

# *Request for Proposals*

*for*

## *Town of Thompson*

### *Property Maintenance*

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 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 be 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 & function as well as references from other similar contracts. 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 maintenance 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: cutting/trimming of grasses and weeds; exterior rubbish and garbage removal.

## **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.

## **2.3 – Notification**

The Town of Thompson shall notify the Bidder via electronic mail or telephone of maintenance work that becomes necessary. It is a requirement of this contract that all maintenance work be completed in a timely manner not to exceed 7 business days after the date 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 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 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. Cutting of Grass and Weeds**

- (a) All grass and weeds on lawn areas to be cut or trimmed to a maximum height of four (4) inches.
- (b) All grass and weeds located within lawn areas adjacent to all structures and equipment, including but not limited to, sidewalks, driveways, roads, foundations, fences, walls, trees, outbuildings, pools, play sets, HVAC equipment are to be cut or trimmed to a maximum height of four (4) inches consistent with 1(a) above.
- (c) All grass and weeds located within the exterior boundaries or edges of any sidewalk, driveway, patio, landscape area, garden or other areas exclusive of the lawn area are to be cut or trimmed to existing adjacent grade or surface level.
- (d) All residual cuttings of grass and weeds exceeding twelve (12) inches in height prior to cutting or trimming are to be raked/swept up and removed from the property.
- (e) All residual cuttings on sidewalks, driveways, roads, patios or other hard surfaces are to be power blown or swept clean.

- (f) No residual cuttings are to be blown, swept or otherwise deposited on any private or public property, including the right of way, adjacent to the work area.

2. **Rubbish and Garbage Removal**

- (a) All sticks, branches and limbs exceeding twelve (12) inches in length, located on the lawn area shall be cleaned up and removed from the property.
- (b) All sticks, branches and limbs of any size located on driveways, sidewalks, patios, decks or other hard surfaces shall be cleaned up and removed from the property.
- (c) All rubbish and garbage, including but not limited to, papers, boxes, rags, bottles, cans, trash bags, scrap metal and other similar materials shall be cleaned up and removed as directed by the authorized representative of the Town of Thompson.
- (d) If the amount of rubbish and garbage necessitates an onsite trash container, such container shall be located entirely on the property to be serviced. Such container, or containers, shall be located in the driveway of the property to be serviced whenever possible. Adequate care shall be taken by the contractor to ensure minimal damage to the driveway surface. Such container shall be located or kept on the property only as long as is necessary to fill such container and shall be removed immediately thereafter.

**4.0 – BID FORM**

<b>Item #</b>	<b>Item Description</b>	<b>Unit</b>	<b>Proposed Unit Price</b>
1	Cutting/Trimming Of Grass/Weeds Less Than Twelve (12) Inches In Height	Man Hour	
2	Cutting/Trimming Of Grass/Weeds More Than Twelve (12) Inches In Height	Man Hour	
3	Rubbish & Garbage Removal	Man Hour	
4	Truck/Equipment (mowers, trimmers, blowers, man lift)	Flat Rate	
5	Haul/Roll off fee	Flat Fee	
5a	Disposal Fee 0-1 ton	Per Ton	

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