



Request for Proposals  
Lighting and Ceiling Update  
At  
Warner Library  
In the  
Village of Tarrytown, NY

Interested contractors are requested to submit a proposal in response to this RFP for the Lighting and Ceiling Update in the Village of Tarrytown. All unused materials must be disposed of in accordance with all Federal, State, County and Local regulations.

A. General Information: RPF issued by the Warner Library

1. Contact: Jessica Pacciotti, Library Director
2. Telephone: 914-631-7734
3. Email: [warnerdirector@wlsmail.org](mailto:warnerdirector@wlsmail.org)

B. RFP Available: August 1, 2022

C. Bid Due Date: September 1, 2022

D. Project Completion Date: Fall 2022

E. Scope of Work: The work consists of replacing an existing ceiling, lighting and HVAC vents in the 1979 addition of the Warner Library. The project includes the book sale room, Young Adult area, reference office and public computer area, including an area directly over the staircase. The ceiling, HVAC vents and lighting fixtures to be installed must be to the specifications provided in the schedules attached to this RFP.

The selected contractor shall be responsible for supplying all necessary manpower, equipment, tools, materials, and incidentals required to perform the following tasks:

- 1.) Install and maintain all necessary protection to insure no damage to existing finishes to remain in and adjacent to the construction site. Remove existing concealed spline ceiling, light fixtures and HVAC vents in book sale room, young adult area, reference offices and public computer area.
- 2.) Install acoustical tile ceiling specified in Attachment 1
- 3.) Reinstall HVAC vents in same positions as removed. Properly balance HVAC system once completed.

- 4.) Install light fixtures as specified in the Lighting Fixtures Schedule in Attachment 1.
- 5.) Temporarily remove and reinstall smoke detectors, camera and existing emergency exit signage.
- 6.) Square footage of the project is to be determined by contractor. Please make arrangements to measure by calling Warner Library at 914-631-7734.
- 7.) Remove all garbage and debris. Keep job site broom clean and tidy at end of each workday.
- 8.) Apply for a building permit with the Village of Tarrytown. Fees are waived for Warner Library as a Department of the Village of Tarrytown.
- 9.) Clean all impacted areas prior to completion of work

F. **Deadline for Receipt of Proposals:** All responses must be received in a clearly marked sealed envelope, inside the mailing envelope two copies of the proposal shall be submitted no later than 5:00 pm on Thursday, September 1, 2022 addressed to

Warner Library  
121 North Broadway  
Tarrytown, NY 10591

Or

Email: [warnerdirector@wlsmail.org](mailto:warnerdirector@wlsmail.org)

G. **Limitations to Liability:** The Warner Library does not assume responsibility or liability for costs incurred by contractor's responding to the RFP, or to any subsequent requests for interviews, additional data, etc.

H. **Award of Contract:** Based on Lump Sum Price

1. A contract shall not be awarded solely on the basis of fee. The Warner Library will contract with a qualified Contractor at the compensation which is fair and reasonable. The Warner Library reserves the right to accept or reject and all proposals or portions of a proposal, if deemed in the best interest of the Warner Library.
2. The contractor's response shall show a clear understanding of the tasks included and services required, and demonstrate the ability to perform within the required time frame.
3. The contractor must demonstrate it has the proper qualifications, experience and equipment, with a satisfactory "track record" on similar projects.
4. Sub-contractors: If used, the contractor shall provide the name(s) in advance of any sub-contractors, and the other designated personnel who will be assigned to the project.

5. The contractor's staff and equipment shall be adequate size to carry out the requirements within the required time frames. If a sub-contractor is to be employed, the sub-contractor must be approved by the Warner Library and must demonstrate all the qualifications required in Award of Contract.

- I. Assignment of Contract: The contractor shall not assign, transfer, or otherwise dispose of the contract to any person, company, partnership or corporation without prior written consent of the Warner Library.
- J. Form of Contract: The contract shall be a Standard Form of Agreement between Library and Contractor modified to incorporate the following:
  - a. The fee shall be a lump sum. Open-ended hourly fees or percentages of fees are not acceptable.
  - b. Reference to interest payments shall be deleted
  - c. The Warner Library is an equal opportunity employer. The contractor shall comply with all Federal, State and Local hiring practices. All proposals must use the current prevailing rates and wages in effect, certified payrolls will be required.
  - d. Payments are subject to approval by the Warner Library Trustees.
  - e. The contractor is expected to address Warner Library's technical review comments on all contract documents, payment requisitions, change orders, and reports and to attend any related meetings. The contractor is to adhere to any Warner Library specifications that apply.
  - f. Warner Library is tax exempt; all references of tax should be removed.
- K. Insurance: Insurance and indemnification is required by the Warner Library and shall be submitted at the time of contract signing. Please see attached Insurance requirements. Insurance will be required to name the Warner Library as additionally insured for this project.
- L. Bid Security: Each bidder is required to deposit at the time of submission of his bid, a Bid Bond or certified check in an amount representing five percent (5) of his or her bid payable to the Owner, which amount the Bidder agrees is to be forfeited as liquidated damages and not as a penalty if he/she is awarded the contract, and he/she shall thereafter fail to execute a Contract with the Owner under the conditions of his or her Proposal or to furnish the bonds required for the faithful performance of this Contract. Bidders who submit certified checks must accompany them with a Consent of Surety from a recognized Bonding Company agreeing to supply a Performance Bond and Labor and Materials Bond if the contract is awarded to the Bidder. Such bid security will be returned to all

except the three lowest formal Bidders within three days after the formal opening of the Bids, and the remaining bid security will be returned to the other bidders after the Owner and the accepted Bidder have executed the Contract Documents. In the event no Contract has been so executed within forty-five (45) calendar days after the date of the opening of the bids, upon the demand of the Bidder, so long as he/she has not been notified of the acceptance of his or her bid, his or her bid security will be returned. The Bid Security of the successful Bidder will be retained until the filing and approval of the bonds and insurance.

M. Security for faithful performance: The Contractor shall, prior to execution of the Contract submit two separate executed bonds, (1) a Performance Bond in an amount equal to one hundred percent (100%) of the accepted bid as security for the faithful performance of the terms, covenants and conditions of the Contract; and (2) a Labor and Material Payment Bond for the full amount of the Contract price guaranteeing the full payment of all persons performing labor or furnishing material or rentals, under the contract. The Bonds shall have as Surety thereon such Surety Company or companies as are acceptable to the Owner and are authorized to transact business in the State of New York.

N. Company Qualifications: The contractor shall submit evidence that the contractor, the principal, or the certified/licensed professionals who will be assigned to oversee the project have a minimum of three years' experience in similar work.

O. Response to technical proposal:

- a. Before submitting a proposal, the contractor shall examine all documents included with the RFP. The submission of a proposal will be construed as evidence that such an examination has been made.
- b. The contractor proposal shall outline the procedure and work plan to be followed and the time schedule to complete the work and shall stipulate the fee.
- c. A management plan outlining the proposed staff assignments, including person-hours and scheduled activities, shall be included in the proposal. Resumes of key personnel and sub-contractors to be assigned to the project shall also be included. The contractor is required to demonstrate that the company has or will have adequate qualified staff.
- d. The contractor shall identify key problem areas, citing scheduling and cost implications, if any.

- e. The contractor shall list the other similar or related projects recently performed, listing owner's name, address, contact person, phone number, description and date of completion for each project.
- f. The contractor shall submit a copy of the contractor's certificate of insurance.

**PROPOSAL AND SCHEDULE FOR BIDS**  
**EXECUTION OF THIS FORM IS MANDATORY UNDER STATE LAW**  
**NON-COLLUSIVE BIDDING CERTIFICATION**

Made pursuant to Section 103-d of the General Municipal Law of the State of New York, as amended by the Laws of 1966.

“(a) By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies a to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

“(1) The prices in this Bid have been arrived at 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 and will not be knowingly disclosed by the Bidder prior to the opening, directly or indirectly, to any other Bidder or to any competitor;

“(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.

“(b) A proposal shall not be considered for award nor shall any award be made where (a) (1), (2) and (3) above have not been complied with, provided, however, that, if in any case the Contractor submitting the proposal cannot make the foregoing certification, the Contractor submitting the proposal shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1), (2) and (3) above 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 bid is submitted, or his designee, determines that such disclosure was not made for the purpose of restricting competition”.

Dated \_\_\_\_\_, 2022

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Legal Name of Person, Contractor or Corporation

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Business Address of Person, Contractor or Corporation

By \_\_\_\_\_ Title \_\_\_\_\_  
Signature

**REQUEST FOR PROPOSAL**

**Lighting and Ceiling Update**  
**Bid Due Date: September 1, 2022 @ 5:00 PM**  
**Project Completion Date: Fall, 2022**

**BID SHEET**  
**(Lump Sum)**

**TOTAL COST:**

In Numbers: \$ \_\_\_\_\_

In Words: \_\_\_\_\_

**CONTRACTOR INFORMATION:**

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

Company Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Federal ID #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)



## Attachment I

### Schedule of Acoustical Tile Ceilings

Manufacturer: OWAcooustic

Grade: Premium

Series: Octave

Thickness: 15mm

Color: White

### Ceiling Grid

Manufacturer: OWAcooustic

Series: Commercial Series

Model: Classic X Cliq

Width: 9/16"

Color: White

### Source Limitations:

1. Suspended Acoustical Tile Ceilings: Obtain each type of acoustical tile and its suspension system from a single source from single manufacturer.
2. Directly Attached Acoustical Tile Ceilings: Each type of acoustical ceiling tile from single source from single manufacturer.

### Schedule of Lighting Fixtures

Manufacturer: Focal Point FZR-22-FL-3000L-30K-1C-UNV-L11-G-WH

<u>Type of Light Fixture</u>	<u>Quantity</u>
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2x2 LED	34
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Emergency Pack adder	5
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### Schedule of Vents

Titus Omni Diffuser	3
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## SECTION I - INSURANCE

### RFP – Warner Library

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the Contractor/Provider shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Village of Tarrytown certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term “Contractor/Provider” as used in this indemnification agreement shall mean and include Subcontractors of every tier.

- 1) Worker’s Compensation and Employers Liability Policy, covering operations in New York State. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement and Maritime Coverage Endorsement shall be attached to the policy. Evidence must be provided on a C-105.2. Waiver of Subrogation to be included.
- 2) N.Y.S. Disability, covering all employees. DB 120.1 must be provided.
- 3) Commercial General Liability Policy, with limits of no less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate limits for Bodily Injury and Property Damage, and shall include coverage for:
  - A. Premises & Operations
  - B. Products/Completed Operations;
  - C. Independent Contractors;
  - D. Personal & Advertising Injury
  - E. Blanket Contractual Liability
  - F. XCU
  - G. Village of Tarrytown and their assigns, officers, employees, representatives and agents should be named as an “Additional Insured” on the policy using ISO Additional Insured Endorsement CG 20 10 11/85 or an endorsement providing equivalent or broader coverage and shall apply on a primary and non-contributory basis, including any self-insured retentions. The Certificate of Insurance should show this applies to the General Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
  - H. To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against Village of Tarrytown, assigns, officers, employees, representatives and agents.
  - I. General Aggregate shall apply separately to each project (must be on an occurrence form).

- J. Cross Liability coverage (Commercial General Liability and Business Automobile Liability policies only).
  - K. General Liability policy must NOT contain any coverage exclusions or restrictions related to the scope of work being performed as well as injuries to employees, subcontractors, or employees of subcontractors (i.e. labor law).
- 4) Comprehensive Automobile Policy, with limits no less than \$1,000,000 Bodily Injury and Property Damage liability including coverage for owned, non-owned, and hired private passenger and commercial vehicles.
- A. Village of Tarrytown and their assigns, officers, employees, representatives and agents should be named as an “Additional Insured” on the policy. The Certificate of Insurance should show this applies to the Automobile Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
  - B. To the extent permitted by New York law, the Contractor/Provider waives all Rights of subrogation or similar rights against the Village of Tarrytown, assigns, officers, employees, representatives and agents.
- 5) Umbrella Liability, with limits of no less than \$3,000,000 Each Occurrence/ \$3,000,000 Aggregate, including coverage for General Liability, Automobile, and Workers Compensation and Professional Liability (if applicable). Waiver of Subrogation to be included in favor of the Village of Tarrytown. Coverage for the additional insured shall apply on a primary and non-contributory basis, including any self-insured retentions.
- 6) Professional Liability (if applicable), with limits no less than \$1,000,000. Per Claim /\$1,000,000 Aggregate. If a retroactive date is used, it must pre-date the inception of the contract. Village of Tarrytown to be included as an additional insured on a primary, non-contributory basis and a waiver of subrogation needs to be included in favor of the Village of Tarrytown.
- 7) Owners & Contractors Protective Liability Policy, with limits no less than \$1,000,000 Per Occurrence/\$2,000,000 Aggregate shall be taken out with the Village of Tarrytown as the Named Insured, and maintained during the life of this contract which will protect the Village of Tarrytown from claims for damages for personal injury, liability, accidental or wrongful death, as well as property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either party.
- 8) Asbestos/Lead Abatement and Environmental Clean-Up, if applicable.

Coverage for the removal of asbestos and/or lead and related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. \$1,000,000 per occurrence/\$2,000,000 aggregate including Products and Completed Operations. If a retroactive date is used, it must pre-date the inception of the contract. Village of Tarrytown to be included as an additional insured on a primary, non-contributory basis and a waiver of subrogation needs to be included in favor of the Village of Tarrytown.

9) Bid, Performance and Labor & Material Bonds: These bonds shall be provided by a New York State admitted Surety Company, in good standing.

BID SECURITY: Each bidder is required to deposit at the time of submission of his bid, a Bid Bond or certified check in an amount representing five percent (5) of his or her bid payable to the Owner, which amount the Bidder agrees is to be forfeited as liquidated damages and not as a penalty if in case he is awarded the contract, and he shall thereafter fail to execute a Contract with the Owner under the conditions of his or her Proposal or to furnish the bonds required for the faithful performance of this Contract. Bidders who submit certified checks must accompany them with a Consent of Surety from a recognized Bonding Company agreeing to supply a Performance Bond and Labor and Materials Bond if the contract is awarded to the Bidder. Such bid security will be returned to all except the three lowest formal Bidders within three days after the formal opening of the Bids, and the remaining bid security will be returned to the other bidders after the Owner and the accepted Bidder have executed the Contract Documents. In the event no Contract has been so executed within forty-five (45) calendar days after the date of the opening of the bids, upon the demand of the Bidder, so long as he has not been notified of the acceptance of his or her bid, his or her bid security will be returned. The Bid Security of the successful Bidder will be retained until the filing and approval of the bonds and insurance.

SECURITY FOR FAITHFUL PERFORMANCE: The Contractor shall, prior to execution of the Contract submit two separate executed bonds, (1) a Performance Bond in an amount equal to one hundred percent (100%) of the accepted bid as security for the faithful performance of the terms, covenants and conditions of the Contract; and (2) a Labor and Material Payment Bond for the full amount of the Contract price guaranteeing the full payment of all persons performing labor or furnishing material or rentals, under the contract. The Bonds shall have as Surety thereon such Surety Company or companies as are acceptable to the Owner and are authorized to transact business in the State of New York.

10) Property Insurance, the Contractor shall cover materials being installed onsite, in transit, and/or at any other location.

11) Builders Risk, if applicable. To be written on a Completed Value Form written for the full insurable value on a Special Form basis.

12) Certificates shall provide that thirty (30) days written notice prior to cancellation or expiration be given to the Village Engineer, Village of Tarrytown, One (1) Depot Plaza, Tarrytown, New York 10591. Policies that lapse and/or expire during term of work shall be recertified and received by the Village of Tarrytown no less than thirty (30) days prior to expiration or cancellation.

The Contractor/Provider shall furnish to the Village of Tarrytown Certificates of Insurance as evidence of coverage prior to commencement of work and naming the Village of Tarrytown as an Additional Insured **by endorsement**. The Contractor/Provider acknowledges that failure to obtain such insurance on behalf of the Village of Tarrytown constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Village of Tarrytown. The failure of the Village of Tarrytown to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Village of Tarrytown.

The cost of furnishing the above insurance shall be borne by the Contractor/Provider, there will be no direct payment for this work. Cost will be deemed to have been included in the price bid for all scheduled items.

All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.

**Warner Library Lighting, Ceiling and HVAC**

**Indemnification and Hold Harmless Agreement**

To the fullest extent permitted by law, Contractor/Provider shall indemnify, hold harmless and defend the Village of Tarrytown, and agents and employees of any of them from and against all claims, damages, losses or expenses including but not limited to attorney's fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (b) is caused in whole or in part by any act or omission or violation of statutory duty or regulation of the Contractor/Provider or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Notwithstanding the foregoing, Contractor/Provider's obligation to indemnify the Village of Tarrytown, and agents and employees of any of them for any judgment, mediation or arbitration award shall exist to the extent caused in whole or in part by (a) negligent acts or omissions, or (b) violations of regulatory or statutory provisions of the New York State Labor Law, OSHA, or other governing rule or applicable law; by the Contractor/Provider anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. The obligation of the Contractor/Provider to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided by the Contractor/Provider.

Company Title/Name: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Nature/Scope of Work Being Performed: \_\_\_\_\_  
\_\_\_\_\_

Please sign, date and return to:

**Village of Tarrytown  
One Depot Plaza  
Tarrytown, NY 10591**