

# **REQUEST FOR PROPOSALS**

**SERVICE WORK & MATERIAL SUPPLYING**

**2021 FISCAL YEAR**



**Town of Clayton  
405 Riverside Drive  
Clayton NY 13624  
Phone: 315/686-3512, Option 4  
Fax: 315/686-2651**

**Lance Peterson, Supervisor  
October 2020**

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## **Notice to Proposers**

In accordance with the Town of Clayton procurement policy, the Town is seeking proposals from qualified construction contractors, service providers and suppliers for miscellaneous construction work, service work and material supplying for the 2021 fiscal year under the following categories:

- A. Miscellaneous Hourly Construction Work at Town Facilities:
- Carpenter
  - Electrician
  - Plumber
  - Mason
  - Painter
  - Operating Engineer-Marine Dredging and Related Work
- B. Service Provider Work:
- Pest Control
  - Lift Station & STP Maintenance & Inspection
  - Septic Tank Pump Out and Hauling
  - Marine Transportation to & from Grindstone Island
  - Mowing Maintenance at Two Cemeteries on Grindstone Island and Grindstone Island Schoolhouse
  - Welding Work at Welder's Shop
  - Cleaner at Town Hall
  - HVAC Preventative Maintenance and Service at listed Town owned facilities
- C. Material Supplying:
- Roadway Traction Material
  - ¾" Minus Processed Gravel
  - 2" Minus Processed Gravel
  - Unprocessed Bank Run Gravel (Nominal 4" Gravel)

Utilization of these services will be for work and materials that is needed beyond the scope or availability of municipal employees or Town owned pit. Work completed will generally be on an hourly basis and for projects not requiring competitive bidding under General Municipal Law. Not to exceed budgets may be requested by the Town on a project by project basis. NYS prevailing wage rates shall apply as required by law. Construction Contractors wishing to be considered for miscellaneous construction work shall submit an hourly and daily rate for applicable categories and shall be all inclusive including supplemental benefits, applicable taxes, worker's compensation, transportation, insurance, overhead and profit. Service Providers wishing to be considered for service work shall submit an hourly and daily rate for applicable categories and shall be all inclusive including supplemental benefits, applicable taxes, worker's compensation, transportation, insurance, overhead and profit. Material suppliers shall quote on materials stored on their premises that they would load out on to Town trucks.

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Construction Contractors and Service Providers shall be fully insured for the category submitted, and be able to produce a Certificate of Insurance to the Town of Clayton both at the time of award and at any later date during agreement upon the Town's request. A contract will be required for each successful bidder. Payment for work completed or supplied will be paid within 30 days of approval of invoice. Detailed proposal requirements are available from the Town Engineer via email at [rjc@fourthcoast.com](mailto:rjc@fourthcoast.com), or at the Town Office at 405 Riverside Drive, Clayton NY or by contacting the Town Clerk at 315- 686-3512, option 1. Please submit proposals to the attention of Lance Peterson, Supervisor, Town of Clayton, 405 Riverside Drive, Clayton, NY by 2:00 pm on December 9, 2020.

**THE TOWN OF CLAYTON RESERVES THE RIGHT TO EXTEND THE CONTRACTS FOR THE CALENDAR YEAR OF 2022 IF THE CONTRACT HOLDER AGREES TO THIS EXTENSION.**

## **INFORMATION FOR PROPOSERS**

### **PROPOSAL REQUIREMENTS**

PROPOSERS are requested to verify compliance with the following requested items AND INCLUDE WITH THE PROPOSAL THOSE ITEMS AS REQUESTED [Marked with an “x” below]. LACK OF COMPLIANCE MAY RESULT IN AUTOMATIC DISQUALIFICATION.

1. [x] Return Proposal with signed Statement of Non-Collusion.
2. [ ] Certified check or bid bond as specified under "Bid Bond or Certified Check". The check must be included in the bid package at the time of the bid opening.
3. [x] No certified check or bid bond.
4. [x] Certificate of Insurance naming the Town of Clayton, etc. as additional insured upon notification of award.
5. [ ] Performance Bond upon notification of award.
6. [ ] Brochures, catalogs, model numbers, or pertinent literature where applicable.
7. [x] References upon notification of award.
8. [x] Signature of authorized proposer.

### **PROPOSER'S RESPONSIBILITY**

Proposers who respond to the Town of Clayton's request hereby acknowledge and accept responsibility for the following, and as a condition of the proposal process agree as follows:

- (a) To submit a complete and legibly prepared proposal;
- (b) Submit proposal form and any enclosed documents in duplicate;
- (c) To submit proposal pricing based upon requirements promulgated by the Town of Clayton;
- (d) To submit the proposal on the Official Proposal Form;
- (e) To be responsible for the mathematical accuracy of their proposal;

The Town of Clayton reserves the right to reject any proposal which, through proposer error or omission is found to be mathematically incorrect, otherwise incomplete, or not in compliance with the Town of Clayton's requirements. This right to reject proposals which are incomplete, inaccurate, or not in compliance shall be exercised in the best interest of the Town of Clayton.

### **SUBMISSION**

The envelope shall be marked on its face with the name of the person, firm, or corporation plus section being bid on, such as; Miscellaneous Hourly Construction Work at Town Facilities, Service Provider Work or Material Supplying.

Proposals are due at the Town of Clayton offices at 405 Riverside Drive.

All proposals shall be addressed to:

Town of Clayton  
Lance Peterson, Town Supervisor  
405 Riverside Drive  
Clayton NY 13624

Any proposal submitted on forms other than the official forms provided by the Town of Clayton may be disqualified. TELEPHONE PROPOSALS AND/OR FAXED PROPOSALS CANNOT BE ACCEPTED. All proposals

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submitted must be typed or written in ink and signed by the contractor's designated representative. ALL PROPOSALS MUST MEET AND INCLUDE REQUIREMENTS AS CHECKED ("X") ON PAGE ONE (1) OF "INFORMATION FOR PROPOSERS" OR FACE DISQUALIFICATION.

**WITHDRAWAL OF PROPOSAL**

Any proposal may be withdrawn without prejudice prior to the official proposal opening time or any publicized postponement thereof. No withdrawal or change may be made by the proposer after the PROPOSAL has been opened.

**REJECTION OF PROPOSAL**

The Town of Clayton reserves the right to reject any and all proposals in connection with this project and to waive formalities in a proposal.

**NOTIFICATION OF AWARD**

The successful proposer(s) will be notified within FORTY-FIVE (45) working days after receipt of proposals. The Town of Clayton reserves the right to reject any and all proposals and to waive any formalities in proposal.

**DEPOSIT REQUIREMENTS**

- a.  A deposit requirement of a certified check or bid bond in the amount equal to a percentage of the total bid figure made payable to the Town of Clayton and clearly marked with the number of the bid which it pertains to must accompany the bid.
  
- B.  No deposit requirement or certified check is required with this proposal.

**DEFAULT/FORFEITURE PROVISIONS**

In case of default by the contractor or service provider, the Town of Clayton may procure the article or services from other sources and hold the contractor or service provider responsible for excess costs occasioned thereby.

**AWARD OF CONTRACT**

The Town of Clayton reserves the right to award work on the basis of overall advantages to the purchaser with respect to the aggregate of separate items and estimated overall requirements, (i.e., the right is reserved to award separate items to different contractors or service providers.)

**PIGGYBACKING CLAUSE METHOD OF AWARD**

The contract, if awarded, will be let to the lowest responsible bidder in part or in whole who meet(s) all the terms of the specifications in a manner consistent with GM: 103. The Town guarantees no minimum or maximum purchases or contracts as a result of award of this bid. The Town of Clayton reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104, specifically GML 103 (16). The terms and conditions of any awarded contract which are permitted to be made available to other governmental entities pursuant to GML 103 (16) are extended to other governmental entities who wish to piggyback on an awarded contract. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between the Town of Clayton and the vendor. Additionally, the TOWN reserves the right to purchase any goods or services included as a part of this bid from any means legally available to it.

**TRANSFER OR SUBCONTRACTING OF CONTRACT**

No contractor or service provider to whom any contract for this proposal shall be awarded shall assign, transfer, convey, sublet, or otherwise dispose of the same or his right, title, or interest therein, or his power to execute such contract, to any other persons or corporation without the previous consent in writing of the Town of Clayton.

**ACCEPTANCE OF AGREEMENT or PURCHASE ORDER**

Failure to accept our agreement for construction work, agreement for service provider, or our purchase order issued pursuant to the specifications or failure to meet stated times of completion for any reason whatsoever shall be sufficient grounds for cancellation of the contract.

**PROPOSER'S QUALIFICATIONS**

The Town of Clayton reserves the right to examine the responsibility of proposers for contracts and proposed subcontractors on a case-by-case basis, including but not limited to an examination of the skill, judgment, integrity, good faith, sufficiency of financial resources, quality of execution, performance and conduct on prior similar contracts, and labor practices of a proposal and/or of a proposed subcontractor; and to investigate and consider the background of such proposers and subcontractors for this purpose, including their ownership, management, affiliation, history of past performance, and compliance with relevant state and federal laws and regulations.

**CHANGE ORDER**

Every agreement or purchase order is prepared with care; however, it is occasionally necessary to make changes to the original agreement or purchase order. Such changes involve quantity, specifications, price, substitute products, deletion of items, complete cancellation of order, and so forth. Since an agreement or a purchase order is a contract, all changes must be processed through the Purchasing Department with the exception of construction or alteration projects which must be reviewed and have prior approval of the Town of Clayton.

**CONTRACTOR'S or SERVICE PROVIDER GUARANTEE**

By submitting on these specifications, the vendor binds himself to all conditions in these specifications, irrespective of any formalities in his order acknowledgement. No attachment or part may be substituted or applied contrary to manufacturer's recommendations and standard practice. Any variance with the specifications must be stated within the submitted proposal and may after review of all consequences of the variance, disqualify the proposal. Accessories supplied shall be compatible with the rest of the equipment.

Contractor or service provider guarantees that the equipment (if any) is standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered. Each unit delivered is guaranteed against faulty material and workmanship for a period of one (1) year after acceptance of delivery by the Town of Clayton, unless otherwise specified. If during this period any such faults develop, the unit or part affected is to be replaced without any cost to the Town of Clayton.

All regularly manufactured stock electrical items shall be listed by Underwriter's Laboratory, Inc. Other electrical equipment shall be constructed to conform to applicable portions of National Electrical Code. Where electronic components are part of the equipment, the Manufacturer's standard guarantee shall apply.

**PERMITS AND ORDINANCES**

In all operations connected with the work herein specified, all Village and Town ordinances and laws controlling or limiting in any way the action of those engaged in the work must be respected and strictly complied with. Contractor or service provider must obtain all permits and fees paid if and as required.

**HAZARDOUS MATERIALS**

Any materials required by this order that are deemed hazardous will be packaged, marked, and shipped by the Seller to comply with all present and future federal, state, and local regulations and will further comply with any special company requirements. All MSDS sheets are to be directed to the attention of the Town of Clayton.

**SAFETY AND HEALTH DEVICES**

All equipment and services shall meet the requirements of the Federal Government, the State of New York, and the County of Jefferson Safety and Health Regulations as well as the local safety and health regulations of the Town of Clayton.

Equipment shall conform to applicable standards of all National regulations.

**DELIVERY COMPLETION REQUIREMENTS**

Guaranteed delivery of services may be considered in making the award. Any contractor or service provider who submits a proposal on these specifications agrees to accept our agreement (Copy in Appendix) or purchase order and agrees to provide services requested. If the contractor or service provider feels he cannot meet requested delivery/completion date, the Town reserves the right to award work to another contractor or service provider.

**CANCELLATION**

The Town reserves the right to refuse any services and to cancel all or any part of the contract if the contractor or service provider fails to meet delivery or performance dates.

**REFUSAL OF GOODS OR SERVICES**

Time is of the essence in delivery of services. The Town reserves the right to refuse any goods or services and to cancel any and all parts of this proposal if the contractor or service provider fails to deliver all or any part of the goods or services in accordance with the terms of the proposal.

**INSPECTIONS**

The Town of Clayton reserves the right to inspect all work for conformity with the project requirements.

**TAXES**

The Town is a tax-exempt organization and therefore lacks the authority to pay taxes.

**PAYMENT**

It is the desire of the Town to pay promptly. It is the vendor's responsibility to submit invoices directly to:

TOWN OF CLAYTON  
405 RIVERSIDE DRIVE  
CLAYTON, NEW YORK 13624



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Invoices shall include project information and date, Town of Clayton item number, description work and hours worked. Invoices not on printed billheads shall be signed by vendor.

Invoices exceeding the limits established by the project or for materials or services not qualifying under its specifications are not subject to payment.

**CLEANUP**

When the job has been completed, the contractor or service provider shall leave the site in a clean and orderly condition, acceptable to the Town of Clayton.

**INSURANCE COVERAGE**

- A. The successful bidder shall provide the Town of Clayton with a Certificate of Insurance and an "Additional Insured – Owner, Lessees or Contractors - (Form B)" endorsement, ISO form CG 20 10 11/85 or its functional equivalent naming the Town of Clayton, Fourth Coast Inc, and St. Lawrence Engineering, DPC, as additionally insured on the contractor's general liability insurance policies. The policy or policies naming: the Town of Clayton, Fourth Coast, Inc, and St. Lawrence Engineering, DPC, as additional insureds shall:
- (i) be an insurance policy from an A.M. Best rated "secured", "A" minus or better, New York State Admitted insurer;
  - (ii) provide for 30 days' notice of cancellation;
  - (iii) state that the organization's coverage shall be primary coverage for the Town of Clayton and their Boards, administration, officials, employees, and volunteers.
- B. The successful bidder shall provide the Town of Clayton with a Certificate or Proof of Insurance Coverage for a minimum of:
- |   |   |
|---|---|
| Bodily Injury and Property Damage and Liability - | \$1,000,000 per occurrence<br>And \$2,000,000 aggregate |
|---|---|
- C. Contractor or service provider acknowledges that failure to obtain such insurance on behalf of the Town of Clayton constitutes a material breach of the contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town. The contractor is to provide the Town with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

**INDEMNIFICATION**

The contractor or service provider shall indemnify, defend and hold harmless the Town of Clayton, their officers, administrators, faculty, employees and agents, from and against any and all charges, complaints, claims, demands, judgments, causes of actions, and suits brought for personal injury, death, property damage and any other losses, damages, charges or expenses, including insurance deductibles, attorney fees, litigation expenses, and other costs incurred as a result of contractor's negligent acts or omissions or the improper performance of or breach of the contract or from any incident occurring in conjunction with or as a result of, the contractor's performance of the contract. The contractor shall also indemnify, defend and hold harmless Fourth Coast Inc, and St. Lawrence Engineering, DPC. The fact that the contractor has obtained insurance coverage as required by this RFP/Bid Invitation shall not relieve the contractor's obligation to defend and indemnify as provided under this Section.

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**PROTECTION**

Contractor or service provider shall be held liable for any injury to persons and/or property during the execution of his work.

Contractor or service provider shall take all safety measures required or affirmed during execution of his work.

**CONTRACTOR'S or SERVICE PROVIDER'S LIABILITY INSURANCE**

The contractor or service provider shall maintain such insurance as will protect him from claims under Workman's Compensation Acts and other employee benefit acts; from claim for damages because of bodily injury, including death, to his employees and all others; and from claims from damages to property--any or all of which may arise out of or result from, the contractor's operations under this contract.

This insurance shall be written for not less than any limit of liability as specified in other sections of this agreement and name the Town of Clayton as additional insured, along with Fourth Coast Inc, and St. Lawrence Engineering, DPC. Certificates of such insurance shall be filed with the Town of Clayton.

**WAGES AND SALARIES/PRC SCHEDULE**

Respondents must agree to conform to Section 103-a,b,c, and d of the General Municipal Law of the State of New York, copy of which text is appended hereto.

The wages and supplements to be paid to building service employees performing work in connection with the care or maintenance of an existing building (Article 8 Public Work Contracts and Article 9 Building Service Contracts) for a contractor or service provider under a contract with a public agency must not be less than the prevailing rate of wages and supplements paid for the same occupation in the locality of the work. It is the bidder's responsibility to determine the wage rate applicable to their type of work or service.

The schedules of prevailing wage rates are available from the Town upon request. The Prevailing Wage Case number is PRC# 2020010485 for Article 8 Public Work Contracts; and the Prevailing Wage Case number is PRC# 2020901099 for Article 9 Public Work Building Service Contracts. Such a schedule constitutes the minimum rates payable and must be incorporated in the contract for the work. The schedules have been prepared in accordance with Section 220 of the New York State Labor Law.

**EQUAL OPPORTUNITY - AFFIRMATIVE ACTION**

Executive Order No. 11246, as amended, relative to Equal Employment Opportunity and all other applicable laws, rules and regulations, including Title VII of the Civil Rights Act of 1964, are incorporated herein by this specific reference. In addition, all laws, rules and regulations applicable to the hiring of disabled veterans and veterans of the Vietnam era and to the hiring of individuals with physical or mental disabilities are incorporated herein by this specific reference.

**SEXUAL HARASSMENT POLICY**

The Town of Clayton recognizes that the State Human Rights Law imposes liability on the employer for their actions and as such we proactively choose to make our policy available to anyone providing services in the workplace. The Town of Clayton's Sexual Harassment Policy can be found on the Town's website at: [https://townofclayton.com/departments/human resources/](https://townofclayton.com/departments/human%20resources/).

**PAYROLL RECORDS**

Contractor or service provider is responsible for providing the Town with payroll records for employees assigned to the Town's project work throughout the duration of the contract/project.

**FAIR LABOR STANDARDS ACT**

Contractor or service provider warrants and represents that the goods (if any) covered by this Contract have been manufactured in accordance with the requirements of the Fair Labor Standards Act and all other applicable federal, state, and municipal laws, rules, and regulations.

**MINORITY BUSINESS ENTERPRISE (MBE) AND WOMEN BUSINESS OWNED ENTERPRISE (WBE)**

It is the policy of the Town of Clayton to take affirmative action to ensure that minority business enterprises are given the opportunity to demonstrate their ability to provide the Town with goods and services at competitive prices.

**GENERAL INFORMATION**

The Town of Clayton includes a prohibition against any employee accepting any gift, gratuity, stipend or other thing of value from entities having a direct or indirect business interest with the Town. The Contractor or service provider agrees that its directors, officers, and employees will not offer or give any gift, gratuity, stipend, or other thing of value to any employee of the Town. The Contractor or service provider shall further report any attempt by a Town employee to solicit any gift, gratuity, stipend, or thing of value. Any violation of this provision shall justify termination of this contract and may result in the rejection of the Contractor's or Service Provider's bids for future contracts.

**PROVISIONS REQUIRED BY LAW INSERTED**

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted therein and the contract shall be read and shall be enforced as though so included therein.

**NO THIRD-PARTY RIGHTS**

Nothing in the contract shall create or shall give to third parties any claim or right of action against the Town, the contractor or service provider, or any institution at which work is being carried out beyond such as may legally exist irrespective of the contract.

**PROTECTION OF LIVES AND HEALTH**

Each contractor and subcontractor or service provider shall comply fully with all applicable provisions of the laws of the State of New York, the United States of America and with all applicable rules and regulations adopted or promulgated by agencies or municipalities of the State of New York or the United States of America. The contractor or service provider alone shall be responsible for the safety, efficiency and adequacy of the contractor's or service provider's work, plant, appliances and methods, and for any damage which may result from the failure to comply or the use of improper methods.

**STATE AND FEDERAL LABOR LAW PROVISIONS**

It is hereby agreed that all applicable provisions of the labor law of the State of New York and the United States shall be carried out in the performance of this work.

**CONTRACTOR or SERVICE PROVIDER RELATIONSHIP**

The relationship created by the contract between the Town and the contractor or service provider is one of an independent contractor or service provider and it is no way to be construed as creating an agency

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relationship between the Town and the contractor or service provider nor is it to be construed as, in any way or under any *circumstances*, creating or appointing the contractor or service provider as an agent of the Town for any purpose whatsoever.

**WORKERS' COMPENSATION BENEFITS**

This contract shall be void and of no force and effect unless the contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**NON-DISCRIMINATION REQUIREMENTS**

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor or Service Provider will not discriminate against any employee or applicant for employment for any prohibitive reason, including by way of example and not in limitation of race, creed, color, sex, national origin, age, disability or marital applicant status.

**GOVERNING LAW**

This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**SERVICE OF PROCESS**

In addition to the methods of service allowed by the New York State Civil Practice Law & Rules (“CPLR”), Contractor or Service Provider hereby *consents* to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's or Service Provider's actual receipt of process or upon the Town's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor or Service Provider must promptly notify the Town, in writing, of each and every change of address to which service of process can be made. Service by the Town to the last known address shall be sufficient.

**AMENDMENTS**

This contract may not be amended, modified or supplemented except by written agreement of the parties hereto.

**SEVERABILITY**

Any term or provision of this contract which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this contract or affecting the validity or enforceability of any of the terms or provisions of this contract in any other jurisdiction. If any provision of this contract is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

**MODIFICATION**

This writing contains the entire agreement of the parties with respect to the subject matter hereof. No representations were made or relied upon by either party, other than those expressly set forth. No agent, employee, or other representative of either party is empowered to alter any term of this contract unless done in writing and signed by an officer of the parties.

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**JURISDICTION AND VENUE**

All actions or proceedings relating to this contract, its existence, validity, performance or nonperformance, seeking the enforcement or interpretation of its terms or remedies for its breach shall be brought only in the Supreme Court of the State of New York for the County of Jefferson, and all parties consent to the exclusive jurisdiction and venue of such court and waive the defense of forum non convenes.

**NOTICES**

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by messenger, transmitted by Fax, email, or mailed by registered or certified mail, postage prepaid, to the respective parties at the following addresses or at such other addresses as shall be specified by like notice as provided in the Certification of Compliance.

**FREEDOM OF INFORMATION COMPLIANCE**

The Town of Clayton is subject to the provisions of the New York Freedom of Information Law ("FOIL"), and, subject to statutory exceptions, is required to make all records (as defined by FOIL) available to the public upon proper request.

Any person desiring to maintain or preserve the secrecy or confidentiality of any part of this submission should specify, in writing, the part of the record sought to be protected, and the statutory basis upon which the Town of Clayton would be justified in denying access. There can be no guarantee that the Town of Clayton can or will maintain the secrecy or the confidentiality of any part of the record.

**REQUESTS FOR INFORMATION**

All requests for information should be addressed to the Town Supervisor's Office.

## **Description of Miscellaneous Hourly Construction Work At Town Facilities**

**Carpenter** – Services include any work traditionally considered carpentry. Individuals shall provide hand and power tools necessary to execute the work and include costs of such tools in the hourly rate. General liability, workers' compensation, and automobile insurance must be provided to limits acceptable by the Town or as required by law. All materials will be purchased by the Town in accordance with the procurement policy.

**Electrician** - Services include any work traditionally considered electrical. Individuals shall provide hand and power tools necessary to execute the work and include costs of such tools in the hourly rate. General liability, workers' compensation, and automobile insurance must be provided to limits acceptable by the Town or as required by law. All materials will be purchased by the Town in accordance with the procurement policy.

**Plumber** - Services include any work traditionally considered plumbing. Individuals shall provide hand and power tools necessary to execute the work and include costs of such tools in the hourly rate. General liability, workers' compensation, and automobile insurance must be provided to limits acceptable by the Town or as required by law. All materials will be purchased by the Town in accordance with the procurement policy.

**Mason** - Services include any work traditionally considered masonry. Individuals shall provide hand and power tools including power mixers necessary to execute the work and include costs of such tools in the hourly rate. General liability, workers' compensation, and automobile insurance must be provided to limits acceptable by the Town or as required by law. All masonry materials will be purchased by the Town in accordance with the procurement policy.

**Painter**- Services include any work traditionally considered painting. Individuals shall provide hand, power tools and drop cloths necessary to execute the work and include costs of such tools in the hourly rate. General liability, workers' compensation, and automobile insurance must be provided to limits acceptable by the Town or as required by law. All materials including paint, brushes/rollers, masking, sandpaper, etc. will be purchased by the Town in accordance with the procurement policy.

**Marine Dredging & Related Work** - Services include any work traditionally considered marine construction utilizing a barge, crane and excavator. Barge and equipment shall be capable of transporting and setting in place or moving existing concrete anchors or other materials up to 10,000 pounds in water depths up to 20 feet. Dredging work for existing or new floating docks and/or the setting, transporting and securing or re-securing new or existing floating docks maybe included. Barge owner shall provide crew necessary to operate the barge, crane and excavator to conduct the work for each project. Individuals shall possess required certifications to operate barge and associated equipment. General liability, workers' compensation, and automobile insurance must be provided to limits acceptable by the Town or as required by law. Mobilization and fuel for barge and equipment shall be included in the rate. All materials and supplies will be purchased by the Town in accordance with the procurement policy.

## **Description of Service Work at Town Facilities**

**Pest Control** - Services include any work traditionally considered pest control. Individuals shall be licensed or certified to handle and dispense pest control products and chemicals as required under NYS and EPA requirements. Service provider shall provide necessary transportation to site, all protection materials, personnel protective clothing & gear, and proper dispensing sprayers/equipment necessary to execute the work and include those costs in the hourly rate. General liability, workers' compensation, and automobile insurance must be provided to limits acceptable by the Town or as required by law. All pesticides and chemicals will be purchased by the service provider. An itemized cost breakdown of pesticides and chemicals used with original cost basis shown and the bid percentage for supplier's overhead and profit allowed per their bid.

**Lift Station & Sewage Treatment Plant Maintenance & Inspection** – Services include semi-annual preventative maintenance of three existing lift stations located at Depauville (2) and Heritage Heights (1) Sewer District with inspection report. The quote is for the semi-annual preventative maintenance & inspection of all three lift stations and reporting involved as a lump sum number. The semi-annual preventative maintenance scope of work is presented as Appendix B. The service provider is also required to be available for **emergency calls** [24 hours per day, 7 days per week] to inspect, service, repair and/or replacement lift station or treatment plant components to return units to operational status. The service provider shall be within a twenty (20) mile radius of the service area involved. All repair materials or replacement items to be obtained by this supplier and itemized separately on their invoice with cost documentation presented. Allowable markup for overhead and profit will be as stated on the bid form.

Contractors may request a site inspection of the facilities prior to submission of a bid. Inspections can be coordinated with Steve Dorr, Highway Superintendent at 315-778-4169 or [townbarn@townofclayton.com](mailto:townbarn@townofclayton.com)

**Septic Tank Pump Out & Hauling** – The work is for the existing Town owned septic tanks in the Depauville Sewer District that involve approximately 100 residential septic tanks (1,000 gallons) and approximately 3 commercial septic tanks (1250 to 1500 gallons). Each year the Town pumps out all the commercial tanks and approximately 1/5<sup>th</sup> of the residential septic tanks. The plant operator will provide the list of tanks each year to be done. Services include the uncovering of access cover to each septic tank, the removal of access cover, the pumping out of the septic tank sewage, the visual inspection of tank for defects from the surface, the reinstallation of septic tank access cover, the repositioning of the soil over the septic tank cover, the hauling of the septic tank sewage waste to a licensed facility and the disposal at the facility. The service provider is also required to be available for **emergency calls** (24 hours per day, 7 days per week) to handle unplanned situations, as a separate line item on the bid form. The Town of Clayton has a current annual sewage disposal agreement with the City of Watertown. The price will be based on the cost per residential tank and per commercial tank as shown on the bid form.

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Contractors may request a site inspection of the facilities prior to submission of a bid. Inspections can be coordinated with Steve Dorr, Highway Superintendent at 315-778-4169 or [townbarn@townofclayton.com](mailto:townbarn@townofclayton.com)

**Marine Transportation to & from Grindstone Island** – Services include the transportation of equipment and personnel from Clayton to Grindstone Island and from Grindstone Island to Clayton. The trip can originate at Clayton or at Grindstone Island. The service provider MUST have a current USCG Certificate of Inspection, the Operator MUST hold a valid USCG license that is rated for the vessel being utilized. The barge must be capable of hauling 55 tons. The Town uses the service provider to haul highway and buildings/grounds equipment and materials back and forth between these two locations. The service provider MUST have the ability to load equipment from an easily accessible mainland location in the proximity of the Village of Clayton. **Copies of COI, Insurance, and the Primary Captains License MUST be included with the bid.** It should be noted that the lowest responsible bidder will be awarded the contract. In the event that the low bidder is not able to meet the transportation needs of the Town for any reason, the next bidder will be utilized on a trip by trip basis.

**Mowing Maintenance at Two Cemeteries and Schoolhouse on Grindstone Island** – Services to include the lawn mowing, trimming, and the general pick up of branches, twigs, etc. At the Thurso Cemetery and the Lower (Civil War) Cemetery that are located on Grindstone Island, under the direct supervision of the Buildings & Grounds Department, the typical mowing schedule. The typical mowing schedule is as follows (additional mowing should be done as needed): 1-2 times in April; 3-4 times in May; 3-4 times in June; 3-4 times in July; 2-3 times in August; and 2-3 times in September. The service providers are reminded to use their judgement on when to mow, BUT cemeteries MUST be mowed early in the season and need to be in excellent shape for Memorial Day and Labor Day weekends. The typical mowing schedule for the Schoolhouse is approximately once per week (unless weather causes delays). The service providers are reminded to use their judgement on when to mow, BUT the Schoolhouse MUST be mowed early in the season and needs to be in excellent shape for Memorial Day and Labor Day weekends. Service providers must review the Cemeteries and Schoolhouse before submitting their bids. Contact the Town office at 315-686-6007 to make arrangements. Service providers are required to supply their own equipment, fuel, and insurance. Certificate of Insurance must be submitted within forty-five (45) days of award. A lump sum bid for both cemeteries for the season is requested. The Town will pay in four (4) monthly installments from June through September.

**Welding Work at Service Provider's Shop** - The Town requires the ability to obtain welding repair services on various types of material when existing components breakdown at a welding shop. The Town also has the need for fabrication of minor items, from time to time, to replace existing deteriorated items or support new items. The materials will vary from mild steel, stainless steel, aluminum, etc. The service provider shall provide an hourly rate to repair or fabricate minor items as directed by the Town. The hourly rate to include labor costs, equipment, hand tools, electricity, welding gases, welding rod/wire, general liability, workers' compensation, shop facility, all overhead expenses and profit. The Town plans to have provider furnish the needed materials on a cost plus basis. The cost of overhead and profit, in a percentage, to be added to the cost of the materials is to be placed on the



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bid form along with the hourly rate. **All work is assumed to be accomplished in the provider's shop, therefore the NYS prevailing wages are not applicable for this service.**

**Cleaner at Town Hall** – Twice per week, dates to be agreed upon after bid award. Cleaning equipment and supplies will be provided by the Town. Cleaner MUST notify Town when supplies need to be replenished. Town staff will remove collected trash from premises. Cleaner will be required to sign a confidentiality agreement. Cleaner will be provided one (1) key to building. Building is not to be accessed by anyone who is not accompanied by the cleaner. Cleaner may not sub-contract work to another individual. Typical scope of work to be done by the cleaner at Town Hall includes:

- Mop foyer and hallway by offices.
- Vacuum board room.
- Wipe down board room table.
- Vacuum/sweep offices.
- Mop off pads under desks.
- Wipe desks off (NOTE: if cleared by office holder)
- Dump all trash and recyclables, where directed by Town.
- Wipe windows (inside of exterior windows, both sides of doors and Clerk's front window) when needed.
- Take care of spider webs/dust when needed in all areas.

**HVAC Preventative Maintenance and Service at listed Town owned facilities** – 1) The Contractor will be responsible for ensuring that the Town's HVAC equipment are properly serviced and maintained in accordance with manufacturer's recommended maintenance and service schedule. 2) Furnish all materials, labor, equipment, supplies and insurance to perform annual preventative maintenance and seasonal start-up. All filters will be provided by the Town. Contractor is to report needed repairs to the Town and provide time and material quote for the estimated repair. 3) Contractors are to use adequate numbers of skilled workmen who are thoroughly trained and experienced for the proper performance of the work. 4) The successful contractor may not subcontract work without Town approval. 5) The preventative maintenance for the cooling system should be performed in the spring before the units are started up for the season and the preventative maintenance for the heating systems should be performed in the fall before the units are started for the winter. 6) Supply a contract rate for non-routine "emergency" service calls.

Contractors may request a site inspection of the facilities prior to submission of a bid. Inspections can be coordinated with James Jones, Recreation Supervisor at 315-399-7729 or [jejones@townofclayton.com](mailto:jejones@townofclayton.com)

Town owned facilities covered by this work:

- Town Hall, 405 Riverside Drive, Clayton
- Joint Town/Village of Clayton Highway Garage, 615 East Line Rd, Clayton

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- Cerow Recreation Park Arena (NOTE: Excludes the Chiller unit that has a current Refrigeration Service Contract), 600 East Line Rd, Clayton
- Depauville Free Library, 32333 County Route 179, Depauville

### **Description of Material Supplying**

**Roadway Traction Material** – The Town will purchase material by the ton and will pick up with their own equipment. **The material supplier will quote on a ton basis** to supply and load out the Town trucks. *Bids provided in any measurement other than tons will not be accepted.* The Town will purchase the minimum quantity listed on the bid form. They may purchase additional materials at this unit price during the term of the contract. The material shall be a granite stone dust and meet ASTM C 33 for the fine aggregate classification except amount passing the #100 sieve size. The particle size distribution for the material shall fall within the ranges shown below:

<u>Sieve Size</u>	<u>Specified Percent Range</u>
3/8"	100
#4	95 to 100
#8	80 to 100
#16	50 to 85
#30	25 to 60
#50	10 to 30
#100	2 to 15

**¾" Minus Processed Gravel** - The Town will purchase material by the ton and will pick up with their own equipment. **The material supplier will quote on a ton basis** to supply and load out the Town trucks. *Bids provided in any measurement other than tons will not be accepted.* The Town will purchase the minimum quantity listed on the bid form. They may purchase additional materials at this unit price during the term of the contract. The material shall be ¾" minus bank run gravel with similar particle size distribution to within the ranges shown below:

<u>Sieve Size</u>	<u>Specified Percent Range</u>
3/4"	100
1/2"	85 to 95
3/8"	70 to 80
1/4"	45 to 55
#4	40 to 50
#10	30 to 40
#20	20 to 25
#40	10 to 20
#60	10 to 15
#100	5 to 10
#200	2 to 8

**2" Minus Processed Gravel** - The Town will purchase material by the ton and will pick up with their own equipment. **The material supplier will quote on a ton basis** to supply and load out the

**Town of Clayton – Miscellaneous Hourly Construction Work, Service Provider Work and Material Supplying  
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Town trucks. *Bids provided in any measurement other than tons will not be accepted.* The Town will purchase the minimum quantity listed on the bid form. They may purchase additional materials at this unit price during the term of the contract. The material shall be 2" processed gravel with similar particle size distribution to within the ranges shown below:

<u>Sieve Size</u>	<u>Specified Percent Range</u>
2"	100
1 ½"	93 to 98
1"	75 to 85
¾"	65 to 70
½"	55 to 63
⅜"	50 to 58
¼"	45 to 55
#4	40 to 50
#10	30 to 40
#20	20 to 25
#40	10 to 20
#60	10 to 15
#100	5 to 10
#200	2 to 8

**Unprocessed Bank Run Gravel** - The Town will purchase material by the ton and will pick up with their own equipment. **The material supplier will quote on a ton basis** to supply and load out the Town trucks. *Bids provided in any measurement other than tons will not be accepted.* The Town will purchase the minimum quantity listed on the bid form. They may purchase additional materials at this unit price during the term of the contract. The material shall be 4" unprocessed gravel direct from the bank. The Town is looking for 4" bank run gravel, with the largest piece being around 4" in diameter. The Town will accept minor amounts of 6" to 8" pieces, if necessary.

The Town reserves the right to select materials that may be slightly outside the ranges stated above to fit their application.

**NON-COLLUSIVE PROPOSAL CERTIFICATE**

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in this proposal 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 proposer or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly to any other proposer or to any competitor; and
- (3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

(Signed) \_\_\_\_\_

Title \_\_\_\_\_

**RESOLUTION-For Corporate Proposers only**

RESOLVED that \_\_\_\_\_ (individual) be authorized to sign and submit the proposal of this corporation for the following project (describe project)

\_\_\_\_\_

And to include in such proposal the certificate as to non-collusion required by section one hundred three-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate proposer shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by \_\_\_\_\_ Corporation at a meeting of its Board of Directors held on the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

(SEAL OF CORPORATION)

\_\_\_\_\_  
Secretary

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**FORM OF PROPOSAL**

**Town of Clayton**

*Miscellaneous Hourly Construction Work at Town facilities*

The Undersigned \_\_\_\_\_  
(Contractor)

Address

Zip Code

Hereby certifies that he/she has examined and fully comprehends the requirements prepared by the Town of Clayton for miscellaneous labor for the fiscal year 2021. To furnish all labor, materials, supplies, plant and equipment and other facilities to properly perform the work for the total:

Hourly Rates

Carpenter	\$ _____/hr	\$ _____/day
Electrician	\$ _____/hr	\$ _____/day
Plumber	\$ _____/hr	\$ _____/day
Mason	\$ _____/hr	\$ _____/day
Painter	\$ _____/hr	\$ _____/day

Marine Work:

Operating Engineer	\$ _____/hr	\$ _____/day
Chief Mate	\$ _____/hr	\$ _____/day
Licensed Boat Operator	\$ _____/hr	\$ _____/day
Shoreman	\$ _____/hr	\$ _____/day
Deckhand	\$ _____/hr	\$ _____/day
Barge	\$ _____/hr	\$ _____/day
Crane	\$ _____/hr	\$ _____/day
Excavator	\$ _____/hr	\$ _____/day

**Town of Clayton – Miscellaneous Hourly Construction Work, Service Provider Work and Material Supplying  
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If the Proposer does not choose to provide rates for all categories, insert “No Bid”.

_____	_____
Name of Proposer	Signature
Title_____	Street_____
Phone_____	City/State_____
Fax_____	email_____

**NOTE: Be sure to include a completed Non-Collusive Proposal Certificate with your Bid.**



**FORM OF PROPOSAL**

**Town of Clayton**  
*Service Provider Work at Town Facilities*

The Undersigned \_\_\_\_\_  
(Contractor)

Address \_\_\_\_\_ Zip Code \_\_\_\_\_

Hereby certifies that he/she has examined and fully comprehends the requirements prepared by the Town of Clayton for Service Work at Town Facilities for the fiscal year 2021. To furnish all labor, materials, supplies, plant and equipment and other facilities to properly perform the work for the total:

**Pest Control Work:**

Regular Hourly Rate: \$ \_\_\_\_\_/hr

Overtime & Saturday Rate: \$ \_\_\_\_\_/hr

Sunday & Holiday Rate: \$ \_\_\_\_\_/hr

Overhead & Profit Markup Percentage on Supplies \_\_\_\_\_%

**Lift Station & Sewage Treatment Plant Work:**

Lump Sum for Semi-Annual Preventative Maintenance & Inspection \$ \_\_\_\_\_/Inspection

Regularly Hourly Rate: \$ \_\_\_\_\_/hr

Overtime & Saturday Rate: \$ \_\_\_\_\_/hr

Sunday & Holiday Rate: \$ \_\_\_\_\_/hr

Emergency Call Rate: \$ \_\_\_\_\_/hr

Overhead & Profit Markup Percentage on Materials & New Equipment \_\_\_\_\_%

**Septic Tank Pump Out & Hauling:**

20 Residential Septic Tanks @ \$ \_\_\_\_\_/Tank \$ \_\_\_\_\_

3 Commercial Septic Tanks @ \$ \_\_\_\_\_/Tank \$ \_\_\_\_\_

**TOTAL BID** \$ \_\_\_\_\_

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**Emergency Call-out Rates:**

Normal weekday business hours 7:00 AM to 3:30 PM for Residential Tanks \$\_\_\_\_\_/Tank  
Normal weekday business hours 7:00 AM to 3:30 PM for Commercial Tanks \$\_\_\_\_\_/Tank

Overtime hours on Weekday and for Saturdays for Residential Tanks \$\_\_\_\_\_/Tank  
Overtime hours on Weekday and for Saturdays for Commercial Tanks \$\_\_\_\_\_/Tank

Overtime hours on Sundays and Holidays for Residential Tanks \$\_\_\_\_\_/Tank  
Overtime hours on Sundays and Holidays for Commercial Tanks \$\_\_\_\_\_/Tank

**Marine Transportation to & from Grindstone Island:**

Cost per One-Way Loaded Trip: \$\_\_\_\_\_/Trip

Cost per Two-Way Loaded Trip: \$\_\_\_\_\_/Trip

Cost for Wait Time After 30 Minutes \$\_\_\_\_\_/hr

**Mowing Maintenance at Two Cemeteries on Grindstone Island and Grindstone Island  
Schoolhouse:**

Mowing Maintenance for one season: \$\_\_\_\_\_/Lump Sum

**Welding Work at Service Provider's Shop:**

Hourly Rate: \$\_\_\_\_\_/hr

Overhead & Profit Percentage Markup on Materials: \_\_\_\_\_%

**Cleaner at Town Hall:**

Hourly Rate: \$\_\_\_\_\_/hr

Number of Hours per Trip: \_\_\_\_\_

**HVAC Preventative Maintenance at Town-owned facilities:**

Hourly Rate: \$\_\_\_\_\_/hr

Contract Rate for non-routine Service Call-out:

Normal weekday business hours 7:00 AM to 3:30 PM \$\_\_\_\_\_/hr

Overtime hours on Weekday and for Saturdays \$\_\_\_\_\_/hr

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Overtime hours on Sundays and Holidays \$ \_\_\_\_\_/hr

If the Proposer does not choose to provide rates for all categories, insert “No Bid”.

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Federal Employer ID #

\_\_\_\_\_  
Printed Name of Signer

Title\_\_\_\_\_

Street\_\_\_\_\_

Phone\_\_\_\_\_

City/State\_\_\_\_\_

Fax\_\_\_\_\_

email\_\_\_\_\_

**NOTE: Be sure to include a completed Non-Collusive Proposal Certificate with your Bid.**

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**FORM OF PROPOSAL**

**Town of Clayton**  
*Material Supplying*

The Undersigned \_\_\_\_\_  
(Contractor)

Address \_\_\_\_\_ Zip Code \_\_\_\_\_

Hereby certifies that he/she has examined and fully comprehends the requirements prepared by the Town of Clayton for Material Supplying for the fiscal year 2021. To furnish all materials, as listed below:

**Road Traction Material:**

200 Truck Loads @ 18 tons/tl = 3600tons @ \$ \_\_\_\_\_/ton = \$ \_\_\_\_\_ Total

**¾" Minus Processed Gravel:**

4 Truck Loads @ 18 tons/tl = 72tons @ \$ \_\_\_\_\_/ton = \$ \_\_\_\_\_ Total

**2" Minus Processed Gravel:**

4 Truck Loads @ 18 tons/tl = 72 tons @ \$ \_\_\_\_\_/ton = \$ \_\_\_\_\_ Total

**Unprocessed Bank Run Gravel:**

4 Truck Loads @ 18tons/tl = 72 tons @ \$ \_\_\_\_\_/ton = \$ \_\_\_\_\_ Total

Typical minimum quantities utilized to determine low bidder for material supplying.

If the Proposer does not choose to provide rates for all categories, insert "No Bid".

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Federal Employer ID #

\_\_\_\_\_  
Printed Name of Signer

Title \_\_\_\_\_

Street \_\_\_\_\_

Phone \_\_\_\_\_

City/State \_\_\_\_\_

Fax \_\_\_\_\_

email \_\_\_\_\_

# APPENDIX A

## APPENDIX B

## APPENDIX C



## APPENDIX D

## APPENDIX E