

# *Request for Proposals*

for

## *Town of Thompson*

### *Securing of Structures*

August 9, 2021

To Perspective Bidders:

Notice is hereby given that the Town Board of the Town of Thompson is hereby seeking sealed bid proposals to provide maintenance for various properties within the town that may become abandoned, neglected and/or otherwise inadequately maintained by the owner thereof in accordance with the applicable property maintenance code requirements of the Town of Thompson for this upcoming year. This will apply to vacant, abandoned, and or unoccupied structures, and in circumstances when the owner cannot be readily located or contacted, or when, in the determination of the Code Enforcement Officer, the owner may be located or contacted but a public emergency or matter of life safety exists requiring an immediate board up which is required in order to prevent looting, break-ins, further damage to the property or access to the property due to a life safety issue in or on the premises. This agreement will run from the bid award date through December 31, 2023.

Sealed bids will be received by the Thompson Town Clerk at the office of the Thompson Town Clerk, Thompson Town Hall, 4052 State Rte. 42, Monticello, New York 12701 until **11:00 A.M., September 2nd**, prevailing time and will then be publicly opened and read.

#### **1.0 GENERAL CONDITIONS**

**1.1 - Form** – Proposals shall be arranged on a Unit Price basis using the attached **Bid Form**. *Note: The Town of Thompson makes no guarantees of the amount of work that may necessary during the contract time period nor will the Town of Thompson consider renegotiation of Unit Prices for Items for any reason.*

**1.2 - Method of Award** – The Town will award this work to the lowest responsible bidder based on the comparison of the proposed unit prices and conditioned upon the Bidder properly executing this proposal and meeting the requirements outlined in **1.4** and **1.5** herein.

**1.3 - Wage Rates** – The Bidder agrees to comply with provisions of New York State Labor Law with respect to payment of Prevailing Wages to the extent applicable to the Bidder. Wage Rate schedules can be obtained at [www.labor.state.ny.us](http://www.labor.state.ny.us). The Bidder shall submit with each application for payment a Certified Payroll verifying wage rates that have been paid for each labor category.

**1.4 - Bidder Qualifications** – Each Bidder, upon request of the Town of Thompson, shall submit satisfactory proof of their capacity to perform work under this proposal. Such proof shall include documentation of equipment, labor force, office staff, and supplies in the event of multiple requests for service at various locations at the same approximate time of need. Each bidder must provide proof of ownership, such as copies of vehicles registrations. Each bidder must provide a minimum of (2) references from municipalities within Sullivan County for which like services were provided. The Town of Thompson reserves the right to reject any proposal from a Bidder whom cannot satisfy the Town as to their ability to effectively and safely perform the work as defined herein.

**1.5 - Insurance** – The successful Bidder shall submit a Certificate of Insurance listing the **Town of Thompson as Additionally Insured** (Not Certificate Holder). The limits of Insurance shall be sufficient to

cover work of this type, but in no case be less than \$2,000,000 General Liability, \$1,000,000 Auto Liability and \$2,000,000 Excess Umbrella Liability. Insurance provided shall be on a Primary and Non-Contributory basis and contain a Waiver of Subrogation endorsement. Evidence of these conditions shall be illustrated on the Certificate of Insurance.

The Bidder shall also show proof of Workmens Compensation Insurance on either of the following forms CE-200 (Private Carriers) the C105 or U-26.3. The ACORD Form will not be accepted.

**1.6 - Laws & Safety** – In submitting this proposal the Bidder acknowledges that they are aware of and will comply with all laws, rules and/or regulations pertaining to work to be performed under this proposal and Payment of appropriate Wage Rates to all employees involved with this award. The Bidder shall comply with any and all Occupational Safety Codes or Laws.

**1.7 – Indemnification** – The Bidder agrees to defend, indemnify, hold and save harmless the Town of Thompson, its officers, agents, servants, and employees, from and against any and all liability, damages, costs, or expenses, causes of action, suits, judgments, losses, and claims of every name not described, including attorneys’ fees, brought against the Town of Thompson which may arise, be sustained or occasioned, either directly or indirectly by any person, firm or corporation, arising out of, or resulting from, the performance of the services by the Bidder, arising from any act, omission or negligence of the Bidder, its’ Agents and/or employees. Nothing in this Agreement is intended to relieve that Town of Thompson from its’ own negligence or malfeasance or for the Bidder to assume any such liability for the Town of Thompson.

**1.8 – Sub-Contractors** – The Bidder shall not subcontract any of the work under this contract, without the express written consent of the Town of Thompson.

**1.9 – Additions** – The Town of Thompson reserves the right to add related items to this contract, upon the written agreement of the Bidder with respect to scope, price and timing.

## **2.0 - SCOPE**

**2.1 – Description of Work** – The Town of Thompson is seeking a qualified Bidder to undertake securing of vacant, abandoned or otherwise unoccupied and inadequately maintained properties within the Town of Thompson. Such maintenance work shall include any or all of the following: the securing of exterior doors, windows and other openings in the structure(s).

## **2.2 – Materials & Equipment**

The qualified Bidder shall be responsible for supplying all materials and equipment associated with the above maintenance work and shall include as part of their Unit Pricing, sufficient coordination to insure that required materials and equipment are provided to the job at the time that they start their work. The Bidder shall supply incidental parts such as screws, plywood, etc. that may be necessary for the securing of structures. Billing for these incidental parts shall be done separately based on actual invoices and allowed 10% O.H. and 10% Profit.

## **2.3 – Notification**

The Town of Thompson shall notify the Bidder via electronic mail or telephone of maintenance work that becomes necessary. During hours outside of the normal work day, an answering service must be in place to receive notification. An answering machine/voice mail is not acceptable notification method. It is a requirement of this contract that all bidders be able to provide 24 hours, 7 days a week service. Emergency

response time must be within 1 hour of notification. The only exception to this requirement is when extenuating circumstances exist, such as inclement weather.

By submitting a proposal for this maintenance contract, the Bidder acknowledges the Town of Thompson's effort to maintain and secure vacant, abandoned, unsafe, blighted properties, which is essential to assure the safety, health and welfare of the general public. The Bidder further acknowledges that failing to perform the work in a timely manner may be cause for the Town of Thompson to cancel this contract.

### **2.3 – Payment**

The Bidder shall submit all bills for service to the insurance company insuring the premises prior to submission to the Town. The town will not pay the bill for service without a written refusal from the insurance company to pay the and/or there is a written proof satisfactory to the Town, that the premises was without insurance at the time of the incident. The bidder shall submit a work invoice for payment to the Town upon completion of work. All payments will be made in accordance with the published Town of Thompson voucher schedule.

### **2.4 – Contact Person(s)**

***Logan Morey***

Building/Zoning &  
Code Enforcement Officer  
4052 State Rte. 42  
Monticello, NY 12701

Office: (845) 794-2500  
Fax: (845) 794-8600  
E-mail: [LMorey@townofthompson.com](mailto:LMorey@townofthompson.com)

***Eric Horton***

Building/Zoning &  
Code Enforcement Officer  
4052 State Rte. 42  
Monticello, NY 12701

Office: (845) 794-2500  
Fax: (845) 794-8600  
E-mail: [Ehorton@Townofthompson.com](mailto:Ehorton@Townofthompson.com)

***Brian Benzenberg***

Building/Zoning &  
Code Enforcement Officer  
4052 State Rte. 42  
Monticello, NY 12701

Office: (845) 794-2500  
Fax: (845) 794-8600  
E-mail: [Bbenzenberg@townofthompson.com](mailto:Bbenzenberg@townofthompson.com)

### **3.0 – PAY ITEM DESCRIPTION**

#### **3.1 – Bid Items**

The following items are to include all Bidders costs relating to Supervision, Labor, Equipment and/or Tools to safely undertake the following work items.

1. **Securing of Structures**

When directed by the authorized representative of the Town of Thompson, vacant or abandoned structures shall be secured to prevent unauthorized access, vandalism, infestation or weather damage.

- (a) Exterior windows and doors required to be secured shall be covered with minimum nominal size ½” exterior grade plywood or oriented strand board (OSB). Such sheathing shall be secured to the opening perimeter with exterior grade screws providing a minimum fastening depth of one and one half (1-1/2) inches
- (b) Fencing
- (c) Other exterior openings shall be covered or secured included but not limited to lock removal or replacement and shoring a building as directed by the authorized representative of the Town of Thompson.
- (d) Water clean up to make an area safe or make accessible for service.

**4.0 – BID FORM**

<b>Item #</b>	<b>Item Description</b>	<b>Unit</b>	<b>Proposed Unit Price</b>
1	Minimum service call charge	Man Hour	
2	Regular hourly rate	Man Hour	
3	After hours hourly rate	Man Hour	
4	Holiday Rate	Man Hour	
5	Fencing of property	Per Foot	
6	Locking of property	Per Lock	
7	Equipment rate	Man Hour	
8	Water Pump rate	Man Hour	
9	Board up materials	Per Foot	
10	Shoring materials	Per Foot	
11	Rubbish and Garbage Removal	Man Hour	
12	Man Lift: Delivery/Pick Up	Per Day	
13	Tractor: Delivery/Pick Up	Per Day	
14	Skid Steer: Delivery/Pick Up	Per Day	
15	OSB/Plywood	Per Sheet	
16	Winterization	Flat Fee	
17	2x4	Per linear foot	

18	2x6	Per linear foot
19	Padlock	Each
20	Hasp set	Each set
21	Lock rekey	Each
22	Entry set or deadbolt	Each set
23	Tarpaulin	Per sq foot
24	Woodlath	Per bundle
25	Roof tar	Per tube
26	Keep out/danger/no trespassing signs	Each
27	Fencing	Per linear foot
28	Bio hazard labor rate	Man hour
29	Hazmat clean up	Man hour

**5.0 – ACKNOWLEDGEMENT & SIGNATURE**

**5.1 – Non-Collusive Bid Statement**

The bidder specifically agrees that pursuant to Section 103-d of the General Municipal Law and the following that by submission of this proposal, each bidder and/or each person signing on behalf of any bidder certifies, under penalty of perjury, that to the best of their 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 this bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**5.2 – Affirmation**

By signing and submitting this proposal the Bidder acknowledges that he understands the scope of the proposed work and agrees to comply with all the above requirements.

**Bidder:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_