

BARKER CENTRAL SCHOOL DISTRICT
1628 Quaker Road
Barker, NY 14012

REQUEST FOR PROPOSALS

Removal of structure from real property

1. Overview

The Board of Education (the “*Board*”) of the Barker Central School District (the “*District*”) has determined after careful consideration that the building known as the “Yorker House” (the “*Structure*”) located on that certain parcel of real property owned by the District located at 1628 Quaker Road, Village of Barker, County of Niagara, State of New York (the “*Property*”) is of no further use to the District in the furtherance of its educational mission.

The District is hereby requesting proposals for the removal of the Structure from the Property. It is the intent of this Request for Proposals to have the successful respondent enter into a purchase and sale contract with the District for the sale of the Structure by the District to the respondent pursuant to the terms and conditions outlined herein. The District is seeking respondents with demonstrated experience or access to professional competence and experience in removing structures or improvements from one property to be relocated to a separate property. The respondent should have some familiarity with laws and practices applicable to municipal real estate matters, including relevant local land use and zoning controls for removal of structures from real property.

2. Scope of Work

The successful respondent shall agree to contract with the District to provide the following:

- Purchase price to be paid by respondent to District for the Structure.
- Logistical plan for removing the Structure from the Property on or before October 1, 2023.
- Obtain any and all permits, licenses, certificates, approvals and/or consents from the local municipality governing the removal of the Structure from the Property at respondents sole cost and expense.
- Consult with District personnel in connection with the removal plan to determine how the Structure will removed to minimize any damage or adverse impact to the Property.

3. Schedule of Work

The District is prepared to issue a contract for the sale of the Structure upon acceptance of the best-qualified proposal. The District desires to have the Structure removed on or before **October 1, 2023**.

4. Award Criteria

Proposals will be evaluated and scored based on the following criteria”

Purchase Price: Competitiveness of pricing proposal.

Experience and Qualifications: Demonstrated prior experience with (direct experience or experience through a contractor, agent or vendee) removal of structures or improvements of similar scope and complexity.

Key Personnel and Resources: Demonstrated competence and experience of personnel responsible for performing the removal work/service.

A proposal review team will be assigned to evaluate all responsive proposals received by the District. The review team will consider the information in the proposals as outlined above. It should be noted that the contract resulting from this RFP will be awarded to the respondent whose proposal is determined to be in the “best interest” of the District. Therefore, the proposal offering the highest purchase price may not necessarily be the proposal that is selected for award. It is anticipated the selection will be completed by 3:00 p.m. on Friday September 1, 2023.

The District reserves the right to reject any or all proposals, to waive informalities in the process, provided the informalities do not affect the price, quality or performance, and to accept, modify or reject any item or combination of items. The award will be made to the respondent whose proposal, in the opinion of the District, best takes into consideration all aspects of the respondent’s proposal and represents the most beneficial procurement as determined by the District. The District reserves the right to contact any respondent, to conduct interviews or request additional information. In the event that the respondent to whom the award is made does not execute a contract within ten (10) business days from the award, the District may give notice to such respondent of intent to award the contract to the next most qualified respondent, or to call for new proposals.

Proposals will be accepted from thoroughly competent, experienced and financially qualified individuals or firms as determined solely by the District. Respondents are responsible for submission of accurate, adequate and clear descriptions of the information requested. Omissions, vagueness or inaccurate descriptions or responses shall not be interpreted in favor of the respondent and shall be grounds for rejection.

This document is not an offer to contract, but is an RFP. Neither the issuance of the RFP, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the District, will commit the District to award a contract to any respondent even if all of the requirements in the RFP are met. The District may modify these requirements in whole or in part and/or seek additional respondents to submit quotations. Only the execution of a written contract will obligate the District in accordance with the terms and conditions contained in such contract.

5. Qualification Requirements/Proposal Format

The proposal should include the following to coincide with this RFP:

- Experience of respondent or his/her/their/its contractor, agent or vendee with removal of structures or improvements of similar scope and complexity.
- Please propose a process and anticipated timeline that includes a discussion of how you intend to remove the Structure from the Property, and how your proposed removal process addresses potential issues, conflicts or challenges the respondent may anticipate in removing the Structure from the Property.
- The proposed purchase price for the Structure.

6. District Contact Person

If there are any questions concerning this RFP, please contact Jacob Reimer, Superintendent of Schools for the District at jreimer@barkerbsd.net.

7. Proposal Due Date

Proposals will be accepted until **3:00 p.m. on Friday September 1, 2023** in the District Office, Barker Central School District, 1628 Quaker, Barker, NY 14012. All proposals should be e-mailed to Jacob Reimer, jreimer@barkerbsd.net.

8. Liability Requirements

The successful respondent shall defend, indemnify and save harmless the District, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the respondent, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

The successful respondent agrees to maintain the following insurance covering its activities performed pursuant to the contract is shall enter into with the District. The successful respondent shall also provide certificates of insurance or such other proof of such coverage upon execution of the contract and when requested thereafter by the District:

- a. Comprehensive General Liability, including product liability and contractual liability, in an amount not less than Three Million Dollars (\$3,000,000) per occurrence combined single limit for bodily injury and property damage.
- b. Worker's Compensation in accordance with applicable statutory requirements.
- c. Employer's Liability Insurance in an amount not less than one million dollars (\$1,000,000).

- d. Automobile Liability in an amount not less than One Million Dollars (\$1,000,000).
- e. The successful respondent shall ensure its insurance policies shall be endorsed to provide for written notification to the District by the insurer not less than 30 days prior to cancellation, expiration or material change in insurance coverage.

INSURANCE CERTIFICATES SHALL NAME THE DISTRICT AS ADDITIONALLY INSURED PARTY AND SHALL STATE THAT ALL COVERAGE SHALL BE PRIMARY TO ANY COVERAGE HELD BY THE DISTRICT.

9. Cancellation

Any violation of the terms, conditions, requirements and/or non-performance of the contract resulting from this RFP shall result in immediate cancellation. The contract may be cancelled by the District for any other reason(s) upon thirty (30) days written notice.

10. Additional Terms and Conditions

The successful respondent must comply with all federal, state and District statutes and codes as may be applicable to the scope of work detailed herein, including all labor laws.

All respondents must quote the purchase in the proposal clearly labeled "Purchase Price."

Proposals and prices must remain valid for three (3) months.

This contract shall be construed under the laws of the State of New York. All claims, actions, proceedings and lawsuits brought in connection with, arising out of, related to, or seeking enforcement of this contract shall be brought in the Supreme Court of the State of New York, Cortland County. In addition, respondents that are not incorporated in the State of New York shall produce a Certificate to do Business in the State of New York from the New York Secretary of State prior to executing their contract with the District.