

NOTICE TO BIDDERS

NOTICE IS HERE BY GIVEN that sealed bids will be received in the office of the Village Clerk of the Village of South Nyack for **Chain Link Fence** until 10:00 A.M. on **SEPTEMBER 8, 2021**

All bids must be addressed to the Village Clerk, Village of South Nyack, 282 South Broadway, South Nyack, New York 10960 and have the words “**Chain Link Fence**” on the outside of the envelope. Bids will be publicly opened and read aloud at the aforementioned time and place. All bidders are required to sign and comply with the Non-Collusion Statement attached to the bid documents and to include such Statement with their bid. Bidders are required to submit, with their bid, a bid bond or certified check in the amount of \$1,500.00 to guarantee execution of a contract with the successful bidder.

Specifications, bid blanks and all necessary information may be obtained at the Office of the Village Clerk between the hours of 9 A.M. and 4 P.M. Mondays through Fridays, exclusive of holidays. Bid documents are also available on the village website – southnyack.ny.gov

Please take further notice that the Board of Trustees for the Village of South Nyack, reserves the right to accept or reject any and all bids or any parts thereof collectively or individually.

Dated: AUGUST 13,2021

By Order of the Board of Trustees
Village of South Nyack

Jill Schwarz, Village Clerk

GENERAL INSTRUCTIONS TO BIDDERS

1. All bid proposals must be submitted on the official form provided by the Village of South Nyack.
2. Each proposal shall be clearly marked on the outside of the envelope as a sealed bid.
3. No responsibility will be attached to any Village employee or representative for the premature opening of a bid not properly addressed and identified.
4. The Village reserves the right to accept or reject any or all bids or any parts thereof. The Village also reserves the right to waive any irregularities or informalities in the bidding.
5. Failure of the bidder to sign and to have the signature of an authorized representative or agency on the bid proposal, in the space provided, may be cause for rejection of the bid.
6. Any bidder may withdraw his/her bid any time before the time set for opening of bids. **NO BID MAY BE WITHDRAWN AFTER BIDS ARE OPENED.**
7. Pursuant to Section 103-d of the General Municipal Law, as amended, all bids must be accompanied by a statement of non-collusion subscribed and affirmed by the bidder.

This statement is attached hereto and must be fully executed and submitted with the bid. Failure to submit this statement, properly executed, will result in rejection of the bid.
8. Bidders shall comply with the provisions of Section 296 of the Executive Law of the State of New York which prohibits discrimination because of age, race, creed, color, sex or national origin in the hiring, firing or promotion of an employee.
9. Bidders shall comply with the provisions of Section 220 of the Labor Law of the State of New York with reference to wages, workday, work week, overtime, and all other provisions of said law.
10. Bidders shall comply with all other applicable Federal, State, and local laws relating to the operation of its business and shall, at its own cost and expense, obtain any and all permits required by law for said operation.
11. Prices should be quoted without Federal Excise Tax, Sales Tax or Transportation Tax, as the Village is exempt from such taxes.
12. Bidders are requested to submit unit prices as set forth on the Proposal Sheet as the work to be performed is on an as-needed basis.
13. Bid proposals must be held open by the bidder for a period of two years.

14. A bid bond or certified check in the amount of \$1,500.00 shall be submitted with the bid to guarantee execution of a contract by the successful bidder.
15. All bidders are required to complete and submit the Qualifications Questionnaire with their bid. Failure to submit the Questionnaire may result in rejection of the bid. After opening of bids and prior to the award of a contract, the Board of Trustees may require any bidder to submit, in addition to any information furnished with the bid, documentary evidence in support of the statements in the Questionnaire or the answers to any other questions that the Board of Trustees deems relevant to performance of the work required hereunder.
16. After the opening of bids and prior to the award of a contract, the Board of Trustees may require any bidder to submit references or other evidence of the bidder's financial or other ability to perform the work in the bid specification or such other information as deemed relevant by the Board of Trustees.
17. The successful bidder shall, at the time of execution of the contract, submit a certificate of insurance showing liability insurance coverage in the minimum amount of \$1,000,000. per person for bodily injury, \$3,000,000. for each occurrence, and \$500,000. property damage for each occurrence, in addition to the statutory limits for Workers' Compensation and Disability Insurance. The Village of South Nyack shall be named as an additional insured on said certificate. The successful bidder shall indemnify and hold the Village of South Nyack, its officers, and employees harmless from and against any claims for damages that may be brought as a result of the performance of the work hereunder.
18. Once contract has been executed, contractor will start work within ten (10) working days of notification by the Village that work is to begin, weather permitting, and shall continue each and every day thereafter, except weekends and holidays, weather permitting, until completion of all work required hereunder.
19. Bidders are encouraged to contact Mr. James Johnson, Superintendent of Public Works, for specific locations of fence.
20. Bidders understand that they are bidding on a unit price
21. The Village may employ multiple vendors.
22. Contractor is responsible for meeting all New York State Prevailing Wage Article 8 and Certified Payroll for all services being provided by the contractor and any sub-contractor and submitting weekly certified payroll sheets.
23. The work site shall be kept in an orderly and safe fashion so as not to interfere with residential use of their properties
24. The contractor is responsible for any and all mark outs, and is responsible for repairing and replacing anything damaged by his operation

25. The contractor is required to have a labor force adequate to perform the work in an efficient and expeditious manner.
26. The contractor shall have the necessary safety equipment to adhere to all OSHA and Village of South Nyack safety rules while the work is in progress. Contractor is responsible for any damage to vehicles or structures resulting from the Contractors negligence.
27. Work must be performed during the hours of 8:00 am and 5:00 pm Monday through Friday. No work is to be performed outside of these hours without authorization from the Village of south Nyack.
28. All work must be guaranteed for a period of one (1) year from date of final acceptance.

CERTIFICATION OF COMPLIANCE LABOR REGULATIONS

1. Prevailing Wage Rate

- The contractor agrees to comply with the schedule of wages applicable to the performance of the said contract and the statutory requirements and rules of the State of New York.
- Where delivery and installation of materials is required, the contractor agrees to comply with Article 8-Public Work, of the NYS Labor Law and its current prevailing wage schedule.
- Where delivery in place is required, the contractor agrees to comply with Article 9, Prevailing Wages for Building Service Employees, of the NYS Labor Law and its current prevailing wage schedule.
- The contractor acknowledges their obligation and agrees to furnish Certified Payrolls with each and every invoice requesting payment to the Village. No payment will be made to the contractor without receipt of the required Certified Payrolls.
- The contractor and all subcontractors also agree to post a notice at each job site the includes the Telephone number and address for the New York State department of Labor and a statement informing laborers, workers, or mechanics of their right to contact the Department of Labor if he/she is not receiving proper prevailing wage rates and/or supplements for his /her particular job classification

2. Labor Laws

- The contractor certifies compliance with all the provisions of laws in the State of New York and the United States of America which affect municipalities and municipal contracts, and more particularly the Labor Law, the Immigration and Naturalization Laws and regulations, the General Municipal Law, the Workers Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, Local and Municipal Health Laws, and any and all regulations promulgated by the State of New York, insofar as the same shall be applicable to the contract awarded to the contractor.

3. Social Security Taxes

- The contractor promises and agrees to pay the taxes measured by the wages of their employees required by the Federal Social Security Act and all amendments therto, and to accept the exclusive liability for said taxes.

Sworn to me this ____ day of _____ 2021

Notary Public, _____ County.

Signature & Company Position

Printed and Company Name

Date

NON-DISCRIMINATION AND AFFIRMATIVE ACTION POLICY FOR THE PROJECT

Bidder acknowledges and represents that it will abide by and comply with all State, Federal, and local laws protecting and advocating for Minority and Women-Owned Business Enterprise participation.

Bidder shall (i) not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) if legally required, undertake or continue existing programs of affirmative action to ensure that Minority Group Members and women are afforded equal employment opportunities, and (iii) make conscientious and active efforts to employ and utilize M/WBEs, Minority Group Members and women in its workforce on contracts. Such action shall be taken with reference to, but not limited to, solicitations or advertisements for employment, recruitment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

BID PROPOSAL

Board of Trustees
Village of South Nyack
282 South Broadway
South Nyack, New York 10960

Dear Board Members:

The undersigned, having familiarized themselves with the existing conditions of the work site, and with the Contract Documents which include the Notice, General Instructions to Bidders, Technical Specifications, and all other documents, hereby proposes to furnish all labor, materials, equipment, technical personnel, supervision, and services necessary to perform the work set forth in the Contract Documents in a safe, clean and workmanlike manner, hereby submits the following bid for Chain Link Fence Remove and Install, in the Village of South Nyack. The bidder understands that the work to be performed will exceed the sum of \$1,000.00.

Unit Price
Chain Link Fence _____

DATE: _____

Name of Contractor

OFFICE PHONE: _____

Signature of Principal

Address _____

NON-COLLUSION BIDDING CERTIFICATION

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

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any manner relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalty of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in his behalf.
- (5) That attached hereto (if a corporate bidder) is a certified copy of a resolution authorizing the execution of this certificate by the signator of this bid or proposal on behalf of the corporate bidder.

Sign Here _____

Title: _____

Sworn to before me this

_____ Day of _____, 2021.

Notary Public

Resolved that _____ be authorized to sign and submit the bid or proposal of this corporation for the following project _____

(Describe project)

and to include in such bid or proposal the certificate as to non-collusion required in each bid by Section 103-d of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or mis-statements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____ Corporation at a meeting of its Board of Director held on this ____ day of _____ 2021.

(Seal of the Corporation)

Secretary

Sworn to before me this
____ Day of _____ 2021.

Notary Public

QUALIFICATIONS QUESTIONNAIRE

ANSWERS TO THE FOLLOWING QUESTIONS ARE REQUIRED TO BE SUBMITTED
WITH YOUR BID FOR REPLACEMENT FENCE

Name of Bidder_____

Address of Bidder_____

Telephone No.() -

1. How many years has your organizations been in business under. its present name?
2. How many years has your organization been in the business of construction, replacement, installation of fences?
3. What types of work does your organization perform?
4. List the names and telephone numbers of other municipalities for whom you have performed fence work, dates, and location of the projects.
5. State the name of your current insurance carrier, limits of liability and name and telephone number of insurance agent.
6. Has your insurance carrier ever had to pay claims for injury to persons or property resulting from your fence work?

If the answer to this question is yes, please explain.

TECHNICAL SPECIFICATIONS

1.

- Removal of existing fence and complete installation of new fence
- Contractor is responsible to remove existing fence and dispose of it off site
- Approximately 518 feet of fence is to be replaced
- Terminal posts shall be 3 inch “OD LG-40 3.12 lbs per foot set in 36 inch deep by 12-inch-wide footing
- Line posts shall be 2-1/2” OD LG-40 2.28 lbs per foot pvc coated black LG_40 pipe set in 36 inch deep by 10-inch-wide footings
- Top rail 1-5/8-inch OD x 21 feet long LG-40 PIPE 1.84 lbs per foot black pvc coated
- Top rail connectors 6-inch long pvc coated black PS sleeve
- Line posts are to be set 8 foot on centers in 36 inch deep by 10 inch wide footing
- Fence Fabric 48-inch KK vinyl coated 2-inch mesh
- Tension wire for bottom of fence 6 gauge black coated
- Tension wire connected with 9 gauge 1-9/16-inch hog rings spaced 24 inches on center
- All fittings’ caps, carriage bolts, nuts, tension bars, bands, offsets, to be heavy black vinyl coated
- Tie wires to be black vinyl coated 9 gauge 6-1/2 inch, spaced 15 inch on center for line posts and 24-inch center for rails
- Post footing if hand mixed shall be 80lb bags of concrete
- Fabric to be set just above the existing grade

Contractor is required to coordinate with public works as to the exact placement of the new fence, fence shall be installed in a straight line from end to end and verified before digging holes for footings

7. The CONTRACTOR agrees that the only person or persons interested as principal or principals in the bid or proposal submitted by the CONTRACTOR for this contract are named herein, and that no person other than those mentioned herein has any interest in the proposal or in securing of the award, and this contract has been secured without connection with any person or persons other than those named, and that the proposal is in all respects fair and was prepared and the contract secured without collusion or fraud and that neither any official nor employee of the VILLAGE has or will have a financial interest in the performance of the contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof.

8. It is mutually agreed that if, at any time during the performance of the work, the Superintendent of Public Works shall determine that the work upon the contract is not being performed according to the contract, or for any reason, that the Mayor may suspend or stop the work hereunder while in progress. The VILLAGE shall not be liable for payment for any work that is not performed in accordance with the Contract Documents.

9. The CONTRACTOR shall procure and maintain at its own expense and without expense to the VILLAGE, until final acceptance of all work hereunder, insurance coverages as follows: liability coverage of \$1,000,000. per person for bodily injury, \$3,000,000. each occurrence; \$1,000,000. property damage each occurrence; and the statutory limits for Workers' Compensation and disability insurance, such insurance to be procured from insurance companies authorized to do business in the State of New York, covering all operations under the contract. CONTRACTOR shall indemnify and hold the VILLAGE harmless from and against all claims for damages or otherwise arising from the performance of this contract. The VILLAGE shall be named as an additional insured under such policies. Such policies shall contain a thirty (30) day non-cancellation clause.

10. The CONTRACTOR shall comply with all provisions of the Laws of the State of New York and the United States of America which affect municipalities and municipal contracts including but not limited to the Labor Law, the General Municipal Law, the Workers' Compensation Law, the Lien Law, the Personal Property Law, the State Unemployment Insurance Law, Federal Social Security Law, Department of Labor Occupational Safety and Health Act, Executive Orders, State, Local and Municipal Health and Building Laws, rules and regulations and any and all regulations promulgated by the State of New York and/or amendments or additions thereto insofar as the same shall be applicable to any contract awarded hereunder, with same force and effect as if set forth at length herein.

11. This contract shall not be assigned by the CONTRACTOR to any other person, company, or corporation without the express written consent of the VILLAGE.

12. This Agreement shall bind the successors and representatives of the parties hereto.

13. Neither the VILLAGE nor any of its officers or agents shall in any manner be answerable or responsible for any loss or damage that shall or may happen to the said work or to any part or parts thereon, or to any materials, tools, equipment or other property that may be used or employed therein until completion of the work and acceptance by the VILLAGE, nor shall it be in any manner answerable or responsible for any injury done, or damages or compensation required to be paid under any present or future law, to any person or persons whatever, whether employees of the CONTRACTOR or otherwise, or for damages to any property, whether belonging to the VILLAGE or to others, occurring during or resulting from said work. Against all such injuries, damages and compensation, the CONTRACTOR shall and will properly guard. The CONTRACTOR shall also at all times indemnify and save the VILLAGE and its officers and agents harmless against all such injuries, damages and compensation arising or resulting from the work to be performed hereunder.

14. It is understood and agreed that the written terms of this Agreement shall supersede all prior verbal statements of any representative of the VILLAGE and such statements shall not be effective or be construed as forming part of or altering in any way the written terms of this Agreement.

15. CONTRACTOR agrees that the unit prices set forth in the Bid Proposal shall be held for a period of one year from the date of execution of this Agreement.

16. CONTRACTOR agrees that all work to be performed hereunder shall be guaranteed against defects in labor and/or materials for a period of one year from and after completion and acceptance by the VILLAGE. A maintenance bond or other similar guarantee shall be deposited with the VILLAGE prior to final payment hereunder.

As per New York State General Municipal Law, all political subdivisions of New York State are allowed to make purchases and agreements through the resulting contract if mutually agreeable by both parties and will make them directly with the contractor.

The Village of South Nyack accepts no liability or responsibility for any Municipalities use of this bid or the performed work of the contractor.

TERM OF CONTRACT:

Shall be valid for one year from date of signing

IN WITNESS WHEREOF, the parties to this Agreement have set their hands and seals the day and year first above written.

DATE: _____

Attest: VILLAGE OF SOUTH NYACK

Village Clerk

Mayor SEAL

Attest: CONTRACTOR

Secretary/Witness

President /Contractor SEAL