Ackert
Purchasing Department
City Hall
105 Jay Street- Room 102
Schenectady NY, 12305
Phone: (518) 382-5274 Fax: (518) 382-5010
Website: www.cityofschenectady.com

**Bid Due Date:
MARCH 15, 2017**

RESPONSE CHECKLIST

Fertilizers, Pesticides and Turf Supplies for the Schenectady Municipal Golf Course 2017 Season

The bidder's attention is especially called to the terms listed below, which must be submitted in full as part of this bid. Failure to submit any of the documents listed below as a part of your bid, or failure to acknowledge any addendum in writing with your bid, or submitting a bid on any condition, limitation or provision not officially invited in this bid may be cause for rejection of the bid.

Please check item indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE.

- RESPONSE CHECKLIST
- ADDITIONAL LITERATURE/WARRANTY /BROCHURES (IF APPLICABLE)
- SIGNED W-9
- BID SHEET(S) (Price Sheet)
- NON-COLLUSION FORM
- ONE (1) ORIGINAL AND TWELVE (12) COPIES** OF BID DOCUMENTS (Price Sheets ONLY)
- N/A LABOR RATE FORM (IF REQUIRED)
- ADDENDUM(S) ACKNOWLEDGED
- COMPLETED BIDDER QUALIFICATIONS FORM
- N/A INSURANCE/WORKMANS COMP/DISABILITY FORMS (IF REQUIRED)
- IRANIAN ACT OF 2012 CERTIFICATION

COMPANY NAME	TELEPHONE
ADDRESS	EMAIL
AUTHORIZED REPRESENTATIVE (PRINT NAME)	TITLE
AUTHORIZED REPRESENTATIVE (SIGNATURE)	DATE

City of Schenectady
REQUEST FOR BIDS
GENERAL INSTRUCTIONS TO BIDDERS

BID DISTRIBUTION- *IMPORTANT NOTICE*

The City of Schenectady officially distributes bidding documents through the Purchasing Division Office or through the Empire State Bid System website at <http://www.empirestatebidsystem.com>. Copies of bidding documents obtained from any other source are not considered official documents and will not be accepted. Only those vendors who obtain bidding documents from either the Purchasing Division Office or the Empire State Bid System are guaranteed to receive addendum information, if such information is issued.

SECTION 1: BID IDENTIFICATION

- 1.1 Title: **2017 GOLF COURSE PESTICIDES, FERTILIZER & TURF SUPPLIES**
- 1.2 Requesting Department: **MUNICIPAL GOLF COURSE**

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for various chemicals, pesticides, fertilizers and turf supplies as requested by the Schenectady Municipal Golf Course.
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.

SECTION 3: BIDDING DOCUMENTS

- 3.1 Complete sets of the Bidding Documents may be obtained or examined as stated in the Notice to Bidders.
- 3.2 Complete sets of Bidding Documents must be used in preparing bids. The City does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

SECTION 4: SUBMISSION OF BIDS

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked on the outside with the name of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than **10:30 AM on Wednesday, March 15, 2017**, at the following address:

Office of the City Clerk
Schenectady City Hall, Room 107
105 Jay Street
Schenectady, NY 12305

- 4.2 All bids received after the time stated in the "Notice to Bidders," or the bid submission deadline as modified by formal addendum consistent with Section 14 of this Request for Bids, will not be considered and will be returned to the bidder, unopened. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the City of Schenectady. 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.
- 4.3 The City of Schenectady reserves the right to reject any or all bids in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.
- 4.4 The bids will be publicly opened and the bid information provided to all in attendance at 11:00 AM on Wednesday, March 15, 2017 in Room 110 of City Hall, 105 Jay Street, Schenectady, NY 12305.

SECTION 5: TERM OF BID

- 5.1 The bid shall be in effect from the date of contract execution until completion of all work, or the provision of all materials called for under the contract. Prices shall remain firm for the entire bid period.

SECTION 6: BID SECURITY

- 6.1 Each bid must be accompanied by a bid bond or certified check in the amount of **5% (five percent) of the total bid** drawn upon a national or state bank or trust company, to the order of the Commissioner of Finance, City of Schenectady. If bid is accepted, the successful Bidder will enter into a contract for the same and will execute such further security as may be required for the performance of the contract. **BID SECURITY SHALL BE INCLUDED WITH BID AT TIME OF BID OPENING; FAILURE TO DO SO MAY CAUSE REJECTION OF THE BID AS MATERIALLY INCOMPLETE.**
- 6.2 Every Bid Bond must contain the following elements:

A bid bond must be payable to the City of Schenectady, and must state the subject of the bid

It must state a percentage of the amount bid (no less than 5%) or the actual bid amount
A bid bond must be signed by the Surety, with the signature witnessed and accompanied by a corporate seal

A bid bond must be signed by the Corporation, Principal or authorized agent, with the signature witnessed and accompanied by a corporate seal

- A bid bond must contain a notarized Surety acknowledgement
- A bid bond must contain a notarized Corporate or Principal acknowledgement
- A Surety asset statement
- A Surety power of attorney

6.3 The Bid Security of the successful Bidder will be retained until such Bidder has executed the contract and furnished the required Contract Security, whereupon it will be returned. If the successful Bidder fails to execute and deliver the contract and furnish the required Contract Security within fifteen (15) days of the Notice of Award, the City may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.

6.3 Bid security of other bidders will be returned within fourteen (14) days after the award of contract to the successful Bidder.

SECTION 7: QUALIFICATION OF BIDDER

7.1 No formal written Bidder Qualification questionnaire is being requested for this bid.

7.2 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment "C") as part of the bid.

7.3 In addition, the City of Schenectady may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the City, within five (5) days of a request, all such information and data for this purpose as may be requested. The City reserves the right to reject any bid if the information submitted by, or investigation of, a bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

SECTION 8: LIQUIDATED DAMAGES

8.1 Time is of the essence with this Agreement. The City of Schenectady will suffer financial loss if the supplies are not delivered within the times specified, plus any extensions thereof. Delays, expense and difficulties will be involved in proving the actual loss suffered by the City of Schenectady if the work is not completed on time. Accordingly, instead of requiring such proof, the City of Schenectady and the successful Bidder will agree that as liquidated damages for delay (but not as a penalty) the successful Bidder shall pay the City of Schenectady two hundred fifty dollars (\$250.00) for each day that expires after the time specified for delivery until the work is substantially complete. After Substantial Completion, if the successful Bidder shall neglect, refuse, or fail to complete the remaining work or provide the contracted for supplies within the time specified for completion and readiness for final payment or any proper extension thereof granted by the City of Schenectady, the successful Bidder shall pay the City of Schenectady two hundred fifty dollars (\$250.00) for each day that expires after the time specified for completion and readiness for final payment.

SECTION 9: DISQUALIFICATION

9.1 The City reserves the right to refuse to issue Bidding Documents to a prospective bidder should such bidder be in default for any of the following reasons:

- (a) Failure to comply with any pre-qualification regulations of the City, if such regulations are cited, or otherwise included, in the Bidding Documents as a requirement for bidding.
- (b) Bidder's failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the City issues the Bidding Documents to a prospective bidder.
- (c) Bidder's default under previous contracts with the City.
- (d) Bidder's unsatisfactory work on previous contracts with the City.
- (e) No bid will be accepted from, or Contract awarded to, any person who is in arrears to the City of Schenectady upon debt or Contract or who is in default, as surety or otherwise, upon any obligation to the said City, nor shall a bid be accepted or Contract awarded to any Contractor whose performance of any previous Contract has been unsatisfactory. The bidder whose bid has been accepted will be required to attend at the Office of the Clerk of the Council and execute the Contract within three (3) days from the date of the service of a notice delivered to him in person or mailed to the address given in the bid that the Contract has been awarded to him. In case of failure to execute the Contract within the time stated, he or they shall be deemed to have abandoned the Contract and the amount of the deposit made by him or them will be forfeited to and retained by the City of Schenectady as liquidated damages.

9.2 Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.

9.3 The City of Schenectady reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

9.4 Bids will be considered irregular and shall be subject to rejection for the following reasons:

- (a) If the bid is on a form other than that furnished by the City of Schenectady, or, if the City's form is altered, or, if any part of the bidding documents is detached.
- (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.
- (c) If the bid is not accompanied by the bid security specified by the City of Schenectady.

SECTION 10: PREVAILING WAGE (NOT REQUIRED FOR THIS BID)

10.1 All laborers providing services under this contract, whether employed by the Contractor or by the Subcontractor(s), shall be paid not less than the current prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as established by the New York State Department of Labor, per the New York State Prevailing Schedule of Wages.

10.2 All vendors submitting bids agree to conform to all current NYS Department of Labor and prevailing wage laws. The City has applied for and has received a PRC number for this project, which has been included with this document as an attachment. The successful vendor(s) is/are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. For policy or rate questions call the NYS Department of Labor at (585) 258-4505. Actual rates are available via the internet at: http://198.22.236.39/prevailing_wage_home.shtm.

10.3 Payrolls and Payroll Records: Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least five (5) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall receive and maintain such payrolls.

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

11.1 All bidders bidding under the provisions of the specifications are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. A signed Non-Collusive Bidding Certificate (Attachment "A") is required to be submitted with each bid on the form provided by the City.

SECTION 12: BID FORM

- 12.1 The Bid Form is attached hereto; additional copies may be obtained from the City.
- 12.2 Bids must be made on the Bid Form provided by the City. The Bid Form must be completed in ink or typewritten. The Bid Form must also be signed by an authorized representative of the bidder.
- 12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
- 12.5 All names must be printed or typed below the signature.
- 12.6 The bid must contain an acknowledgment of receipt of all Addenda (the number of which will be filled in on the Bid Form).
- 12.7 The address and email address to which communications regarding the bid are to be directed must be included on the Bid Form.

SECTION 13: EQUIVALENT GOODS

- 13.1 Manufacturers name brands are listed to indicate minimum requirements and bidding may be on brands listed, (if specified), or equivalent. Specifications shall be furnished by bidder to support equivalency. In the event of any claim by any unsuccessful bidder concerning or relating to the issue of “equal or better” or “or equal”, the successful bidder agrees, that his own cost and expense, to defend such claim or claims and agrees to hold the City of Schenectady free and harmless from any and all claims for loss or damage arising out of this transaction for any reasons.
- 13.2 Requests for substitution must be reviewed and approved by the City of Schenectady prior to receipt of bids. Bidders must submit complete specifications and manufacturer’s descriptive literature, by **March 8, 2017** to the City of Schenectady Purchasing Division. Requests shall be submitted to the City of Schenectady Purchasing supervisor at 105 Jay Street, Room 102, Schenectady, NY 12305, or via fax to (518) 382-5030.

SECTION 14: SPECIFICATION CLARIFICATION

14.1 All inquiries with respect to this Request for Bids must be directed to the City of Schenectady Purchasing Supervisor as follows:

Richard McIlravy-Ackert
Purchasing Supervisor
City of Schenectady
City Hall, Room 102
105 Jay Street
Schenectady, NY 12305
Phone: (518) 382-5199, Et. 5274
Fax: (518) 382-5030
rmcilravy-ackert@schenectadyny.gov

14.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the bidding documents. Questions received less than four (4) days prior to the date of submission of bids will not be answered. The City will be bound only by responses given by formal written Addenda.

SECTION 15: BID EVALUATION

15.1 Bids shall remain valid until:

- (a) the execution of a contract by City of Schenectady; or
- (b) the award of a purchase order by City of Schenectady; or
- (c) as otherwise rejected by City of Schenectady.

15.2 Bids received will be evaluated by City of Schenectady and will be based, as a minimum, upon the following criteria:

- (a) Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;
- (b) Completeness of the bid; and
- (c) Bidder's demonstrated capabilities and professional qualifications.

15.3 The City reserves the right to award this contract on a per item or aggregate basis, whichever is most beneficial to the City of Schenectady. Bidders need not submit bids for all items listed to be eligible for an award of this contract.

15.4 The City reserves the right to purchase items pursuant to General Municipal Law 103 from New York State Contracts, other County, political subdivision or district contracts, or New York State Preferred Sources within its discretion.

15.5 The City of Schenectady may award purchase contracts that have been procured pursuant to competitive bidding under section 103 of the NYS General Municipal Law by either lowest responsible bidder or best value.

"Best value" means the basis for awarding contracts for goods to the offerer which optimizes quality, cost and efficiency, among responsive and responsible offerers. Such basis shall reflect, wherever possible, objective and quantifiable analysis. Such basis may also identify a quantitative factor for offerers that are small businesses or certified minority- or women-owned business enterprises as defined in subdivisions one, seven, fifteen and twenty of section three hundred ten of the executive law to be used in evaluation of offers for awarding of contracts for services.

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

16.1 Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.

16.2 If, prior to awarding of the contract or within three days after opening, whichever period is shorter, any bidder files a duly signed written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid and the bid security will be returned.

SECTION 17: AWARD OF BID

17.1 The apparent successful Bidder will be issued a Notice of Award in the form of a City of Schenectady purchase order.

17.2 No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the City of Schenectady Purchasing Supervisor. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by the City of Schenectady of an attachment against the Successful Bidder, the City of

Schenectady shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

SECTION 18: THIS SECTION INTENTIONALLY LEFT BLANK

SECTION 19: INSURANCE REQUIREMENTS (NOT REQUIRED FOR THIS BID)

19.1 The successful Bidder will be required to procure and maintain at its own expense the following insurance coverage:

(a) **Workers' Compensation and Employers Liability:** A policy or policies providing protection for employees in the event of job-related injuries.

(b) **Buisness Automobile Liability:** Limits of Insurance of not less than \$1,000,000

City of Schenectady shall be included as Additional Insureds on Contractors Automobile Liability Policy on a primary and non-contributing basis.

(c) **Commercial Umbrella Liability:** Limits of Insurance of not less than \$1,000,000

Umbrella coverage must include as Additional Insureds all entities that are Additional Insureds on the General Liability and the Automobile Liability policies. This insurance for the Additional Insureds shall apply as primary and non-contributing insurance before any insurance or self-insurance, including any deductible, maintained by, or provided to the Additional Insureds.

(d) **Commercial General Liability Insurance:** Limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.

City of Schenectady shall be included as Additional Insureds on the Contractor's Commercial General Liability policy on a primary and non-contributing basis.

SECTION 20: INDEMNIFICATION

20.1 The successful Bidder shall defend, indemnify and save harmless the City of Schenectady, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 21: REMEDY FOR BREACH

21.1 In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the CITY OF SCHENECTADY all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the CITY to procure a substitute contractor to satisfactorily complete the contract work, together with the CITY's own costs incurred in procuring a substitute contractor.

SECTION 22: DELIVERY AND PAYMENT

22.1 All bid prices shall include freight and shall be quoted F.O.B. destination.

22.2 The City of Schenectady operates a formal Purchase Order System. Under **NO** circumstances will the vendor or contractor be paid without a purchase order. Contractor shall deliver only the items specified on the purchase order. Any Contractor who delivers items which are not ordered, or who duplicates or overships items, does so entirely at his own expense. Such shipments will be at no cost or responsibility to the City of Schenectady.

22.3 All deliveries shall be made within ten (10) business days of vendor's receipt of purchase order, unless otherwise specified in this Request for Bids, or as otherwise agreed upon between the vendor and the Purchasing Division.

22.4 Unless otherwise specified by the City, inside delivery is required. Some delivery locations are not equipped with loading docks and no additional compensation shall be paid to vendors for inside delivery at those locations.

22.5 Orders will be placed on an "as-needed" basis by the City of Schenectady departments. There are to be no minimum order amounts required. Bids stipulating minimum quantity or dollar value orders will not be considered.

22.6 Prior to payment, the items furnished and or work performed will be inspected by the Purchasing Supervisor or his designee to determine their conformity to specification. No payment will be made for items or work not meeting specification.

22.7 Payment will be made upon the submission of a completed INVOICE SHOWING ALL WORK PERFORMED OR MATERIALS PROVIDED.

22.8 **The City of Schenectady IS NOT SUBJECT TO FEDERAL, STATE OR LOCAL TAXES.**

SECTION 23: APPRENTICESHIP TRAINING PROGRAMS (NOT REQUIRED FOR THIS BID)

23.1 In accordance with Section 816-b of the New York State Labor Law, contractors and subcontractors of City construction projects with an aggregate value (which shall mean the total cost of all contracts of the project) in excess of \$200,000 or more shall have in place agreements providing appropriate apprenticeship training programs approved by the Commissioner of the Department of Labor for the type and scope of work to be performed, at the time of bid date and prior to entering into a contract with the City of Schenectady.

23.2 A bidder who submits a bid for a City construction contract for which the contract amount is \$200,000 or more **shall submit with the bid package** the following documents **for each apprentice agreement**:

- (a). A copy of the current New York State Department of Labor (NYS DOL) “Apprentice Training Program Registration Agreement” (NYS DOL Agreement) issued to the bidder as a sponsor –or- issued to a NYS DOL apprenticeship sponsor with whom the bidder has an apprenticeship training agreement; AND
- (b). If the bidder is not the named sponsor on the NYS DOL Agreement described in (a), a copy of the apprenticeship training agreement between the bidder and the named sponsor.

SECTION 24: OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE (NOT REQUIRED FOR THIS BID)

24.1 In compliance with NYS Labor Law Sec. 220-h, the contract required for the construction, reconstruction, maintenance and/or repair of the public work herein described, where the total cost of all work to be performed is at least TWO HUNDRED THOUSAND (\$200,000.) DOLLARS, shall require that all laborers, workers, and mechanics employed in the performance of the work on the public work site either by the Contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work herein described, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the U.S. Department of Labor’s Occupational Safety and Health Administration that is at least ten hours in duration.

SECTION 25: AFFIRMATIVE ACTION AND ANTIDISCRIMINATION

25.1 It is the policy of the City of Schenectady that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the City. The City commits itself to a goal oriented Contract Compliance Program which assures that

Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the City of Schenectady that contractors and subcontractors utilize minority and women labor to the greatest extent feasible.

25.2 In bidding on this contract, the contractor acknowledges an understanding of this policy. The contractor shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

25.3 In an effort to assist contractors with compliance attached you will find the following: Article SC19-Affirmative Action Plan and Department of Affirmative Action Compliance Forms.

SECTION 26: ANTI DISCRIMINATION CLAUSE

26.1 Pursuant to Section 220-E of the NYS Labor Law, regarding provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works, the Contractor agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) 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, creed, color, disability, gender, marital status, military status, sexual orientation or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty 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; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys 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; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

SECTION 27: SUBCONTRACTORS (NOT REQUIRED FOR THIS BID)

27.1 When the preparation of separate specifications is not required, each bidder must submit with its bid a separate sealed list that names each subcontractor that the bidder will use to perform the work on the contract, and the agreed upon amount to be paid to each, for (1) plumbing and gas fitting, (2) steam heating, hot water heating, ventilating and air

conditioning apparatus, and (3) electric wiring and standard illuminating fixtures. After the low bid is announced, the sealed list submitted with the low bid must be opened and the names of the subcontractors announced. The sealed lists submitted by all other bidders must be returned unopened after the award of the contract.

~~Any subsequent change in subject specifications, (2) a change in total bid price and subcontractor must~~
costs, (3) a change in subcontractor status as determined pursuant to Labor Law §222(2)(e), relative to project labor agreements, or (4) a situation in which the subcontractor has become otherwise unwilling, unable or unavailable to perform the subcontract.

SECTION 28: INTERPRETATION

28.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFB, and/or, the Agreement (between the City and the successful bidder/proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFB; 3) the Contractor's bid.

SECTION 29: NON APPROPRIATIONS CLAUSE

29.1 Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the City for payment under this Agreement. The City will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

SECTION 30: IRANIAN ENERGY SECTOR DIVESTMENT

30.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment," in that said Contractor/Proposer has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

30.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

30.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

(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 its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).”

30.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The City reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

(1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

(2) The City of Schenectady has made a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City of Schenectady would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the City in writing and shall be a public document.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of New York _____)
County of _____)SS.

_____, being first duly sworn, deposes and says that:

- (1) He is _____ of _____ the Bidder that has submitted the attached bid:
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances in relation to such Bid:
- (3) Such bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, conceived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against _____ (Local Public Agency) or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title: _____

Subscribed and sworn to before me
this _____ day of _____, 20____

Notary Public
My commission expires: _____

**Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law
Iranian Energy Sector Divestment**

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
 - 1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature _____

Name Printed: _____

Title: _____

Company Name: _____

Date: _____

CITY OF SCHENECTADY

BIDDING SHEET

PROPOSAL

BIDS TO BE RECEIVED UNTIL 10:30 A.M. EASTERN DAYLIGHT SAVINGS TIME ON MARCH 15, 2017.

The undersigned proposes to furnish and deliver the fertilizer, pesticides & turf supplies in accordance with specifications on file in the Purchasing Office of the Finance Department for the following prices:

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>APPROX. QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
1	Lexicon Intrinsic Fungicide	210	OZ.		
2	Chipco 26 GT AI: 50% Iprodione	40	GAL.		
3	Banner Maxx AI: 14% Propiconazole	30	GAL.		
4	Ensign 720 AI: 54% Chlorothalonil	60	GAL.		
5	Secure Fungicide	2.5	GAL.		
6	Dimension Granular 0.0.7 Mini 50 lb. bags	4000	LBS.		
7	Tebuconazole 3.6 F AI: 38.7%	8	GAL.		
8	Regalia Biofungicide	8	GAL.		
9	Medallion 50 WP AI: Fludioxonil	32	OZ.		
10	Bayleton 50W AI: Triademefon	7.5	GAL.		
11	Primo Maxx AI: 11.3% Trinexapac Ethyl.	12	GAL.		
12	Greens Fertilizer 18-0-18 70%srn Micros pkg	2000	LBS.		
13	BrushMaster Herbicide	10	GAL.		

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>APPROX. QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
14	Proxy AI: 21.7% Ethephon	25	GAL.		
15	Nutri-Grow Magnum 2-40-16 Foliar Nutrient	80	GAL.		
16	Foliar Fertilizer 18-0-6 50% srn	150	GAL.		
17	Ferrence Insecticide 96 oz. Container	192	OZ.		
18	Sync Fungicide Activator	16	PTS.		
19	Fleet Wetting Agent	20	GAL.		
20	Fairway Fertilizer Mini 19-0-19 70%srn	5000	LBS.		
21	Earth-Max Humic/Fulvic Acids 2.5 Gallon Container	20	GAL.		
22	Bio-Max 4-0-0 w/ FE, MN & Kelp Extract 2.5 Gallon Container	20	GAL.		
23	Triple Crown T&O Insecticide	10	GAL.		
24	Provaunt	96	OZ.		
25	Salt Rx 0.0.5 2.5 Gallon Container	10	GAL.		
26	SST 26% Silica 2.5 Gallon Container	10	GAL.		
27	Granulated Gypsum Greens Grade (SGN_120)	1250	LBS.		
28	El-Max Turf Nector Ac 15-0-0	120	GAL.		
29	Starter Fertilizer Mini	1000	LBS.		
30	Fairway Fertilizer 30-0-9 80% Duration	5000	LBS.		
31	Landscape Seed Mix 40% Kentucky Blue Grass, 30% Creeping Red Fescue, 30% Perennial Rye Grass,	600	LBS.		
32	007 Creeping Bentgrass 98% Pure, 90% Germination Blue Label Certified Container Size: 25 lb. Bag	100	LBS.		
33	NE Tee Mix – 15% Creeping Bentgrass, 35% Chewing Fescue, 50% Perennial Ryegrass	1200	LBS.		
34	Links Fine Fescue Mixture 25% Chewing Fescue, 25% Creeping Red Fescue, 25% Sheep Fescue, 25% hard Fescue	300	LBS.		
35	Drive xlr8	5	GAL.		

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>APPROX. QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
36	Speedzone	10	GAL.		
37	Hydro Mulch 70% Wood/30% Paper w/Tackifier 50 Lb.	3000	LBS.		
38	Green Divot Mix Sand 50 Lb. Bag	2000	LBS		
	DELIVERY _____ CALENDAR DAYS AFTER AWARD				
	TOTAL BID AMOUNT ITEMS 1 – 38				
	TOTAL BID AMOUNT ITEMS 1 – 38 WRITTEN IN WORDS				

CERTIFIED CHECK, BID BOND OR BANK CHECK IN THE AMOUNT OF 5% (FIVE PERCENT) OF TOTAL TO ACCOMPANY ALL BIDS.

BIDDERS ARE REQUIRED TO MAKE ITEM BY ITEM COMPARISON WITH THE DETAILED SPECIFICATION. FAILURE TO DO SO MAY RESULT IN THE BID BEING CLASSIFIED AS IRREGULAR AND REJECTED. (SEE GENERAL INFORMATION - INFORMATION TO BE SUBMITTED WITH BID). BIDDERS ARE NOT REQUIRED TO BID ON EVERY ITEM IN THIS BID LIST.

1 (ONE) ORIGINAL AND 12 (TWELVE) COPIES OF THIS FORM MUST BE PROVIDED AS PART OF THE BID PACKAGE.

BIDDER NAME: _____
 BIDDER ADDRESS: _____

SIGNATURE OF BIDDER: _____

DATE: _____

BID CERTIFICATON SHEET

I HEREBY CERTIFY THAT I HAVE READ THE NOTICE TO BIDDERS, GENERAL INFORMATION, SPECIFICATIONS, ADDENDUM (IF ANY ATTACHED), BIDDING SHEET, AND ANY OTHER INFORMATION PERTINENT TO THIS BID. FAILING TO COMPLY WITH THE ABOVE SHALL CAUSE BID TO BE REJECTED AS INFORMAL AND CONSIDERATION WILL NOT BE GIVEN BY THE CITY OF SCHENECTADY.

SIGNED

TITLE

(SIGNED COPY MUST BE RETURNED WITH BID)

BIDDER QUALIFICATION FORM

The undersigned guarantees the accuracy of all statements and answers herein contained.
(Please print in ink).

1. How many years has your firm been in business? _____ years.

2. List Golf Course Customers or other similar agreements presently under contract by your firm, the dollar volume of the contract and the dates the contract is in effect.

3. Have you ever failed to complete work awarded to you? If so, state where and why.

4. Please provide the name, address and telephone number of an individual who represents each of the following and whom the City may contact to investigate your financial responsibility; a surety, a bank and a major material supplier.

5. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name). It is absolutely necessary that this information be furnished.

CORPORATE/BUSINESS INFORMATION

- a) The business is a _____
- b) The address of principal place of business is: _____

- c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

SIGNED

DATE

PRINT NAME

TITLE

GENERAL:

In addition to the foregoing, the City may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the City, within five (5) days of a request, all such information and data for this purpose as may be requested. The City reserves the right to reject any bid if the information submitted by, or investigation of, a bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

DISQUALIFICATION:

1. The City reserves the right to refuse to issue Bidding Documents to a prospective bidder should such bidder be in default for any of the following reasons:
 - a. Failure to comply with any pre-qualification regulations of the City, if such regulations are cited, or otherwise included, in the Bidding Documents as a requirement for bidding.
 - b. Bidder's failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the City issues the Bidding Documents to a prospective bidder.
 - c. Bidder's default under previous contracts with the City.
 - d. Bidder's unsatisfactory work on previous contracts with the City.
2. Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.
3. The City reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
4. Bids will be considered irregular and shall be subject to rejection for the following reasons:

- a. If the bid is on a form other than that furnished by the City, or, if the City's form is altered, or, if any part of the bidding documents is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.
- c. If the bid is not accompanied by the bid security specified.

Information for Commodity Bids

All bid prices shall include freight and shall be quoted F.O.B. destination.

The City operates a formal Purchase Order System. Under **NO** circumstances will the supplier or contractor be paid without a purchase order. Contractor shall deliver only the items specified on the purchase order. Any Contractor who delivers items which are not ordered, or who duplicates or over ships items, does so entirely at his own expense. Such shipments will be at no cost or responsibility to City.

All deliveries shall be made within ten (10) business days of vendor's receipt of purchase order, unless otherwise specified in this Request for Bids, or as otherwise agreed upon between the vendor and the Purchasing Division.

Unless otherwise specified by the City, inside delivery is required. Some delivery locations are not equipped with loading docks and no additional compensation shall be paid to vendors for inside delivery at those locations.

Orders may be placed on an "as-needed" basis by City departments. There are to be no minimum order amounts required. Bids stipulating minimum quantity or dollar value orders will not be considered.

CONTRACTOR TO INDEMNIFY CITY:

The successful Bidder shall defend, indemnify and save harmless the City, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

The Contractor shall further indemnify, protect and defend the City against any claims for fees or damages on account of infringement of any patent right or patented article or method that may be used in the work.