

**VILLAGE of MILLBROOK
INVITATION TO BID
ADA SIDEWALK REPAIRS**

INTRODUCTION

The Village of Millbrook, New York is accepting competitive sealed bids for **CONCRETE SIDEWALKS, ADA RAMPS, CURB & MISCELLANEOUS FLATWORK.**

The Village will receive sealed bids at the location stated below not later than 2:00 pm, June 15, 2017 at which time they will be publicly opened and read aloud.

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have its Bid delivered to the Village of Millbrook, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile or electronic submittals will not be accepted. Delay in delivery shall be the sole responsibility of the Bidder. Submittals received after the deadline will not be considered. Award of the Bid is subject to authorization and appropriation of funds by the Dutchess County Community Development Block Grant.

BIDDERS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS OF INVITATION TO BID FOR OTHER IMPORTANT INFORMATION REGARDING THE INVITATION TO BID AND BID PROCESS AND EXHIBITS.

The original bid submittal (**1 original, 2 copies**) must be delivered to Village Hall in a sealed package, clearly marked on the outside, **ADA SIDEWALK REPAIR** and addressed to:

Village of Millbrook
Attn: Village Clerk's Office
ADA SIDEWALK REPAIR
35 Merritt Avenue
Millbrook, NY12545

A hand delivered Submittal is to be delivered to the Clerk's Office at the above address.

The bid shall be submitted on the specified Bid Form (**1 original, 2 copies**), hereto attached as "Exhibit A". The person signing the Bid Response Form shall have the authority to bind the proposer to the Bid. All information on the Bid form shall be provided, or the Bid will not be accepted.

The competitive sealed Bid shall be accompanied by a "Public Entity Crimes Statement" herein provided as "Exhibit B", a "Drug Free Workplace Certification", herein provided as "Exhibit C".

SPECIFICATIONS

Work to be performed in accordance with approved NYSDOT plans and specifications attached to this INVITATION TO BID.

SIDEWALK & ADA RAMP CONSTRUCTION

- SUBGRADE: 95% Max Density, AASHTO T-180
- MATERIAL: 4000 psi reinforced concrete
- THICKNESS: Sidewalk running – 4” thickness
Sidewalk at driveways - 6” thickness
- FINISH: Broom or slip finish
Cut joints every 5 feet with expansion joints at 20 feet
Tooled edges and joints
- ADA RAMPS: Transition from sidewalk to roadway, 5’ width,
Comply with current A.D.A. specifications
Detectable Warnings at new ramps are included in the cost of the curb ramp
Detectable Warnings applied to existing curb ramps will be paid per each ramp that warnings are installed.
- SCHEDULE: Work shall begin within 14 days of request.

CURB CONSTRUCTION

- SUBGRADE: 98% Max Density, AASHTO T-180
- MATERIAL: 4000 psi concrete
- DIMENSIONS: All curbing shall be formed & finished in accordance with NYSDOT
- Index SCHEDULE: Work shall begin within 14 days of request.

MISCELLANEOUS FLATWORK

- SUBGRADE: 98% Max Density, AASHTO T-180
- MATERIAL: 3500 psi reinforced concrete
- THICKNESS: Reinforced - 4” or 6” thickness
Reinforced – 6” or 8” thickness
- REINFORCING: Grade 60 rebar, CRSI standard un-coated

SCHEDULE: Work shall begin within 14 days of request.

SPECIAL CONDITIONS

Contractor will be responsible for all supervision, labor, equipment and material. Contractor will be responsible for all maintenance of traffic as well as managing all barricades and traffic control through job completion. No separate payment shall be made for maintenance of traffic.

Contractor will be required to saw-cut asphalt as needed. Site must be cleaned to as-found condition prior to job being considered completed.

This is a continuing contract and there is no guaranteed minimum amount that will be awarded. Amounts shown on Exhibit "A", Bid Form is to be used solely for purposes of establishing unit prices for work performed during the life of the contract.

Pricing is to remain firm for contract duration.

Contractor will furnish a minimum of one (1) sub grade density test, with testing interval of one density test per 50 lineal feet of new curb, or each 100 lineal feet of sidewalk. Provide name of the testing laboratory and furnish test results upon request by the Village of Millbrook, prior to placement.

All work will be completed in a timely manner after notice to proceed and coordinated with the Village's Department of Public Works Manager.

GENERAL

Contractor will be required to comply with NYSDOT specifications and requirements.

Bidding shall be in accordance with New York State Department of Labor Article 8 Prevailing Wage Rates for the current schedule. Compliance with current schedule and updates is the contractor's responsibility.

Contractor will be responsible for managing all pedestrian and vehicle traffic during construction.

All clean up and disposal of excess material will be the contractor's responsibility.

Surcharges or fees will not be permitted unless identified and quoted in the original bid and included in the final contract.

DURATION

The date of commencement of the work shall be the date the contract is signed, unless a different date is provided by the Village of Millbrook. The Contract term shall be for one month. *Extensions of this contract term shall be by written agreement of the parties.* Pricing shall remain firm throughout the contract duration, including extensions, anticipated to be no later than October 31, 2017. By submitting a bid, Contractor agrees to keep all prices on Exhibit "A" firm through October 31, 2017.

Contract may be terminated by either party with 60 days written notification.

QUALIFICATIONS

Bidders must submit with their Bid Proposal EXHIBIT “E”, which is evidence of their capabilities to complete the project. This will include a list of similar projects (scope and size) successfully completed in the past and a reference list.

The successful bidder will be required to demonstrate that they have adequate personnel and equipment to perform the work.

Failure to submit qualification information with the Bid Proposal may result in rejection of a Bid.

PERFORMANCE

The work required under this bid shall be performed by the entity submitting the bid.

AWARD

The Village reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The Village also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

Award will be made based on the most qualified vendor with the best value. Bidders must bid on all items for the bid to be considered responsive.

Award of this bid may be made to the contractor submitting the lowest responsible bid in accordance with GML §103. Should the contractor submitting the lowest bid be unable to perform the services necessary within the time frames required, the Village may secure services of the second lowest contractor.

BID PACKAGE

Bid Documents and Specifications can be located at Village Hall, 35 Merritt Avenue, Millbrook, NY. Any questions regarding the bid package can be directed to Eric Holt, P.E., Engineer, ericmholt@gmail.com or (518) 421-0100.

CONTACT

Specification questions during the bid period shall be submitted in writing to the Village Clerk by no later than June 1, 2017. Questions will be accepted by mail or email to clerk@villageofmillbrookny.com.

Bidders are hereby put on notice that no contact shall be made with any of the Village Board members, other Village staff, or others that may be involved in the selection process to discuss this request or to influence the outcome of the selection.

ADDENDA

A written response to bidder questions will be issued via Addendum and posted on the VILLAGE of MILLBROOK website at www.villageofmillbrookny.com, Bids and Purchasing web page. It is the bidder's responsibility to check the Village's website for Addenda prior to submitting their bid. The deadline for questions is 2-weeks before bid opening.

BIDDER SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Failure to Acknowledge Receipt of any Material Addendum may result in rejection of the bid.

Addendum #	By (Name)	Date	Addendum #	By (Name)	Date

INSURANCE REQUIREMENTS

Insurance requirements are outlined in the General Conditions of this Invitation to Bid.

BOND REQUIREMENTS

Bond requirements are outlined in the General Conditions of this Invitation to Bid.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The Village is an equal opportunity/affirmative action employer. The Village is committed to equal opportunity employment effort and expects firms that do business with the Village to have a vigorous affirmative action program.

GENERAL CONDITIONS OF INVITATION TO BID
**** FOR CONSTRUCTION SERVICES ****

1. PREPARATION OF BID

- a. INVITATION TO BID shall be prepared in accordance with the following:
- b. The enclosed Bid Form, attached hereto as "Exhibit A", shall be used when submitting your INVITATION TO BID.
- c. All information required by the Bid Form shall be furnished. The Bidder shall print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
- d. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- e. Alternate Bids will not be considered unless authorized by the Invitation to Bid.
- f. Bidders will **not** include federal taxes nor State of New York sales, excise, and use taxes in prices, as the Village is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- g. Bidders shall make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the Bidder of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes.
- h. Prices quoted must be FOB Village of Millbrook, New York with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- i. Deliveries are to be FOB Destination unless otherwise specified in the Invitation to Bid.
- j. Deliveries are to be made during regular business hours.

2. SUBMISSION OF BIDS

- a. Bids and changes thereto shall be enclosed in sealed envelopes & addressed as instructed on the Bid Form.
- b. INVITATION TO BID must be submitted on the forms furnished. Telegraphic Bids will not be considered.

3. REJECTION OF BIDS

- a. The Village reserves the right to reject any or all Bids, to waive irregularities and technicalities and to re-advertise for the services. The Village shall be the sole judge of the submittals. The Village's decision shall be final.

4. WITHDRAWAL OF BIDS

- a. Bids may not be withdrawn for a period of forty-five (45) days after the time and date set for the opening.
- b. Bids may be withdrawn prior to the time and date set for the opening. Such request must be in writing.

5. LATE BIDS

- a. INVITATIONS TO BID received after the time set for the opening will not be considered.

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

- a. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to the INVITATION TO BID and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.
- b. A "Public Entity Crimes Statement", attached hereto as Exhibit "B", must be received at the time of the bid.
- c. A "Drug Free Workplace Certification" attached hereto as Exhibit "C", must be received at the time of the bid.
- d. A Non-Collusion Certification, attached hereto as Exhibit "D," must be received at the time of the bid.
- e. The Village of Millbrook requires that the Bidder selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.

7. AWARD OF INVITATION TO BID

- a. The INVITATION TO BID will be awarded to the qualified supplier with the best value Bid whose Bid, conforming to the INVITATION TO BID, is most advantageous to the Village of Millbrook, price and other factors considered.
- b. As to the itemized list of prices on Exhibit A, the Village reserves the right to accept and award item by item, and/or by group of items, or in the aggregate.
- c. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Bidder shall result in a binding contract without further action by either party.
- d. Upon award, for construction projects, the Contractor will be required to complete/execute the Village's Contract and General Conditions for Construction Services.

8. NOT RESPONSIBLE FOR COSTS

- a. The Village shall not be responsible for any cost incurred by a prospective Bidder in responding to this INVITATION TO BID.

BID BOND:

- a. If the Base Bid or the Base Bid plus the sum of any alternates fall into the criteria above requiring a Bid Bond, the bidder shall enclose a Certified Check or Bid Bond with each bid. A Certified Check or Bid Bond shall be for an amount not less than five percent (5%) of the Bid price and shall be made payable to the VILLAGE of MILLBROOK as a guarantee that the Bidder will not withdraw its bid for a period of ninety (90) calendar days after Bid closing time. Bid Bonds or Certified Checks will be returned to unsuccessful bidders within 10 days of bid award. Successful bidders will receive their Certified Check or Bid Bond after the contract/agreement has been signed and a Performance and Payment Bond is received.

PERFORMANCE AND PAYMENT BONDS:

- a. In the event the Contract is awarded to the Bidder, Bidder will thereafter enter into a written contract with the VILLAGE of MILLBROOK and furnish a Payment and Performance Bond in an amount equal to the contract price. The form of the bonds shall be in accordance with New York Statutes. Failing to do so, Bidder shall forfeit its bid security.

Payment and Performance Bond shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of New York.

The following exceptions to bidder providing Performance and Payment Bonds are as follows: In lieu of the Performance and Payment Bonds, a contractor may file with the VILLAGE of MILLBROOK an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bonds. The value of an alternative form of security shall be in the amount of the bid.

9. PUBLIC INFORMATION

- a. All information contained in this Bid is public information, and as such will be handled in accordance with the New York Statutes.

10. ADDITIONAL INFORMATION

- a. The Village reserves the right to require Bidders to provide references and information on previous similar experience prior to award of the contract.

11. QUESTIONS

- a. Any questions about the INVITATION TO BID should be communicated per instructions in the INVITATION TO BID.

12. INDEMNIFICATION AND INSURANCE AND PAYMENT

INDEMNIFICATION

The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the Village, its board members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Agreement. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the Village in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the Village and the Contractor hereby waives its entitlement, if any, to immunity under New York Statutes. Such obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the Village and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The Village shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the Village before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the Village and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the Village, be detrimental in any material respect to the Village's reputation; (ii) the third party claim seeks an injunction or equitable relief against the Village; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously

the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates New York State Statutes or is unenforceable pursuant to New York State Statutes.

Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the Village may have under the doctrine of sovereign immunity.

INSURANCE

Prior to Award, the Village of Millbrook shall be furnished proof of insurance coverage as follows:

A. Certificate of Insurance

Certificate of Insurance shall be in the form as approved by the Village, naming the Village as additional insured, and such Certificate shall clearly state all the coverage required by this Bid Specifications. The Certificate shall state, the name of the insured, the name of the insurer, the number of the policy, its effective date, and its termination date.

Statement that the insurer will mail notice to the Village and a copy to CONTRACTOR at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy;

If requested by the Village, CONTRACTOR shall furnish complete copies of all insurance policies, forms and endorsements; and

Receipt of certificates or other documentation of insurance or policies or copies of policies by the Village or by any of its representatives which indicate less coverage than required by this agreement does not constitute a waiver of CONTRACTORS obligations to fulfill the requirements of this Section.

B. Workers' Compensation Insurance

CONTRACTOR shall have in full force, during the life of this agreement, Workers' Compensation and Employer's Liability Insurance for all its employees connected with work under this agreement, and in the event any work is subcontracted, CONTRACTOR shall require the subcontract similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR may provide a workers' compensation waiver in lieu of workers' compensation insurance where such waiver is properly approved by the New York State Department of Labor and accepted by the Village in writing. Such insurance or waiver shall comply with the New York Workers' Compensation Law. In case any class of work conducted under this agreement is not protected under the Workers' Compensation statute, CONTRACTOR shall provide adequate insurance, satisfactory to the Village, for the protection of employees not otherwise protected.

C. Liability Insurance

CONTRACTOR shall have in full force, during the life of this agreement, Commercial General Liability

and Commercial Automobile Liability Insurance that shall protect the Village from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from tasks associated with or carried out under this agreement, whether such operations are by itself or by anyone directly or indirectly employed by them, and the amount of such insurance shall be minimum limits as follows:

- Commercial General Liability:

- Minimum Coverage is \$1,000,000 per occurrence
- Coverage shall include premises, operations, products, completed operations, independent contractors, contractual liability covering this agreement, contracts and leases, broad form property damage coverage, personal injury and bodily injury.
- If Umbrella or Excess liability coverage is used to satisfy the requirements of this Article, it shall not be more restrictive than the underlying insurance policy coverage.

- Commercial Automobile Liability:

- Minimum Coverage is \$1,000,000 per occurrence
- Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

EXHIBIT "A"
BID FORM
VILLAGE of MILLBROOK
CONCRETE SIDEWALK, ADA RAMPS, CURB & MISCELLANEOUS FLATWORK

I hereby submit the following bid for _____ . Price is in accordance with the Specifications and the General Conditions of the ITB as provided.

ITEM	DESCRIPTION	UNIT	QUAN	UNIT PRICE	PRICE
699.040001	Mobilization	LS	1		
201.07	Clearing & Grubbing	LS	1		
203.02	Unclassified Excavation & Disposal	CY	40		
209.1702	Drainage Structure Inlet Protection, Gravel Bag - Temporary	CY	4		
304.12	Subbase Course, Type 2	CY	35		
402.128103	12.5 F1 Top Course HMA, 80 series Compaction	Ton	3		
402.19810111	19 F1 Binder Course HMA, 80 Series Compaction	Ton	6		
607.41010010	Temporary Plastic Barrier Fence	LF	40		
608.0101	Concrete Sidewalks & Driveways	CY	20		
608.01050509	Curb Ramp Configuration Type 5	EA	2		
608.21000003	Cast Iron Embedded Detectable Warning Units	SY	7		
609.0401	Cast-In-Place Concrete Curb Type VF150	LF	112		
619.080101	Remove Pavement Markings, Paint	LF	2,150		
625.01	Survey Operations	LS	1		
627.50140008	Cutting Pavement	LF	340		
685.11	White Epoxy Reflectorized Pavement Stripes – 20 Mils	LF	2,150		
685.12	Yellow Epoxy Reflectorized Pavement Stripes – 20 Mils	LF	110		
697.03	Field Change Payment	DC	4900		
698.04	Asphalt Price Adjustment	DC	100		
698.05	Fuel Price Adjustment	DC	100		
	Estimate of Quantities – Add Alternate No 1				
611.0111	Major Deciduous Trees, Size as Specified Ball & Burlap, Field Potted or Field Boxed	EA	4		

	TOTAL PRICE	
--	--------------------	--

EXHIBIT "A" (continued)
BID FORM
VILLAGE of MILLBROOK
CONCRETE SIDEWALK, ADA RAMPS, CURB & MISCELLANEOUS FLATWORK

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ **Fax:** _____

Email Address: _____

Submitted By: _____

Title: _____

Remarks: _____

IF NOT SUMITTING A BID, IN ORDER TO REMAIN ACTIVE IN OUR BID VENDOR RECORDS, PLEASE COMPLETE THIS FORM MARKED "NO SUBMITTAL" WITH THE REASON, AND FAX TO (845) 677-3972

EXHIBIT "B"
TO GENERAL CONDITIONS TO
INVITATION TO BID

VILLAGE of MILLBROOK, NEW YORK SWORN STATEMENT

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for_____.
2. This sworn statement is submitted by (entity)_____whose business address is _____and (if applicable) Federal Employer Identification Number (FEIN) is_____(If the entity has no FEIN, include the last four digits of the Social Security Number of the individual signing this sworn statement:_____.)
3. My name is_____and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Village of Millbrook ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in New York during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person", means any natural person or entity organized under the laws of the state of New York or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active n management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of New York, that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of Labor.)

Signature

Date:

STATE OF NEW YORK
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ___ day of _____, 2017 ____, and is personally known to me, or has provided _____ as identification.

Notary Public
My Commission expires:

EXHIBIT "C"
TO GENERAL CONDITIONS TO
INVITATION TO BID
VILLAGE of MILLBROOK

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed Proposer certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER(S): _____

SIGNATURE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

EXHIBIT "D"
NON-COLLUSION CERTIFICATION

By submitting this proposal, the proposer and each person signing it on behalf of the proposer certifies, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this proposal 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 proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
3. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

A proposal shall not be considered for award nor shall any award be made where 1, 2 and 3 above have not been complied with; provided however, that if in any case the proposer cannot make the foregoing certification, it shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. Where 1, 2 and 3 above have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the Commission determines that such disclosure was not made for the purpose of restricting competition.

The Proposer does hereby acknowledge this his signature also applies to each of the hereinbefore included certifications.

_____ Date: _____

(Legal Name of Person, Corporation, or Firm
Which is Submitting Bid or Proposal)

BY: _____
(Signature of Person Representing Above)

AS: _____
(Official Title of Signatory in Above Firm)

ON THE FOLLOWING PAGES, THE BIDDER SHOULD CHOOSE THE APPROPRIATE NOTARIZATION WHICH CORRESPONDS TO THE TYPE OF COMPANY (SOLE PROPRIETORSHIP, PARTNERSHIP, OR CORPORATION) THAT HE/SHE REPRESENTS OR IS AFFILIATED WITH.

(Acknowledgment by Individual Contractor, if a Corporation)

STATE OF NEW YORK)
) SS:
COUNTY OF)

On this _____ day of _____, 20____, before me personally came

_____, to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he/she resides at _____,

and that he/she is the _____ of the corporation described in and which executed the above instrument, and that he/she signed his/her name thereto on behalf of said Corporation by order of the Board of Directors of said Corporation.

Notary Public County
No. _____
Term Expires _____

(Acknowledgment by Co-Partnership Contractor)

STATE OF NEW YORK)
) SS:
COUNTY OF)

On this _____ day of _____, 20____, before me personally came

_____, to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did for himself/herself depose and say that he/she is a member

of the firm of _____

consisting of himself/ herself and _____

and that he/she executed the foregoing instrument in the firm name of

and that he/she had authority to sign same, and did duly acknowledge to me that he/she executed same as

EXHIBIT "E"

PRE-QUALIFICATION STATEMENT

INVITATION TO BID

**CONCRETE SIDEWALKS, ADA RAMPS
CURB & MISCELLANEOUS FLATWORK**

Prospective bidders shall meet the requirements stated below. Bidder(s) shall submit documentation substantiating that they meet these qualifications at the time of bid opening. Failure to submit such information may result in the rejection of a Bid.

MINIMUM PRE-QUALIFICATION REQUIREMENTS

The work required under this contract is skilled work and the Contractor shall have a minimum of five (5) years' experience in the following areas:

- Concrete formwork
- Concrete slabs and foundations
- Concrete curbs and driveways

EXPERIENCE:

- Number of Years your organization has been in business: _____
- Number of Years' experience BIDDER (person, principal of firm, owner) has in the type required by the specifications of this Invitation to Bid: _____
- Experience Record: Attach a list of similar past and/or present contracts, work, or jobs that BIDDER has performed of a type similar to specified in this Invitation to Bid

REFERENCES:

- Provide a minimum of three (3) references from clients that the owner, principal or firm has performed similar work for.

EQUIPMENT & PERSONNEL:

- Attach a list of the number of skilled construction staff in the organization
- Attach a list of vehicles and mechanical equipment currently owned or leased