

Notice to Bidders

City of Beacon, New York

Sealed proposals will be received by the City of Beacon, Dutchess County, New York at the Highway Department, 30 Camp Beacon Road, Beacon, New York until July 6, 2026 at 10:15 a.m. for furnishing the following in accordance with the specifications on file at the public works administrative office.

PAINTING STOP BARS, CROSSWALKS AND PARKING LINES (Materials and Labor)

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

Jamie Mesnick
City of Beacon Highway Department
30 Camp Beacon Road
Beacon, New York 12508
845-831-0932
jmesnick@beaconny.gov

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

Copies of Information for Bidders, Specifications and Non-Collusive Bidding Certification may be obtained by qualified bidders on the City of Beacon website www.beaconny.gov under Proposals and Bids.

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

City of Beacon
Beacon, New York 12508

DATE: June 23, 2026

Dear Bidders:

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

BID OPENING INFORMATION

Name: PAINTING STOP BARS, CROSSWALKS AND PARKING LINES
Bid # 2026-005
Date: July 6, 2026
Time: 10:00 am
Contract Term: Two (2) year with three (3) one-year renewal options
Contact Person: Jamie Mesnick or Michael Manzi
email: highway@beaconny.gov phone: 845-831-0932

THIS PROJECT IS SUBJECT TO COMPLIANCE WITH NYS DOL REGULATIONS.
PCR# 2026017865

BID PROCEDURE INFORMATION

Bids opening location:

City of Beacon Highway Department
30 Camp Beacon Road
Beacon, New York 12508

Bids can be hand delivered to:

City of Beacon Highway Department
30 Camp Beacon Road
Beacon, New York 12508

or mailed to:

City of Beacon Highway Department
One Municipal Plaza, Suite 1
Beacon, New York 12508

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

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

No contractor to whom this contract is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of their right, title, and interest herein, including the performance of this contract or the right to receive monies due or to become due, or of their power to execute this without the prior written consent of the City of Beacon. In the event that the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of this contract or of his right, title and interest herein, including the performance of this contract, or the right to receive monies due or to become due, or their power to execute such contract to any other person or corporations, or upon receipt by City of Beacon of an attachment against the contractor, the City shall be relieved and discharged from any and all liability and obligation growing out of such contract to such contractor, and the person or corporation to which such contract shall have been assigned, their assignees, transferees or sublessee shall forfeit and lose all monies theretofore earned under this contract, except so much as may be required to pay their employees.

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

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

PURPOSE:

The City of Beacon is seeking sealed proposals for painting stop bars, crosswalks and parking lines (material and labor).

ACCEPTANCE OR REJECTION OF BIDS

The City of Beacon reserves the right to select the bid or proposal, or any separate part thereof, if separable in unit cost, the acceptance of which will best serve the interests of the City of Beacon, or to reject any and all bids.

Proposals which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations, ambiguities or irregularities of any kind may be reject and informal.

PREVAILING WAGE RATES:

All vendors submitting bids must conform to all current NYS prevailing wage laws, the City has applied for and has received a PRC number for this project. The Successful Bidder is/are required to pay Prevailing Wage Rates and the Prevailing Hourly Supplements pursuant to Section 220-A of the NYS Labor Law. The bidder is/are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. NYS Labor Law requires contractors and subcontractors to pay laborers, workers or mechanics employed in the performance of a public work contract not less than the prevailing rate of wages and to provide supplements (fringe benefits) in accordance with the prevailing practices in the locality where the work is performed. A Verified Statement of Payment of Prevailing Rates ("Certified Payroll Report") must be attached to all invoices in order for payment to be made.

INSURANCE

Contractor shall produce to the City a Certificate of Insurance indicating coverages of Liability Insurance for Bodily Injury and Property Damage in a minimum amount of \$1,000,000. The City of Beacon shall be named as an additional insured.

BIDDER'S RESPONSIBILITY

Bidders are expected, before submitting proposal, to make themselves fully familiar with the work to be done. Bidders will be barred from pleading misunderstanding or deception because of estimates of quantities, character, scope of work, location or other conditions surrounding the same.

PRICES

In the event of discrepancy between the prices quoted in the proposal in words and those quoted in figures, the words shall control.

Prices shall be stated in both unit measure of linear foot and total amount. Prices shall remain firm and effective for at least ninety (90) days from date of opening of bids.

It is expressly called to the bidder's attention that bids are to be complete in all respects as regards all items to be furnished under this contract, and that no extras of any kind will be allowed.

TERM OF CONTRACT

This contract will cover any painting traffic lines (material and labor) services required by the City of Beacon for the period of two (2) years. The City reserves the right to renew this Agreement for three (3) one-year renewal options at the same price and upon the same terms as shall apply for the initial term of the contract.

BID FORMAT

Please return this entire Bid Package as your response with all information completed in the space provided. Any additional information can be included as an attachment and will be considered in the review process. Any exceptions to this bid must be included in written response.

CITY CONTACT PERSON

Please contact Michael Manzi and please address all correspondence regarding this BID to:

Michael Manzi
Highway Superintendent
One Municipal Plaza Beacon, NY 12508
845.831.0932
highway@beaconny.gov

SCOPE OF WORK:

Attention of bidders is called to the contents of the Notice to Bidders, a copy of which is annexed hereto and made a part thereof. Materials and services to be supplied under this contract are described in detail in the Specifications, all of which are attached hereto and made a part thereof.

The City of Beacon seeks a qualified Vendor to provide all labor, equipment, materials, and supervision required to perform all operations necessary in connection with painting stop bars, crosswalks and parking lines.

SPECIFICATIONS :

Pavement markings shall be ready-mixed white or yellow traffic paints, fast dry, with glass beads applied for nighttime visibility with the composition as described in the NYS DOT Standard Specifications.

Wherever previous pavement markings have been worn away or obliterated and on newly constructed or resurfaced roads, the Contractor shall be required to lay out the crosswalks and stop bars in accordance with the latest New York State Regulations, especially those pertaining to sight distance. All labor, machinery, and other materials necessary for the lay-out shall be furnished by the Contractor.

Crosswalk lines shall be painted 10" wide with inner walk width of 6'

Stop bar lines shall be 1' wide.

Any mistakes shall be removed by the Contractor.

The Street Superintendent shall be notified of the work schedule. The Street Superintendent shall be notified of the linear footage completed each day no later than 2 pm the following day.

Due to new construction and construction that will begin this year some streets may not need to be done. New layout may need to be done for crosswalks, stop bars or parking lines. Please check with the Street Superintendent.

Proposals can be mailed to City of Beacon, Attn: Highway Department, One Municipal Plaza, Suite 1, Lower Level, Beacon, New York 12508 or hand delivered to the Highway Garage at 30 Camp Beacon Road, Beacon, NY 12508.

If you have any questions, please contact the Street Superintendent at (845) 831-0932.

Attached is a list of crosswalk, stop bar and parking line locations. Please note items may have been removed or need to be added to the attached list.

Crosswalks, Stop Bars and Parking Lines

Crosswalks to be Painted

<u>Main Street</u>	<u># of Lines</u>	
North Avenue/Wolcott Avenue	4	
South Avenue	2	
Cross Street	4	
Cliff Street	2	
** Willow	4	<i>(Only on Main Street)</i>
Digger Phelps Court	2	
Elm	6	
Walnut	6	
Brett	8	
Cedar	8	
Chestnut	8	
Eliza Street	4	
Veteran's Place	4	
Fishkill Avenue	8	
Schenck Avenue	4	
Tioronda Avenue	4	
Churchill Street	2	
South Street	4	
North Street	2	
** Main Street at East Main	4	<i>(Main Street - northside East Main)</i>

Crosswalks other than Main Street

Fishkill and Verplanck Avenue	8	
Fishkill and Ackerman Street	2	
Fishkill and Kent Street	2	
Fishkill and Herbert Street	2	
Fishkill and Lincoln Avenue	2	
Fishkill and Larch Street	2	
Fishkill and Maple Street	2	
** Fishkill and Wilkes Street	4	<i>(Only on Fishkill Avenue)</i>
Fishkill and Blackburn Avenue	6	
Fishkill and Delavan Avenue	2	
Fishkill and Mill Street	2	
Fishkill and Franklin	2	
Verplanck Avenue and Dutchess Terrace	4	
Verplanck Avenue and Cross Street	6	
Verplanck Avenue and Willow Street	4	
Verplanck Avenue and North Elm Street	4	
Verplanck Avenue and North Walnut Street	4	

Crosswalks to be Painted (Continued)

	Verplanck Avenue and Melio Bettina Place	2
**	Verplanck Avenue and North Cedar (Matteawan Rd.)	8
	Verplanck Avenue and North Chestnut Street	2
	Verplanck Avenue and Eliza Street	4
	Verplanck Avenue and Schenck Avenue	4
	Verplanck Avenue and Davis Street	4
	East Main Street and Russell Avenue	2
	East Main Street and Washington Avenue	2
	Prospect Street and Vail Avenue (on Vail)	2
	Prospect Street and Union Street (on Union)	2
	Willow Street at the monument	2
	Willow Street and Oak Street	4 (<i>Only on Willow Street</i>)
	Cross Street and Oak Street	2 (<i>Only on Cross Street</i>)
	Liberty Street and East Main	2
	Liberty Street and Spring Street	2
	Liberty Street and Center Street	2
	Liberty Street and Amity Street	2
	Liberty Street and Masters Place	2
**	Liberty Street and Grove Street	4 (<i>Across both sides</i>)
	Leonard Street and Amity Street	2
	Washington Avenue and Spring Street	4
	East Main and Water Street	2
	Wolcott Avenue and Phillips	4
	Wolcott Avenue and Harbor View	2
	Wolcott Avenue and Rector Street	2
	Wolcott Avenue and Spring Valley	2
	Wolcott Avenue and Tioronda Avenue	6
**	Wolcott Avenue and Elks Club	2
	Wolcott Avenue and Fulton Street	2
	Wolcott Avenue and Teller	4
	Wolcott Avenue and South Chestnut	2
**	Wolcott Avenue and South Avenue	4 (<i>Only on Wolcott Avenue</i>)
	Wolcott Avenue and Jordan Road	2 (<i>Only on Wolcott Avenue</i>)
	Wolcott Avenue and Beacon Street	2
	Wolcott Avenue and Rombout Avenue	2
	South Avenue and West Center	2
	South Avenue and South Davies	2 (<i>Only on South Avenue</i>)
	South Avenue and Rombout Avenue	4
	South Avenue and Academy Street	2
	South Avenue and Beacon Street	4
	South Avenue and Commerce Street	2
	Beekman Street and West Main	2
	Beekman Street and River Street	2
	Beekman Street and High Street	2

Crosswalks to be Painted (Continued)

Beekman Street and Wolcott Avenue	2
North Avenue and Lafayette Avenue	2
North Avenue and Tompkins Avenue	2
North Avenue and Ralph Street	2
** North Avenue and Beekman Street	4 (<i>Only on North Avenue</i>)
North Avenue and Mackin Avenue	2

****Note: School crossing - 12" wide stripes**

Stop Bars to be Painted

Main Street and South Elm Street	1
Main Street and North Walnut Street	1
Main Street and South Brett Street	1
Main Street and Chestnut Street (N&S)	4
Main Street and Fishkill/Teller Avenue	4
Main Street and Tioronda Avenue	1
Main Street and Schenck Avenue	1
Beacon Street and South Avenue	4
Beekman and River Street	1
Church Street and Willow	1
Church Street and Digger Phelps Court	1
Church Street and North Elm Street	3
Church Street and North Walnut Street	1
Church Street and North Cedar Street	1
Church Street and North Brett Street	3
Church Street and Chestnut Street	4
Church Street and Eliza Street	1
Commerce and South Avenue	1
Coffey Avenue and Beskin Place	1
Teller Avenue and Henry Street	1
Teller Avenue and Wolcott Avenue	2
Teller Avenue and VanNydeck	1 (and stop sign)
Wolcott Avenue and South Avenue	4
Wolcott Avenue and Sargent Avenue	1
Wolcott Avenue and Fulton Street	1
Wolcott Avenue and Sargent School	1
Wolcott Avenue and Tioronda Avenue	4
Wolcott Avenue and Spring Valley	2
Wolcott Avenue and Rector Street	1
Wolcott Avenue and Phillips Street	2
Wolcott Avenue and Simmons Lane	1
Wolcott Avenue and Hudson Avenue	1
Wolcott Avenue and Harbor View Court	1

Stop Bars to be Painted (Continued)

Liberty Street and Grove	1	
North Avenue and Rock Hill Road	1	
North Avenue and Talbot Avenue	1	
North Avenue and Barrett Place	1	
North Avenue and Lafayette Avenue	1	
North Avenue and Mackin Avenue	1	
North Avenue and Tompkins Avenue	1	
North Avenue and Ralph Street	1	
North Avenue and West Church Street	1	
Wolcott Avenue and Beacon Street (arterial)	1	
Wolcott Avenue and Stratford Avenue (arterial)	1	
Wolcott Avenue and Rombout Avenue	1	
South Chestnut Street and Rombout	4	
St. Francis Hospital and Delavan Avenue	1	
Fishkill Avenue and Delavan Avenue	1	
Fishkill Avenue and Blackburn Avenue	1	
Fishkill Avenue and Mill Street	2	
Spring Street and Liberty Street	1	
Spring Street and East Main Street	1	
Rombout Avenue and Cliff Street	1	
DeWindt Street and South Elm Street	1	
DeWindt Street and South Brett Street	3	
DeWindt Street and South Walnut Street	2	
DeWindt Street and South Cedar Street	2	
DeWindt Street and South Chestnut Street	3	
Henry Street and South Chestnut Street	1	
East Main and Washington Avenue	2	
East Main and DePuyster Avenue	1	
East Main and Howland Avenue	2	
East Main and Main	1	
East Main and Russell Avenue	2	
Prospect Street and Vail Avenue	2	<i>(On Vail)</i>
Prospect Street and Union Street	2	<i>(On Union)</i>
Veterans Place and Main Street	1	
Veterans Place and Henry Street	1	
Wolcott Avenue and Beekman Street	1	
West Center and South Chestnut	2	

Parking Lines to be painted

Main Street - from Route 9D to Verplanck
East Main Street - from Main Street to Water Street

Municipal Parking Lot Spaces

of Spaces

Municipal Center (all levels)	134
Cross Street and Main Street	19
Cliff Street and Main Street	18
Pleasant Ridge and Main Street	14
Church Street	78
South Avenue	17
Henry Street and South Chestnut	48
Henry Street and Teller Avenue	41
Van Nydeck Avenue (Mase Hook and Ladder)	22
Van Nydeck Avenue (Old Police Station)	50
Henry Street (Diagonal)	18
Verplanck and Main Street	15

** Above does not include parking spaces on Main Street.

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

General Conditions

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

Bids

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

bidder must in every instance give the trade designation of the article, manufacturer's name, and detailed specifications of the item he proposes to furnish. Otherwise, bid will be construed as submitted on the identical item as specified.

10. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the City of Beacon, not later than five (5) days prior to the date fixed for the opening of bids. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record by the City of Beacon in the form of addenda to the specifications. All addenda so issued shall become a part of the contract documents.

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

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

Samples

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

Award

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

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

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

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

18. Should any material or equipment delivered fail to meet the specifications, the City may, at their discretion require the vendor in writing to replace the same with material or equipment which does not

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

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

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

Delivery

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

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

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

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

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

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

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

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

Installation of Equipment

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

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

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

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

32. Equipment for trade-in shall be dismantled by the successful bidder and removed at their expense. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented simply "as is". Equipment is available for inspection only at the delivery point listed for new equipment, unless otherwise specified.

Guarantees by the Successful Bidder

33. The successful bidder guarantees:

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

successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such replacement immediately upon receiving notice from the City.

Saving Clause

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

Governing Laws and Rules

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

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

- a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief;
 1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 3. No attempt has been made or will be made by the bidder to include any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
- b. A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1)(2) and (3) above have not been complied with, the bid shall not be considered for award or shall any award be made

unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof which the bid is made, or their designee determines that such disclosure was not made for the purpose of restricting competition.

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

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

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

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

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

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

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

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

43. The contractor to whom the bid is awarded shall comply with Section 220 of the New York State Labor Law which requires contractors and subcontractors to pay laborers, workers or mechanics employed in the performance of a public work contract not less than the prevailing rate of wages and to provide supplements (fringe benefits) in accordance with the prevailing practices in the locality where the work is performed. Contractors submitting bids for a municipal public work project must be registered with the New York State Department of Labor

BID RETURN FORMS

The attached forms must be returned in a sealed envelope.

PROPOSAL SHEET

Please provide all information requested in the space provided.

Company Name and Address

Name & Title (Please Print)

Signed by

Phone Number

Fax Number

Email Address

Date

PRICES MUST BE IN UNIT MEASURE OF LINEAR FOOT

STOP BARS

existing _____ dollars\$ _____ Per linear foot

new layout _____ dollars\$ _____ per linear foot

CROSSWALKS

existing _____ dollars\$ _____ per linear foot

new layout _____ dollars\$ _____ per linear foot

PARKING STALL LINES

existing _____ dollars\$ _____ per linear foot

new layout _____ dollars\$ _____ per linear foot

PARKING LOT SPACES

existing _____ dollars\$ _____ per linear foot

new layout _____ dollars\$ _____ per linear foot

INFORMATION SHEET

NAME OF BIDDER: _____

ADDRESS: _____

TYPE OF ENTITY:

Corporation _____ Partnership _____ Individual _____

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

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

List Officers:

List Directors:

Date of Organization: _____

PARTNERS (if a partnership):

Name of Partnership: _____

Date of organization: _____

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

REFERENCE SHEET

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

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

BIDDER'S NAME: _____

Reference 1 Name: _____

Address: _____

Contact Person: _____

Phone: _____ Email: _____

Reference 2 Name: _____

Address: _____

Contact Person: _____

Phone: _____ Email: _____

Reference 3 Name: _____

Address: _____

Contact Person: _____

Phone: _____ Email: _____

CONFLICT OF INTEREST STATEMENT

BID #: _____

VENDOR'S NAME: _____
(Please print)

SIGNATURE: _____

DATE: _____

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

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

NON-COLLUSIVE BIDDING CERTIFICATION

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

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

1. the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder and will not knowingly be disclosed by the bidder prior to openings, directly or indirectly, to any other bidder or to any competitor; and
3. no attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restriction of competition.

Authorized Signature

Title

Company Name

Name of Bid

Date of Opening

INSURANCE CERTIFICATION

VENDOR'S NAME: _____

VENDOR'S ADDRESS:

TELEPHONE: _____ FAX #: _____

AUTHORIZED SIGNATURE:

DATE: _____

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

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

INSURANCE STATEMENT:

Bidder agrees as follows - please mark appropriate box:

Insurance Certificate as requested is attached.

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

Insurance Certificate filed on: _____

(Date)

Failure to provide specified insurance shall disqualify bidder.

BIDDER'S NAME: _____

SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR CERTIFICATION FORM

LABOR LAW § 220-I

SIGN AND SUBMIT WITH BID

Contractors submitting bids for a municipal public work project must be registered with the New York State Department of Labor (“NYSDOL”) ***before*** the submission of a bid. The person authorized to submit this bid on behalf of the prospective bidder hereby certifies, under the penalties of perjury, that: (1) the prospective bidder (i.e., contractor) is currently registered with the NYSDOL pursuant to NYS Labor Law § 220-i; and (2) each and any subcontractors engaged by contractor for work on this project shall be registered with the NYSDOL pursuant to NYS Labor Law § 220-i prior to commencing work on the project. Certificates of Registration for subcontractors can be submitted with this form but ***must*** be submitted ***before*** such subcontractor(s) commence work on the project. Bidder will be responsible for any project delays caused due to a subcontractor’s failure to timely register with the NYSDOL. *Failure to complete this form or to include copies of bidder’s current Certificate of Registration may result in disqualification from this bid.*

Bidder hereby represents it has attached to this form, a copy of the Certificate(s) of Registration issued by the NYSDOL for the Bidder.

Project: _____

Bidder’s Business Name: _____

Bidder’s Address: _____

Bidder’s NYSDOL Certificate Number: _____

Issued: _____ Expiration Date: _____

Subcontractor(s) NYSDOL Certificate Number (*if available at time of bid submission*): _____

Copy of Bidder’s NYSDOL Certificate of Registration is attached. A copy of a submitted application will not be accepted.

Date: _____

Signature of Bidder’s Authorized Representative

Sworn to before me this _____

Print Name/Title

day of _____, 20__

Notary Public