



REQUEST FOR PROPOSAL

DESCRIPTION OF PROJECT

FOR CAYUGA COMMUNITY COLLEGE

SOLICITATION NUMBER: 2024-06

Please refer all inquiries regarding this RFP to the following point of contact:

NAME: DOUGLAS KINNEY

EMAIL: DOUG.KINNEY@CAYUGA-CC.EDU

PHONE: 315-255-1743 X2411

ISSUE DATE: 07/16/24

PRE-BID MEETING: Walkthrough by appointment July 22nd-July 26th between the hours of 8AM and 1:00PM

BIDS DUE: 07/29/24 4:00 PM

BID OPENING: 07/31/24 10:00 AM

CONTRACT MEETING: 08/07/24

PROJECT BEGINS: ASAP

ISSUED BY:

Crystal Gibson

Cayuga Community College

197 Franklin Street

Auburn, New York

Voice: 315-255-1743 x2206

E-Mail: businessoffice@cayuga-cc.edu

TIMELINE

This section lists the key events associated with this RFP. Schedule changes, when required, will be indicated here. Bid meetings will be held on the Fulton Campus, 11 River Glen Drive, Fulton, New York. Bid Opening will be held on the Auburn Campus in the Business and Industry Center.

The timeline is an approximation of the dates that will take place. Changes to this timeline will be made available via addenda before the proposal submission. Any changes to the timeline during the review period will be posted as timeline updates.

INSTITUTIONAL BACKGROUND

Founded in 1953, Cayuga Community College is one of 64 accredited institutions that make up the State University of New York (SUNY) system. Cayuga offers open access and an affordable gateway to higher education, with courses and degree programs offered at campuses in Auburn and Fulton, NY and online. Cayuga Community College provides a strong liberal arts foundation for further study and career preparation. The College also addresses identified community needs through targeted training and personal enrichment programs. By sustaining academic excellence within a supportive learning environment, the College, a careful steward of human and fiscal resources, serves as a valuable asset to the development of our local, regional, and global communities.

PROJECT SCOPE

Cayuga Community College (Cayuga) seeks proposals from qualified vendors for a Geo Thermal project as indicated below:

- Drain down approx. 7,300 gallons of existing geothermal glycol/water solution and dispose of properly
- Clean system with proper cleaning chemicals
- Flush with water
- Refill with 40% inhibited propylene glycol

PROPOSAL SUBMISSION GUIDELINES

1. Pre-bid walkthrough may be conducted the week of July 22nd-July 26th between the hours of 8AM and 1:00PM at the project site. Contact Douglas Kinney at 315-255-1743 X2411 or DOUG.KINNEY@CAYUGA-CC.EDU to set up a time.
2. Contractors desiring to provide services shall submit their response to this Request for Proposals (RFP) in a sealed envelope. Responses must be *received no later than 4:00pm (EST), Monday July 29, 2024 to the attention of:
Douglas Kinney Director of Facilities Services and Public Safety

In Person: 197 Franklin Street Auburn, NY 13021 at Room M-211 or in Room M-212A in the Main Building

Building By Mail: 197 Franklin Street Auburn, New York 13021.
3. Respondents must indicate on the outside of their sealed response envelope the following information: Date of Submittal, Name of Contractor, Return Address of Contractor.
4. The respondent must provide three (3) copies, of the full proposal.
5. The respondent shall assume the full responsibility for timely delivery at the location designated above. Cayuga Community College assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, or any other such correspondence by the US Postal Service, or any other delivery method. Responses received after the due date and time stated above will not be considered.
6. Questions concerning the RFP must be directed to Douglas Kinney via email at doug.kinney@cayuga-cc.edu, and must be received no later than 5:00 p.m., July 26th 2024

PROPOSAL CONTENT

1. Knowledge of the Field and Related Experience: Respondent should submit a minimum of three customer references for projects of similar scope. These should include company name, contact name and contact email and telephone number.
2. Proposed Pricing: Proposed cost of the entire project and a method for determining same (all proposals not quoting firm, fixed prices should give a "not to exceed" figure).

INSURANCE REQUIREMENTS

The vendor agrees to obtain and maintain General Liability Insurance, including Comprehensive Form, Premises Operations, Products/Completed Operations, Blanket Broad Form Contractual, Independent Contractors, and Broad Form Property Damage Coverage with minimum limits of not less than one million dollars (\$1,000,000) Combined Single Limit for Bodily Injury and Property Damage.

The vendor also agrees to obtain and maintain Automobile Liability Insurance for owned, hired, and non-owned vehicles with minimum limits of not less than one million dollars (\$1,000,000) Combined Single Limit for Bodily Injury and Property Damage.

In addition, the vendor will agree to maintain the appropriate professional liability insurance coverage with minimum limits of not less than one million dollars (\$1,000,000) per occurrence.

The vendor further agrees to comply with the New York State Workers' Compensation Board requirements regarding proof of compliance with the New York State Workers' Compensation Law. The New York State Workers' Compensation Board requires the College to obtain from Contractor's proof of Workers Compensation insurance coverage, Self- Insurance, or exemption from the requirement of obtaining Workers' Compensation Insurance coverage. Evidence must be submitted to the College on forms specified by the Workers' Compensation Board and stamped as received by the Workers' Compensation Board.

The required insurance policies shall be endorsed to include Cayuga Community College and Cayuga County as additional insured. They will also include the provision that the issuing company(s) will notify the Certificate of Insurance Holder, which shall be Cayuga Community College, by certified mail thirty (30) days before any change diminishing coverage, limits, cancellation, or non-renewal of the insurance policies. For the duration of this contract, the issuing company(s) shall notify the Certificate of Insurance Holder upon renewal of the policies.

The vendor must provide current and up-to-date certificates of insurance listing the following coverage. The College and the County of Cayuga will be listed as

Kind of Insurance	Limits of Liability
Workman's Compensation	Statutory/Employer's Liability \$1,000,000
Disability Benefits Law	Statutory
Comprehensive General Insurance	CSL/\$1,000,000
Comprehensive Auto Liability	CSL/\$1,000,000
	\$5,000,000 per Occurrence/\$5,000,000
Umbrella Liability	Aggregate

■ Statutory Compliance

The successful respondent will be required to agree with the following:

- ▶ The vendor will covenant and agree to comply in all respects with all Federal, State, and County laws which pertain hereto, including but not limited to Worker's Compensation and Employers' Liability Insurance, hours of employment, wages, non-discrimination, and human rights.
- ▶ The vendor and subcontractor(s) shall abide by the regulations of [41 CFR 60-741.5\(a\)](#) and [41 CFR 60-300.5\(a\)](#). This regulation prohibits discrimination against qualified protected veterans and qualified individuals based on disability. It requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment-qualified protected veterans and individuals with disabilities.

TERMINATION

■ Cause

For a material breach that remains uncured for more than fifteen (15) days or other specified period after written notice to the vendor, this contract may be terminated by Cayuga Community College at the vendor's expense where the vendor becomes unable or incapable of performing, or meeting any requirements or qualifications outlined in the contract, or for non-performance, or upon a determination by Cayuga that the vendor is non-responsible. Such termination shall be upon written notice to the vendor. In such event, Cayuga may complete the contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach. The vendor will reimburse Cayuga Community College for the actual costs to complete the services in excess of the contract fees provided in this agreement. Any such act by Cayuga will not be deemed a waiver of any other right or remedy of Cayuga, including, without limitation, Cayuga's right to consequential damages caused directly or indirectly by the vendor's default.

■ Authorization of Funds

If the term of this agreement extends into fiscal year(s) subsequent to that in which it is signed, it is understood that the continuation of this contract is subject to the authorization of sufficient funding for such purpose by the State of New York, County of Cayuga, and/or State University of New York. If sufficient funds are not so authorized, the parties mutually agree that the contract may be terminated or amended as appropriate in response to the reduction in funding. If the agreement is terminated, the vendor agrees to take back any affected equipment, products, software, or hardware furnished under this contract, and relieve Cayuga Community College of any further obligation, except for Cayuga's obligation to pay for services already performed pursuant to this agreement.

■ Convenience

Cayuga Community College may terminate this contract at any time for convenience upon thirty (30) days written notice without penalty or other early termination charges due. Cayuga shall remain liable for all accrued but unpaid costs incurred until the termination date if the contract is terminated according to this subdivision.

■ Automatic Termination

This agreement will automatically terminate on the occurrence of any of the following events: (a) bankruptcy or insolvency of either party; (b) failure to comply with federal, state or local laws, regulations or requirements; or (c) expiration of the term.

■ **Violation of Sections 103-d of General Municipal Law**

Cayuga Community College reserves the right to terminate the contract if it is found that the certification filed by the vendor per [Section 103-d of the General Municipal Law](#) (Certificate of Non-Collusion) was intentionally false or intentionally incomplete. Upon such finding, Cayuga may exercise its termination right for cause.

Cayuga Community College reserves the right to terminate the contract in the event it is found that the certification filed by the vendor in accordance with [§5-a of the Tax Law](#) is not timely filed during the term of the contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, Cayuga may exercise its termination right for cause

ATTACHMENT 1: NON-COLLUSIVE BIDDING

By submission of this proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid, each party to that certifies as to its organization under penalty of perjury, that to the best of their

1. The prices of this proposal have been arrived at independently without collusion, consultation, communication, or agreement to restrict competition as to any matter relating to such prices with any other vendor 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 vendor and will not knowingly be disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or any competitor; and
3. No attempt has been made or will be made by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal to restrict competition.

Name

Job

Signature

Date

ATTACHMENT 2: CONFLICT OF INTEREST STATEMENT

The vendor offering to provide services according to this solicitation as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this solicitation does not and will not create a conflict of interest with nor position the vendor to breach any other contract currently in force with Cayuga Community College. Furthermore, the vendor attests that it will not act detrimental to any College project on which the vendor is rendering

1. The fulfillment of obligations by the vendor, as proposed in the response, does not violate any existing contracts or agreements between the vendor and the College;
2. The fulfillment of obligations by the vendor, as proposed in the response, does not and will not create any conflict of interest, or the perception thereof, with any current role or responsibility that the vendor has regarding any existing contracts or agreements between the vendor and the College;
3. The fulfillment of obligations by the vendor, as proposed in the response, does not and will not compromise the vendor's ability to carry out its obligations under any existing contracts between the vendor and the College;
4. The fulfillment of any other contractual obligations that the vendor has with the College will not affect or influence its ability to perform under any contract with the College resulting from this solicitation;
5. During the negotiation and execution of any contract resulting from this solicitation, the vendor will not knowingly take any action or make any decision that creates a potential for conflict of interest or might cause a detrimental impact to the College, including, but not limited to, any action or decision to divert resources from one College project to another;
6. In fulfilling obligations under each of its College contracts, including any contract which results from this solicitation, the vendor will act in accordance with the terms of each of its College contracts and will not knowingly take any action or make any decision that might cause a detrimental impact to the College including, but not limited to, any action or decision to divert resources from one College project to another;
7. No former officer or employee of the College who is now employed by the vendor, nor any former officer or employee of the vendor whom the College now employs, has played a role concerning the administration of this contract procurement in a manner that may violate [section 73\(8\)\(a\) of the State Ethics Law](#); and
8. The vendor has not and shall not offer to any employee, member, or director of the College any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.
9. Steps will be taken to avoid the appearance of any impropriety or improper conduct.

Vendors responding to this solicitation should note that the College recognizes that conflicts may occur in the future because a vendor may have existing or new relationships. The College will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, an actual or potential conflict of interest cannot be cured.

Name

Job

Signature

Date

ATTACHMENT 3: DIVERSITY PRACTICES

I, _____ as _____ of _____
FULL TITLE COMPANY

firm or company (hereafter referred to as the Company), swear and affirm under penalty of perjury that the answers submitted to the

1. Does your Company have a Chief Diversity Officer or other individuals tasked with supplier diversity initiatives?
 YES NO

2. What percentage of your Company's gross revenues (from your prior fiscal year) was paid to New York State certified minority or women- owned business enterprises as subcontractors, suppliers, joint-venturers, partners, or other similar arrangements for the provision of goods or services to your Company's clients or customers?

3. What percentage of your Company's overhead (i.e., those expenditures that are not directly related to the provision of goods or services to your Company's clients or customers) or noncontract-related expenses (from your prior fiscal year) was paid to New York State certified minority- and women-owned business enterprises as suppliers/contractors? ¹

4. Does your Company provide technical training ² to minority- and women-owned business enterprises?
 YES NO

If YES, describe such training, which should include, but not be limited to, the date the program was initiated, the names and the number of minority- and women-owned business enterprises participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs.

5. Is your Company participating in a government-approved minority- and women-owned business
 YES NO enterprise mentor-protégé program?

If YES, identify the governmental mentoring program in which your Company participates and provide evidence demonstrating the extent of your Company's commitment to the governmental mentoring program.

¹ Do not include onsite project overhead.

² Technical training teaches employees how to accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to transferable soft skills.

6. Does your Company include specific quantitative goals for the utilization of minority- and women-owned YES NO business enterprises in its non-government procurements?

If YES, describe such non-government procurements (including time period, goal, scope, and dollar amount) and indicate the percentage of the goals attained.

7. Does your Company have a formal minority- and women-owned business enterprise supplier diversity program? YES NO

All information provided in connection with the questionnaire is subject to audit and any fraudulent statements are subject to criminal prosecution and debarment.

Signature of _____

Printed Name of _____

Title _____

Name of _____

Street _____

City, State, Zip: _____

ATTACHMENT 4: COST PROPOSAL TRANSMITTAL SHEET

NAME OF VENDOR: *(Legal name as it would appear on a contract)*

MAILING ADDRESS: *(Street address, P.O. Box, City, State, ZIP Code)*

FEDERAL EMPLOYEE IDENTIFICATION NUMBER:

IF NYS CERTIFIED:

MINORITY BUSINESS ENTERPRISE (MBE) **WOMAN BUSINESS ENTERPRISE (WBE)**

PERSON AUTHORIZED TO ACT AS THE CONTACT FOR THIS FIRM IN MATTERS REGARDING THIS PROPOSAL:

PRINTED NAME: *(First Name, Last Name)*

TITLE:

TELEPHONE NUMBER:

FAX NUMBER:

E-MAIL ADDRESS:

PERSON AUTHORIZED TO OBLIGATE THIS FIRM IN MATTERS REGARDING THIS PROPOSAL OR THE RESULTING CONTRACT:

PRINTED NAME: *(First Name, Last Name)*

TITLE:

TELEPHONE NUMBER:

FAX NUMBER:

E-MAIL ADDRESS:

IF CORPORATION, NAME AND TITLE OF PERSON AUTHORIZED BY THE BOARD OF DIRECTORS TO SIGN THIS PROPOSAL ON BEHALF OF THE BOARD:

PRINTED NAME: *(First Name, Last Name)*

TITLE:

SIGNATURE OF VENDOR OR AUTHORIZED

DATE

By signing this form, the above vendor or authorized representative attests that the proposal price submitted will remain valid for a minimum of 90 days from the