CITY OF POUGHKEEPSIE
POUGHKEEPSIE, NEW YORK

RFB-COP-01-14-01

COLD MILLING MACHINE RENTAL

Hon. John C. Tkazyik, Mayor

Camilo Bunyi, City Administrator

Council Members

Christopher Petsas
Joseph Rich
Robert L. Mallory, Jr.
Lee David Klein

Ann Perry
ShaRon Mc Clinton
Randall A. Johnson II
Tracy Hermann

Prepared By:

City of Poughkeepsie
Purchasing Department
62 Civic Center Plaza
Poughkeepsie, New York 12601

THIS BID IS DUE PRIOR TO February 19, 2014 @ 2:30 P.M.

PLEASE PLACE ALL BIDS IN A SEALED ENVELOPE MARKED WITH THE NAME OF THE BID AND THE NUMBER

Return all bids to the: City of Poughkeepsie
Purchasing Department
62 Civic Center Plaza
Poughkeepsie NY 12601

TO BE ADVERTISED: January 23, 2014 FOR ONE DAY ONLY

CITY OF POUGHKEEPSIE, NEW YORK
ADVERTISEMENT AND NOTICE TO BIDDERS

Beginning immediately, sealed proposals are sought and invited by the City of Poughkeepsie for Cold Milling Machine Rental, as set forth in the specifications prepared by the City of Poughkeepsie Purchasing Agent.

The Bidding Documents including Bidding Requirements and specifications may be obtained from the Office of the Purchasing Agent, City of Poughkeepsie, 1st Floor, 62 Civic Center Plaza, Poughkeepsie, New York. Official bid copies may be advertised and /or obtained on the following website: www.empirestatebidsystem.com or www.cityofpoughkeepsie.com

Sealed proposals for **Cold Milling Machine Rental** will be received by the Board of Contract and Supply, in the Office of the Purchasing Agent, **prior to 2:30 p.m. on February 19, 2014** at City Hall. All bids must be made upon and in accordance with the form of proposals and attached specifications and shall be submitted in sealed envelopes marked:

PROPOSAL FOR **RFB-COP-01-14-01**: **COLD MILLING MACHINE RENTAL**

All bids received pursuant to this notice will be publicly opened and read.

This Contract consists of milling of various streets in the City of Poughkeepsie; Prevailing wage applies to this contract.

Specifications and Contract are subject to provisions of Chapter 605, Laws of the State of New York of 1959, Section 103-A of the General Municipal Law.

Specifications and bid forms are attached hereto. All mailed proposals will be sealed and **distinctly marked "Proposal for RFB-COP-01-14-01: "COLD MILLING MACHINE RENTAL"** The City of Poughkeepsie officially distributes bidding documents from the Purchasing Office , the City of Poughkeepsie website, www.cityofpoughkeepsie.com or through the Hudson Valley Municipal Purchasing Group's Regional Bid Notification System., www.empirestatebidsystem.com. Copies of bidding documents obtained from any other source are not considered official copies. Only those vendors who obtain bidding documents from the Purchasing Office, the City of Poughkeepsie website, or the Regional Bid Notification System will be sent addendum information, if such information is issued.
If you have obtained this document from a source other than the City of Poughkeepsie Purchasing Office, or the HVMPG Regional Bid Notification System it is recommended that you obtain an official copy. You may obtain an official copy by registering on the HVMPG Regional Bid Notification System at. www.empirestatebidsystem.com or by visiting www.cityofpoughkeepsie.com

There are no bonds required for this contract.

STATEMENT OF NON-COLLUSION:
Bidders on the Contracts are required to execute a non-collusion bidding certificate pursuant to Section 103d of the General Municipal Law of the State of New York.
Attention of bidders is particularly called to the mandatory Compliance with the Davis-Bacon Act and other Federal Labor Standards Provisions: Title VI and other applicable provisions of the Civil Rights Act of 1964; Executive Order 11246; Section 3 of the Housing and Urban Development Act of 1968; Section 109 of the Housing and Community Development Act of 1974; and Executive Order 11625 (Utilization of Minority Business Enterprise). Bidders are also required to comply with the provision of Section 291-299 of the Executive Law of the State of New York.
The City of Poughkeepsie hereby notifies all Bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority and women business enterprises will be afforded full opportunity

to submit bids in response to this invitation and will not be discriminated against on the grounds of race, gender, color, or national original in consideration for an award.

APPRENTICESHIP PROGRAM:
The City of Poughkeepsie requires that any contractor or subcontractor have, prior to entering into a construction contract with the City of Poughkeepsie with a value in excess of $100,000.00, apprenticeship agreements appropriate for the type and scope of work to be performed, which have been registered with the NYS Commissioner of Labor in accordance with Article 23 of the Labor Law. Satisfactory evidence of registration with the New York State Commissioner of Labor by the deadline to submit its bid package for the construction contract on which it is bidding

OWNERS RIGHTS RESERVED:
The City of Poughkeepsie expressly reserves the right to waive any irregularities in or to accept any bid or to reject any and all bids or to award on any or all items as the interest of the City of Poughkeepsie may appear to require.

NEW YORK STATE OSHA 10-HOUR CONSTRUCTION SAFETY AND HEALTH COURSE S1537-A:
This provision, effective July 18, 2008, is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least $250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least $250,000.00 contain a provision of this requirement. Rules and regulations will be promulgated and posted on the NYSDOL website www.labor.state.ny.us when finalized.

Karen Sorrell
Acting Commissioner of Finance
Dated: January 23, 2014
Poughkeepsie New York

- Read all documents contained in the bid specifications.

- Bidders are responsible for submitting their bids to the appropriate location at or prior to the time indicated in the specifications. **No bids will be accepted after the designated time or date indicated in the bid specifications**. It is suggested that registered mail be used to submit bids. Delay in mail delivery is not an exception to the receipt of a bid.

- Any questions or clarification to the bid specifications or technical specifications must be submitted in writing to the Purchasing Agent at 62 Civic Center Plaza, Poughkeepsie, NY 12601 or by email to: sdavison@cityofpoughkeepsie.com prior to the bid opening. Such questions must be in the possession of the Purchasing Agent 72 hours prior to the bid opening, unless otherwise stated. Verbal questions will not be entertained.

- **Bidders shall indicate, on the outside of their sealed bid, the following information**:

  1. Title and Number of the Bid
  2. Date and Time of Bid Opening

  Failure to do so may result in rejection of the bid as being unresponsive.

- **The following forms are necessary to be submitted as a bid, as well as any additional forms requested in the detailed specifications**:
  1. CS-1 - **Bid proposal form/price page(s).** (except some bids, such as for the Department of Public Works or Engineering Department, where a separate form may be required). Such exceptions will be noted in the work specification.
  2. CS-2 – **Non-Collusion Affidavit**, completed, signed and dated.
  3. Iran Divestment Act Document, completed, notarized, signed and dated.
  4. **PLEASE SUBMIT ONE ORIGINAL AND ONE COPY OF YOUR BID**

It is not necessary to submit our technical specifications with the bid. They are to be retained by the bidder for their records.

- Official bid copies are obtained on the following website: www.empirestatebidsystem.com

- **Bidders must submit one original and one copy of their bids, unless otherwise stated.** The original must be clearly marked. All bids must be filled out in ink, or be typewritten. Bids submitted in pencil will be rejected as unresponsive. Bids which have been corrected by white out or cross out, and have not been initialed and/or dated will be rejected as unresponsive.

- The City of Poughkeepsie is part of a group known as the "INTERAGENCY PURCHASING COOPERATIVE". This group consists of the County of Dutchess, Dutchess Community College, and 82 different school and fire districts, cities, towns, and villages located throughout Dutchess County. The City of Poughkeepsie is also part of a group known as the "Hudson Valley Municipal Purchasing Group" (HVMPG), which consists of the Counties of Dutchess, Rockland and Ulster; Town of Cortlandt; City of New Rochelle and the Pearl River School District. Other municipal purchasing agencies in the Hudson Valley will be joining in this regional system. The prices submitted in this bid may be extended and offered to these various agencies for their consideration. If they choose to participate in the proposal they will be submitting their own purchase documents directly to the successful vendor(s).

- Samples may be requested by the City for the purpose of product evaluation. It is understood that samples will be provided at **no charge** to the City and will be returned, when requested, within 30 days after the evaluation is completed, at the expense of the vendor. All samples left longer than 30 days after the evaluation period will be discarded.
- Sealed bids for **Cold Milling Machine Rental** will be received in the Purchasing Department, 62 Civic Center Plaza, Poughkeepsie, New York, **prior to 2:30 a.m., February 19, 2014** and at that time, and place bids will be publicly opened and read aloud. Specifications and bid forms are attached hereto.

- Should the bidder find discrepancies or omissions in the specifications, he shall notify the Purchasing Agent, at once. The Purchasing Agent will not assume responsibility for any oral instructions, or interpretations of meaning of the specifications or other contract documents to any bidder by any person or persons.

- The Purchasing Agent, and/or his/her designee, shall be the only one authorized to make changes or alterations to anything contained in these specifications. Such changes shall be in writing to all interested vendors clearly indicating the change or alterations.

- The City of Poughkeepsie officially distributes bidding documents from the Purchasing Office or 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 the Purchasing Office or the Regional Bid Notification System will be sent addendum information, if such information is issued.

- If you have obtained this document from a source other than the City of Poughkeepsie Purchasing Office or the HVMPG Regional Bid Notification System it is recommended that you obtain an official copy. You may obtain an official copy by registering on the HVMPG Regional Bid Notification System at www.empirestatebidsystem.com

- All bids shall be made out on the proposal forms attached hereto and all the attached certificates must be completed and signed in compliance with the provisions of Section 103-d of the NYS General Municipal Law.

- The Purchasing Agent reserves the right to reject all bids, parts of all bids, or all bids for any one or more supplies or contractual services included in the proposed contract, when such rejection is in the best interest of the City. The contract will be awarded to the RESPONSIBLE BIDDER offering the best price. A responsible bidder is a manufacturer, producer, dealer, vendor, or bona fide manufacturer's agent... who has demonstrated judgment and integrity, is of good reputation, experienced in his work, whose record of past performance in the trade is established as satisfactory, and whose financial status is such to provide no risk to the City of Poughkeepsie in its contractual relations.

- No bidder may withdraw a bid within forty-five (45) days after the actual date of the bid opening.

- Upon acceptance of any bid, the successful bidder shall execute a contract, in accordance with the specifications, with the CITY OF POUGHKEEPSIE.

- Bidders who are required to adhere to the prevailing wage schedule shall obtain and maintain a current schedule form the New York State Department of Labor for the entire term of the contract. The City may audit adherence to this schedule at any time during or after the contract period.

- "The City of Poughkeepsie requires that any contractor or subcontractor have, prior to entering into a construction contract with the City of Poughkeepsie with a value in excess of $100,000.00, apprenticeship agreements appropriate for the type and scope of work to be performed, which have been registered with the NYS Commissioner of Labor in accordance with Article 23 of the Labor Law. Satisfactory evidence of registration with the New York State Commissioner of Labor by the deadline to submit its bid package for the construction contract on which it is bidding;"

- NEW YORK STATE OSHA 10-HOUR CONSTRUCTION SAFETY AND HEALTH COURSE S1537-A:

  This provision, effective July 18, 2008, is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least $250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least $250,000.00 contain a provision of this requirement. Rules and regulations will be promulgated and posted on the NYSDOL website www.labor.state.ny.us when finalized.

Karen Sorrell
Acting Commissioner of Finance
Dated: January 23, 2014
Poughkeepsie New York

CITY OF POUGHKEEPSIE
DEPARTMENT OF PUBLIC WORKS
RFB-COP-01-14-01
COLD MILLING MACHINE RENTAL
REQUIREMENTS

INTENT**:**

The City of Poughkeepsie Department of Public Works is seeking bids for the rental of a cold milling machine. The term of this contract shall be from **May 1, 2014 to November 15, 2014**. Milling machine and crew must be ready to work in the City after a five day notice (working days). The City reserves the option to renew the contract for one additional period from **May 1, 2015 to Nov 15, 2015**.

1.0 SCOPE

1.01 General

The City of Poughkeepsie, Department of Public Works, has a requirement for the rental of a cold milling machine during the street repaving season. Requests by the City for a milling machine will be for various lengths and widths of streets.

1.02 Last year the City milled 12 streets in various locations of the City or approximately 2.0 miles. This number is provided as an estimate of the amount of milling that may be scheduled for 2014. A 2014 street listing will be provided with the award of the contract or as soon as practical thereafter.

2.0 SPECIFICATIONS

2.01 Equipment List

The rental milling machine (7' standard) shall include transport, operators, teeth, fuel, and service truck. **The equipment must be readily able to be transported quickly to adjacent work areas in the city to maximize productivity. The Contractor shall submit the proposed milling equipment and document the ability for it to be moved from site to site in an expeditious manner with bid submission. Failure to submit a type of equipment that can move site to site expeditiously may result in rejection of bids.**

3.0 INSURANCE CERTIFICATE REQUIREMENTS PRIOR TO START WORK

a. During the entire term of this Contract, the Contractor shall be responsible for obtaining and maintaining any and all insurance policies as may be necessary to protect itself, its subcontractors, and the Owner from any and all claims arising from bodily injury, property damage or death that may occur as a result of the Work performed under this Contract. Prior to the commencement of the Work, the Contractor shall furnish the Owner with original policies and certificates of the following insurance, indicating thereon that all premiums have been paid:

   1. Worker's Compensation - Evidence of statutory worker's compensation and disability benefits coverage for the duration of the proposed work for all employees on site of the project and in case any work is sublet, the Vendor shall require such subcontractor similarly to provide evidence of coverage to the Department of Public Works. (Proof of coverage: C105.2 or U-26.3).

2. Contractor's General Liability and Property Damage with policy limits of not less than One Million ($1,000,000.00)Dollars;

3. Comprehensive Vehicular Liability Insurance (on all automobiles, trucks and other vehicular equipment that are used by the Contractor and its subcontractors whether owned, leased or otherwise operated by the Contractor and subcontractors) with policy limits of not less than One Million ($1,000,000.00)Dollars per occurrence;

4. Blasting Insurance (if applicable)
   The Contractor shall provide evidence of liability insurance specific to the nature and scope the blasting that will be conducted as part of the performance of the Work. The Contractor warrants and represents that it is familiar with the provisions of the Penal Laws of the State of New York covering the use of explosives and expressly agrees to comply with the provisions thereof, as well as with any amendments thereto.

b. All certificates of insurance shall contain a clause naming the Owner as loss payee on the policies and providing that any notices of cancellation of insurance be given to the Owner's Law Department upon no less than ten (10) days notice.

c. Renewal certificates covering the renewal of all policies expiring during the life of this Contract shall be filed with the Owner not less than thirty (30) days before the expiration of such policies.

All insurance companies issuing policies relating to this Contract must be licensed to do business in New York State and be approved by the Owner's Law Department.

d. All certificates of insurance shall be provided to the Owner prior to the performance of any Work under this Contract. The Owner's failure to expressly demand the production of a certificate of insurance shall not be deemed a waiver of the requirements of this Article, and the same may be requested at any time of the Contractor herein. The failure to provide such proof of insurance shall render this Contract voidable at the option of the Owner.

4.0 Article 8 of the Labor Law of New York State

Article 8, Sections 220 through 223, of the NYS Labor Law, as it pertains to wages and benefits shall be adhered to. This project is a "Public Work" project and is subject to all provisions contained in the New York State Labor Law.

Any Contractor submitting a bid on this project shall acknowledge that said project is "Public Work", shall agree to comply with all the provisions of the Labor Law, including but not limited to Article 8 of said Law, and shall pay prevailing wages as defined in said Law, to all laborers, workers and mechanics, and shall require all subcontractors to do the same.

In order to insure compliance with these provisions, the City shall be entitled to review and/or audit the Contractor's payroll records from time to time, receive certified copies of payrolls, and may require the Contractor to make said records available to the City either at the Contractor's place of business or, at the option of the City, to submit certified copies with requests for payment or at such other times as the City may require.

Each proposer must provide an affirmative statement that the proposer has not been found guilty of a willful violation of the New York State Labor Law for failure to pay prevailing wages and supplements,

as those terms are defined by the New York State Labor Law, within the twelve (12) months immediately preceding the submission of the proposal.

In the event that the Contractor shall fail, in one or more instances, to pay the prevailing wages and supplements in accordance with Article 8 of the New York State Labor Law, Section 220 et seq. and as described herein, it shall be considered a material breach of the contract.

For the breach or violation of this provision, without limiting any other rights or remedies to which the City or any individual may be entitled or any civil or criminal penalty for which any violator may be liable, the City shall have the right, in its discretion, to terminate the contract immediately on notice. In such event, the Contractor shall be liable to the City for any additional costs incurred by the City in the completion of the project.

The conditions contained herein are designed to encourage compliance with the Labor Law and to provide a greater means to detect violations. In the event violations are detected, either by the City or otherwise, the remedies contained in said Law shall be exclusive and shall not create any obligations by the City to enforce said Law on behalf of anyone nor create any rights on behalf of anyone against the City.

5.0 BONDS

No bonds are required for this contract.

6.0 AWARD

6.01 Award will be based on the lowest total daily rate. The daily rate shall be based on an 8 hour day. In the event of a tie, the City shall base the award on the lowest daily machine rental rate without mobilization.

WAGE RATES

CERTIFICATION OF PAYROLL PURSUANT TO SECTION 220 OF THE LABOR LAW WILL BE REQUIRED

CERTIFIED PAYROLL MUST BE SUBMITTED MONTHLY OR WITH PAYMENT REQUESTS

THIS PROJECT HAS BEEN ASSIGNED PRC# 2014000411
THIS SCHEDULE MAY BE VIEWED ON-LINE AT HTTP://WWW.LABOR.STATE.NY.US

THIS PROJECT, AS PROPOSED, IS NOT BEING FUNDED WITH FEDERAL DOLLARS. HOWEVER, IF FEDERAL FUNDS ARE REQUIRED TO COMPLETE THIS PROJECT COMPLIANCE WITH SECTION 3 REQUIREMENTS OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 AS OUTLINED IN THE FOLLOWING MUST BE MET

NON-FEDERAL LABOR - STANDARDS

1. GENERAL PROVISIONS

The following Non-Federal Labor-Standards, Provisions, including the following provisions concerning maximum hours of work, minimum rates of pay, and overtime compensation, with respect to the categories and classifications of employees hereinafter mentioned are included in this contract pursuant to the requirements of applicable State or local laws, but the inclusion of such provisions shall not be construed to relieve the Contractor or any subcontractor from the pertinent requirement of any corresponding Federal Labor-Standards Provisions of this contract. In case the minimum rates of pay set forth below shall be higher than the minimum rates of pay required by or set forth in the Federal Labor-Standards Provisions of the contract for corresponding classifications, the minimum rates of pay set forth below shall be deemed, for the purposes of this contract, to be the applicable minimum rates of pay for such classifications. The limitations, if any, in these Non-Federal Labor-Standards Provisions upon the hours per day, per week or per month which employees engaged on the work covered by this contract may be required or permitted to work thereon shall not be exceeded.

2. STATE LABOR LAW

The Contractor shall comply in every respect with the provisions of Section 220 of the Labor Law and no laborer, workman, or mechanic in the employ of a Contractor, subcontractor or other person contracting to do the whole or a part of the work contemplated by this contract, shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency; including fire, flood or danger to life or property, and no such person shall be so employed more than eight hours in any day or more than five days in any one week, except in such an emergency. The wages to be paid for a legal day's work, as defined by said section, to laborers, workmen or mechanics employed, as aforesaid shall be not less than the prevailing rate for a day's work in the same trade or occupation in the locality within the State where the aforesaid work, on, about, or in connection with which such labor is performed in this final of completed form is to be situated, erected or used. Laborers shall be paid not less than the minimum hourly rate or wage designated by the Industrial Commissioner, pursuant to Section 220-d of the Labor Law, said minimum hourly rate of wage having been designated by the Industrial Commissioner are designated in the wage rate sheet forming a part of this contract and are to be paid in cash, provided, however, that an employer, except as otherwise provided in Subdivision 3 of Section 220 of the State Labor Law may pay his employees by check, if he furnished satisfactory proof to the Industrial Commissioner of his financial responsibility and gives reasonable assurance that such checks may be cashed by employees without difficulty and for the full amount for which they are drawn. The Contractor shall abide by and pay workmen, laborers and mechanics employed either by himself or a subcontractor the schedule of wages, as annexed to and forming a part of the specifications for the work involved in the contract pursuant to the Labor Law.

The Contractor shall comply with the provisions of Section 222A of the Labor Law relating to prevention of dust hazard in public works, if such hazard shall exist. If said Section is not complied with by the Contractor the contract shall be void.

Pursuant to the provisions of Section 222 of the Labor Law, this contract shall be void unless the Contractor is employing persons upon the work embraced in the contract gives preference to citizens of the State of New York, who have been residents for at least six consecutive months immediately prior to the commencement of their employment, if available. Each person so employed shall furnish satisfactory proof of residence, in accordance with rule adopted by the Industrial Commissioner. Each Contractor and subcontractor shall keep a list of his employees, stating whether they are citizens and, in case of naturalization, the date thereof, and the name of the court in which granted.

3. QUALIFICATIONS FOR EMPLOYMENT

No person under the age of 16 years and no person currently serving sentence in a penal or correctional institution shall be employed to perform any work on the project under this contract. No persons whose age or physical condition is such as to make his employment dangerous to his health or safety or the health and safety of others shall be employed to perform any work on the project under this contract; provided that this sentence shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may safely do work which they can ably perform.

All employees engaged in work on the project under this contract shall have the right to organize and bargain collectively through representatives of their own choosing, and such employees shall be free from interference, restraint, and coercion of employees in the designation of such employees' representatives, in self-organization, and in other concerted activities of such employees, for the purpose of collective bargaining or other mutual aid or protection and no person seeking employment on the project under this contract and no person employed on the project under this contract shall be required, as a condition of initial or continued employment to join company union or to refrain from joining, organizing or assisting a labor organization of such persons own choosing.

4. DISCRIMINATION

The contractor shall comply with the provision of Section 220-e of the Labor Laws as follows:

1. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no Contractor or subcontractor, or any person acting on behalf of such Contractor or subcontractor, shall by reason of race, sex, religion, color or national origin(s) discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

2. That no Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, sex, religion, color or national origin(s).

3. That there may be deducted from the amount payable to the Contractor by the State or municipality under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract.

4. That this contract may be canceled or terminated by the State or municipality, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

5. The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacturer, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, also provides, among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of wages to be paid to all laborers, workmen and mechanics employed on public work projects, including supplements for welfare, pension, vacation and other benefits. These supplements may include hospital, surgical, or medical insurance or benefits; life insurance or death benefits; accidental death or dismemberment insurance; and pension or retirement benefits. If the amount of supplements provided by the employer is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to employees.

Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, also provides that the supplements to be provided to laborers, workmen and mechanics upon public works "shall be in accordance with the prevailing practices in the locality…". The amount for supplements listed on the enclosed schedule does not

necessarily include all types of prevailing supplements in the locality and a future determination of the Industrial Commissioner may require the Contractor to provide additional supplements.

The Contractor shall provide statutory benefits for disability benefits, workmen's compensation, unemployment insurance and social security. In case it becomes necessary for the Contractor or any subcontractor to employ on the project under this contract any person in a trade or occupation (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum rate is herein specified, the Contractor shall immediately notify the local public agency who will promptly thereafter furnish the Contractor with the minimum rate. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

5. POSTING MINIMUM WAGE RATES

The Contractor shall post at conspicuous points on the site of the project a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

FEDERAL LABOR STANDARDS PROVISIONS

Federal Labor Standards

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (1) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof@ due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR-5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(x)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the DavisBacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to DavisBacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on

the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) payrolls and basic records. Payrolls and basic records relating thereto. shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937. or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractot shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OM B Control Numbers 1215-0140 and 1215-0017.)
(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be. for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1). U.S. Government Printing Office, Washington, DC. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Off ice of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress. expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not

specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance
with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CPR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant `,to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CPR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CPR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CPR 5.5(x)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime
(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with ail the contract clauses in 29 CPR Part 5.5.
7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CPR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CPR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of ... influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of

this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 151 8) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

SECTION 3

OF THE

HOUSING AND URBAN DEVELOPMENT ACT

OF 1968, AS AMENDED

THE FACTS

SECTION 3: PROVIDING ECONOMIC OPPORTUNITIES THROUGH HUD PROGRAMS

A FACT SHEET

What is a Section 3?

Section 3 is a provision of the Housing and Urban development Act of 1968 which requires that programs of direct financial assistance administered by the U.S. Department of Housing and Urban Development (HUD) provide, to the greatest extent feasible, opportunities for job training and employment to lower income residents in connection with projects in their neighborhoods. Further, to the greatest extent feasible, contracts in connection with these projects are to be awarded to local businesses. Section 3 is a tool for fostering local economic development, neighborhood economic improvement and individual self-sufficiency.

Who Must Comply with Section 3 Requirements?

Section 3 applies to financial assistance awarded, provided, or otherwise made available to a project or activity under a program administered by HUD in aid of housing, urban planning, redevelopment, development, or renewal, public or community facilities and new community development. Section 3 does not apply to financial assistance made available solely in the form of insurance or guaranty or to tenant-based assistance. Recipients of Section 3 covered assistance include, but are not limited to, States, units of local government, public housing agencies, Indian housing authorities, public and private nonprofit organization, private agencies, developers, builders, community development housing organization, resident management corporations and resident councils. Also, contractors who perform work in connection with projects funded under covered programs must comply with Section 3 requirements. Section 3 applies to the following programs:

- Low Income Housing Programs
- Community Development Block Grant Programs
- Homeless Assistance Programs
- HOPE Programs
- HOME Programs
- National Affordable Housing Act Programs
- Fair Housing Initiatives Program
- Fair Housing Assistance Program

What Types of Economic Opportunities may be Available?

Administrative/Management

Accounting
Clerical/Record keeping
Research
Word Processing

Services

ADP/Computer
Air Conditioner Repair
Lead-Based Paint Removal
Legal

Appliance Repair
Carpet Consultants
Catering
Engineering
Florist
Janitorial
Landscaping
Manufacturing
Marketing
Monuments
Photography
Printing
Supplier
Transportation

Construction

Architecture
Bricklaying
Carpentry
Cement/Masonry
Demolition
Drywall
Electrical
Elevator Construction
Fencing
Heating
Iron Works
Lathers
Machine Operation
Painting
Plastering
Plumbing
Surveying
Tile Setting

Regional Director
Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
26 Federal Plaza
New York, NY 10278-0068

Regional Director
Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
Liberty Square Building
105 South 7th Street
Philadelphia, PA 19106-3392

Regional Director
Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
Richard B. Russell Federal Building
75 Spring Street S.W.
Atlanta, GA 30303-3388

Regional Director
Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
Ralph H. Metcalfe Federal Building
77 West Jackson Blvd.
Chicago, IL 60604-5601

Regional Director
Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
1600 Throckmorton
P.O. Box 2905
Fort Worth, TX 76113-2905

Regional Director
Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
Gateway Tower II
400 State Avenue
Kansas City, KS 66101-2406

SECTION 3 REQUIREMENTS

Section 3 requires that, to the greatest extent feasible, opportunities for job training and employment be given to lower income residents of the Section 3 area, and that contracts for work in connection with the Section 3 covered project be awarded to business concerns which are located in or owned in substantial part by persons residing in the Section 3 area. Section 3 also requires that the recipient/contractor take affirmative steps to give preference to qualified Section 3 area residents and business concerns in providing training, employment, and contracting in connection with Section 3 covered project.

Program participants and contractors must:

A. make a good faith effort to utilize Section 3 area residents as trainees and employees in connection with the project; i.e. targeted recruitment and selection of Section 3 area residents for available positions through local advertising media, signs placed at the proposed site for the project, and community organization and public or private institutions operating within or serving the project area such as Youth Resource Development Corporation (YRDC), and the New York State Job Services of the New York State Department of Labor.

B. make a good faith effort to award contract to Section 3 business concerns for work in connection with the project; i.e. implementation of an Affirmative Action Plan which includes targets for the number and dollar value of contracts awarded to Section 3 business concerns.

C. Keep records and submit report to HUD, via the City of Poughkeepsie, documenting the good faith efforts and the results of these actions; i.e. letters to community organizations, employment development and business development centers, copies of solicitations for bids or proposals; copies of Affirmative Actions Plans.

You will be required to submit as part of your bid submission an Affirmative Action Plan which identifies the following:

A. The number of training positions to be used on the job, if any, the number that will be filled by residents;

B. The number of positions, by skill level, required to plan and implement the work to be done on the job, and determine how many of the positions are currently filled and which are not filled by regular permanent employees; and establish a target within each category for the number of positions to be filled by Section 3 area residents.

C. Develop and maintain records and reports that include actions taken and their results, such as, but not limited to:

1. Copies of all advertisements for training and employment,

2. A list of Section 3 residents who applied for, or otherwise expressed interest in, training positions or employment,

3. Documentation of pre-construction conferences,

4. Copies of correspondence to community organizations informing them of Section 3.

We have included in this section various forms and fact sheets to help you implement these Section 3 requirements.

AFFIRMATIVE ACTION PLAN

To ensure equal opportunity in hiring and employment for all work of the contract, ALL contractors and subcontractors agree to take the following actions:

1. Endorse the following statement: The undersigned contractor has agreed that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin and, will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin.

   Furthermore, this contractor has agreed that, to the greatest extent feasible, opportunities for training and employment will be given to lower income residents of the project area and contracts for work in connection with the project will be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

2. When hiring any subcontractors, provide an opportunity for any minority owned firms located within Dutchess County to bid for the job. The City of Poughkeepsie will provide a list of any such firms.

3. Report to the office of Community Development on the firm's total employees, by race and sex.

4. Send a copy of this Affirmative Action Plan to any collective bargaining organization with which the contractor has an agreement.

5. Post the Equal Opportunity Poster and this Affirmative Action Plan in a conspicuous location available to employees.

_____ hereby agrees to abide by the
(Name or Firm)

provisions of this Affirmative Action Plan.

Signature and Title

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause: and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

1.Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. ___ Yes ___ No

2.Compliance reports were required to be filed in connection with such contract or subcontract. ___ Yes ___ No

3. Bidder has filed all compliance reports due under applicable instruction, including SF-100. ___ Yes ___ No ___ None Required

4. Have you even been or are you being considered for sanction due to violation of Executive Order 11246, as amended? ___ Yes ___ No

NAME AND TITLE OF SIGNER (Please Type)

SIGNATURE	DATE

Replaces Form HUD-4238.CD-1, which is Obsolete

HUD-950.1(11-78)

"THE SECTION 3 CLAUSE"

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 710lu. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulation issued pursuant thereto by the Secretary of Housing and Urban Development set for the 24 Park CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The Contractor will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal Financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not contract with any subcontractor where he has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

ESTIMATED PROJECT WORK FORCE BREAKDOWN

Job Category	Total Estimated Positions Needed for Project	Number of Positions Occupied by Permanent Employees	Number of Positions Not Occupied	Number of Positions to be Filled with Section 3 Residents
Officer/Supervisors				
Professionals				
Technical				
Hsg. Sales/Rental Mgmt				
Office/Clerical				
Service Workers				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Trainees				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Trainees				
Others				

Section 3 Resident

Individual residing within the Section 3 area whose family income does not exceed 90% of the median income in the Metropolitan Statistical Area or the county if not within a MSA in which the Section 3 covered project is located.

Company

Project Name

Project Number

Person Completing Form

Date

ACTUAL PROJECT WORK FORCE BREAKDOWN

Type of Contract (Business or Profession)	Total Number	Total Approximate Dollar Amount	Estimated Number of Contracts to Section 3 Businesses	Estimated Dollar Amount to Section 3 Businesses

Company

Project Name

Project Number

Person Completing Form

Date

PROPOSED CONTRACTS/SUBCONTRACTS BREAKDOWN

Type of Contract (Business or Profession)	Total Number	Total Approximate Dollar Amount	Estimated Number of Contracts to Section 3 Businesses	Estimated Dollar Amount to Section 3 Businesses

Company

Project Name

Project Number

Person Completing Form

Date

SECTION 3 BUSINESS UTILIZATION

PROJECT NUMBER: _____ TOTAL DOLLAR AMOUNT OF CONTRACT:

NAME OF PRIME CONTRACTOR:

ADDRESS:

FEDERAL IDENTIFICATION NUMBER:

NAME OF SUBCONTRACTOR	SECTION 3 BUSINESS	ADDRESS AND PHONE NUMBER	TRADE/SERVICE OR SUPPLY	CONTRACT AMOUNT	AWARD DATE	COMPETITIVE OR NEGOTIATED BID	FEDERAL IDENTIFICATION NO.

* Check if a Section 3 business concern

TOTAL DOLLAR AMOUNT AWARDED TO SECTION 3 BUSINESSES $_____.

Section 3 Business Concern

A business concern which is located in or owned in substantial part (at least 51%) by persons residing in the same metropolitan area or non-metropolitan county as the Project.

PROPOSAL SHEETS

CITY OF POUGHKEEPSIE
Purchasing Department

BID PROPOSAL FORM

The undersigned, having carefully examined the appropriate specifications, **Cold Milling Machine Rental, RFB-COP-01-14-01**, and Dated February 19, 2014, does hereby agree to furnish and deliver to the City of Poughkeepsie, New York, the following items at the price(s) indicated:

SCHEDULE OF ITEMS	UNIT	2014 PRICE	2015 PRICE
Milling Machine Rental w/ operator –*machine must be able to move from site to site at adjacent work areas*.	Daily	$	$
Mobilization for each visit to the city. Includes all expenses to and from the City of Poughkeepsie.	Daily	$	
Total daily rate w/ mobilization charges	Daily	$	$
Please answer below by checking appropriate box:	Yes	No	
Is the proposed Milling Machine specified for the bid able to be moved from site to site expeditiously without the use of separate equipment (flatbeds, etc.) to maximize daily productivity?			

Submitted by: _____Contact Person_____
(Company Name)

Telephone _____Fax # _____

City of Poughkeepsie
Purchasing Department
PROPOSAL FORM

Proposal submitted by:_____

_____

_____

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, telegraphed, or delivered:

_____

_____

The vendor hereby agrees to the provisions of Section 103-a of the General Municipal Law which requires that upon the refusal of a person, when called before a Grand Jury to testify concerning any transaction, or contract had with the State, any political subdivision thereof, a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) "such person, and any firm partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid."

The vendor does hereby certify that he or it is under no such impediment or disqualification from bidding created under Section 103-b of the General Municipal Law of the State of New York.

CS-1

As required by Section 139-d of the New York State Finance Law, the bidder certifies that:

(a) the proposal has been arrived at by the proposer independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for quote, and

(b) the contents of the proposal have not been communicated by the proposer, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the proposal. The signature of the Contractor to this contract shall be deemed a specific subscription to the certificate required pursuant to Section 139-d of the State Finance Law and the Contractor affirms that the statements therein contained are true under the penalties of perjury."

(c) 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.

Signed _____

By _____
President

Dated _____

REFERENCES (PLEASE FILL OUT)

Project: _____

Type of Work: _____

Location: _____

Project Value: _____

Contact Person: _____

Phone Number: _____

Project: _____

Type of Work: _____

Location: _____

Project Value: _____

Contact Person: _____

Phone Number: _____

Project: _____

Type of Work: _____

Location: _____

Project Value: _____

Contact Person: _____

Phone Number: _____

City of Poughkeepsie
Apprenticeship Program Requirement

"The City of Poughkeepsie requires that any contractor or subcontractor have, prior to entering into a construction contract with the City of Poughkeepsie with a value in excess of $100,000.00, apprenticeship agreements appropriate for the type and scope of work to be performed, which have been registered with the NYS Commissioner of Labor in accordance with Article 23 of the Labor Law and shall provide the City of Poughkeepsie with satisfactory evidence of registration with the New York State Commissioner of Labor by the deadline to submit its bid package for the construction contract on which it is bidding;"

Attached is evidence of an approved apprenticeship program registered by the NYS Department of Labor.

Check one: _____YES _____NO

_____ _____
SIGNATURE DATE

_____ _____
COMPANY NAME TELEPHONE

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the City receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

_____
SIGNED

SWORN to before me this

_____ day of _____

20___

Notary Public: _____