

RFP / RFQ

**Canandaigua Town Hall
HVAC Equipment and Installation
REQUEST FOR PROPOSALS**

August 29, 2017



5440 Routes 5 & 20 West
Canandaigua, NY 14424
(585) 394-1120 ~ townofcanandaigua.org
Established 1789

Request for Proposals for HVAC Installation Services for The Town of Canandaigua Town Hall

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Town of Canandaigua will receive sealed bids for the installation of HVAC equipment for the Town Hall, located at 5440 Route 5 & 20 West, Canandaigua, New York 14424.

Such sealed bids must be filed with the Town Manager at 5440 State Routes 5 & 20 West, Canandaigua, New York 14424, PRIOR TO 4:00 PM prevailing time, September 15, 2017.

This Request for Proposals (RFP) and all supporting documentation is available at the Town of Canandaigua Town Clerk's office at the above mentioned address and also on the NY State Contract Reporter website (<https://www.nyscr.ny.gov/index.cfm>) or on the Town of Canandaigua's website at townofcanandaigua.org.

NOTE: the Town of Canandaigua (the "Town") shall not be held responsible for the completeness or accuracy of any bid documents received by a vendor that were not directly issued to that vendor by the Town or were not obtained directly from the Town's website. Any vendor submitting a bid 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 Town Clerk. The Town of Canandaigua Town Board reserves the right to reject any and all bids.

It is HIGHLY suggested that all vendors interested in participating in this bid, contact the Town of Canandaigua directly at the above address, telephone number, or web address to assure they have received the most accurate and up to date material concerning this contract.

The Town does not offer or supply anyone the list of people that have obtained a copy of these bid specifications or cost estimates for the project.

INTRODUCTION & BACKGROUND INFORMATION

The Town Hall of the Town of Canandaigua has an outdated, over twenty year old, inefficient HVAC system that has had repeated failures, costing the Town money in the form of maintenance and repeated repairs as well as lost hours worked due to the forced closure of the Town Hall on multiple occasions over the last several winters.

The Town Board of the Town of Canandaigua (herein after referred to as ‘Town Board’) has considered multiple solutions and hired M/E Engineering to design a solution to fix the situation. The attached design by M/E Engineering should be followed per your response to this RFP. Additionally, alternate options may be considered if you choose to submit as part of your response.

PROPOSAL SUBMISSION

Proposals MUST BE RECEIVED by 4:00 p.m. September 15, 2017. Proposals must be submitted through postal mail or hand delivered to:

Town of Canandaigua
Attn: Doug Finch, Town Manager
5440 State Route 5 & 20 West
Canandaigua, NY 14424

Email and facsimile copies will not be accepted as official submissions.

QUESTIONS CONCERNING THE RFQ/RFP

Questions should be made in writing or via email and directed to the Town Manager at the above address or via dfinch@townofcanandaigua.org.

SUBMITTAL REQUIREMENTS AND FORMAT

Submittals from contractors will not be evaluated unless the Town receives submittal letter and supporting data which shall include the following list of items and in this order. Submittals are

prepared at the firm's expense and upon submission become the property of the Town and therefore become a matter of public record once the successful firm has been chosen and contract awarded. Proposals shall be delivered in a sealed envelope clearly marked with this RFP title and firm name.

To be included in the submission in this order:

1. Owner's name, company name, address, phone, fax, and email plus additional contact information (if any) for the main point of contact at the firm as it relates to the response to this RFP.
2. Pricing as proposed, including any alternate proposals or suggestions.
3. Type of work contractor licensed to perform and any other specialization of the firm.
4. Your Insurance Company Name, address, phone, fax, and email.
5. Proof of General Liability, Workers Compensation, and Automobile Insurance.
6. Three references for whom the firm has performed related work for in the last three years.
7. Optional: Cover letter of no more than two pages that includes a written summary of why your firm would provide excellent service and installation to the Town.
8. Optional: List and description of projects in which the firm has participated in the past three years.
9. Optional: Organizational chart including principals and individual responsible for work.
10. Optional: Sample Contract.

SELECTION CRITERIA

Any contracts, if awarded, will be to the lowest responsive/responsible bidder(s), in accordance with the Town's Best Value Policy, in part or in whole who meet(s) all the terms of the specifications. **Any contract(s) awarded as a result of this bid will be between the Town of Canandaigua and the successful vendor(s).** The Town guarantees no minimum or maximum purchases or contracts as a result of award of this bid.

The Town of Canandaigua shall not discriminate against or in favor of any bidder on the basis of race, religion, sex or sexual preference, age, national origin, disability or political affiliation.

The Town of Canandaigua reserves the right to terminate the selection proceedings at its option at any time during the process.

AWARD OF BID:

The award, if any, will be made following approval by the Town Board. All successful vendors shall be notified by the Town. Notice of awards shall be in the form of a copy of the resolution awarded by the Town Board and sent to all successful vendors by U.S. mail.

RESERVATION OF RIGHTS:

Town of Canandaigua Reservation of Rights:

1. The Town reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the Town to be in its best interests.
2. The Town reserves the right not to award a contract pursuant to this RFP.
3. The Town reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful bidder.
4. The Town reserves the right to inspect work at any time during the ongoing work.
5. The Town reserves the right to determine the days, hours and locations that the successful bidder shall provide the services called for in this RFP.
6. The Town reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Town Manager.
7. The Town reserves the right to negotiate the fees proposed by the bidder.
8. The Town reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not limited to incomplete proposals and/or proposals offering alternate or non- requested services.
9. The Town shall have no obligation to compensate any bidder for any costs incurred in responding to this RFP.
10. The Town shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a bidder or reject any proposal submitted that does not conform to any of the requirements detailed herein.

OTHER PROVISIONS:

A contract generated by this RFP may be cancelled by The Town for noncompliance with specifications, inability to perform the contracting requirements of The Town or continued safety hazards. The cancellation notification shall state the cause or reason for the cancellation. Such cancellation would be at no charge to The Town other than for work authorized and completed at the time of termination.

The contractor shall provide all items, articles, operations mentioned or herein specified, related labor services, tools, equipment, transportation and incidentals necessary and required for satisfactory, acceptable completion of the contracted work or delivery of materials. The Town may inspect work at any time during the ongoing work. Should a problem with the materials or the work performed by the Contractor occur during the course of this contract, and should it be shown that the cause of this problem is faulty work; the Contractor shall repair such problem fully at Contractor's own expense. After completion of work, Contractor will return the site to its original condition as determined by the Managing Agent. Any work required to return the property to its original condition will be at the Contractor's expense. Contractor will repair damage to the site which is caused by the contractor. After completion of work, Contractor will return the site to its original condition as determined by the Managing Agent. Any work required to return the property to its original condition will be at Contractor's expense. Contractor will repair damage to the site which is caused by the contractor.

Contractor shall be responsible for any injury, damage or loss to all public and private property caused directly, in whole or in part, by their employees or agents or anyone directly or indirectly employed by them or anyone for whose acts any one of them may be responsible. The contractor shall comply with all applicable laws and codes bearing on the safety of persons or property of their protection, from injury, damage, or loss. Contractor is responsible for the means, methods and sequence of work and all safety aspects of this work. To the maximum extent permitted by law, Contractor agrees to indemnify, hold harmless, and defend Owner and Owner's Agents from and against any and all claims or damages arising from Contractor's performance of this agreement, as well as acts committed during the course of this agreement by any of Contractor's officers, employees, guests, invitees, and those doing business with Contractor.

Every effort must be taken to insure the safety and security of the residents of The Town and properties owned by The Town.

Insurance Requirements

Contractor shall secure, pay the premiums for, and keep in force until the expiration of their contract adequate liability insurance and Worker's Compensation Insurance as provided by

NY State law. Certificate of insurance for Worker's Compensation and for liability shall be delivered to The Town or kept on file at The Town prior to start of contract. Any policy change shall be reported to The Town and certificate forwarded to The Town. By signing a contract generated by the RFP, the contractor understands that neither they nor their employees are covered by any Town insurance policy. All copies of proof of insurance will be submitted to The Town along with the RFP. The Town reserves the right to require additional insurance coverage for working on Town property. Contractors may send a copy of the required insurances with their proposal, but the work of the RFP cannot begin, nor contract executed until original insurance verification forms are on file at the Town offices.

PAYMENT TERMS:

The vendor/contractor must be willing to accept purchase orders. The Town will pay within 30 days of receipt of an accurate and approved invoice, submitted by the first of each month. The Town does not pre-pay for orders.

RECORDS:

All original records compiled by the vendor in performing under a contract resulting from this bid, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all similar recorded data, shall become and remain the property of the Town. The vendor may retain copies of such records for its own use.