



OFFICE OF LEWIS COUNTY MAINTENANCE DEPARTMENT

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**REQUEST FOR PROPOSAL
EXTERIOR PAINTING OF OLD COURTHOUSE BUILDING
7660 NORTH STATE STREET LOWVILLE, NY**

Date: May 25, 2018

To whom it may concern:

Lewis County is currently seeking proposals for interested and qualified vendors to provide exterior painting of the County courthouse building, located at 7660 North State Street, Lowville NY, within the locations and scope of work listed in sections 2.1 and 2.2 of the RFP. In addition, the vendor will be responsible for any damage to the site, site cleanup, and any issues involving lead based paint if found to be present.

All proposals to be mailed to: Teresa Clark, Clerk of the Board
County of Lewis, 2nd Fl, Rm 225
7660 North State Street
Lowville, New York 13367

or delivered in person between the hours of 8:30 A.M. and 4:30 P.M., Monday through Friday.

All proposals must be received on or before 1:00 p.m. on Friday, June 22nd, 2018. Late proposals will not be considered.

Lewis County reserves the right to forego any formalities and reject any or all proposals.

Lewis County is an Equal Opportunity Employer.

This RFP can be found on and downloaded from the Lewis County Website:

www.lewiscounty.org

Sincerely,

Frank Archer

Lewis County Buildings & Grounds Supervisor

7660 North State Street, Lowville, NY 13367

(315) 376-5321

**REQUEST FOR PROPOSAL
COUNTY OF LEWIS**

EXTERIOR PAINTING OF OLD COURTHOUSE

A. INTRODUCTION:

1.1 Purpose/Objective

The County has determined that it is desirable to solicit offers from interested and qualified vendors/contractors to provide exterior painting of the courthouse building, located at 7660 North State Street Lowville NY, within the locations and scope of work listed in sections 2.1 and 2.2 herein. In addition, the vendor will be responsible for any damage to the site, site cleanup, and any issues involving lead based paint if found to be present.

The County intends to open the bid responses to this RFP on Friday, June 22nd, 2018 at 1:00 p.m., and to select qualified vendor(s), if any.

1.2 Inquiries

Any questions related to this RFP should be directed to Franklin Archer, Supervisor of the Maintenance/Buildings and Grounds Department at 315-376-5321, OR by email to: frankarcher@lewiscounty.ny.gov.

B. GENERAL DESCRIPTION OR REQUIRED PERFORMANCE OUTCOMES:

2.1 Anticipated Projects under this RFP:

- Scraping and painting all exterior brown window trim
- Scraping and painting front porch pillars, fascia, and ceiling
- Scraping and painting white fascia over County Clerk's office
- Painting front porch roof
- Patching above all lintels and checking for water penetration
- Sealing bricks on the south side of courthouse

2.2 Scope of Work

Contractor must provide any and all equipment and material to perform necessary services. Contractor must also obtain permission from Lowville Academy to gain access for the exterior painting of the North side of the building as well as permission from Trinity Episcopal Church for lift access on the south side of the building. Services for each project identified in 2.1 above will include scraping, painting, and site cleanup. The contractor will also be held responsible to repair any damages occurred on the site as well as to address any issues involving lead based paint if found to be present.

C. SPECIFIC REQUIREMENTS:

3.1 The Contractor agrees to provide services to the County as an independent contractor and not as an employee, as those terms are understood for New York and Federal law purposes. The Contractor agrees to provide for, secure, and/or be solely responsible for any and all required fees, permits, Workers Compensation coverage, Unemployment Insurance, Disability Insurance, Social Security contributions, income tax withholding and any other insurance or taxes, including but not limited to Federal and New York taxes, for any persons performing services pursuant to a subsequent agreement, including the Contractor, and any employees of the

Contractor. The Contractor agrees to indemnify the County and hold the County harmless from any claims, suits, losses, or damages, including reasonable attorneys fees, resulting from any failure on the part of the contractor to satisfy its obligations as stated herein.

3.2 The Contractor acknowledges and agrees to purchase, register and insure any and all necessary equipment and vehicles to provide the scope of services identified. Automobile liability insurance must have a minimum limit for bodily injury and property damage of \$1,000,000 /\$3,000,000.

3.3 The contractor acknowledges and agrees to purchase comprehensive general liability insurance with minimum liability limits of \$1,000,000 / \$3,000,000 for personal injury and property damage, and \$3,000,000 aggregate to protect against claims brought against the County, which may arise from the provision of services under a subsequent agreement. Contractor agrees to name the County as an additional named insured.

3.4 The Contractor agrees to indemnify the County and hold the County harmless from any claims (including but not limited to claims under Labor Law Section 240, if applicable), suits, losses, or damages resulting from or relating to any services provided by the Contractor and/or equipment or materials used by the Contractor, or any other person performing services pursuant to a subsequent agreement. The Contractor shall be liable to the County for any loss, damage or destruction of any property, materials, goods, documents, or other items, including reasonable attorney's fees, resulting from or related to the negligence, or other wrongful acts of the Contractor, the Contractor's employees, or any other person performing services pursuant to a subsequent agreement. The amount of general liability insurance.

3.5 The Contractor may not assign, transfer, sublet or otherwise dispose of the Agreement without the prior written consent of the County.

3.6 The County reserves it right to require additional contractual provisions it deems appropriate to give effect to this Proposal.

D. ELIGIBLE APPLICANTS

4. To be deemed an eligible applicant, you must have properly registered (if required) and insured equipment, and be licensed (if required) to operate said equipment.

E. PROPOSAL FORMAT

5. To be submitted on your own forms, but must include the non-collusion form, corporate form set forth at the end of this RFP.

F. BASIS OF AWARD:

6.1 All proposals will be evaluated to determine if they meet the requirements of the Request for Proposals. The County may, as it deems necessary, conduct discussions with the contractor(s) it deems reasonably suspected of being selected for award, for the purpose of clarification and responsiveness to requirements. The County may assign varying weight to criteria, and reserves its right to make an award based upon "best value" criteria.

6.2 Information gathered by the County from the RFP, during any interviews, and any other information and factors deemed relevant by the County may be considered in a final award. Some additional information and criteria the County may consider includes, but is not limited to the bidder's commitment to Lewis County, reputation of the contractor, commitment to quality

of services, responsiveness.

6.3 The County reserves the right to accept or reject any and all RFPs, and to select proposals for award other than those with the lowest price(s) in consideration of best value and best interests of the County.

6.4 The Award may be made to the most responsible bidder whose proposal is determined to be in the best interest of Lewis County, and deemed to best serve the County's needs and requirements, based on the evaluation of all information provided including an interview with Contractor and the Award Committee.

6.5 The Award Committee will consist of the Ways and Means Legislative Committee, County Manager, and Supervisor of Maintenance, Buildings and Grounds. The award shall be made by best value, and must be in the best interest of Lewis County. The County reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. Price will not necessarily be the determining factor in the award of the contract. The Award Committee will make its recommendation to the full Board of Legislators for their approval. Contract award will be made by resolution of the Board of Legislators.

6.6 Contractors will be notified in writing of the successful award after formal acceptance by the Lewis County Legislature.

G. CONTRACT PERIOD:

7.1 Initial contract period shall be determined relative to the date of proposal acceptance, legislative calendar and any other relevant terms or conditions, and is intended for all projects to be completed summer of 2018.

H. GENERAL INFORMATION:

I. PROPOSAL FORMAT:

Your proposal can be submitted on your own form, but must include the following to be considered:

1. Name, Address, Contact Person.
2. Telephone Number/Fax Number/E-mail Address.
3. Years of experience, if any, in commercial exterior painting services
4. Description of equipment intended to be used for the project.

II. PROPOSAL REQUIREMENTS:

- a. Proposals must be accompanied by a signed Proposal Form, signed Non-Collusion Statement and signed attestation of Good Standing, if corporate entity. These forms can be found at the end of these specifications.
- b. Provider must submit their written proposal on their own forms.
- c. **One original and four (4) copies of the proposal must be provided.**
- d. Read all documents contained in the proposal package.
- e. Proposals must be submitted to:
Teresa Clark, Clerk of the Board
Lewis County Court House
7660 North State Street
Lowville, New York 13367

To be considered, the proposal must be received no later than **1:00 PM on Friday, June 22nd, 2018**. No proposals will be accepted after the designated time. Bid packages will be opened on said date and time in the Courthouse Building, Second Floor Chambers, 7660 North State Street, Lowville, NY 13367.

- f. Providers shall indicate on the outside of their sealed proposal the following information:
 - 1. Title of Proposal and Proposal Number, if any
 - 2. Date and Time of Proposal Opening
 - 3. Company Name / Bidders Name

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

III. LATE PROPOSALS:

Proposals received in the Clerk of the Board's Office *after* the date and time prescribed shall not be considered for contract award and shall be returned, unopened, to the Contractor.

NOTE: Any delay due to traffic, weather, mail or express delivery is not an exception to the deadline for receipt of proposals. Please plan accordingly.

IV. NON-COLLUSION STATEMENT:

A signed Non-Collusion Statement *shall be* returned with your proposal.

V. PROPOSAL CONTENT:

All information required by these specifications must accompany the proposal or provider may be disqualified.

VI. ADDENDA:

Addenda are written instruments issued by the County prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.

Addenda will be mailed, e-mailed or faxed to all who are known by the County to have received a complete set of specification documents. Copies of addenda will be made available for inspection at the County Manager's Office. No addendum will be issued later than forty-eight (48) hours prior to the date and time for the receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.

VII. PROPOSAL RECEIPT BY A THIRD PARTY:

Any Contractor submitting a proposal based on incomplete or inaccurate information resulting from documentation received from any third party shall not have cause for relief from award or completion of a contract in accordance with the official documents on file with the County of Lewis. It is **STRONGLY** suggested that all Contractors interested in participating in this proposal, contact the Lewis County Supervisor of Maintenance, Buildings and Grounds directly to assure they have received the most accurate and up to date material concerning this contract.

The County does not offer or supply anyone the list of people that have obtained a copy of these

RFP specifications for the project prior to the opening of the RFP. NO EXCEPTIONS ARE MADE TO THIS POLICY.

I. CONFLICTING TERMS:

8.1 The requirements provided in the “specification” portion of these documents shall govern in any conflict with any other language provided in the general “Terms and Conditions” or any other boilerplate type information. Any conflict between the specification language and any boilerplate language will be resolved in favor of the specification language.

J. EXECUTORY CLAUSE:

9.1 Any contract offered in response to this RFP shall contain the following clause:

“This Contract shall be deemed executory only to the extent of funds appropriated by the Lewis County Board of Legislators and available for the purposes of this Agreement; and no liability on account thereof shall be incurred by Lewis County beyond the amount of such funds.”

K. NO JOINT BIDS:

10.1 Joint Bid/RFPs will not be accepted. For purposes of the specifications, the term joint Bid/RFP shall include, but is not limited to, any Bid/RFP submitted jointly by two or more Contractors in the name of partnership, joint venture or other legal entity formed for the purpose of submitting such a Bid/RFP or to be formed for the purpose of entering into a contract pursuant to such Bid/RFP.

L. PAYMENTS UNDER CONTRACT AWARD:

11.1 Payments will be made by the County after monthly services have been rendered and are complete. Payment will be made 45 days upon submittal of a complete monthly invoice. Any claim against the contractor may be deducted by the County from any money due him in the same or other transactions. In any case where a question of non-performance of a contract arises, payment may be withheld in whole or in part at the discretion of the County as compensation for any loss, damage, or cost incurred by the County as a result of said non-performance.

M. CONFLICTS OF INTEREST

12.1 In executing and submitting this Bid/RFP, the bidder represents and warrants that no person who is an elected official, officer, or employee of Lewis County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested, shall have a financial interest, direct or indirect, in the contract to be awarded hereunder or in the proceeds thereof, unless such person completes and submits a Disclosure Form, on a form acceptable to the County, disclosing their interest or seeks a formal opinion from the Lewis County Ethics Board as to whether or not a conflict of interest exists. For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability entitling the County to recover all monies paid hereunder and Contractor shall not make claim for, or be entitled to recover, any sum or sums otherwise due under any contract awarded hereunder.

PROPOSAL SIGNATURE PAGE

EXTERIOR PAINTING OF OLD COURTHOUSE BUILDING

TO: Clerk of the Board, County of Lewis

THE UNDERSIGNED PROPOSES TO PROVIDE THE GOODS AND SERVICES required as set forth in the referenced Request for Proposal. If successful, the Bidder hereby agrees to furnish the goods and services in accordance with all terms, conditions and specifications contained within referenced Request for Proposal, at prices submitted in referenced specifications. I certify that I am authorized to sign this proposal, myself or on behalf of the company or firm I represent, and to enter into a binding contract with Lewis County. This signed proposal will become part of a binding contract after award by the Lewis County Legislature to the successful bidder.

NOTE: By signing and submitting the proposal form for consideration by the Lewis County Legislature, the Contractor acknowledges they have read, understood, and agree to all aspects of the specifications as presented without reservation or alteration.

_____	_____
Legal name of person/firm/corporation	Authorized Signature
_____	_____
Address	Typed Name
_____	_____
City/State/Zip	Title
_____	_____
Date	Telephone No. Fax No.

E-mail address	

YOU MUST RETURN THIS SHEET WITH YOUR PROPOSAL

NON-COLLUSION FORM

EXTERIOR PAINTING OF OLD COURTHOUSE BUILDING

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, as to its own organization, under penalty or perjury, that to the best of his or her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder 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 disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit, a bid for the purpose of restricting competition.
4. No person, broker or selling agent has been employed or retained by the bidder to solicit or secure this award upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. The bidder further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties.

In compliance with this invitation for bids, and subject to the conditions thereof, the undersigned offers and agrees, if this bid is accepted within forty-five (45) days from the date of opening, to furnish any and all of the items upon which prices are submitted.

Legal name of firm/corporation

Authorized Signature (IN BLUE INK)

Address

Typed Name

City/State/Zip

Title

Date

Telephone No.

Fax No.

YOU MUST RETURN THIS SHEET WITH YOUR BID

CORPORATE APPLICANT/ENTITY ATTESTATION OF GOOD STANDING:

As a duly authorized official of the Applicant Entity identified below, I certify and attest that the following conditions are true and accurate:

The applicant is not currently the subject of an enforcement action related to an investigation by a State or Federal agency.

The applicant corporate entity is in good standing and is in compliance with required corporate filings.

Legal name of firm/corporation	Authorized Signature	
Address	Typed Name	
City/State/Zip	Title	
Date	Telephone No.	Fax No.