

**INC. VILLAGE OF ISLAND PARK**

**127 LONG BEACH ROAD**

**ISLAND PARK, NEW YORK 11558**

**Request for Proposals**

**Fire Suppression System**

**Install Fire Suppression System**

**and all other Appurtenances and Incidentals**

**Necessary for the Satisfactory Completion of Work**

**at the Island Park Fire Department**

**440 Long Beach Road Island Park, NY 11518**

**Legal Notice, Instructions to Bidders, Scope of Work,**

 **Insurance Requirements**

**Request for Proposal Issue Date: September 22, 2022**

**Proposal Due Date: October 17, 2022 11:00 am**

 **Contact Information:**

 **Claudia Armendinger, Village Clerk**

 **Tel. 516-431-0600**

 **Fax: 516-431-0436**

 **Email: carmendinger@villageofislandpark.com**

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**LEGAL NOTICE**

**INCORPORATED VILLAGE OF ISLAND PARK**

**PUBLIC NOTICE TO BIDDERS**

PLEASE TAKE NOTICE THAT sealed proposals will be received by the Incorporated Village of Island Park on Monday, October 17, 2022 at 11:00 a.m. prevailing time at the Village Hall, 127 Long Beach Road, Island Park, New York at which time they will be publicly opened and read and the contract awarded as soon thereafter as practicable for:

**Install Fire Suppression System and all other Appurtenances and Incidentals**

**Necessary for the Satisfactory Completion of Work**

**at the Island Park Fire Department**

All sealed Request for Proposals must be in before opening date and time and can be mailed or delivered to Village Clerk, Village of Island Park, 127 Long Beach Road, Island Park, New York 11558. Or emailed to Village Clerk @carmendinge@villageofislandpark.com

The Village encourages vendors/suppliers that are certified as a Minority or Women Owned Business Enterprise to participate in our bidding process.

The Mayor and Board of Trustees reserve the right to reject any and all proposals.

**BY ORDER OF THE MAYOR AND BOARD OF TRUSTEES**

of the Incorporated Village of Island Park, New York

Claudia Armendinger

Village Clerk

Dated: September 22,2022

Island Park, New York

**INSTRUCTIONS TO BIDDERS**

**l. Introduction and Overview**

Procurement shall only be conducted with responsible vendors who have the technical and financial competence to perform as well as an exemplary record of integrity. Before selecting a vendor, the Village of Island Park intends to review the federal and state lists of vendors excluded from procurement. Contracts shall not be awarded to debarred, suspended or ineligible vendors. Accordingly, responses to RFPs must include a completed NYS Vendor Responsibility Questionnaire and notarized certification, along with verification that a completed NYS Vendor Responsibility Questionnaire has been filed with the NYS Office of the State Comptroller: <http://www.osc.state.ny.us/vendrep/>.

**INSTRUCTIONS TO BIDDERS**

Sealed Proposals will be received by the Village Clerk of the Inc. Village of Island Park, 127 Long Beach Road, Island Park until 11:00 AM on Monday, October 17, 2022 at which time they shall be publicly opened and read aloud and the contract awarded as soon thereafter as may be practicable. It is the sole responsibility of the bidder to see that his proposal is received in the proper time. Any proposal received after the scheduled closing time for receipt of proposals shall be returned to the bidder unopened.

No oral requests for information, clarification or interpretation will be honored. All such requests should be submitted to the Village Clerk in writing.

Bidders are cautioned not to submit proposals until after having inspected the site of the proposed work and having made themselves familiar with local conditions. The attention of persons intending to submit proposals is specifically called to be informed that the contract will contain a paragraph which debars a contractor from pleading misunderstanding or deception because of estimates of quantities and location or other conditions surrounding same.

Should additional work be required other than the items specified in the Bid Documents and for which no unit price has been bid, same shall be executed at the price agreed upon in writing and approved by the Village.

Respondents will be reviewed on the basis of their eligibility and ability to provide services in a manner sensitive to specific requirements and timetables established by the Village of Island Park.

**INSTRUCTIONS TO BIDDERS**

**Each Proposal shall be submitted in a Sealed Envelope bearing the Title of the Work and the Name of the Bidder.** The Proposal shall include a sum to cover the cost of all items included in the Bid Documents and shall be identified by the Name of the Person, Firm or Corporation, with the authorized signature thereto.

**Each Bidder must submit with their Proposal a Contractors Qualification Statement including their organization and financial status along with a Certificate of Contractors Qualification as of the date of their Proposal**. The Required Forms are included in this package, **SCHEDULE D**.

Before submitting a proposal, all bidders shall carefully examine the specifications and other Bid Documents, shall become fully informed of the conditions and limitations associated with fulfilling the requirements of the proposal.

No plea of ignorance or misunderstanding of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Request for Proposals as a result of failure to make the necessary examinations and investigations as may be expected of a responsible Bidder, will be accepted as an excuse for any failure or omission on the part of a Contractor to fulfill in every detail all of the requirements of the Bid Documents, or will be accepted as a basis for any claims whatsoever for extra compensation, or an extension of time.

The Bidder must be capable of performing the work required under this Request for Proposals and shall perform a substantial portion thereof with his own resources. If the Bidder intends to subcontract portions of the Scope of Work, the Subcontractors Name and Qualifications must be included in the Sealed Proposal.

**Each Bidder will be required to submit the following along with their Proposal:**

**Workers Compensation, Commercial General Liability, Automobile Insurance, Umbrella Liability and Indemnification/Hold Harmless Agreement as outlined in SCHEDULE B titled Insurance Requirements for Independent Contractors/Sub-Contractors.**

The Bidder whose Proposal has been accepted will be required to appear at the Office of the Village Clerk and execute the Contract within ten (10) days from the date of service of the Notification of Award, delivered to him in person or mailed to the address given in the Proposal, stating that the Contract has been awarded to him.

In case of failure to execute the Contract (including the required Insurance, Indemnification/Hold Harmless Agreement and Contractors Qualification Statement along with the Certificate of Contractor’s Qualification Statement) within the time frame stated, the Bidder shall be deemed to have abandoned the Contract.

The successful bidder will commence work on the date to be ordered by the contract as the date of such commencement and shall fully complete the work within the number of consecutive calendar days from said date herein after as the period for completion of this contract. In case the successful bidder has failed to complete the work hereunder in accordance with the specifications and time frame specified for the project as per the contract, the successful bidder shall pay the Inc. Village of Island Park the sum of $1,000.00 for each calendar week that said work shall remain so unfinished.

The Village reserves the right to award a contract resulting from this solicitation based on the evaluation criteria set forth in the Request for Proposal and to reject any and all bids and to award the contract to the bidder who best serves the interest of the Inc. Village of Island Park.

**ll. Project Description**

The Incorporated Village of Island Park is seeking proposals from qualified Professionals to secure labor and materials to install a Fire Suppression System at the Island Park Fire Department located at 440 Long Beach Road, Island Park, NY 11558.

**lll. Deadlines and Completion Date**

The Insurance Requirements and Contractors Qualification Statement along with the Cost Proposal must be delivered in separate envelopes to the Inc. Village of Island Park in accordance with **SCHEDULE A**. Proposals are due on October 17, 2022 at 11:00 a.m. Any questions relative to the RFP must be received electronically by the Inc. Village of Island Park no later than noon on October 7, 2022. The Inc. Village of Island Park will then compile the questions into a single document for the responses and distribution to all respondents by October 11, 2022. The Inc. Village of Island Park reserves the right to extend receipt of submissions beyond October 17, 2022.

**lV. Scope of Work**

* 1. The intent of this RFP is to secure labor and materials to install a fire suppression system.
	2. This system will protect hood, duct and cooking equipment
	3. It will be a new UL300, wet chemical fire suppression system
	4. A new 6ft stainless steel exhaust / make-up air hood
	5. New exhaust and make upduct from hood to 40 inches past roof line and curb
	6. One new non-tempered make-up air fan with duct work to supply front of exhaust hood
	7. One New up-blast exhaust fan and roof curb
	8. Design and submit engineered drawing to the Nassau County Fire Marshal’s office for approval
	9. Arrange and perform testing to be witnessed by Fire Marshal

**INSTRUCTIONS TO BIDDERS**

Supplements to employees paid by the contractor are to be paid a federally qualified pension, health or welfare program and a New York state registered Apprentice Training Program. Direct payments in cash for supplements will not be allowed.

Where work performed under this contract involves a trade or corporation licensed by the Village, the contractor shall be required to have such a license.

In accordance with the provisions of Section 220-e of the Labor Law, the Contractor agrees as follows:

* 1. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no Contractor, Subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex or national origin discriminated against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates:
	2. That no Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color sex or national origin:
	3. Not used
	4. That this contract may be cancelled or terminated by the Village, and all monies due, or to become due, hereunder may be forfeited; for a second or any subsequent violation of the terms or conditions of the contract.

This contract shall be void unless Section 222 of the Labor Law, Sections 291 through 299 of the Executive Law and the Civil Rights Law are complied with. The contractor will also comply with all findings and requests of the State Commissioner for Human Rights.

It shall be required that (a) in the employment of laborers and mechanics for work on the project, preference shall be given to qualified local residents: (b) no person under the age of eighteen (18) years shall be employed on the project, (c) no person currently serving a sentence in a penal or correctional institution and no inmate of an institution or mentally defective shall be employed on the project and (d) no person whose age, mental or physical condition is such as to make his health or safety or to the health or safety of others, shall be employed on the project provided that he shall not operate against the employment of mentally or physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform.

There shall be paid each laborer or mechanic of the Contractor or Subcontractor engaged in work on the project under this contract in trade or occupation listed in the specifications, not less than the hourly wage rate set opposite the same, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such laborers and mechanics. All disputes in regard to the payment of wages in excess of those specified in this contract shall be adjusted by the Contractor.

**INSTRUCTIONS TO BIDDERS**

Any laborer or mechanic employed to perform work on the project under this contract, which work is not covered by any of the foregoing classifications, shall be paid not less than the minimum rate of wages specified herein for the classification which most nearly corresponds to the work to be performed by him, and such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

The minimum wage rates for apprentices shall apply only to persons working with the tools of the trade while they are learning under the direct supervision of journeymen mechanics, except as otherwise required by law, the number of apprentices in each trade or occupation employed by the contractor or any subcontractor shall not exceed the number permitted by the applicable standards of the New York State Department of Labor, or in the absence of such standards, the number permitted under the usual practice prevailing between unions and the employer's associations of the respective trades or occupations.

The Contractor agrees that in case of underpayment of wages to any worker on the project under this contract by the Contractor or any Subcontractor, the Village may withhold from the contractor out of payments due, an amount sufficient to pay such worker the difference between the wages required to be paid under this contract and the wages actually paid such worker for the total number of hours worked and the Village may disburse such amount so withheld by it, for and on account of the Contractor, to the employee to whom such amount is due. The Contractor further agrees that the amounts to be withheld pursuant to this section may be in addition to the percentages to be retained by the Village pursuant to other provisions of this contract.

The Contractor shall post on appropriate conspicuous bulletin boards at the site of the project a schedule showing all determined minimum wage rates for the various classes of laborers and mechanics to be engaged in the work on the project under this contract and all deductions, if any. Required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

The Contractor and each of his Subcontractors shall pay each of his employees engaged in the work on the project in full, and not less often than once each week. Less legally required deductions; provided that when circumstances render payment in cash infeasible or impracticable, payment by check may be affected upon consideration that funds are made available in a local bank and checks may be cashed without charge, trade requirements or inconvenience to the worker. This by approval of the Village.

The safety provisions in the Specifications are primarily to protect Village property and the public against unsafe acts of the Contractor. The Occupational Safety and Health Act of 1970 requires that: “Each Employer (1) shall furnish to each of their employees’ employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to their employees; (2) shall comply with the occupational safety and health standards promulgated under this Act.” The regulations in the Act may be more stringent than are required by these Specifications. The Contractor, however, must conform to the O.S.H.A. Regulations and such conformance shall not be reason to demand additional payment or claim extra work.

**INSTRUCTIONS TO BIDDERS**

Upon direction by the Village, the Contractor shall remove, reconstruct, and repair, in a satisfactory manner, any part or parts of the work which may be determined by the Village as not having been done in accordance with these Specifications or instructions given by the Village. This work shall be done at the Contractor’s expense.

All work must comply with federal, state and local codes, regulation, laws and ordinances.

**V. Submittal Content**

Respondent must supply one (1) original and five (5) copies of its submission to the attention of

Claudia Armendinger, Village Clerk, no later than 11:00 am on October 17, 2022.

Claudia Armendinger

Village Clerk

Inc. Village of Island Park

127 Long Beach Road

Island Park, New York 11558

carmendinger@villageofislandpark.com

The Proposal must contain the following information and documentation:

* **Firm.** Respondent’s legal structure, length of time in business, number of employees and detailed contact information for the person authorized to contractually obligate the Respondent and for the person administratively responsible for the Proposal.
* **Subconsultants.** Identify any Subconsultants, including a summary of the organization, experience and technical skills. Respondent shall not employ, contract with, or use the services of any consultant for the work of this Contract (except such third parties which may be used by the Respondent in the normal course of business, such as couriers, imaging services, etc.) without obtaining the prior written approval of the Inc. Village of Island Park.
* **Disclosure.** Disclose all allegations or claims of substandard work, unethical or illegal practices or debarment or suspension from State- or Federally-funded projects, and provide documentation as to the resolution of these matters. Respondent must not be suspended or debarred from participation in State- or Federally-funded projects. Include completed NYS Vendor Responsibility Questionnaire, with notarized certification. <http://www.osc.state.ny.us/vendrep/>.

**SCHEDULE A**

**INSURANCE REQUIREMENTS FOR INDEPENDENT CONTRACTORS/SUB-CONTRACTORS**

The independent contractor shall maintain at a minimum the following insurance giving evidence of same to Inc. Village of Island Park on **the form of Certificates of Insurance, copies of the General Liability Declaration Page and copy of the Additional Insured Endorsement, providing 30 days’ notice of cancellation, non-renewal or material change.** New York State licensed carrier is preferred; any non-licensed carriers will be accepted at the Municipalities discretion. The insurance carrier must have an A.M. Best rating of at least A- IX. All subcontractors must adhere to the same insurance requirements.

I. Workers Compensation and NYS Disability

 Coverage Statutory

 Extensions Voluntary Compensation; All States Coverage

 Employers Liability - Unlimited

II. Commercial General Liability

 Coverage and Limits Occurrence - 1988 ISO or equivalent

 General Aggregate $2,000,000

 Products & Completed Operations $2,000,000

 Personal & Advertising Injury $1,000,000

 Per Occurrence Limit $1,000,000

 Fire Damage $ 50,000

 Medical Expense $ 5,000

Additional Insured Inc. Village of Island Park, all elected and appointed officials, employees and volunteers using ISO Form CG2010 (B) or equivalent including Products and Completed Operations.

 Extension - Mandatory Aggregate Limits to apply per project.

 Contractual Liability to extend to

Hold Harmless

Extension – If Possible, Endorsement showing that this policy is considered primary and non-contributory.

Waiver of Subrogation in favor of the additional insured.

III. Automobile Insurance

 Limit $1,000,000. Combined Single Limit

Additional Insured Inc. Village of Island Park, all elected and appointed officials, employees and volunteers.

IV. Umbrella Liability

 Coverage Umbrella Form, or Excess Follow Form

 Minimum Limit $5,000,000.

Additional Insured Inc. Village of Island Park, all elected and appointed officials, employees and volunteers.

**SCHEDULE A**

**INSURANCE REQUIREMENTS FOR INDEPENDENT CONTRACTORS/SUB-CONTRACTORS**

INDEMNIFICATION/HOLD HARMLESS AGREEMENT

The Vendor/Contractor shall indemnify and hold harmless the Inc. Village of Island Park, its officers, employees, and/or agents from any and all liability, damage, loss, claims, demands and actions of any nature whatsoever, for any reason whatsoever, foreseeable of unforeseeable, which arises out of or is connected with, or is claimed to arise out of to be connected with, any undertaking, product, goods, merchandise, products, services sold and/or work supplied, furnished or performed by the Vendor/Contractor or its subcontractors, agents, servants, or employees, including without limiting the generality of the forgoing, all liability, damages, loss, claims, attorneys, court and adjusting fees, demands and actions on account of personal injury, death or property loss to the Inc. Village of Island Park its officers, employees, agents or to any other persons, third parties, or property, but shall not include claims resulting from the gross negligence or willful misconduct of the Inc. Village of Island Park. This indemnity and hold harmless is intended to be as broad as is permitted by law and to include claims of every kind and nature – for tort, under contract; for strict liability or other liability without fault; under statute, rule, regulation or order; and otherwise.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement the \_\_\_ day of \_\_\_\_\_\_\_\_\_, 20\_\_. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name of Firm

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Contractor’s Signature

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Please Print Name and Title)

Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE B**

**COST PROPOSAL**

**Page 1 of 2**

The Incorporated Village of Island Park is seeking Professional Governmental Audit and Accounting Services.

Bidder:

Date:

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The bidder further declares that he has examined the site of the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees if this proposal is accepted to contract with the

Incorporated Village of Island Park in the form of contract specified below, to furnish all necessary mate­rials, equipment, means of transpor­tation and labor necessary to provide Professional Governmental Audit and Accounting Services in full and complete accordance with the RFP and contract documents, to the full and entire satisfaction of the Incorporated Village of Island Park.

The Incorporated Village of Island Park is seeking qualified Professional Governmental Audit and Accounting Services.

Base Bid:

 Dollars ($)

**SCHEDULE B**

**COST PROPOSAL**

**Page 2 of 2**

**Cost Proposal Signature Page**

The undersigned further agrees that in the case of failure on his part to execute the said contract within thirty (30) consecutive calendar days after being given written Notice of the Award of Contract, the bidder shall be deemed to have abandoned the Contract.

Respectfully submitted this day by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_

 (Name of firm or corporation making bid)

WITNESS: By:

 Signature

\_\_\_\_ Name:

(Proprietorship or Partnership) Print or type

 Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Owner/Partner/Pres./V.Pres)

 Address

ATTEST:

By: License No.

Title: Federal I.D. No.

(Corp. Sec. or Asst. Sec. only)

 Email Address:

(CORPORATE SEAL)