



TOWN OF RYE, NEW YORK

Request for Proposal: PW 15-011

Exterior Painting - Crawford Park Mansion

Pre-Bid Site Visit

10am, Wednesday, August 19, 2015

Deadline for Submission of Proposals

By 4pm, September 8, 2015

Contact Person:

Bishop Nowotnik, Town of Rye

914-939-3075 ext 101

914-939-1465 (Fax)

bnowotnik@townofryeny.com

The Town of Rye, New York (the "Town") seeks proposals for painting the exterior of the Town-owned, Crawford Mansion, located in Crawford Park at 122 North Ridge Street, Rye Brook, New York 10573.

SUMMARY OF REQUEST

The proposal shall include all labor, materials and equipment required for:

- Power Washing and removing & scraping of all loose or flaking paint on the mansion
- Proper preparation and care of all wood for painting including fascia, windows, handrails, columns, siding, balconies, doors and light fixtures.
- Removing, repairing or replacing any deteriorated clapboards, fascia, moldings or other wood trim.
- Leasing of any lifts or scaffolding that may be necessary
- All services shall be performed in a professional manner.

PRE-BID SITE VISIT

The Town will conduct an on-site visit for all interested bidders at 10am, Wednesday, August 19, 2015 at Crawford Mansion, 122 North Ridge Street, Rye Brook, New York 10573.

REQUIREMENTS TO BE INCLUDED IN PROPOSAL

Bidders' proposals must include the following:

1. Completed and signed Bid Form: Town of Rye, PW-15-011 (Attachment 1)
2. Completed and signed Town of Rye Non-Collusion Certification (Attachment 2)
3. Brief history of bidder
4. Detailed list of work similar to the services required in PW-15-011 that bidder has previously performed – Including dates, size of job and customer.
5. A list of all personnel who would be assigned to work on this project including their years of experience and qualifications
6. Proposed schedule of work including approximately four progress payments.
7. A minimum of five (5) references, including at least one banking reference
8. Proof of ability to provide insurance required by Town of Rye (see "Town of Rye Insurance Requirements" Attachment 3).

DEADLINE FOR SUBMISSION OF PROPOSAL

Four (4) copies of Bid Form and supporting documents must be submitted no later than 4pm on September 8, 2015 to:

Town of Rye – Supervisor’s Office
Painting Bids
222 Grace Church Street
Port Chester, New York 10573

INQUIRIES

Questions may be directed to Director of Facilities, Bishop Nowotnik at 222 Grace Church Street, via email; bnowotnik@townofryeny.com - Monday - Friday from 8:30-AM - 4:00 PM.

SERVICES TO BE INCLUDED IN BID

1. Wood Preparation

All wood preparation is to include fascia, windows, doors, trim, handrails, siding, balconies, and light poles.

- Remove all window screens & shutters and store safely – to be reinstalled by the winning contractor.
- All loose wood to be re-nailed including fascia, soffit, siding, trim and moldings.
- Removal of any dirt, dust, grime, oils, mildew and loose paint by power washing or hand washing.
- Scraping all loose or “flaking” paint. Remove old caulk that is loose or cracked.
- Spot priming of all bare wood and new wood using oil based primer.
- Caulk all joints around doors and windows and small cracks with silicone latex. Caulk all larger holes and cracks exceeding ¼ inch using an exterior ten (10) year caulk.

2. Metal Preparation

- All metal items are to be scraped, wire-brushed and sanded as to remove all rust.
- Areas of preparation are then to be primed using “penetrol” or a rust oxide industrial primer.

3. **Painting**

- Painting to cover the following: siding, fascia, soffits, doors, columns and trim.
- Painting shall be done between the hours of 7:00 am and 6:00 pm on Monday through Friday unless prior approval is given for extended hours or painting on holidays and weekends.
- The contractor must provide the Town with a preliminary schedule of all work before undertaking a painting project. Once approved by the Town, the contractor must adhere to the schedule unless prior approval is given in writing by the Town.
- All paint must be approved by the Town prior to start up.
- All materials specified and approved shall be delivered in manufacturer's sealed containers, with original labels intact defining the contents therein.
- Painting must be applied in conformity with manufacturers' specifications using a tinted, oil-based primer and one coat of oil based, exterior white paint
- Paint to be applied with brushes only – no spraying of any type
- All materials are to be applied evenly and with the proper film thickness, in strict compliance with the manufacturer's directions and/or printed instructions.
- Work is to be accomplished under favorable weather conditions, best suited to the production of an acceptable finished product.
- Painting work shall be done in a manner that will create as little disturbance as possible for the residents and employees of the Town.
- The contractor shall exercise care in surface preparation and painting to insure that the workmanship is of the best quality, fully conforming to industry standards. Only skilled workers adequately supervised shall be allowed to work on painting projects.
- All paintwork shall be given at least one-year warranty on materials and labor and will include using oil-based paint on all metal items.
- All work shall be subject to the approval of the Town.
- Contractor shall satisfactorily correct any work found in need of correction, due to improper preparation, painting, or workmanship or as a result of the contractor's negligence prior to the final approval and payment.

4. **Paint Protection and Clean Up**

- Wherever surface preparation, or finish painting is being performed, all walks, floors, plants and/or shrubbery, or other surfaces and items not to be painted, shall be carefully protected. Drop cloths shall be used liberally wherever needed for this protection with special attention to vehicles.
- All painting related debris will be picked up and removed on a daily basis. The definition of debris includes but is not limited to paint cans, rags, and brushes. The ground below all work areas is to be covered with dropcloths and all debris is to be contained and disposed of properly.
- All paint flakes and wood pieces are to be removed from common areas including walkways, flower beds, parking lots etc. The contractor is responsible to remove any and all job related debris from the property.
- Painting brushes and other painting tools are to be cleaned at a distance from flowerbeds, shrubbery, trees, walkways, parking lots and grassy areas.

5. **Painting Safety**

- All ladders are to be taken down daily and stored in a safe place away from any traffic areas.
- Wet paint signs and clearly marked areas shall be roped off whenever necessary.
- All unpainted areas are to be masked or draped including shrubs, trees, flower beds and any personal property.
- All areas in the area of spray work are to be moved or covered.
- All workers are to take the appropriate precautions to prevent any injury to themselves, residents and municipal employees.

6. **Lead Paint**

On a daily basis the contractor shall comply with the requirements of the EPA Lead Awareness Program.

INSURANCE

Contractors must provide evidence of Property Damage and Public Liability Insurance and sign an "Indemnification Agreement" prior to commencement of any work. See attached insurance requirements.

NOTIFICATIONS

- Any injury on the job must be reported to the Town within twenty-four (24) hours from the time of the accident or injury; preferably immediately.
- Any Additional work uncovered during the normal painting process shall be reported immediately to the Town. This is to include, but is not limited to rotted wood, damaged structural supports, roof leaks and damage (soffit & fascia).

OTHER PROVISIONS

- Bidding is to include the cost of labor, material, insurance and any related costs covering the scope of the work, unless otherwise specified, in order to complete the work in a satisfactory workmanlike manner.
- Notwithstanding any bid submitted, and subsequently accepted by the Town, the contractor must pay current prevailing wages to all workers employed on any job under this contract. The Town may, at its sole discretion, require certified payrolls for any invoiced work at any time during the Contract period.
- A payment schedule must be submitted and approved prior to the commencement of the work.
- All materials specified and approved shall be delivered in manufacturer's sealed containers, with original labels intact defining the contents therein.
- The contractor shall exercise care in surface preparation and painting, to insure that the workmanship is of the best quality, fully conforming to the lead paint laws and industry standards. Only skilled workers adequately supervised shall be allowed to work on this project.
- All material is to be applied evenly and with the proper film thickness, in strict compliance with the manufacturer's directions and/or printed instructions.
- Work is to be accomplished under favorable weather conditions, best suited to the production of an acceptable finished product.
- The contractor and a designated representative of the Town of Rye will inspect all work as the work progresses. The contractor prior to the final approval and final payment shall satisfactorily correct any work found in need of correction, due to improper preparation, painting or workmanship, or as a result of the contractor's negligence.
- The Town anticipates making approximately four progress payments to the contractor each with a 5% retainage

Contract Award:

- The Town of Rye reserves the right to reject any or all proposals, or to accept the proposal that the Town deems to be in the best interest of the Town, regardless of lowest bid amount.
- The Town of Rye reserves the right to request additional data or information or a presentation in support of written proposals. However, the Town may award a contract based on offers received, without additional submissions. Accordingly, the proposal should be submitted on the most favorable terms from all aspects, which the Bidder can submit.

Commencement of Work

The project shall begin:

1. No later than 30 days after the execution of a contract between the winning Bidder and the Town, or on such other date as agreed by both parties to the contract.
2. With a project meeting among Town officials and the winning Bidder
3. Upon the Town's issuance of a "Notice to Proceed"

Completion of Work

Prior to project completion and final payment:

1. All discrepancies or omissions pertaining to work herein specified are to be corrected by the contractor
2. The contractor has provided the Town with a "Release of Liens"
3. The contractor shall meet with the Town Council.

Attachment 1



**TOWN OF RYE, NEW YORK
Exterior Painting - Crawford Park Mansion
PW-15-011**

BID FORM
THIS FORM IS REQUIRED AS PART OF BIDDER'S PROPOSAL

The undersigned Bidder agrees to furnish the services identified in the Town of Rye's RFP PW-15-011 in the following manner and to guarantee the bid for a period of 90 days from September 8, 2015:

- | | |
|--|----------|
| 1. Front of Main house | \$ _____ |
| 2. Rear of Main House | \$ _____ |
| 3. South Side of Main House including Porch & Solarium | \$ _____ |
| 4. North Side of Main House including Patio Area | \$ _____ |
| TOTAL BID | \$ _____ |

The Town will award the contract on the basis of the TOTAL BID.

The Town anticipates making approximately four payments as suggested by the above phases.

BIDDER NAME _____

BIDDER ADDRESS _____

TELEPHONE _____ Email _____ FAX: _____

BIDDER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER _____

(Must be supplied)

Signature: _____ Date: _____

Print: _____ Title: _____

NOTE: Notwithstanding any bid submitted, and subsequently accepted by the Town, the Contractor shall pay current prevailing wages to all workers employed on any job under this contract. The Town may, at its sole discretion, require certified payrolls for any invoiced work at any time during the Contract period.



TOWN OF RYE, NEW YORK
STATEMENT AND CERTIFICATION OF NON-COLLUSION
COMPLIANCE WITH SECTION 103-d of GENERAL MUNICIPAL LAW

THIS FORM IS REQUIRED AS PART OF BIDDER'S PROPOSAL

1. 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 their knowledge and belief:
 - a. 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 bidder or with any competitor;
 - b. 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
 - c. 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.
2. A bid shall not be considered for award nor shall any award be made where (1) (a), (b) and (c) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets further in detail the reasons therefore. Where (1) (a), (b) and (c) have not been complied with, the bid shall not be considered for award nor shall any award be made unless the Town Attorney, or its designee, determines that disclosure was not made for the purpose of restricting competition.
3. The fact that a bidder has published price lists, rates, or tariffs covering items being procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph 1 above.

4. Any bid hereafter made hereunder by a corporate bidder for work or services performed or to be performed by, goods sold or to be sold, where competitive bidding is required by statute, rule regulation, or local law, and where such bid contains the certification referred to in paragraph 1 above, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate to non-collusion as the act and deed of the corporation.

Legal Name of Person, Firm or Corporation.

Business Address of Person, Firm or Corporation

(Seal, if Corporation)

Bidder to provide information listed below: (Please print)

If Bidder is a Corporation:

President's Name & Address: _____

Secretary's Name & Address: _____

Treasurer's Name & Address: _____

If Bidder is a Partnership:

Partner's Name & Address: _____

Partner's Name & Address: _____

If Bidder is a Sole Proprietorship:

Owner's Name & Address: _____

By: _____

Bidder's Signature

Attachment 3



**TOWN OF RYE, NEW YORK
INSURANCE REQUIREMENTS**

Upon award of a contract, the Contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State, as will protect himself, his subcontractors, the Town of Rye (Town), from claims for bodily injury, death or property damage which may arise from operations under this contract.

The Contractor shall not commence work under this contract until he has obtained all insurance required under this section and until he shall have filed the Certificate of Insurance or the certified copy of the insurance policy with the Town of Rye.

Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without ten (10) days written notice to the Town of Rye of intention to cancel.

Such policy is to be approved by the Town Attorney.

The Contractor shall, at his expense, deliver to the Town an Insurance policy, for the minimum amounts listed below, wherein the Town is named as Additional Insured, insuring the Town against its or any contingent liability under the contract:

- a. Workmen’s Compensation and Employers’ Liability Insurance shall be secured and maintained as required by New York State.

- b. Public Liability, Bodily Injury, and Property Damage:
 - 1. Injury or death of one person.....\$1,000,000
 - 2. Injury to more than one person in a single accident.....\$2,000,000
 - 3. Property Damage.....\$1,000,000

- c. Automobile and Truck Public Liability, Bodily Injury and Property Damage:
 - 1. Injury or Death of one person.....\$1,000,000
 - 2. Injury to more than one person in a single accident.....\$2,000,000
 - 3. Property Damage.....\$1,000,000

CERTIFICATE OF INSURANCE

The Contractor must submit a current Certificate of Insurance to the Town of Rye SUPERVISOR'S office prior to beginning any work under this contract. Said Certificate must show the Town of Rye as additional insured. Certificate holder shall read as: "Town of Rye, 222 Grace Church Street, Port Chester, New York 10573"

PROOF OF WORKERS' COMPENSATION AND DISABILITY COVERAGE

Before any work can begin under this contract, you must submit proof of workers' compensation and disability coverage in the form and limits required by New York State Law. Proof of coverage may be evidenced by inclusion on your Certificate of Insurance, by submitting your State Insurance Fund Certificate, or by submitting appropriate documentation from Westchester County.

If you are not required to carry workers' compensation and disability coverage under the laws of New York State, you must, upon contract award and before any work begins. Submit a completed form c-105.21 which has been certified by the State of New York Workers' Compensation Board.

Attachment 4



**TOWN OF RYE, NEW YORK
MINORITY AND WOMEN-OWNED BUSINESS CERTIFICATIONS**

In order to monitor minority and women-owned business enterprise (MWBE) participation in the Town of Rye’s solicitation and procurement processes, we request that you answer the questions below.

If you do not answer the following questions, the Town will assume that you do not wish to be considered a minority and/or women-owned business.

A minority-owned business is defined as a business that is 51% or more owned and controlled in a substantial and continuing manner by people who are eligible minorities or, in the case of a publicly owned business, where 51% or more of the voting shares of the corporation are owned by people who are eligible minorities.

Eligible minorities are defined as Blacks, Hispanics, Asians, American Indians, Eskimos and Aleuts.

A women-owned business is defined as a business that is 51% or more owned and controlled in a substantial and continuing manner by women, or in the case of a publicly owned business, where 51% or more of the voting shares of the corporation are owned by women.

Are you a minority-owned business? Yes ___ No ___

Which Group? Aleut ___ Amer Indian ___ Asian ___ Black ___ Eskimo ___ Hispanic ___

Are you a Women-Owned Business? Yes No _____

Please identify, by name, minority/women owners of your business and ownership percentage of each:

Name	% of Ownership
_____	_____
_____	_____
_____	_____

By: Bidder’s Name _____

Signature _____