CITY OF PEEKSKILL

ADVERTISEMENT AND NOTICE TO BIDDERS

Department of Recreation
City of Peekskill
Peekskill, New York 10566
(914) 734-7275

BID NO. 2021-007

PURCHASE OF POOL COVERS FOR VETERAN’S MEMORIAL POOL

Sealed bids for the City of Peekskill’s “Purchase of Pool Covers for Veteran’s Memorial Pool” will be received at the Office of the City Clerk, Peekskill, New York until 11:00 A.M. on July 8, 2021, at which time they will be publicly opened and read. The envelope must be clearly marked to read Bid No. 2021-007 Veteran’s Memorial Pool Covers and be addressed to the Office of the City Clerk, 840 Main Street, Peekskill, NY 10566.

This bid is for the purchase of two pool covers at the Veteran’s Memorial Pool in the City of Peekskill to be received by the City of Peekskill on or before October 1, 2021. Interested bidders may contact the City of Peekskill Department of Parks & Recreation by email at ddapson@cityofpeekskill.com to schedule a date and time to take measurements of the pools on or before July 2, 2021.

Bid documents shall be available at the office of the Department of Parks & Recreation, 1 Robin Drive, Peekskill, New York. As a bid security, each proposal shall be accompanied by a certified check, cash, money order and/or cashier check in the amount of five percent (5%) of the total amount of the bid or letter of credit as a guarantee that the bidder will render services as stated in the specifications, if awarded to him.

The City is an equal opportunity employer. The firm shall comply with all Federal, State and Local hiring practices.

The City reserves the right to waive any formalities; to reject any or all bids or portion of a bid; to make minor deviations to the bid specifications, if deemed in the best interests of the City.

Catherine Montaldo
Superintendent of Recreation
BID #2021-007
VETERAN’S MEMORIAL POOL COVERS

RECEIPT OF WRITTEN PROPOSAL DOCUMENT

Each proposer shall be responsible for the delivery of one (1) original and two (2) copies of the proposal to the Office of the City Clerk, City Hall, 840 Main Street, Peekskill, New York 10566 on or before 11:00 a.m. June 15, 2021. Contractors who do not submit their proposals by this time and date will be automatically disqualified from the proposal process. Facsimiles and email transmittals are not acceptable. Proposals shall be tightly sealed, clearly bearing on the outside the name of the contractor, his/her address, and “Proposals for Veteran’s Memorial Pool Covers”. All proposal respondents will be responsible for the costs associated with preparation of the requested proposals, and the City of Peekskill will in no way be held liable for these costs.

INSTRUCTIONS TO BIDDERS

1. NOTICE IS HEREBY GIVEN that the City of Peekskill will accept bids for the two separate pools at the Veteran’s Memorial Pool Complex. The City of Peekskill will award the bid to the lowest responsible bidder meeting bid specifications as determined by the City of Peekskill, located at 840 Main Street, Peekskill, New York 10566 on July 8, 2021

2. Sealed proposals shall be delivered to the above address, any time prior to, but not later than, July 8, 2021 at 11:00 a.m. Bids received after this time will be returned unopened to the bidder. Bids will be opened and read aloud on July 8, 2021 at 11:00 a.m.

3. Each proposal must be submitted on the bid forms provided with these specifications and must be contained in a sealed envelope, which shall be endorsed on the outside with the following information:
   a. PROPOSAL FOR PURCHASE OF VETERAN’S MEMORIAL POOL COVERS
   b. Name and Address of Bidder

4. All bids submitted must be valid for a minimum period of ninety (90) days after the date set for the bid opening.

5. The City of Peekskill reserves the right to reject any and all bids, or to waive any informalities, irregularities or technicalities in any proposal, should it deem to be in the best interest of the City to do so. The contract will be awarded, if at all, to the lowest responsible bidder meeting bid specifications as determined by the City of Peekskill. Bids should be submitted on the premise that the City intends to contract as a single unit for each of the two (2) distinct pool covers, and that the proposal for each must be acceptable to the City. While the financial responsibility of the bidder is a significant concern, the City is equally concerned with the proven ability of the bidder
to satisfactorily perform the contract so that the service will be provided in accordance with proposed contract documents.

6. After determining that a proposal satisfies the mandatory requirements stated in the bid documents, the award of a contract resulting from this request for bids shall be based on the lowest responsible bid.

7. Any explanation or statement which the bidder wishes to make must be placed in the same envelope with the proposal, but shall be written separately and independently of the proposal and attached hereto. Unless the bidder so indicates, it is understood that the bidder is in strict accordance with the specification requirements. The City reserves the right to reject any and all explanations of statements, should it be in the best interest of the City to remain in strict accordance with the specification requirements.

8. As bid security, each proposal shall be accompanied by a certified check, cash, money order and/or cashier check in the amount of five percent (5%) of the total amount of the bid or letter of credit as a guarantee that the bidder will render services as stated in the specifications, if awarded to him.

9. Bidders must satisfy themselves, upon examination of these specifications, as to the intent of the specifications. After submission of the proposal, no complaint or claim that there was any misunderstanding in regard to items listed for bidding will be entertained from either party.

10. All bids shall be deemed final, conclusive, irrevocable and no bid shall be subject to correction amendment for any error or miscalculation.

11. The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, county, and other local government agencies, which may in any manner affect the performance of the contract, and in particular, such laws pertaining to safety. The Contractor, in performing under this contract, shall not discriminate against any worker, employee, or applicant, or any member of the public because of race, creed, color, age, sex, or national origin, nor otherwise commit an unfair employment practice.

12. No contract shall be assigned or any part of the same subcontracted without written consent of the City of Peekskill, but in no case shall such consent relieve the Contractor from his obligations or change the terms of the contract.

13. These bid specifications shall be affixed to the contract entered into between the Contractor and the City of Peekskill, and shall be considered an integral part thereof. Should there be determined that there is contradiction between the bid specifications and the contract, the terms and conditions of the contract shall prevail.
GENERAL CONDITIONS TO BIDDERS

1. The Contractor must adhere to all laws and policies of New York State and the City of Peekskill, and shall observe and comply with all laws and regulations pertaining to Equal Employment Opportunity and Fair Employment Practices.

2. The Contractor agrees to indemnify, hold harmless and defend the City of Peekskill, its officers, employees and agents against all suits, actions, legal proceedings, claims and demands, and against all damages, loss, costs, expenses and attorney’s fees, in any manner, caused by, arising from, incidental to, connected with or growing out of the operation of this contract.

3. The Bidder certifies that the bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same project, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

4. The Contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State where the work is located, as well as protect himself, his sub-contractors, and the City of Peekskill from claims for bodily injury, death or property damage, which may arise from operations under this Contract. The City of Peekskill shall not execute this Contract until the Contractor has obtained all insurance required under this Section and shall have filed with the City, an Endorsement to Contractor’s insurance policies naming the City of Peekskill as an unrestricted additional insured insurance, or certified copies of the insurance policies naming the City as an additional insured. Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without thirty (30) days written notice to the City of Peekskill of intention to cancel.

The kinds and amounts of insurance required are as follows:

a. Notwithstanding any terms, conditions or provisions in any other writing between the parties, the Contractor hereby agrees to designate the City of Peekskill as an unrestricted additional insured on their insurance policies with the exception of workers’ compensation.

b. The policy naming the City of Peekskill as an additional insured shall:
   i. Be an insurance policy from an A.M. Best rated “secured” New York State licensed insurer.
   ii. Contain a 30-day notice of cancellation.
   iii. State that the organization’s coverage shall be primary coverage for the City, its Boards, Commissions, employees and volunteers.
   iv. The City shall be listed as an additional insured by using endorsement CG 2010 10 85 or broader. If another endorsement is used, a copy shall be provided to the City.

c. The Contractor agrees to indemnify the City for any applicable deductibles.

d. Required Insurance:
   i. Commercial General Liability Insurance: $1,000,000 per occurrence/$2,000,000 aggregate.
ii. Automobile Liability: $1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.

iii. Excess/Umbrella Insurance: $10,000,000.

iv. Employer’s Liability Insurance in the amounts of $1,000,000 per accident and $1,000,000 for each employee with Disease Policy limit of $1,000,000.


JOB DESCRIPTION

A. MAIN POOL
DESCRIPTION OF ITEM:

The City is requesting a proposal for the purchase of a mesh safety cover on the Main Pool which measures 165’ x 55’ with a depth of 3’8” x 12’. Anchors have been installed on the deck to secure the cover at various locations around the pool. The pool also has stairs that extend past the normal side of the pool and will need to be covered. Lifeguard stands are also mounted around the pool that will need to be addressed when creating the cover. The cover must be received by the City on or before October 1, 2021.

B. KIDDIE POOL
DESCRIPTION OF ITEMS:

The City is requesting a proposal for the purchase of a mesh safety cover on the Kiddie Pool which measures 53’ x 30’ with a depth of 6’ -18’. Anchors have been installed on the deck to secure the cover at various location around the pool. There are no obstructions to the cover at this pool. The cover must be received by the City on or before October 1, 2021

PROPOSAL
BID # 2021-007
VETERAN’S MEMORIAL POOL COVERS
In compliance with the above, I propose the following:

A. MAIN POOL
   1. 1 Replacement Mesh Safety Cover for the Main Pool at the Veteran’s Memorial Pool

Lump Sum Bid for the MAIN POOL COVER (cost in numbers)

____________________________________________________________________________________

Lump Sum Bid for the MAIN POOL COVER (cost in words)

____________________________________________________________________________________
B. KIDDIE POOL
   1. 1 Replacement Mesh Safety Cover for the Kiddie Pool at the Veteran’s Memorial Pool.

Lump Sum Bid for the KIDDIE POOL COVER (cost in numbers)

Lump Sum Bid for the KIDDIE POOL COVER (cost in words)
V. AWARD OF CONTRACT:

The City of Peekskill reserves the right to select the bid proposal, the acceptance of which will, in its judgment, best secure this material, equipment or services which will be for the best interest of the City of Peekskill or to reject any or all bids. Proposals which are incomplete, conditional or obscure or which contain conditions not called for, erasures, alterations or irregularities of any kind may be rejected as informal, or may be waived at the discretion of the City of Peekskill if any informality is deemed immaterial and non-prejudicial to the City of Peekskill and other bidders.

________________________________________
AUTHORIZED SIGNATURE

TITLE ___________________________________ DATE _____________

COMPANY NAME _________________________ PHONE ______________

COMPANY ADDRESS
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

Imprint Corporate Seal, if applicable.
VI. STATEMENT OF NON-COLLUSION
BY BIDDERS

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

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be discussed by the bidder directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to include any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

I, _______________________________, hereby affirm under the penalty of perjury under the Laws of the State of New York that I am authorized to provide this certification and that the above is true and correct.

DATE__________________     __________________________________
SIGNATURE OF BIDDER

____________________________________
TITLE
Pursuant to General Municipal Law §103-g, which generally prohibits the City from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder submits the following certification:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

I, ___________________________ hereby affirm under the penalty of perjury under the Laws of the State of New York that I am authorized to provide this certification and that the above is true and correct.

DATE__________________     ____________________________________
SIGNATURE OF BIDDER

Sworn to before me this
______ day of ___________, 20____
Veteran’s Memorial Pool Cover Bid #: 2021-007
Veteran’s Memorial Pool Diagram