

**- REQUEST FOR PROPOSALS -**

**"TOWN HIGHWAY STORAGE ("MORTON") BUILDING ROOF"**

**TOWN OF NEW LISBON, NEW YORK**

**NOTICE TO BIDDERS**

*Notice is hereby given that the Town of New Lisbon, New York, County of Otsego, will receive proposals for professional services as herein described.*

**I. Purpose**

The Town of New Lisbon (the "Town") is seeking proposals for work on the roof of the storage building ("Morton Building, plus addition) behind the Town Highway Garage at 809 County Highway 16, Garrattsville NY 13342 (42.63875, -75.17150).

**II. Submission of Proposals**

Proposals must be submitted in writing to Ms. Charlene Wells, New Lisbon Town Clerk, 829 County Highway 16, Garrattsville NY 13342, no later than 5:00pm on April 11.

Bids must be (1) contained in a sealed envelope marked, "Proposal: Town Highway Department - Addition" (submission on recycled paper is appreciated) or (2) in a .pdf file suitable for printing on standard 8.5x11 paper that is attached to an email having the subject line, "Confidential Proposal-MB Roof," and that is addressed to and received by Ms. Wells at [charlene\\_r\\_wells@yahoo.com](mailto:charlene_r_wells@yahoo.com). Confirmation of receipt by telephone (607-965-8508) is recommended..

Prospective bidders are invited to inspect the storage building prior to submission of proposals, by appointment and with the understanding that such inspection will be scheduled with the Town Highway Superintendent, Mr. Don Smith (607-965-8287), so as not to interfere with the work of Town employees.

**III. Specifications**

**A. Services**

The Services to be performed pursuant to any contract that may be entered into based on this RFP will include the following Specific Services: (1) replacing all eight polycarbonate roof panels with matching metal roof panels, and (2) prepping the roof for painting (including, e.g., counter sinking nails or screws and caulking as necessary) and painting the roof.

**B. General Conditions**

1. Prime Responsibility: The selected bidder with whom a contract is entered into (the "Contractor"), if any, will be required to assume full responsibility for the Services.
2. The Contractor must guarantee that the Services will be performed in compliance with all applicable local, county, state and federal laws and regulations

pertinent to this project and will be responsible for obtaining any licenses, permits and approvals that may be required. The Contractor will adhere to all Manufacturers' requirements pertinent to the installation, storage and handling of materials chosen for this work.

3. The Contractor must be prepared to enter into a contract with the Town under which the Contractor will perform the Services as an independent contractor of the Town.

4. The Contractor will apply for a prevailing wage schedule with the NYS Department of Labor, if applicable, and will provide a copy thereof to the Town.

5. Prior to entering into a contract with a selected Contractor, the Contractor will provide the Town with proof of comprehensive general liability insurance (\$1,000,000.00 minimum coverage) identifying the Town as an additional Insured and will maintain such insurance in effect at least until completion of the Services.

6. The Contractor will use its best efforts to avoid unduly interfering with the operations of the Town Highway Department. (Scheduling and staging to be agreed with the Town Highway Superintendent.)

#### C. Additional Terms

1. Any contract that is entered into may at the Town's request include additional terms and conditions such as terms and conditions relating to workers' compensation and disability insurance, indemnification, default, assignment, and termination, and other terms and conditions that are standard or customary or that the Town may otherwise require.

2. The terms and conditions set out in this RFP will be incorporated into any contract that is entered into by the Town and the selected Contractor and will be binding upon the selected Contractor as if expressly set forth in such contract.

#### **IV. Town's Reservation of Rights**

A. This RFP is not an offer or a binding commitment to contract on the part of the Town or of the bidder.

B. The Town may make such investigations as the Town deems necessary to verify the ability of any bidder to perform the Services.

C. The Town reserves all rights with respect to this RFP, including but not limited to the following:

1. to request clarification of any submitted information;
2. to reject any and all proposals in whole or in part for any reason or for no reason;
3. to negotiate specific terms, conditions, compensation, and provisions of any contract that may follow from this RFP;
4. to waive any informalities or irregularities in the proposals;
5. not to enter into any agreement;
6. not to select any proposals;
7. to amend or cancel this process at any time;

8. to issue the same or a similar RFP in the future;
9. to accept a proposal that appears to be in the best interests of the Town in the sole judgment of the Town Board.

## **V. Proposal Content and Format Requirements**

### A. Each proposal shall contain:

1. Cover Sheet, including the full legal name of the bidder, type of entity and Federal Taxpayer ID number. The cover sheet must be signed by an owner of, corporate officer of, or agent authorized by the submitter.
2. Description of proposed Services and background, including the materials to be used, specifying, where practicable, brand names of materials to be employed in performance of the Services in addition to descriptions of the materials.
3. The proposal should show the breakdown of labor and materials costs.
4. Other information that may be useful to the Town, e.g.:
  - a. a description of the manner in which the Services would be provided, including specific steps to be taken and a proposed schedule therefor;
  - b. a description of factory and/or contractor warranties that may be applicable;
  - c. a description and explanation of proposed Services and/or materials that would vary from the above specifications;
  - d. planned start and completion dates
  - e. a description and explanation of ways in which possible cost efficiencies may be gained, quality may be improved, or the Town may otherwise benefit from accepting your recommendations;
  - f. an overview of the experience and qualifications of your firm as they relate to this proposal and how they qualify your firm to be the best fit for the Services;
  - g. detailed and verifiable examples and references that substantiate experience in providing the Services, including experience specifically related to the methods and materials that are proposed to be used in providing the Services;
  - h. documentation verifying that you are a factory authorized installer for warranty purposes, if applicable;
  - i. verification that your firm has an available line of credit sufficient to cover costs of materials and other upfront costs;
  - j. an indication as to whether or not the contractor is willing and able to perform the services as an employee of the Town;
  - k. confirmation that your quote is calculated at prevailing wage;
  - l. advice regarding anticipated or possible contingencies;
  - m. a description of any other relevant information, including but not limited to current, pending or past litigation (within the last 10 years) that your firm has been, is, or is expected to be a party to.

## **VI. Selection Procedures**

A. All proposals will be compared based on the totality of the bidder's presentation regarding the Services. The Town reserves the right to award a contract to the bidder who in the sole determination of the Town Board offers a proposal that describes the most efficient and effective plan for providing the Services and that is otherwise in the best interests of the Town.

B. In determining and evaluating the proposals, cost will not necessarily be controlling; the experience and capabilities of those who will be providing the Services and the reputation of bidders will be considered, along with other factors such as a cost-benefit analysis of the proposed Services.

C. After an initial review of each of the proposals for completeness, the bidders submitting the most highly rated proposals may be invited for in-person or telephonic interviews prior to final selection, to further elaborate on their proposals. The Town reserves the right to award a contract without holding interviews in the event that the written proposals provide a basis for selecting a winning proposal.

D. Upon acceptance of a proposal, the Town shall, by letter, officially notify the successful bidder of said acceptance and, prior to the award of a contract, enter into negotiations with the successful bidder. The Town retains the right to withdraw from such negotiations with the successful bidder and to rescind its acceptance of the successful bidder's proposal if the Town is unable to conclude the negotiations within thirty business days following the official notification of acceptance.

E. Once negotiations have been completed, the Town will pass a resolution awarding the contract and the successful bidder will be required to sign a contract. If the successful bidder refuses or otherwise fails to sign the contract within ten business days of receipt of the notice of award from the Town, the bidder shall be considered to have abandoned the contract and the Town shall have the right to rescind the award of the contract.

F. The Town shall not be liable for any costs, expenses, or losses, including without limitation loss of business opportunity, claimed or incurred by any party in connection with the preparation or submission of a proposal in response to this RFP or otherwise in connection with this RFP or its modification, postponement or cancellation. All proposals become the property of the Town upon submission.

## **VII. Inquiries**

A. Direct all inquiries regarding the proposal process or proposal submission to: Ms. Charlene Wells, New Lisbon Town Clerk.