

## ***Request for Proposals***

The Lyncourt Union Free School District, Onondaga County, New York State, hereby invites the submission of sealed proposals for the following services:

### **Parking Lot Repair, Sealing & Striping**

Sealed proposals will be received by the Business Administrator of Lyncourt Union Free School until:

**DATE:** July 21, 2021      **LOCATION:** Lyncourt Union Free School District  
ATTN: Business Administrator  
2707 Court Street  
**TIME:** 3:00 p.m.      Syracuse, NY 13208

At which date, time, and location, all proposals will be publicly opened. The completed proposal, including all required documentation must be submitted in a **sealed envelope and clearly marked "Parking Lot Repair, Sealing & Striping"**. Please forward to the Lyncourt Union Free School District at the address listed above. Proposals must be in the hands of the Business Administrator before the date and time designated above.

### **NON-COLLUSIVE PROPOSAL CERTIFICATION**

By submission of this bid proposal, the bidder certifies that:

- a) this proposal has been independently arrived at without collusion with any competitor or potential competitor;
- b) this proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals for this project, to any other competitor or potential competitor;
- c) no attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal;
- d) the person signing this proposal certifies that they have fully informed themselves regarding the accuracy of the statements contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address/City/State/Zip Code

\_\_\_\_\_  
Proposer's Email Address

\_\_\_\_\_  
Telephone (include area code)

\_\_\_\_\_  
Proposer's Signature

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

\_\_\_\_\_  
Date

## **ACKNOWLEDGEMENT**

By submission of this proposal, the proposer further certifies that:

1. No member of the **Lyncourt Union Free School District**, nor any officer or employee or person whose salary is payable in whole or in part from the treasuries of said Board of Education is directly or indirectly interested in this proposal or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.
2. No officer or employee of the Agency, New York State Department of Education or any other governmental agency shall hold or receive any share or interest in this contract or derive any personal benefit arising there from.
3. Said Proposer has carefully examined the Instructions to Bidders, Schedules, Special Conditions, and Specifications prepared under the direction of the Board of Education, and will, if successful in this proposal, furnish and deliver at the prices stated and within the time stated, all the materials, supplies, apparatus, goods, wares, merchandise, services or labor which this proposal is made.
4. See PRIOR page for NON-COLLUSIVE CERTIFICATION.
5. Proposal awards are subject to the GENERAL CONDITIONS attached herewith to this RFP.
6. Unsigned proposals or documents will be subject to rejection.

## **INSTRUCTIONS**

1. Review ALL information including the GENERAL CONDITIONS and sign the NON-COLLUSIVE PROPOSAL CERTIFICATION located on page 1 of this document.
2. Include all requested information.
3. Complete the Parking Lot Repair, Sealing & Striping FEES FORM included with this REQUEST FOR PROPOSAL document.

### **Contact person for questions pertaining to this REQUEST FOR PROPOSALS:**

**Cathryn Marchese, School Business Administrator**  
**315-455-7571 option 3,1**  
**cmarchese@lynccourtschool.org**

## **AWARD OF CONTRACT**

IT IS THE INTENTION OF LYNCOURT UNION FREE SCHOOL DISTRICT TO AWARD THIS CONTRACT BASED ON THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER MEETING ALL PROPOSAL CONDITIONS AS OUTLINED IN THE SPECIFICATIONS SHEET.

The Board of Education reserves the right to reject any and all proposals submitted or to accept any proposal which, in the opinion of the Board, will be in the best interest of the School District.

**Lyncourt Union Free School District is an equal opportunity employer**

**GENERAL CONDITIONS**

1. The date, time, and place of Proposal opening is given in the Notice for Request for Proposals.
2. All Proposals must be submitted on Proposal offer forms and in accordance with instructions provided by the Board.
3. All Proposals received after the time stated in the Notice for Request for Proposals will not be considered and will be returned unopened to the Vendor. The Vendor assumes the risk of any delay in the mail or in the handling of the mail by employees of the District. Whether sent by mail or by means of personal delivery, the Vendor assumes responsibility for having the Proposal deposited on time at the place specified.
4. All information required by the Request for Proposals, General Conditions, Detailed Instructions, and Specifications, in connection with each item against which a Proposal is submitted, must be given to constitute a regular Proposal.
5. The Non-Collusive Bidding Certification must be included with each Proposal as required by General Municipal Law, section 103-d.
6. All costs associated with preparing a response to this RFP are the responsibility of the Proposer. The District shall not be responsible for any such costs.
7. The submission of a Proposal will be construed to mean the Vendor is fully informed as to the extent and character of the services required and a representation that the Vendor can furnish the services satisfactorily in complete compliance with the Specifications.
8. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the Specifications must be set forth in space provided (i.e. "Vendor Notation) in the Proposal for this purpose.
9. Prices and information required should be typewritten or printed neatly for legibility. Illegible or vague Proposals may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
10. No interpretation of the meaning of the Specifications or other Contract Document will be made to any Vendor orally. Every request for such interpretation should be in writing, addressed to the School District, not later than five (5) days prior to the date fixed for the opening of Proposals. Notice of any and all such interpretations and any supplemental instructions will be sent to all Vendors on record by the School District in the form of an Addendum to the Specifications. All Addenda so issued shall become part of the Contract Documents.
11. Any proposal may be withdrawn or modified by written request of the Proposer, provided such request is received by the Purchasing Officer at the above address prior to the date and time set for receipt of proposals.

AWARD

12. This RFP does not commit the District to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP, or to procure or contract for services.
13. Awards will be made to the Lowest Responsible Vendor, as will best promote the public interest, taking into consideration the reliability of the Vendor, the quality of the services to be furnished, their conformity with Specifications, the purposes for which required, and the terms of delivery.
14. The District reserves the right to reject any and all Proposals not deemed in the Public's best interest, incomplete, conditional, obscure, or which contain irregularities of any kind.
15. The District reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified proposers, or to cancel this RFP, in part, or in its entirety, if it is in the best interest of the District.
16. The District may select as the successful proposal that proposal which, in the District's sole discretion and with whatever modifications the District and the Proposer may mutually agree upon, best meets the District's requirements whether or not that proposal is the lowest priced.
17. No Proposer shall have any legal, equitable, or contractual rights of any kind arising out of its submission of a proposal except as and to the extent that the District, in its sole discretion, shall enter into a contract with the Proposer that it selects as the successful contractor.

18. Provisions of this RFP and the contents of the successful response will be used to establish final contractual obligations. It is understood that this RFP and the Respondent's proposal shall be attached and included by reference in the contract.
19. In the event negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.
20. A Contract may be canceled at the Successful Vendor's expense upon non-performance of Contract.
21. The successful Proposer will be required to enter into a formal written contract for services that incorporates the terms and conditions of this RFP, including the following minimum terms and conditions. The submission of a response to this RFP indicates the Proposer agrees to the following terms and conditions for professional services. The District reserves the right to include additional topics in the final agreement with the successful Proposer and to make changes to the following clauses.

GUARANTEES BY THE SUCCESSFUL VENDOR

22. The Successful Vendor guarantees to carry present adequate insurance to protect the District from loss in case of accident, fire, theft, etc.
23. The Proposer shall perform its obligations hereunder in compliance with any and all applicable federal, state and local laws, rules, and regulations, including applicable licensing requirements.
24. The Proposer covenants and agrees to comply in all respects with all federal, state and local laws and ordinances regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.
25. The Proposer will pay prevailing wages and benefits to the extent required by the laws of the State of New York.
26. The successful Vendor shall not assign, transfer, convey, subcontract, or otherwise dispose of the Contract Agreement or the right, title, or interest therein, or the power to execute such Contract, to any other person, company, or corporation, without prior express written of the District.
27. The Proposer will indemnify, defend with competent counsel and hold harmless the District, its officers, agents and employees from and against any judgment or award and any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law or equity caused or sustained by or because of any omission of duty, negligence or intentional wrongful act on the part of the Proposer, its employees or agents, including subcontractors, in connection with this Agreement to the extent the Proposer is adjudged to be liable for such judgment or award or claim.
28. This Agreement represents the entire and integrated agreement between the District and the Proposer and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the District and the Proposer.  
  
All verbal clarifications, changes, or modifications of the scope or details in the work are to be followed up with written verification and agreement by both parties. The District reserves the right of final interpretation of any clarifications or modifications relative to the Agreement.
29. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and every term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
30. The District and the Proposer are independent contractors and shall have no other relationship. Neither party shall have or hold itself out as having the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other party.
31. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any litigation or other proceeding arising under this Agreement shall be commenced in a court of appropriate subject matter jurisdiction in the State of New York with venue in Onondaga County.

32. The Proposer shall cause all persons performing work pursuant to this Agreement to comply with all instructions pertaining to conduct and building regulations issued by the District. All such persons shall wear readily visible identification that is satisfactory to the District. The District may promulgate and modify from time to time rules and regulations relating to conduct as the District, in its sole discretion, may determine, and the Proposer shall cause all persons performing work to comply with them.
33. The Proposer shall itself, and shall also cause all such persons providing services under this Agreement to preserve and protect all confidential information of the District to which they may have access during the performance of work under this Agreement.

#### PAYMENTS

34. Payment will be made only after correct presentation of claim forms or invoices as may be required.

#### SAVING CLAUSE

35. The Successful Vendor shall not be held responsible for any losses resulting if the fulfillment of the terms of the Contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the Successful Vendor and which by the exercise of reasonable diligence is unable to prevent.

### **INSURANCE**

No Proposer shall commence work under this contract until it has obtained all the insurance required hereinafter and such insurance has been approved by the District, nor shall the contractor allow any subcontractor to commence any work on the subcontract until all similar insurance required by the subcontractor has been obtained and approved. Approval of the insurance by the District shall not relieve or decrease the liability of each contractor. The Proposer agrees to indemnify the district for any applicable deductibles and self-insured retentions. The Proposers insurance coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers.

Worker's Compensation and other Mandated Insurance: Each Proposer shall take out and maintain during the life of the contract the statutory Worker's Compensation and Employer's Liability Insurance, and all other insurance required by law, for all of his employees engaged in work under this contract.

Bodily Injury and Property Damage Liability Insurance: Each Proposer shall take out and maintain during the life of the contract a Comprehensive General Liability Insurance Policy for Bodily Injury, including Accidental Death, and Property Damage shall protect the Proposer from claims for damage which may arise from operations under this contract, whether such operations be by Proposer, or by any subcontractor or by anyone directly or indirectly employed by them.

### Specification and Scope of the Project

#### Parking Lot and Driveway Preparation

- All edges shall be dressed out and all weeds and grass removed from the edges and disposed of.
- All parking lot and driveway surfaces shall be power cleaned to remove loose gravel, asphalt and debris.
- Gasoline and oil spills are to be treated with oil spot primer.
- Repair of depressed and cracked area around catch basin in center of back lot.
- Crack fill with hot pour prior to seal coating any cracks greater than 3/8".
- Apply one coat of sealant, with a sand mix of a minimum 4 lbs. per gallon plus additive for durability.
- Line stripe with latex paint, in yellow color, per owner specification.
- Care should be taken to keep concrete and grass areas clean.

**A pre-bid walk through is scheduled for:      Wednesday, July 14th, 2021 at 10:00 a.m.**  
**2707 Court Street, Syracuse, New York**

All work is to be guaranteed for one year.

Work is to be completed during non-working hours prior to Friday, August 24, 2021. The work to be performed shall be of first class quality by employees skilled in the respective trade and knowledgeable about the product and equipment being used.

This is a prevailing wage solicitation.

#### **Parking Lot Repair, Sealing & Striping FEES FORM**

Repair of sink hole proposed, briefly explain:

\_\_\_\_\_

Cost to repair sink hole: \$ \_\_\_\_\_

Preparation, Crack-fill and Sealing per specification: \$ \_\_\_\_\_

Please provide product being used

Type of crack fill: \_\_\_\_\_

Type of sealer: \_\_\_\_\_

Striping cost: \$ \_\_\_\_\_

**TOTAL PROPOSAL PRICE: \$ \_\_\_\_\_**

Provide three (3) references; including contact person, phone, and e-mail on a separate piece of paper