

**CITY OF SCHENECTADY
REQUEST FOR BIDS**



**Installation of Emergency Aftermarket
Equipment in City of Schenectady Police
Department Vehicles**

CITY OF SCHENECTADY PURCHASING DEPARTMENT

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
April 12, 2017**

City of Schenectady – Bid for the Installation of Aftermarket Emergency Equipment for City of Schenectady Police cars.

Notice to Bidders:

Sealed proposals will be received by the Committee on Bids of the City of Schenectady, New York until **10:30 A.M. Eastern Daylight Saving Time on Wednesday, the 12th day of April, 2017,** in the office of the City Clerk, Room #107, City Hall, Jay Street, where they shall be time and date stamped before depositing in the bid proposal box. Any bid must be in a sealed envelope clearly endorsed on the outside with a description of the work for which the bid is being submitted. This project shall be referenced as: "**INSTALLATION OF EMERGENCY AFTERMARKET EQUIPMENT FOR THE CITY OF SCHENECTADY POLICE DEPARTMENT**" in accordance with the specifications on file in the Purchasing Department.

Each bid must be submitted on Bidding Sheets that may be obtained either from the City or through the Empire State Bid System (www.EmpireStateBidSystem.com). The specifications and bidding sheets may be examined in the office of Purchasing Division, Room #102, City Hall, Jay Street, Schenectady, N.Y., 12305. The specifications may also be obtained through the Empire State Bid System referenced above at no charge.

WOMEN AND MINORITY OWNED BUSINESSES ARE ENCOURAGED TO SUBMIT PROPOSALS. Schenectady is an Equal Opportunity Employment/Affirmative Action employer.

The right is reserved to reject any and all proposals or any part thereof.

CITY COUNCIL
BY: CHARLES THORNE
CITY CLERK

SPECIFICATIONS

It is the intent of these specifications to obtain bids to install aftermarket emergency equipment in 11 (eleven) new 2017 Vehicles (4 Ford Interceptor Police Sedan Patrol Vehicles, 3 Ford Interceptor Utility Vehicles, and 4 Chevrolet Impalas) for the City of Schenectady. The City will provide the vehicles. The vendor shall provide and install the equipment and provide incidental supplies as outlined below. The work shall be performed in accordance with the vehicle and equipment manufacturer's installation procedures. All components shall be completely installed, connected and operational when vehicles are returned to the City of Schenectady. The scope of work is as follows:

INSTALL the following equipment:

Equipment Description	Sedans	Utilities	Impalas
BLUEPrint Core			
ENGCC10214 Central Controller	4	3	
ENGND04101 Remote Node	4	3	
ENGCP18001 Siren Panel	4	3	
ENGSA07141 480 Siren with High Amp Outputs	4	3	
ETSS100N Soundoff Signal Composite Siren Speaker	4	3	4
ETSA200R Soundoff Signal 200R Compact Siren			4
Materials			
Custom Engineered Electrical Harness with BLUEPrint Harness Ends Pinned Out (No Splice Connectors, Minimum of 12 Different Wire Colors)	4	3	4
Additional Supplies Needed for Clean Install	4	3	4
50A Hi-Amp Circuit Breakers W/ Manual Trip	4	3	
100A Hi-Amp Circuit Breakers W/ Manual Trip	4	3	4
Radio Antenna (NO Splices In Wire)	4	3	4
Mic Clip	8	6	8
Fuse Block			4
Setina			
PK1125ITS12	4		
PK11251TU12 XL Partition W/ Recess Panel		3	
PK01231TU122ND Cargo Partition Vinyl Coated Expanded Metal		3	
BK2032ITS12 4-Light Push Bumper Light Color Red/White	4		
BK20441TU16 4-Light Push Bumper Light Color Red/White		3	
VK0191ITS12 Lower Grill Guard	4		
TK1199ITS12 1/2 Trunk Tray	4		
WK05131TS12 Window Steel Vertical Kit	4		

	Sedans	Utilities	Impalas
WK05141TU12 Window Steel Vertical Kit		3	
QK04891TS12 Plastic Seat W/ Center Pull Seatbelt System	4		
QK04941TU12 Plastic Seat W/ Center Pull Seatbelt System		3	
GK10271UHKSSCA Universal Weapon Mount	4	3	
Havis - Computer			
C-DMM-122 Computer Dash Mount	4		
C-DMM-123 Computer Dash Mount		3	
UT-101 Computer Universal Laptop Mount	4	3	
Havis - Console			
C-VS-1308-INUT 21" Center Console		3	
C-VS-1508-INSE 23" Center Console	4		
C-CUP2-1 Cup Holder	4	3	
C-AP-0325 Accessory Pocket	4	3	
C-ARPB-101 Pentax/Brother Printer Armrest	4	3	
C-SM-SA-1 Mounting Bracket W/ Swing Arm	4	3	
C-MD-204 Swivel Mount	4	3	
C-KBM-101 Keyboard Mount	4	3	
C-LP-3 12V Accessory Plug 3-Position	4	3	
USB - USB Port	4		
Soundoff Signal - Lights			
ENFLB Soundoff Signal Nforce Exterior 48"Lightbar with Arrow and Scene Lighting Dual Color	4		
ENFLB Soundoff Signal Nforce Exterior 54"Lightbar with Arrow and Scene Lighting Dual Color		3	
PMP2BKDGA MPower Brackets 90-Degree	16	12	
EMPS2STS4RW Soundoff Signal MPower Dual Color R/W (In Headlight Pockets)	8	6	
EMPS2STS4RW Soundoff Signal MPower Dual Color R/B/W (Installed in Back Windows Area)	8		
PNFSLHLBUV Headlight Bracket Kit	8	3	
EMPS2STS4RW Soundoff Signal Mpower Dual Color R/B/W (Installed in Back Windows Cargo Area)		12	
EMPS1STS Soundoff Signal MPower 3" R/W & B/W (Install in Trunk - Visible When Open)	8	6	8
EMPS2STS4 Soundoff Signal NForce MPower Lights Color R/A/W & B/A/W (Install on Trunk Lid Exterior)	8		
ENFFTSRFS9BRW Soundoff Signal Nforce Fit Recess Mount (Install in Back Hatch Bottom When Open)		6	
EMPS2STS4 Soundoff Signal NForce MPower Lights Color R/A/W & B/A/W (Install on Sides of License Plates)		6	8
ELUC2S010 Soundoff Signal Undercover Hide-A-Ways 2 Blue (Install in Rear Tail Light Housing)	8	6	
ENFSGS Soundoff Signal NForce Deck Lights R/B	8		8
ETFBSSN-P Soundoff Signal Tail Light Flasher	8		4

ETHFSS-SP Soundoff Signal Headlight Flasher	4	3	4
LED Reverse Bulb Upgrade		3	
Fabricate Protective Equipment Cabinet. Mount to Rear Cargo Partition.		3	
Stripe Vehicle and Fabricate New License Plates To Match Existing Fleet or Supplied Drawings (MUST USE 3M Reflective Air Egress 780	4	3	
EMPS2STS4RW Soundoff Signal Mpower Dual Color R/B/W (Installed in Grill)	8		8
BRACKET MPower Grill Light Bracket			4

- Install all components in locations as determined by the City of Schenectady
- Install and connect all required wiring and cables.
- Install power distribution and circuit protection in a central and convenient location.
- Vendor shall supply hardware, connectors, primary wiring, power distribution and circuit protection as noted in the materials.
- One year workmanship warranty.

Transportation

Vendor's work location must be within 10-miles of the City of Schenectady Police Headquarters facility.

SECTION 1: BID IDENTIFICATION

1.1 Title: **Installation of Emergency Aftermarket Equipment in City of Schenectady Police Department Vehicles**

1.2 Requesting Department: **Police Department**

SECTION 2: PURPOSE

2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for the purchase and installation of aftermarket emergency equipment for 11 Police Department vehicles.

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 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, Eastern Daylight Saving Time, Wednesday, April 12th, 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.

SECTION 5: TERM OF BID

- 5.1 The bid shall be in effect from the date of contract execution until completion of all work 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 **five percent (5%) IN UNITED STATES CURRENCY** 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 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 seven (7) days after the award of contract to the successful Bidder.

SECTION 7: QUALIFICATION OF BIDDER

7.1 All bidders shall submit the Bidder Qualification Questionnaire as part of the bid. Each bid must contain evidence of the bidder's qualification to do business in New York State or covenant to obtain such qualification prior to award.

7.2 All bidders shall submit the Vendor Responsibility Questionnaire 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 work is not completed 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 DOLLARS (\$200.00) for each day that expires after the time specified for Substantial Completion until the work is substantially complete. After Substantial Completion, if the successful Bidder shall neglect, refuse, or fail to complete the remaining work 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 DOLLARS (\$200.00) 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 APPLICABLE 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 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 (NOT VALID FOR THIS BID. SPECIFIED NAME BRAND ONLY)

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.

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 THIS SECTION LEFT BLANK INTENTIONALLY

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.

The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the City, within the contract between the City of Schenectady and the apparent successful Bidder: the successful Bidder's bid, this Request For Bids and any written Addenda issued by the City of Schenectady in response to inquiries of prospective bidders as set forth in Section 12.2 hereof.

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: PERFORMANCE BOND

18.1 A separate Performance Bond in a form satisfactory to the City of Schenectady Purchasing supervisor and the City of Schenectady Corporation Counsel, or its cash equivalent, equal to **fifty percent (50%)** is required of the successful Bidder. The successful Bidder to whom the contract is awarded shall within seven (7) days after the date of notification of the acceptance of its bid, provide security as required by the contract in a form acceptable by the City.

In case of its failure to do so, or in case of its failure to give further security as herein prescribed, the successful Bidder will be considered as having abandoned the same and the certified check or other bid security accompanying its bid shall be forfeited to the City of Schenectady.

18.2 City of Schenectady reserves the right to waive the required Performance Bond provided the successful Bidder is able to provide other forms of assurances for completion of its services in a timely manner.

SECTION 19: INSURANCE REQUIREMENTS

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 Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.
- (b) **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$1,000,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction

of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.

- (c) **Umbrella Liability Insurance:** A policy or policies with Umbrella Coverage with limits of not less than:

Liability For:	Combined Single Limit
All Other Circumstances	\$1,000,000

- (d) **General Liability Insurance:** A policy or policies of comprehensive all-risk insurance with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000

19.2 Each policy of insurance required shall be of form and content satisfactory to the City of Schenectady Corporation Counsel.

- (a) The City of Schenectady shall be named as an additional named insured on all liability policies. **The bid name and/or number must appear on the policy.**
- (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to City of Schenectady. It shall be automatically renewed upon expiration and continued in force unless the City of Schenectady is given at least thirty (30) days written notice to the contrary.

19.3 No work shall be commenced under the contract or purchase order until the successful Bidder has delivered to the City Purchasing Supervisor or his designee proof of issuance of all policies of insurance required by the contract to be procured by the successful Bidder. If at any time, any of said policies shall expire or become unsatisfactory to the City, the successful Bidder shall promptly obtain a new policy and submit proof of insurance of the same to the City for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the City, be forthwith declared suspended, discontinued or terminated. Failure of the successful Bidder to procure and maintain any required insurance shall not relieve the successful Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

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 for services will be made upon the submission of a completed invoice detailing the services performed, the dates the services were performed, and the materials (if any) that were used for these services..

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

SECTION 23: APPRENTICESHIP TRAINING PROGRAMS **(DOES NOT APPLY TO 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 **(DOES NOT APPLY TO 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

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.

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.

BID PROPOSAL
CITY OF SCHENECTADY
AFTERMARKET EMERGENCY EQUIPMENT

BIDDER'S NAME

ADDRESS

CITY STATE ZIP

TELEPHONE NUMBER

Federal Tax ID Number

BASE BID –INSTALLATION OF EQUIPMENT PER SPECIFICATIONS;

11 Vehicles according to Specifications as listed (TOTAL) \$ _____

Hourly Rate to Install Additional Equipment \$ _____

DELIVERY TIME: _____ days from award to completion.

Signed

Title

Date

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: _____

BIDDER'S QUALIFICATIONS

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 up to three (3) projects of this nature that you have completed in the last three (3) years and give the name, address and telephone number of a reference from each. Also, give the original contract bid price and the completed cost of each project listed.

3. List vehicle outfitting contracts or other similar agreements presently under contract by your firm, the dollar volume of the contract and the dates the contract is in effect.

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

5. Do you plan to sublet any part of this work? If so, give details.

6. What equipment resources do you have available to meet the needs of this lease agreement?

7. Do you plan to rent or purchase additional equipment for this work?

8. Give 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.

9. 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.

CORPORATION/BUSINESS NAME OF BIDDER

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:

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.

City of Schenectady
Affirmative Action Office
Compliance Forms

COUNTY OF SCHENECTADY

SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE

The Affirmative Action Office monitors subcontracting and labor participation for contracts let by agencies and authorities of Schenectady County . **The Schedule of M/W/DBE and Labor Performance must be completed and submitted within fifteen days of receiving the Notice of Award.** The figures represent the contractor's best estimate of workforce needs and minority/female representation of that workforce. Questions regarding completion of this form can be directed to the County of Schenectady, Affirmative Action Office at 518-388-4233 ext. 4171 or 4168.

Contractor: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax Number: _____

Federal ID No.: _____

Project Name: _____ Project Cost: _____ Completion Date: _____

Contract Description: _____

Bidder is an approved ___ MBE ___ WBE If yes, specify agency: _____

Joint Venture

MBE/WBE participation is broken down into Joint Ventures with Bidder, Subcontracting Construction, Trucking or Services, and Materials or Supplies. Joint ventures between the Prime Bidder and MBE/WBE firms are shown below. Joint Ventures with Bidder (check one) :

No MBE/WBE joint ventures with Bidder on this Contract.

Bidder is joint venturing with the following firm(s)

(attach a copy of joint venture agreements to this form)

Name: _____ Address: _____

City/State/Zip: _____

Telephone: _____

Federal ID No: _____

MBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

WBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

Sub-contractor Performance

MBE Goal: 7% x Total Bid Amount = \$ _____

WBE Goal: 5% x Total Bid Amount = \$ _____

Please provide the information requested for **all** subcontractors participating on this project (include MBE/WBE/DBE firms).

Sub-contractor Name, Address, Phone	Amount of Sub-contract & Award Date	Description of Work (Trade)	Start Date _____ Completion Date	Contracted Payment Schedule
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				

<input type="checkbox"/> MBE <input type="checkbox"/> WBE				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				

I, _____, representative of _____ declare

that the information provided is true and represents accurately my firms efforts to comply with the Affirmative Action Policy. We shall continue to make every effort to ensure that M/W/DBE firms have the maximum opportunity to compete for, and perform contracts let by the County and City of Schenectady.

Signature: _____

Date: _____

SUBMIT MONTHLY

FORM C

**County of Schenectady
Monthly Utilization Report**

This report must be completed by each firm working on the site and submitted to the General Contractor on a monthly basis. The General Contractor forwards the reports to the County of Schenectady, Division of Affirmative Action, 620 State Street, Second Floor, Second Floor, NY 12305. Fax (518) 388-4235 For assistance call (518) 388-4171 ext 4171 or 4168.

Contractor: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax Number: _____

Federal ID No.: _____

Project Name: _____

Project Cost: _____ Completion Date: _____

Reporting Period: _____ Month _____ Year

Trade	Number of Hours Worked by Minorities	Number of Hours Worked by Women	Number of Hours Worked by Non-Minorities	Total Hours Worked
Total(s)				

Information provided by (please print): _____ Date: _____

(See over for instructions)

M/W/DBE Payments

M/W/DBE Firm (s) Participating On The Project	Payments Made This Month	Payments Made To Date

INSTRUCTIONS

This form must be completed and submitted by the Contractor/Vendor by the **10th** of each month for the duration of the contract. The form must be accompanied by copies of checks (front and back) made payable to MBE/WBE subcontractor and suppliers.

This form is required pursuant to the contract specifications. Failure to submit will result in non-compliance.

County of Schenectady

Affirmative Action Office

620 State Street, Second Floor, Schenectady, NY 12305

Phone: (518) 388-4233 ext. 4171 and 4168

NOTE: IF THERE IS NO ACTIVITY FOR THE REPORTING PERIOD, PLEASE NOTE ACCORDINGLY.

Waiver Request for Subcontracting and/or Labor Performance

If your firm has determined that it is not feasible to meet the subcontracting and/or labor performance goals specified in the contract, complete and return this form within fifteen days of the Intent to Award. The request must identify reasons why the firm cannot reach the labor and subcontractor goals applicable. The Affirmative Action Office will evaluate each waiver individually. Please be advised that submission of this request does not guarantee waiver of the requirements. Attach additional sheets if necessary.

Contractor: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax Number: _____

Federal ID No.: _____

Contract Type/Number: _____

Project Cost: _____

Request Waiver of Minority/Woman Labor Participation Goal. Please explain:

Actions taken to include minority/women labor

Request Waiver of Minority Subcontractor Participation Goal. Please explain:

Actions taken to include MBE and/or WBE Subcontractor(s)

Name (please print)

Signature

Title