

City of Kingston

New York 12401

PURCHASING DEPARTMENT



PO Box 1627
City Hall, 420 Broadway

Tel: (845) 334-3943
Fax: (845) 334-3944

March 24, 2014

Dear Prospective Bidder:

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

Bid Opening Information

Name: **Heat Engine System Design/Build Replacement Project**

Bid#: K14-10

Date: **April 24, 2014**

Time: **11:00am**

Place: 420 Broadway
Kingston, New York 12401

Contact Person: Brian J. Woltman

IMPORTANT NOTICE – Bid Distribution:

The City of Kingston officially distributes bidding documents from the Purchasing Department at Kingston City Hall or through the Hudson Valley Municipal Purchasing Group's Regional Bid Notification System. Copies of bidding documents obtained from any other source are not considered official copies. Only those vendors who obtain bidding documents from either the Purchasing Division Office or the Regional Bid Notification System are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the City of Kingston Purchasing Department or the Empire State Purchasing Group Regional Bid Notification System, it is recommended that you obtain an official copy.

BID PROCEDURE INFORMATION

Bids shall be submitted in sealed envelope addressed to:

City of Kingston Purchasing Department
420 Broadway
Kingston, New York 12401

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

- 1) NAME AND ADDRESS OF BIDDER:
- 2) NAME OF BID:

No contractor to whom this contract is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same 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 of his power to execute this without the prior written consent of the City of Kingston Purchasing Department. 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 his power to execute such contract to any other person or corporations, or upon receipt by the City of Kingston 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, his assignees, transfers or sublease shall forfeit and lose all monies theretofore earned under this contract, except so much as may be required to pay his employees.

Bidders shall be required to complete and return all the forms included in the enclosed Bid Submission Package. Moreover, all bidders are required to use the Bid Price Sheet(s) to submit their actual bid amount(s). Bidders are permitted to attach or include additional materials to their bids.

Bidders shall be required to adhere to these guidelines when they include additional materials to their formal bids. Attachments to bid submissions should be typed on both sides of 8 ½" x 11" paper. Pages should be paginated.

No bids should be submitted in plastic sleeves or spiral binders. Illustrations may be included. All plans are subject to City of Kingston approval. Oversized drawings may be submitted, but must be accompanied by 8 ½" x 11" sectionals or reductions to 8 ½" x 11". No telegraphic or facsimile proposals will be accepted.

It is the bidder's responsibility to read the enclosed GENERAL CONDITIONS which outlines bidding rules of the City of Kingston Purchasing Department.

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

Sincerely,

Brian J. Woltman
Purchasing Agent

CITY OF KINGSTON PURCHASING DEPARTMENT

GENERAL CONDITIONS

BIDS

1. Form of a proposal as issued by the City Senior Buyer shall be completely filled in ink or typing. No bid will be accepted which contains any changes, additions, omissions or erasures, unless otherwise stated.
2. Bidders must submit with 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 Senior Buyer reserves the right to reject any bid if its compliance with the specifications is not clearly evident. If the 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 Kingston as interpreted by the Senior Buyer of the City of Kingston.
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. Bidders must insert the price per unit and the extensions against each item in his 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 an 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.
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 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 his 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, on any patented article. The decision of the Senior Buyer as to whether an alternate or substitution is in fact "equal" shall be final. If bidding on items other than those specified, bidders must in every instance give the trade designation of the article, manufacturer's name, and detailed specifications of an 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 the bidder orally. Every request for such interpretation should be in writing, addressed to the Senior Buyer, 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 Senior Buyer 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 Senior Buyer to award a contract to one such identical bidder shall be final. (General Municipal Law, § 103. subsection 1)

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 his expense. Samples not removed by the bidder within fifteen (15) days after written notice to the bidder will be regarded as abandoned and the City shall have the right to dispose of them as its own property.

AWARD

14. The Senior Buyer for the City of Kingston reserves the right to waive any informality or to reject any and 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 the materials, equipment, or 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 Senior Buyer.
17. Should the successful bidder fail to meet a delivery date required by the specifications, the City Senior Buyer may at his discretion, cancel the order and terminate the contract. In any 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 Senior Buyer may, at his discretion require the vendor in writing to replace the same with material or equipment which does meet the specifications and, at the vendors 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 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 requested, 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 canceled at the successful bidder's expense upon non-performance of the 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 Senior Buyer as to reasonable compliance with delivery terms shall be final.
22. The Senior Buyer 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 packaged for shipment, storage and stocking in shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling, 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 the successful bidder when packages are not received in good condition. Cartons shall be labeled with the purchase order number, or a contract number, and the successful bidders' name and a 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 or the Senior Buyer. The successful bidder will be required to furnish proof of delivery in every instance.
26. Unloading and placement of 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 him. 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. Tickets shall contain the following information for each item delivered:

Name of Successful Bidder

Contract Number and/or Purchase Order Number

Name of Article

Item Number (if applicable)

Quantity

INSTALLATION OF EQUIPMENT

28. The successful bidder shall clean up and remove all debris and rubbish resulting from his work from 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 Senior Buyer and at the 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 and workmen. The successful bidder shall keep in touch with the entire operation and install his work promptly.

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

32. Equipment for trade-in shall be dismantled by the successful bidder and removed at his 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.) His 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 damage of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.

c.) To carry adequate insurance to protect the City from loss in case of an accident, fire, theft, etc.

d.) That all deliveries will be equal to the accepted bid sample.

e.) That the equipments delivered is standard, new, latest model of a regular stock product or as required by the specifications; also that no attachment or part has been substituted or applied contrary to the 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 not within the control of the successful bidder and which by the exercise of reasonable diligence he is unable to prevent.

GOVERNING LAWS & RULES

35. The Contractor shall comply with all the provisions of the laws of the City of Kingston, 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 Workman'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 effect as if set forth at length herein. The bidder's special attention is called to those laws which are set forth below:

36. Section 103-d 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 or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidders 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 induce 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 an 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 nor 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 his design, 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 item 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 goods 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 provisions 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 Underwriters' 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 a proposal must be executed by the bidder and submitted with the proposal.

40. Bidders must complete attached City of Kingston 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 may 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 Kingston 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 confirm may result in the cancellation of the contract by the City in its sole discretion.

City of Kingston Purchasing Department
Bid#: K14-10
Heat Engine System Design/Build Replacement Project
Thursday, April 24, 2014
11:00am

GENERAL SPECIFICATIONS

1.0 SCOPE

The City of Kingston, with funding from HUD's Community Development Block Grant Program is seeking bids to establish a price for a qualified HVAC contractor to provide a Design/Build proposal for the replacement of the boilers at the Kingston Fire Department Co. 3 Station located at 5 Garraghan Drive and the Rondout Neighborhood Center Located at 103 Broadway, Kingston, NY 12401.

2.0 BID OPENING TIME

Bids will be opened on **Thursday, April 24, 2014 at 11:00 A.M.** at the City of Kingston Purchasing Department located at City Hall 420 Broadway, Kingston, N.Y. 12401.

You are urged to mail your bid in early. **Late bids will not be accepted** and will be returned unopened to the vendor. Do not rely on overnight delivery services since they are very often unreliable.

3.0 METHOD OF AWARD

Project shall be awarded in whole, based on the lowest responsive, responsible bid. The bidder must state individual prices for all units bid.

4.0 UNBALANCED BIDS

The Purchasing agent reserves the right to reject any and all bids that are not deemed for the best interest of the City, and to reject as informal such bids, as in his opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bids. By an unbalanced bid, it is meant one in which the amount bid for one or more separate items is substantially out of line with current market prices for the materials and/or work covered thereby.

5.0 RESCIND OF AWARD

After an award has been made by Purchasing, and all participating agencies notified, there will be a \$250.00 item charge to vendors who then discover a mistake in their bid award and want the award revised or rescinded. It is costly for the City to refigure bid awards, notify all agencies involved and change all our

City of Kingston Purchasing Department
Bid#: K14-10
Heat Engine System Design/Build Replacement Project
Thursday, April 24, 2014
11:00am

records.

Vendors should be more careful in figuring bids **prior to** submission. The vendor requesting a bid item revised or rescinded will be billed by Purchasing. If the vendor does not pay the bill, the entire award may be rescinded and the vendor's responsibility will be questioned for future bids.

6.0 PERSONNEL IDENTIFICATION

All personnel must carry on their person Picture Identification i.e. Employee Identification badge, valid Driver's License, etc. while on City of Kingston property and promptly show Identification when requested by any City employee. The City representative reserves the right to reject and bar from the facility any employee hired by the Contractor for good and sufficient reason in the sole discretion of the City.

7.0 ERRORS

Any errors in the bid award which are the fault of the City must be forwarded, in writing, to the City Purchasing Department within five (5) working days of the notification of award. No corrections will be made beyond that date. If errors on the part of the City are discovered too late to be corrected we will issue a "no award" on those affected items and rebid or quote at a later date.

8.0 CONTRACT PERIOD

The contract period shall be from the **date of award** through the satisfactory completion and acceptance by the City of the completed project or until June 20, 2014.

The successful Bidder shall execute a contract with the City of Kingston in substantial conformance with this specification and the attached sample City of Kingston Contract.

The successful bidder is expected to enter into a contract with the City, which will be substantively similar to the sample "City of Kingston Agreement" found in this document.

9.0 BID RESERVATIONS

Bid prices submitted shall remain in effect forty-five (45) days past the date of bid opening.

City of Kingston Purchasing Department
Bid#: K14-10
Heat Engine System Design/Build Replacement Project
Thursday, April 24, 2014
11:00am

10.0 Intentionally left blank

11.0 ASSIGNMENT OF CONTRACT/SUBCONTRACTING

No contract may be assigned, nor may any right, title or interest therein be assigned, transferred, conveyed, sublet or disposed of without the written consent of the City of Kingston Purchasing Agent.

12.0 INSURANCE

The Awarded Contractor shall, at his own expense, maintain in effect at all times during the performance of the work under this contract at least the insurance coverage specified in the attached Standard Insurance requirements. The Awarded Contractor shall file with City of Kingston Purchasing Department, within ten (10) days of Award, evidence of insurance certifying the required coverage.

13.0 CERTIFICATION

The submission of this bid certifies that the bidder has read, is familiar with, and will comply with any and all segments of these specifications, to include but not limited to: Cover Letter, General Conditions, Insurance Requirements, Product Specifications and Conditions, Delivery and Backorder Requirements (as applicable).

14.0 NON COLLUSIVE STATEMENT

The submission of this statement certifies that 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 or any competitor.

15.0 INDEMNIFICATION

To the maximum extent permitted by law and except to the extent caused by the sole negligence of City, the Contractor shall indemnify and hold harmless City of Kingston, its officers, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the facilities and/or services

City of Kingston Purchasing Department
Bid#: K14-10
Heat Engine System Design/Build Replacement Project
Thursday, April 24, 2014
11:00am

provided by or on behalf of the Contractor, including the content or nature of advertising.

In addition, the Contractor shall assume the defense of the City of Kingston and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incident to such facilities and/or services, shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the City of Kingston on account of such litigation or claims, and shall satisfy any judgment rendered in connection therewith or pay or reimburse City of Kingston's payment of any sums reasonable to settle such litigation or claims.

16.0 CONFLICT OF INTEREST

The Contractor, by entering into a contract with the City of Kingston to perform or provide services or materials, covenants that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest which conflicts in any manner or degree with the services or materials required to be performed and/or provided under the contract and that it shall not employ any person or agent having any such interests. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the City of Kingston and take action immediately to eliminate the conflict.

17.0 GUARANTEED TIME OF DELIVERY – N/A

18.0 NOTICE OF DELIVERY – N/A

19.0 BACKORDERS – N/A

20.0 PRICE

All items are to be billed at the price in effect as of the date of the Purchase Order or at the time the order is placed, even if items are not delivered until after the end of the contract period.

21.0 PAYMENT

21.1 PAYMENT PROCESSING: Payments cannot be processed by the City of Kingston until contract items have been delivered in satisfactory condition with an invoice referring to the Purchase Order Number and a signed Claimant Certification Statement mailed to “bill to” address indicated on the Purchase Order. The City will pay the proper amounts due the vendor within sixty (60) days of receipt by the City of the vendor’s invoice with any requested supporting

City of Kingston Purchasing Department
Bid#: K14-10
Heat Engine System Design/Build Replacement Project
Thursday, April 24, 2014
11:00am

documentation and approval of the vendor's invoice by the City of Kingston Comptroller.

21.2 CLAIMANT CERTIFICATION: All vendors are required to sign and submit the following Claimant Certification statement as printed on City of Kingston Purchase Orders. Vendor must return a signed Claimant Certification Statement to the "Bill To" address on the Purchase Order.

22.0 NYS CONTRACTS

The City reserves the right to purchase items included in this bid from New York State Contracts when available.

23.0 REGULATIONS

All products must meet all applicable Local, State and Federal regulations.

24.0 BRAND NAME - N/A

25.0 INFORMATION TO BE FURNISHED WITH BID – N/A

26.0 SAMPLES – N/A

27.0 WARRANTY

Unless otherwise stated in the Product Specifications standard limited warranty will be required of the manufacturer that shall be: (1) not less than ninety (90) days from the date of acceptance; (2) all defective parts and labor are the obligation of the contractor during this period.

28.0 GUARANTEE

The bidder guarantees that the item offered is standard new equipment. Unless otherwise stated in the Product Specifications, all items shall be guaranteed for a minimum period of one (1) year against defective parts and workmanship. If defects occur during this time, the defective equipment shall be replaced or corrected by the contractor without cost to the City except where it shall be clearly shown that the defect is due to misuse and not to faulty manufacture.

29.0 QUANTITIES – N/A

30.0 QUALIFICATION OF BID

City of Kingston Purchasing Department
Bid#: K14-10
Heat Engine System Design/Build Replacement Project
Thursday, April 24, 2014
11:00am

Any qualification of a bid such as requiring that a specific quantity must be purchased or any other restriction that is placed on the City by the vendor will be considered an Exception to the Bid and the bid may be rejected by the City.

31.0 COMPLETION OF REQUIRED INFORMATION

Bidder must fill in all applicable spaces on bid form. All lines must have an indication of bidder's response whether it be "0", "NA", "—" or a dollar figure. All lines must be filled in to indicate the bidder's acknowledgment of the request. The information must be in typed figures or use black ink, printed legibly.

Bids that do not have all applicable lines filled in on bid sheet may be disqualified as a non-responsive bid.

32.0 ALTERNATE PROPOSALS

In the event that satisfactory bids are not received, the Purchasing Agent reserves the right to consider alternative proposals containing deviations from the City specifications. Bidders shall explain in detail where such alternatives deviate from or qualify the terms of the proposal and specifications as issued.

33.0 SUSPENSION AND DEBARMENT

Each bidder warrants that neither it nor any of its officers, employees, subcontractors, or agents is excluded or in any other manner barred from doing business with any federal, state, or local agency, municipality, or department. Any misrepresentation or false statement related to a bidder's status in this regard will result in rejection of such bidder's submission.

In addition, if the successful bidder or any of its officers, employees, subcontractors, or agents become excluded or barred in any manner from doing business with any federal state, or local agency, municipality, or department, during the period in which goods and/or services are provided pursuant to this bid, the successful bidder agrees to immediately notify the City's Corporation Counsel of such status. Any misrepresentation or false statement related to the successful bidder's status in this regard, or any failure by the successful bidder to immediately notify the City's Corporation Counsel of any change in such status, shall result in immediate termination of City's business relationship with the successful bidder, in addition to such other remedies as may be provided by law, in equity, pursuant to the terms and conditions of this bid document, or the conditions of the Award.

By submission of this bid and signing bid form, bidder certifies that its

City of Kingston Purchasing Department
Bid#: K14-10
Heat Engine System Design/Build Replacement Project
Thursday, April 24, 2014
11:00am

organization, its principals and any sub-recipients are not currently suspended or debarred from doing business with the New York State or Federal Government.

34.0 PREVAILING WAGE RATES

The successful bidder is required to pay the Prevailing Wage Rates and the Prevailing Hourly Supplements pursuant to Section 220-A of the NYS Labor Law.

A Verified Statement of payment of Prevailing Rates (Certified Payroll Report) by the successful bidder **MUST** be attached to ALL invoices in order for payments to be made. No payments will be made for work completed if invoiced without this form.

NOTE: If this bid document is being downloaded from the Internet and/or if Prevailing Wage Rate information is not attached, the information can be obtained by visiting the NYS Labor Department website.

35.0 MATERIAL SAFETY DATA SHEETS

Vendor must submit Material Safety Data Sheets with Bid on all applicable products.

36.0 BONDS

Within ten (10) business days from the date of the Notice of award, the successful bidder must deliver to the City of Kingston the executed Contract, and an executed Performance Bond and an executed Labor and Material Payment Bond. These bonds must be in an amount equal to one hundred percent of the amount of the contract and conditioned for the faithful performance of all terms, covenants and conditions of same. The form of both the Performance Bond and the Labor and Material Payment bond shall be as currently issued by the American Institute of Architects and the surety company must be authorized to do business in the State of New York, as surety.

These bonds shall guarantee completion of the work in accordance with the Specifications and within the time stipulated in the Contract, and ensure prompt payment of all obligations arising thereunder.

These Bonds shall be maintained in full force for a period of twelve months after date of completion of the project as a guarantee that the successful bidder will make good any faults or defects which may appear in the work arising from improper or defective workmanship or materials. The successful bidder shall pay