

NOTICE
Bids for Exterior Painting House and Garage

Ontario County Four Seasons Local Development Corporation, a not-for-profit, located at 19 Susan B. Anthony Lane, Canandaigua NY with a dba of A Finger Lakes Visitors Connection (FLVC) is requesting proposals for exterior painting and related repairs and improvements.

The schedule for the RFPs is as follows:

Release of RFP: September 1, 2022

Intent to Bid Response (informal email or letter): September 22, 2022

RFP Questions, Tour of site by appointment, but no later than: September 26, 2022

Proposal submission deadline: September 30, 4:00 p.m.

Selection of service provider: no October 7, 2022

Contract to begin: October 10, 2022

Work to be completed no later than: August 1, 2023

Final and complete proposals must be filed with Julie Maslyn at 19 Susan B Anthony Lane, Canandaigua, New York 14424, accounting@visitfingerlakes.com on or before **4:00 PM. September 30, 2022.**

Eligibility

Qualifications and Experience

The qualified service provider must satisfy the following requirements:

Maintain a permanent place of business

Have adequate staff and equipment to perform the services in an adequate manner

Have a history of satisfactorily furnished services of similar size and scope for a period of at least 12 months.

Provide a complete proposal.

Julie Maslyn

Operations Manager

accounting@visitfingerlakes.com

585-394-3915

INSTRUCTIONS TO BIDDERS

- 1) Read all documents contained in the RFP specifications.
- 2) Vendors are responsible for submitting their proposals to Finger Lakes Visitors Connection (FLVC) at the time indicated in the "Notice".

Process for submitting proposal:

- Proposals should be clearly marked "Exterior Painting" on the outside of the envelope or in the subject line - and addressed to Julie Maslyn. (accounting@VisitFingerLakes.com)
 - Proposals shall include the Company Name clearly marked on the outside.
 - Mailed proposals shall be sent to Finger Lakes Visitors Connection, 19 Susan B. Anthony Lane, Canandaigua, NY 14424
 - Emailed proposals shall be sent to Accounting@VisitFingerLakes.com with "Exterior Painting" in the subject line. Proposals received after due date will be rejected. The proposal offer acknowledges the right of FLVC to accept or reject any or all proposals and to waive any informality in any proposal received.
- 3) Vendors are responsible for reporting, in writing, any errors found in the RFP specifications to Finger Lakes Visitors Connection, 19 Susan B Anthony Lane, Canandaigua, New York 14424.
 - 4) Questions about or clarifications to the technical specifications must be made to Finger Lakes Visitors Connection per the schedule provided on the front page
 - 5) Forms necessary to be submitted with your proposal are the following:
 1. BID FORM Schedule A
 2. Insurance – Schedule B
 3. Non-Collusive Bidding Certification and Billing and Payment Terms – Schedule C
 4. References – Schedule D

Failure to submit any of the above data may result in the rejection of the proposal. Furthermore, Finger Lakes Visitors Connection reserves the right to request any additional information deemed necessary for the proper evaluation of this proposal.

GENERAL INFORMATION

AWARD OF RFP:

All successful vendors will be notified by Finger Lakes Visitors Connection. (FLVC)

All unsuccessful vendors will be notified by Finger Lakes Visitors Connection.

PROHIBITION AGAINST ASSIGNMENT/TRANSER/SUBCONTRACT:

The vendor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or any of its contents, or of any right, title or interest therein, to any other person or corporation without previous consent, in writing, of Finger Lakes Visitors Connection.

PRICE ADJUSTMENTS:

Unless otherwise stated in this document, contract pricing may not be changed without prior written approval by Finger Lakes Visitors Connection. If a price adjustment request is made, the vendor shall give Finger Lakes Visitors Connection a minimum of thirty-(30) calendar days notification of any request for a price adjustment. Should Finger Lakes Visitors Connection deem the requested adjustment unacceptable, FLVC reserves the right to terminate the contract in accordance with the terms of this RFP.

NON-ASSIGNMENT:

At no time during the duration of any contract resulting from this RFP, shall the vendor be allowed to assign any portion of this contract to a third party without written approval by Finger Lakes Visitors Connection

JUDGMENTS/LEGAL FINDINGS:

By submitting this proposal for consideration, the vendor affirms that they currently have no judgments or other legal findings nor have any pending judgments or other legal findings against the company or any of its executives, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of this RFP. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by FLVC.

GUARANTEE:

The vendor guarantees that all work will be conducted in accordance with the Bid Specifications and that all goods, materials and/or equipment supplied to Finger Lakes Visitors Connection meet or exceeds the Bid Specifications. Should the goods, materials and/or equipment be found not to meet the Bid Specifications, the vendor shall remove and/or at Finger Lakes Visitor Connection's sole discretion, replace all faulty goods, materials and/or equipment within a time frame dictated by Finger Lakes Visitors Connection at no cost to Finger Lakes Visitors Connection.

INDEPENDENCE:

The vendor expressly understands and agrees that it is and shall in all respects be considered an independent contractor. The vendor, its employees, partners, associates, subcontractors, subconsultants and any others employed or retained by the vendor in the performance of a contract resulting from this RFP, are not and shall not hold themselves out nor claim to be an officer or employee of FLVC, nor make claim to any rights accruing thereto, including but not limited to Workers Compensation, Unemployment Benefits, Social Security or

retirement plan membership or credit. Further, vendor, by virtue of his/her independent contractor status, shall under no circumstance constitute an employee of Finger Lakes Visitors Connection.

COMPLIANCE:

The vendor shall comply, at its own expense, with the provisions of all federal, state and local laws, rules and regulations applicable to its performance of any contract resulting from this RFP and any terms and conditions of a grant associated with any contract(s) awarded as a result of this RFP.

DEFENSE AND INDEMNIFICATION:

The vendor agrees to the fullest extent of the law:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of Finger Lakes Visitors Connection, the vendor shall indemnify and hold harmless Finger Lakes Visitors Connection, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the vendor or third parties under the direction or control of the vendor; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions referred to in Sub-paragraph "(a)" above and to bear all other costs and expenses related thereto. The duty to defend hereunder shall be triggered immediately upon notice to the vendor by Finger Lakes Visitors Connection of Finger Lakes Visitors Connection's receipt of a Notice of Claim, service of process or other demand or claim.

These defense and indemnification obligations shall survive the expiration or termination of any contract resulting from this bid, whether occasioned by the contract's expiration or earlier termination.

RECORDS:

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

INSURANCE:

Failure to secure and maintain the required insurances contained in Schedule "B," which is attached hereto and made a part hereof, is a material breach of any contract(s) awarded as a result of this bid. Vendor shall reimburse Finger Lakes Visitors Connection for any funds expended by Finger Lakes Visitors Connection that would have been paid by Vendor's insurance carrier under any required insurance. Should vendor's required insurance be cancelled or lapse in any way, vendor shall submit the insurer's notice of cancellation or lapse to Finger Lakes Visitors Connection within two business days of receipt.

MISCELLANEOUS:

If any provision of a contract resulting from this RFP is determined to be invalid or unenforceable, that shall not affect the validity or enforceability of the remaining portions of the contract resulting from this bid. Any such invalid or unenforceable provision shall be modified so as to give effect to the original intent of the parties to the maximum extent possible. Each and every provision of law and clause required by law to be inserted in a contract resulting from this RFP shall be deemed to have been inserted herein, and if through mistake or

inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law. Any contract resulting from this RFP shall be construed and enforced in accordance with the laws of the State of New York.

REFERENCES:

Vendor shall submit the names and contact information for at least 3 references.

TERMINATION:

Finger Lakes Visitors Connection, upon ten (10) calendar days' notice to the vendor, may terminate any contract(s) resulting from this RFP in whole or in part when FLVC deems it to be in its best interest, whether with or without cause. In such event, the vendor shall be compensated, and FLVC shall be liable only for payment for goods, materials, equipment and/or services provided under any contract(s) awarded and provided as a result of this RFP up to the effective date of termination.

In the event of a dispute as to the value of services rendered by the vendor prior to the effective date of termination, it is understood and agreed that Finger Lakes Visitors Connection shall determine the value of such services rendered by the vendor. Such reasonable and good faith determination shall be accepted by the vendor as final.

Should the equipment or personnel fail to perform as advertised at any point within the timeframe of the guarantee, the vendor shall, at its own expense, and at Finger Lakes Visitors Connection's option, repair or replace said equipment. Should the vendor fail to make the equipment operate as advertised within a reasonable amount of time as determined by Finger Lakes Visitors Connection's legal counsel, the vendor agrees to remove the equipment and refund FLVC a prorated amount as follows: the percentage of time the equipment ran as advertised, as documented by Finger Lakes Visitors Connection, in comparison to the manufacturers guarantee shall be calculated and that percentage of the original purchase price shall be deducted and the remainder of the original purchase price shall be refunded to Finger Lakes Visitors Connection.

In the event Finger Lakes Visitors Connection determines that there has been a material breach by the vendor of any of the terms of any contract(s) awarded as a result of this bid and such breach remains uncured for five (5) days after service on the vendor of written notice thereof, Finger Lakes Visitors Connection, in addition to any other right or remedy it might have, may terminate any contract(s) awarded as a result of this bid and Finger Lakes Visitors Connection shall have the right, power and authority to complete that which is required by the contract awarded as a result of this RFP, and any additional expense or cost of such completion shall be charged to and paid by the vendor. Service of notice hereunder shall be effective on the date of mailing.

OVERVIEW OF RFP

About Finger Lakes Visitors Connection

FLVC's 1884 Victorian House is located in the historic district of Canandaigua. Our property is zoned residential and in a residential neighborhood bordered by government service agencies and private businesses. Most importantly, our building sits within the "square" of the footprint of the Ontario County courthouse and municipal buildings. Our building is open to visitors seeking visitor information and is the site of many small meetings and an occasional event. We strive to maintain a level of excellence of our property's appearance – inside and out, befitting our prime location in the City and the guests that we have here. FLVC is a 501c3 not-for-profit organization.

Job Overview

This project focusses on painting and minor repair of the exterior spaces of the house and the garage, including all trim, moldings, as outlined in a required walk around of the building, prior to the bid.

Overall Requirements:

Our regular office hours are 8:30 - 4:30 Monday through Friday.

Security

For security purposes, the vendor shall submit a list including names and addresses of personnel who will be assigned to FLVC. In addition all staff must be bonded and insured. The service provided may not substitute any employee on FLVC property without prior notification to FLVC. The service provider's personnel may not disturb papers on desk, or open drawers, cabinets, files or bookcases. Nor may the provider use any computers or telephones for personal use. Under no circumstances shall the service provider's personnel be allowed to bring visitors, children, or other relatives into the building.

Qualifications and Experience

The qualified service provider must satisfy the following requirements:

- Maintain a permanent place of business
- Have adequate staff and equipment to perform the services per the promise of the bid
- Have satisfactorily furnished services of similar size and scope for a period of at least 12 months.
- Operate under the Equal Employment Opportunity Act
- Operate under appropriate contract work hours and safety standards
- Operate where applicable under the Clean Air Act and Federal Water Pollution Controls Act
- Affirmative consideration of Minority, Small business and Women owned business (FLVC is an equal opportunity/educational institution, which does not discriminate on the basis of race, color, religion, national origin, gender, age, disability, sexual orientation or veteran status.)
- The service provider assumes full responsibility for the actions of the employees and shall repair or replace any damaged item or area caused by the actions of its employees unless said damage occurred under circumstances beyond their reasonable control as determined by FLVC.

Supplies and Overall Requirements

- The service provider shall provide all supplies and equipment
- FLVC reserves the right to make change requests in chemicals and products with or without explanation. Contractor will use FLVC supplied products as requested.

EVALUATION CRITERIA – FYI

FLVC reserves the right to consider proposals based on their relative merit, risk, and values to the organization, and reserves the right to negotiate with all service providers. Evaluation will be based on the vendor's responsiveness to the RFP and the total price quoted for all items covered by the RFP. The successful service provider may be asked to participate in negotiations and may be asked to make revisions to your proposals based on these negotiations. Submitting a proposal acknowledges that you have read and understand these requirements.

The following criteria will be used to evaluate each service provider's proposal:

- Thoroughness of RFP response
- Adequacy of the proposed methodology of the vendor
- Proposed time schedule and deadlines
- Skill and experience of key personnel
- Demonstrated Company experience and results of communications with references
- Compliance with administrative requirements of the RFP, due date, etc.
- Vendor's financial stability
- Vendor's demonstrated commitment to the nonprofit sector
- Cost
- Women/Minority Business Owners
- Flexibility
- Other (specified by Program)

SCOPE OF WORK NOTES
19 Susan B. Anthony Lane, Canandaigua, NY 14424

(Owner = Ontario County Four Seasons Local Development Corporation. d.b.a. Finger Lakes Visitors Connection)

1. The Owner shall supply the vendor with a space for a storage trailer on site. All equipment shall be stored in storage trailer when not in use. All products shall be stored in a UL approved storage cabinet.
2. The Owner is not liable for any lost or damaged equipment or materials.
3. Should the vendor be required to stop work for more than 24 hours, the Owner shall not be held responsible for the cost of any leased or rented equipment or any other costs associated with the work stoppage. The vendor agrees to continue work without interruption of any kind unless approved by the Owner.
4. At the end of each workday, the vendor shall remove all debris and use a magnetic device to collect nails from at least 15 feet around all portions of that work area.
5. Upon completion of the entire project, the vendor shall remove all debris and use a magnetic device to collect nails from at least 15 feet around the entire building.
6. All materials shall be applied in accordance with the manufacturers' instructions and in accordance with all industry standards.
7. The vendor shall remove all used materials, packing materials and associated materials from the site on a daily basis or store inside contractor's trailer, to keep the area clean at all times.
8. The vendor shall supply all required signage, and other materials necessary to restrict all areas under construction for the safety of the Owner employees and the general public.
9. The vendor shall obtain a building permit from the City of Canandaigua.
10. The vendor shall coordinate all necessary safety issues with the Owner. These shall include supplying all MSDS sheets, the appropriate use of all materials, equipment and other agents, etc.
11. All areas shall be available for traffic by Owner personnel, residents and the general public at all times.
12. The vendor must protect all areas under construction from damage at the end of each workday (per manufacturers' specifications).
13. The vendor shall supply their own trash container(s). The Owner shall provide the vendor with a location to place the container(s) on site. The vendor is not to use the County containers at any time and the vendor shall make arrangements to remove all trash associated with the completion of their work.
14. Once the vendor has received a notice to proceed, they agree to set a schedule and once work has started to continue work without stoppage until the contract is complete and accepted by the Owner unless otherwise authorized in writing by the Owner.
15. Completion shall be no later than **August 1, 2023**.
16. Scheduling questions are to be addressed with the Owner representative.
17. Prior to acceptance of the project by the Owner, the vendor and an Owner representative shall complete a walkthrough of the project to identify any punch list items. The vendor shall complete all punch list items prior to final payment by the Owner.
18. The vendor shall be responsible for any costs associated with the cleanup or repair of any damage to Owner or non-Owner property as a result of any work associated with this contract.
19. At no time during the project shall the facility be unprotected from the elements.
20. The vendor shall be responsible for supplying all barriers for pedestrian walkways.

Please initial agreement to Items #1 – 20.

Please note any exceptions here:

PROPOSAL FORM FOR BID to be opened and read no later than October 7, 2022. FLVC will contact all successful and unsuccessful bidders.

INDIVIDUAL, CORPORATE, PARTNERSHIP OR LLC ACKNOWLEDGEMENT

Vendor Name: _____

Tax status:

Federal or Tax ID#: _____

Individual Corporation Partnership limited liability company

Does your business fit the category of women or minority owned? Yes No

Is your business a registered WMBE Business Yes No

___ W-9 is attached.

Name of Company: _____

dba? No Yes - (Please note here if yes) _____

Do you have a Parent company? No Yes - _____

Your Business Address:

What County is your business located in (if in NYS): _____

Telephone number: _____

Alternate Phone number _____

Email or other contact information: _____

BID FORM ... page 2 of 2

Note: Vendors are to pay particular attention to the way each item is requested to be priced.

Example: Price \$ _____ / each, or /lot, or / ounce.

Varying from the requested price breakdown may cause that item to be deemed nonresponsive

ITEM # 1 Exterior Painting and related repairs. List.

Total Price \$ _____

Add on options Price \$ _____. Please note how this will be determined.

Anticipated Start Date: _____

Anticipated Finish Date: _____

Comments:

The vendor shall submit with their bid a complete list of the materials they intend to use as a part of this contract. This shall include a description of the material its weight, size thickness or other recognized method of determining its quality and performance.

ADDENDA (Use this section only when addenda are received for this bid)

The following is confirmation of all the addenda upon which this bid proposal is based.

– Addenda # _____ - Received _____, 2022 _____ Initialed by Rep.

NOTE: By signing and submitting this bid for consideration by Ontario County Four Seasons LDC the vendor acknowledges that they have read, understand and agree to all aspects of the specifications as presented without reservation or alteration.

ACKNOWLEDGEMENTS

Responsible Party filling out this RFP: _____

Title in company: _____

Contact Information: _____ Date: _____

NOTE: By signing and submitting this bid for consideration by Ontario County Four Seasons LDC the vendor acknowledges that they have read, understand and agree to all aspects of the specifications as presented without reservation or alteration.

INSURANCE - SCHEDULE B

"Schedule B" consists of **three separate forms**, (1) proof of Workers Compensation insurance, (2) proof of Disability insurance and (3) proof of Liability insurance/auto/professional insurance supplied on an ACORD Certificate

- I. All bids and quotes shall include the required proof of insurance forms with the response. Failure to do so may deem the vendor non-responsive.
- II. CERTIFICATES OF INSURANCE
 - A. All insurance ACORD certificates shall name Finger Lakes Visitors Connection as "additional insured".
 - B. "Certificate Holder" shall be made out to the "Finger Lakes Visitors Connection, 19 Susan B Anthony, Canandaigua, NY 14424"
 - C. Coverage must comply with all specifications of the contract.
 - D. Executed by an insurance company and/or agency or broker which is licensed by the Insurance Department of the State of New York.
 - E. The Certificate must indicate that prior to non-renewal or cancellation of these policies, at least thirty (30) days advance written notice shall be given to Finger Lakes Visitors Connection before such change shall be effective.
- III. The vendor shall supply an ACORD Certificate of Insurance for vendor classification. The following two pages are a sample of the required Insurance ACORD **and** details of the required forms for Workers' Compensation and Disability according to Sections 57 and 220 sub. 8 of the Workers' Compensation Law. **(The ACORD Certificate, Workers' Compensation certificate and Disability certificate must all be on file with Finger Lakes Visitors Connection before any contracts/awards can be approved.**
- IV. In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the specifications, contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the following standards.

NON-COLLUSIVE BIDDING CERTIFICATION – (SCHEDULE C)

By submission of this RFP we certify as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- 3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

NAME OF FIRM _____
Individual or Legal Name of Firm or Corporation

BY: _____
Signature of Representative of Firm or Corporation

BY: _____
PRINTED Signature of Representative of Firm or Corporation

DATED: _____

BILLING AND PAYMENT TERMS (SCHEDULE C)

Acknowledge by initialing below.

_____ Vendor will bill FLVC for materials and supplies at the start of the job.

_____ Vendor will bill FLVC for 50% of the total cost upon completion of 50% of the work.

_____ Final Billing will be upon satisfactory completion of the job, including any clean-up.

The billing notices must contain the dates of service and level of completion. The vendor will mail or email the invoice to accounting@VisitFingerLakes.com.

FLVC will process the invoice within 20 days of the receipt of the billing. FLVC will require an ACH account for payment. The vendor is obligated to inform FLVC of any changes to the payment information.

REFERENCES (SCHEDULE D)

Reference #1

Name: _____ Company: _____

Check all that apply:

Friend past employer existing customer past customer can testify to the work you do

Phone number: _____ email: _____

Address: _____

Comments: (length of relationship, etc.)

Reference #2

Name: _____ Company: _____

Check all that apply:

Friend past employer existing customer past customer can testify to the work you do

Phone number: _____ email: _____

Address: _____

Comments: (length of relationship, etc.)

Reference #3.

Name: _____ Company: _____

Check all that apply:

Friend past employer existing customer past customer can testify to the work you do

Phone number: _____ email: _____

Address: _____

Comments: (length of relationship, etc.)