

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Town of Yorktown is seeking proposals from qualified vendors to furnish and install synthetic turf fields as part of the Granite Knolls Sports and Recreation Complex Construction Project in Yorktown Heights, NY.

Request for Proposals may be obtained at the Office of the Town Clerk, 363 Underhill Avenue, Yorktown Heights, NY 10598 during regular business hours.

All completed proposals must be received in the Office of the Town Clerk, 363 Underhill Avenue, Yorktown Heights, NY no later than 4:00 pm on November 13, 2017.

The Town of Yorktown reserves the right to waive any informalities in the bids, to reject any or all, and reserves the right to accept the bid which it deems most favorable to the interests of the Town of Yorktown. No company may withdraw their bid within sixty (60) days after the actual date of the opening thereof.

DIANA L. QUAST, RMC
TOWN CLERK
TOWN OF YORKTOWN

**TOWN OF YORKTOWN
REQUEST FOR PROPOSALS**

**TOWN OF YORKTOWN PARKS AND RECREATION DEPARTMENT
FURNISH AND INSTALL SYNTHETIC TURF FIELDS**

I. PURPOSE:

- A. This request for proposals (“RFP”) is issued by the Town of Yorktown, New York (“Town”), which is seeking to proposals (“Proposals”) from qualified bidders to furnish and install synthetic turf fields as part of the Granite Knolls Sports and Recreation Complex Construction Project in Yorktown Heights, NY.
- B. The Town is in the process of constructing a recreation facility at the Granite Knolls Park located at Stony Street in Yorktown Heights, NY. The construction will consist of the following:
 - 1. Multi-Purpose Field consisting of the following:
 - 1.01 Two (2) Multi-Purpose Synthetic Turf Fields
 - 1.02 Lines & Striping – Soccer, 4 Mini Soccer Fields, Football, Lacrosse Field (boys & girls), Field Hockey
 - 2. One ninety foot (90’) synthetic turf Baseball Field
 - 2.01 Lines & Stripping – 90’ Diamond, 60’ Adaptive Field
 - 3. Putting Green
- C. This RFP will seek Proposals to furnish and install synthetic turf fields at the facility which comply with the technical specification attached hereto as Schedule A. The Scope of Work included in this RFP is expected to commence on or about February 1, 2018 and completion on or about March 31, 2018.

II. GENERAL INSTRUCTIONS:

- A. Each Proposal must provide complete information and documentation as described in this RFP. The Town will not accept any Proposal sent by telefacsimile transmission or email. Seven (7) copies of the Proposal, with a signed and notarized Non-Collusive Bidding Certificate, must be submitted in a sealed envelope labeled “**GRANITE KNOLLS TURF RFP**” by 4:00 pm on November 13, 2017 to the following address:

Town of Yorktown
Attn: Diana Quast, Town Clerk
363 Underhill Avenue
Yorktown, New York 10598

- B. At the discretion of the Town Board, any Proposal received after the deadline date and time stated above will not be considered and will be returned to Respondent unopened. The Town may waive any minor irregularities in any Proposal when such waiver would be in the best interests of the Town. No Proposal may be withdrawn within sixty (60) days of the submission date.
- C. Respondent assumes the risk of any delay in the mail and the handling of the mail by the employees of the Town. Whether sent by mail or by means of personal delivery, Respondent assumes all responsibility for having the Proposal delivered on time and to the place specified above.
- D. All Proposals will be presented to the Town Board. The Town Board may conduct interviews of Proposers. The Town Board will select the Proposal that is deemed to be in the best interests and the best value of the Town and will award the contract accordingly.
- E. The Town reserves the right to waive any technical non-conformance with the requirements of this RFP.
- F. The Town will not reimburse any expenses in connection with preparation of Proposals including and attendance at interviews.
- G. The Town reserves the right to reject any and all Proposals, to request additional information or clarification from any and all Proposers.
- H. Questions or comments should be directed in writing to Town Clerk Diana Quast.
- I. The Contracting Vendor shall, at its own cost and expense, comply with all provisions of the Labor Law (i.e. the applicable prevailing rate of wages for installation of the product only), Lien Law, Workmen's Compensation Law and all other laws and ordinances affecting the contract or order, either Federal, State or local.
- J. The Town is tax exempt and the Town will provide upon request the appropriate tax exempt certificate.
- K. The Contracting Vendor will be required to implement any and all federal, state, county and local laws, statutes, rules, regulations or ordinances as they apply to the scope of work as set forth in the RFP and the ensuing contract if awarded. If there is a change or amendment to any applicable federal, state, county or local laws, statutes, rules, regulations or ordinances after the contract is awarded, the Contracting Vendor will not be entitled in any additional compensation.
- L. Any submitted Proposal is not a competitive bid pursuant to New York State General Municipal Law Section 103, *et seq.* Submission of a Proposal shall not create a contractual obligation with the Town for the scope of services described in this RFP. This RFP does not commit the Town to issue a contract to any Proposer.

- M. No interpretation of the RFP will be made to any person orally by any representative of the Town. Any request for information or interpretation and/or clarification (“RFI”) of the RFP must be addressed in writing to Town Clerk Diana L. Quast at least seven (7) days before the submission date.
- N. Any written response to an RFI shall be issued by the Town Clerk and will be incorporated into and made part of the RFP and will be made available in the same manner and method as the RFP. The Town’s decision shall be final and binding. The failure of Respondent to receive such Addenda will not relieve Respondent of any obligation to submit a Proposal that is compliant with the RFP. Where practicable, any written response to an RFI will be posted on the Town’s Webpage to allow all interested vendors equal access to such information.
- O. Respondent’s failure to request an RFI or to point out any inconsistency therein will preclude such Respondent from thereafter claiming any ambiguity, inconsistency, or error which should have been discovered by a reasonably prudent vendor from asserting any claim for damages arising directly or indirectly therefrom.
- P. Respondent, by signing the Proposal and the Non-Collusive Bidding Certificate, does hereby warrant and represent that the contract has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York, the County of Westchester, and the Town of Yorktown. Further, such laws have not been violated and shall not be violated as they relate to the procurement or the performance of the contract by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any Town employee, officer or official.
- Q. The New York State Freedom of Information Law mandates public access to government records. However, any Proposal submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to Respondent's competitive position or constitute a trade secret. Respondent who has a good faith belief that information submitted in the Proposal is protected from disclosure under the New York Freedom of Information Law shall clearly identify the pages of the Proposal containing such information by typing in bold face on the top of each page “Respondent believes that this information is protected from disclosure under the New York State Freedom of Information Law”. The Town assumes no liability for disclosure of information so identified, provided that the Town has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction. The contents of the proposal which is accepted by the Town, except portions "Protected from Disclosure," may become part of any agreement resulting from this RFP.
- R. The Town reserves the unqualified right, in its sole and absolute discretion, to reject all Proposals, to undertake discussions and modifications with one or more of the

Respondents and to proceed with a Proposal or modified Proposal, if any, which in its judgement will under all circumstances serve the public interest.

III. DESCRIPTION OF SPECIFICATIONS:

- A. See attached Site Layout Plan and Synthetic Turf Fields Specification attached hereto as Schedule A. The Scope of Work included in this RFP is expected to commence on or about February 1, 2018 and completion on or about March 31, 2018.

IV. REQUIRED CONTENTS OF PROPOSALS

- A. Each Proposal must be submitted on company letterhead or standard proposal form and must be signed by a principal member in order to be accepted. The signatory's position (e.g. President, Managing Member) must be clearly stated.
- B. All Proposals, with the executed and notarized non-collusive bidding certificate, must be signed by a duly authorized representative of Proposer. Attached hereto as Schedule A are the Site Layout Plan and Synthetic Turf Fields Specification that the Respondent must review and use in the development of the Proposal.
- C. Each Proposal must contain
 - i. a detailed description of the manner, means and method by which Respondent will execute the requirements set forth in the RFP including scheduling;
 - ii. full product cost including installation;
 - iii. life cycle of the product;
 - iv. maintenance costs of the product;
 - v. the terms and conditions of the warranty for the product; and
 - vi. any additional information or documentation which the Proposer wishes to submit to the Town in connection with the RFP
- D. Respondent must demonstrate sufficient financial resources and professional experience necessary to carry out its Proposal. Each Proposal must also include:
 - i. Respondent's corporate name (including intended form and corporate structure) and Federal EIN;
 - ii. Respondent shall provide audited annual financial statements, a current Dun & Bradstreet report (if available) and/or other such documentation to demonstrate financial responsibility that is acceptable to the Town, including but not limited to proof that Respondent is current with all corporate taxable obligations;
 - iii. Background information on all members of Respondent's management, including the relevant experience of all principal members thereof;

- iv. Name, address, telephone number and qualifications of all persons who will perform the terms and conditions of the contract.
- v. the names and contact information of three (3) to five (5) business/professional references with which they regularly do business;
- vi. an explanation of Respondent's technical qualifications to complete the scope of work set forth in the RFP;
- vii. organization, material, equipment, facilities, and personnel resources and expertise (or the ability to obtain them) necessary to carry out the work and to comply with required delivery or performance schedules, taking into consideration other business commitments;
- viii. documents demonstrating a satisfactory record of performance and business integrity;
- ix. documents demonstrating a compliance with requirements for the utilization of small, minority-owned, and women-owned businesses as subcontractors; and
- x. A statement from a surety company, duly authorized to do business in New York State and satisfactory to the Town Board, to the effect that said surety company will furnish a bond for Respondent, if awarded the contract. As an alternative, the Proposal may include a statement from a bank, duly authorized to do business in New York and satisfactory to the Town Board, to the effect that the bank will furnish a letter of credit for the Respondent, if awarded the contract. The amount of the amount or the letter of credit shall be the total amount of the value of the contract.

E. The Town will use the following criteria, in no order of importance, as a guideline to review each Proposal, if appropriate, to select a Contracting Vendor:

- i. Contents of each Proposal as described above;
- ii. Respondent's demonstrated experience to carry out its Proposal;
- iii. Respondent's financial strength;
- iv. a satisfactory record of performance and business integrity, including compliance with prevailing wage laws;
- v. Potential financial benefit to the Town based on a cost/benefit analysis of the Proposal; and
- vi. The level of detail and credibility of the Proposal, including evaluation the key personnel who will be carrying out the scope of work.

F. The Proposal's level of detail will be critical for the Town to determine not only the seriousness of Respondent, but also whether the Proposal is viable. Respondent should identify a principal member who will be responsible to ensure that Respondent fully complies with the terms and conditions of the contract.

- G. The Town will consider the qualifications of Respondent and may conduct such investigation as it deems necessary to assist in the evaluation of any Proposal. The Town reserves the right to reject any Proposal if the investigation demonstrates, to the Town's sole discretion that Respondent is not properly qualified to carry out the obligations of the RFP.
- H. Respondent may be required, at the sole discretion of the Town Board, to make an oral presentation to the Town Board to clarify or elaborate on its Proposal.
- I. No Proposal will be accepted if Respondent is in arrears upon any debt or in default of any obligation owed to the Town or has failed to satisfactorily perform any prior agreement with the Town.
- J. The Contracting Vendor shall not assign, transfer, convey or otherwise dispose of the contract or any part of it or any monies due and payable under the contract, without prior written approval of the Town. If such approvals are granted by the Town, they shall in no way relieve the Contracting Vendor or from any obligations under the terms of the contract.
- K. The Contracting Vendor shall provide at its own cost and expense the following insurance to the Town from insurance companies licensed in the State of New York, carrying a Best's financial rating of "A" or better, which insurance shall be evidenced by certificates and/or policies as determined by the Town.

Each certificate or policy shall require that thirty (30) days prior to cancellation or material change in the policies, notice thereof shall be given to the Town Clerk by registered mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the Contracting Vendor and identify the contract number or description. All policies and certificates of insurance shall be approved by the Town prior to the inception of any work.

The specific policies required to be provided by the Contracting Vendor are

- i. Workmen's Compensation: The Contracting Vendor shall evidence compliance with Workers' Compensation Law, or as otherwise directed by the Town.
- ii. Commercial General Liability Insurance with minimum limits of liability per occurrence of \$1,000,000 with the Town named as an additional insured.
- iii. Automobile Liability Insurance with minimum limits of liability per occurrence of \$1,000,000 with the Town named as an additional insured.
- iv. Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the Special Requirements of the contract specifications.

If any of the insurance requirements are not complied with at their renewal dates, payments to Contracting Vendor will be withheld until those requirements have been met, or at the option of the Town, the Town may pay the Renewal Premium and withhold such payments from any monies due the Contracting Vendor.

If at any time any of the foregoing policies shall be or become unsatisfactory to the Town, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Town, Contracting Vendor shall upon notice to that effect from the Town, promptly obtain a new policy, submit the same to the Town for approval and submit a certificate thereof as herein above provided. Upon failure of the Contracting Vendor to furnish, deliver and maintain such insurance as above provided, the contract, at the election of the Town, may be forthwith declared suspended, discontinued or terminated. Failure of Contracting Vendor to secure and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve Contracting Vendor from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of Contracting Vendor concerning indemnification.

In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under the contract, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due Contracting Vendor until such time as Contracting Vendor shall furnish such additional security covering such claims as may be determined by the Town.

- L. The Contracting Vendor agrees to indemnify and save harmless the Town, its officers, employees, elected officials, and agents from and against all liability, loss or damage the Town may suffer, arising directly or indirectly out of the contract. The Contracting Vendor further agrees to provide defense for and defend any claims or causes of action of any kind or character directly or indirectly arising out of this Agreement at its sole expense and agrees to bear all other costs and expenses relating thereto. The foregoing provisions shall not be construed to cause Contracting Vendor to indemnify the Town, its officers, elected officials, agents or employees from its or the employee's sole negligence.

[END]

NON-COLLUSIVE BIDDING CERTIFICATION

This Non-Collusive Bidding Certificate is made pursuant to Section 103-d of the General Municipal Law of the State of New York. By submission of this Proposal, Respondent and each person signing on behalf of Respondent 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 or her knowledge and belief:

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 Respondent or with any competitor. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by Respondent and will not knowingly be disclosed by Respondent prior to opening, directly or indirectly, to any other Respondent or to any competitor.

No attempt has been made or will be made by Respondent to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition. A Proposal shall not be considered for award nor shall any award be made where the above statements have not been complied with; provided, however, that if in any case Respondent cannot make the foregoing certification, Respondent shall so state and shall furnish with the Proposal a signed statement which sets forth in detail the reasons therefore. Where any of the above statements have not been complied with, the Proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the Proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

Dated: _____

Respondent:

(Legal name of person, firm or corporation)

By: _____
(Signature)

(Please Print Name)

(Title)

State of New York)
Town of _____)ss.:

On the ____ day of _____ in the year 2017 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Notary Public)