

VILLAGE OF HOMER  
CORTLAND COUNTY, NEW YORK

Contract #2020-4  
Homer Welcome Sign RFP  
Request for Proposals

**Bid Deadline: 11:00 a.m., Monday September 14, 2020**



Proposals are due to:

Dan Egnor, Village Clerk  
31 North Main Street  
Homer, NY 13077

Phone: 607-794-3322/Fax 749-749-2042 E-Mail: [degnor@homerny.org](mailto:degnor@homerny.org)

Village of Homer, NY  
#2020-04-Homer Welcome Sign RFP

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**Section A**

**Notice to Bidders**

A Request for Sealed Bids is made for the following work:

Contract #2020-04—Homer Welcome Sign RFP

Bids will be received at the Village Clerk's Office, 31 North Main Street, Homer, NY 13077, until 11:00 a.m. E.S.T. on Monday, September 20 when bids will be publicly opened and read aloud. No proposals will be accepted after the deadline.

Work consists of the following:

Production of Welcome Signs per Design RFP. 8 Signs in total to be produced.

Sealed bids shall be accepted on the complete proposal package or on any partial activity. Bids shall be enclosed in a sealed envelope bearing the name and address of the Bidder, addressed to the Village of Homer, 31 North Main Street, Homer, New York, 13077, and endorsed, "Contract #2020-04 – Homer Welcome Sign RFP.

No bid deposit or security is required as a condition of this request.

After bid is awarded, full-mock up signs will be presented to the Board of Trustees for approval before production is begun.

The Village of Homer reserves the right to reject any and all Items bid, to waive any informality in any Bid, and to award the Contract to other than the lowest Bidder if deemed in the best interest of the Village to do so.

Dated: Wednesday August 5, 2020

Village of Homer, New York  
Dan Egnor, Village Clerk

**Section B**  
**Instructions to Bidders**

**1. Documents:**

Complete sets of Bidding Documents will be issued for bidding purposes as stated in the Notice to Bidders. A complete set of documents consists of the following: 1. Cost proposals for production of signs as stated in the request for proposal with an anticipated production schedule beginning after the October 13, 2020 Board meeting; and

2. Addenda (if any).

Bidder is responsible for examining the site(s) and familiarizing him/herself with the conditions of the work locations prior to the submission of a bid.

**2. Proposals:**

To be considered, Proposals must comply with these Instructions to Bidders. All bids must be submitted by the deadline and must conform to the specified requirements in the proposal.

Proposals that contain omissions, erasures, alterations, additions, or items not called for in the itemized proposal, or irregularities of any kind, may constitute adequate cause to reject the bid(s). In case of any discrepancy between words and figures in prices set forth in the Proposal, the price in words shall be paramount. All bids must be submitted in sealed envelopes addressed as follows:

Attention: Dan Egnor, Village Clerk  
31 North Main Street  
Homer, New York, 13077

Each Bid must include Bidder's name and address, be signed with the name typed or printed below the signature, and Corporate Seal (if applicable) affixed under the Bidder's name. Bids telephoned or faxed in will not be accepted. Proposed costs for the project with anticipated production timelines need to be detailed.

**Qualifications of Bidders:**

The Village of Homer may make such investigations as it deems necessary to determine the qualifications of the Bidder to perform the work, and the Bidder shall furnish information and data for this purpose as may be required. The Village reserves the right to reject any bid if the evidence submitted by a Bidder or the investigation of such Bidder fails to satisfy the Village that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein within the time frame designated.

Fraudulent statements shall cause rejection of Proposal(s) and forfeiture of the related bid security.

Bidders must be certified to work around/ with power lines.

**3. Conditions of Work:**

Each Bidder must inform himself fully of all conditions under which the work will be performed. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract and to complete the work for the consideration set forth in his bid. Bidder's attention is directed to Paragraph 1 of the Bid Proposal, in which the Bidder certifies that he has examined the site.

Bid shall include the complete costs of furnishing all materials, labor, and equipment necessary to complete the work in accordance with the Contract Specifications and Requirements and all other expenses incidental thereto per activity. Local and State sales taxes shall not be included in this bid since the Village of Homer is a tax-exempt entity.

**4. Progress of Work:**

As far as possible, the Contractor in the carrying out of his work must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor, or of the proper functioning of the existing facilities of adjacent or contingent properties, and shall be maintained insofar as possible.

**5. Addenda and Interpretation:**

Every request for information or interpretation of Bidding Documents and/or Specifications and Requirements must be addressed in writing to Dan Egnor, Village Clerk, 31 North Main Street, Homer, New York, 13077, and to be given any consideration must be received in writing by 5:00 p.m. on Friday, August 28, 2020. Any and all such interpretations, and any supplemental instructions, will be in the form of written Addenda and will be mailed or faxed to all prospective Bidders. The failure of any Bidder to receive any such Addenda will not relieve the Bidder of any obligation under his Bid as submitted. Any Addenda so issued shall

become part of the Bidding Documents. Reception of Addenda shall be noted on the Bid Form.

**8. Award:**

The Contract will be awarded to the lowest responsible bidder pursuant to the provisions of the New York State General Municipal Law. The Village of Homer reserves the right to determine responsibility based on an evaluation of the Contractor's qualifications, experience, organization, finances, past performance, and other applicable factors. The Village further reserves the right to reject any or all bids.

**9. Sales Tax Exemption:**

Under Chapter 513 of 1974 of the Laws of New York State all materials and supplies sold to a Contractor for use as an integral, component part of a structure, building or real property owned by an exempt organization, such as the Village of Homer, are exempt from the payment of New York State Sales or Compensatory Use Taxes. The Contractor shall not include any amount in his bid price to cover sales taxes for the above items.

**10. Required Submissions:**

Prior to award the successful bidder will be required to meet the following requirements:

a. **Incorporation Certificate:**

The successful bidder, if his business is not registered in New York State, must provide the Village with a certificate issued by the New York State Secretary of State, stating that the Corporation is authorized to do business within the State and is presently in good standing. If the entity to whom the bid is awarded is not a corporation, it is required that the entity's certificate of doing business be provided (which should be on file in the County Clerk's Office).

This also holds true in the case of joint ventures, which would be required to disclose the underlying entities of the joint venture and to supply the requisite certificates of doing business for each such entity.

b. No-Conflict Statement:

A Statement by the successful bidder that no officer, director, or stockholder (if less than 10 stockholders) of the successful bidder is an officer or employee of the Village, or a relative of an officer or employee of the Village. If such an officer, director or stockholder exists, full disclosure to the Village of their name(s) and relationship(s) is required.

**11. Affirmative Action Requirements:**

All bidders shall complete and submit the certification form contained in Section F, Affirmative Action Requirements, Equal Employment Opportunity, indicating that they will comply with the provisions of all applicable Federal, State and Local equal opportunity requirements.

**Section C  
Declarations**

Homer Welcome Signs RFP  
Village of Homer  
Cortland County, New York

Bid Submitted by: \_\_\_\_\_

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

City/State/Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

To: The Village of Homer  
Village Clerk Offices  
31 North Main Street  
Homer, New York 13077

1. I/We hereby declare that IM/e have carefully examined the Notice to Bidders, the Specifications and Requirements for the above entitled matter and work and have examined the site(s).
2. I/We do hereby offer and agree to furnish all labor and materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the related requirements. IM/e will furnish all labor, tools, implements, models, forms, transportations, and materials necessary and proper for the purpose(s) and for the price(s) set forth on the bid forms.
3. I/We do hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefore, including all claims that may arise through damages or any other cause whatsoever.
4. I/We do hereby agree that IM/e will execute a contract therefore, containing all terms, conditions, provisions and covenants necessary to complete the work according to the Specifications and Requirements therefore within two (2) weeks after the contract is awarded by the Village. If I/We fail to execute said contract within said period of time, the Village of Homer shall have the power to rescind the award and award the bid and contract to the next lowest responsible bidder.
5. I/We declare and agree to commence work within five (5) days after execution of the Contract and to complete the work fully and in every respect on or before the time specified in said Contract and do authorize the Village, in case of failure to complete the work within the specified time, to employ such men, equipment and materials as may be necessary for the proper completion of said work and to deduct the cost thereof from the amount due under the Contract.

Section C: Declarations (Continued)

6. I/We hereby affirm that 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 certifies as to its organization, under the penalty of perjury, that to the best of knowledge and belief:
  - (a) 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; and
  - (b) 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 knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
  - (c) no attempt has been made or will be made by the Bidder to induce any person, partnership, or corporation to submit or not submit a Bid for the purpose of restricting competition.
  - (d) no member of the Village Board, or officer, or employee of the Village of

Homer, or person whose salary is payable in whole or in part by the Village is or shall become interested as a contracting party, partner, stockholder, surety, or otherwise, in this Bid or in the performance of this Contract, or in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof.

7. I/We hereby agree that this proposal is a firm Bid and shall remain in effect for a period of at least forty five (45) calendar days from the Bid-opening deadline and that within said period of forty five (45) days the Village of Homer will accept or reject this proposal, or this period may be extended upon mutual agreement.
8. I/We declare that if this is a Corporate Bid I/We have been duly authorized to act as the Signatory on this proposal on behalf of this Corporation.
10. I/We affirm, under penalty of perjury, that all statements in this proposal are true and correct.
11. I/We hereby agree that I/We accept the unit prices on the following pages for the various items of work.
12. I/We hereby agree that upon award of the bid, Contractor shall supply the Village of Homer with a Certificate of Insurance as outlined in the Schedule of Insurance (see Section I).
13. I/We hereby agree that I/We shall make no claim on account of any variation of the approximate estimate in the quantities of work to be done, whether the actual quantities are greater, smaller, or completely deleted. A change in the quantity of any item shall not be regarded as sufficient grounds for a change in the price of that item.
14. All listed work, if applicable, shall be completed within sixty (60) calendar days from commencement of work. Additional items added, per unit prices, must be completed within thirty (30) calendar days of a written order from the Village of Homer. Signatures and Execution - next page.

(Section C continued next Page)



Village of Homer, NY  
#2020-Contract #04 – Homer Welcome Sign RFP

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Legal Name of Bidder, Partner or

Corporate

Officer: \_\_\_\_\_

By: \_\_\_\_\_

Corporate Seal (if  
incorporated)

Bidder Acknowledges receipt of Addenda as follows:

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(Signature)

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(Date Signed)

**Bid Proposal Section D:**

**REQUEST FOR PROPOSALS FOR LABOR AND MATERIALS**

**Owner:** Village of Homer, 31 North Main Street, Homer, NY 13077

**Overall concept:** Double-sided, carved, and finished Village Entrance Signs as per below and as per attached drawing.

4" Cast Iron Post Finials to be purchased, primed, and painted by sign manufacturer. Installation of final product onto signposts to be performed by Village DPW.

Purchase of materials, finishing, and installation of concrete base, 4" square steel posts and post plates to be performed by Village DPW. Posts and post plates to be painted with black rust-resistant oil-based exterior primer and enamel or automobile paint.

**Substrate:** 2" Cedar

**Size:** 4' wide by 6' High

**Color:** Primed and painted background of dark teal green or blue/gray green exterior oil-based enamel, color samples to be provided for Owner approval prior to construction. Suggested colors: Sherwin Williams Behr paint colors: MQ6-05 "Verdant Forest" and SW 2910 "Rookwood Sash Green" are possible choices.

**Lettering:** All lettering to be V- carved and inlaid with 23K gold leaf, approximate font sizes, font styles, and location on sign face are shown on attached drawing.

**Alternate Lettering Option:** V-carved and painted with 23K non-tarnishing gold metallic exterior sign paint

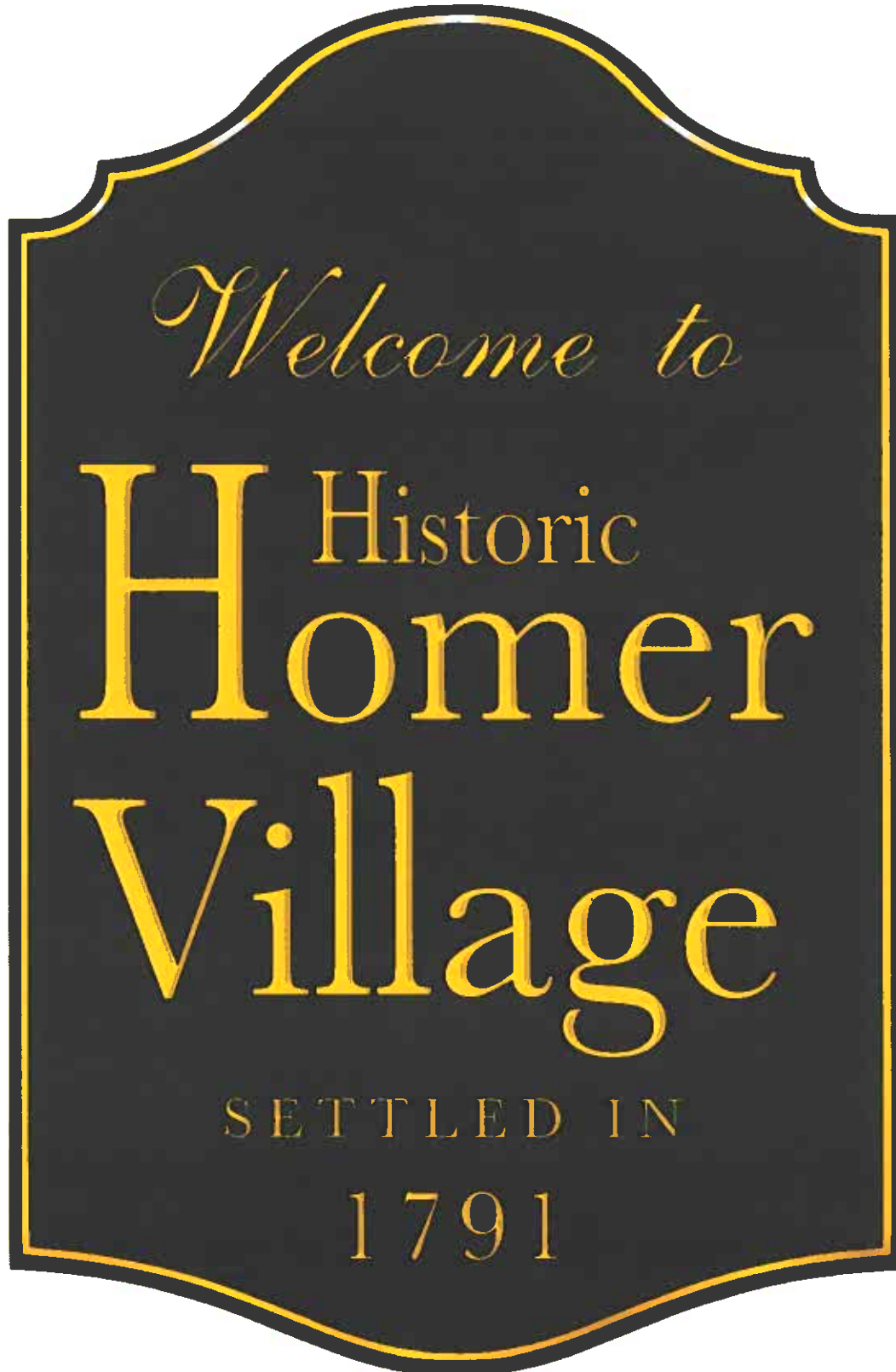
**Embellishment and Inner Border:** 23K non-tarnishing gold metallic exterior sign paint

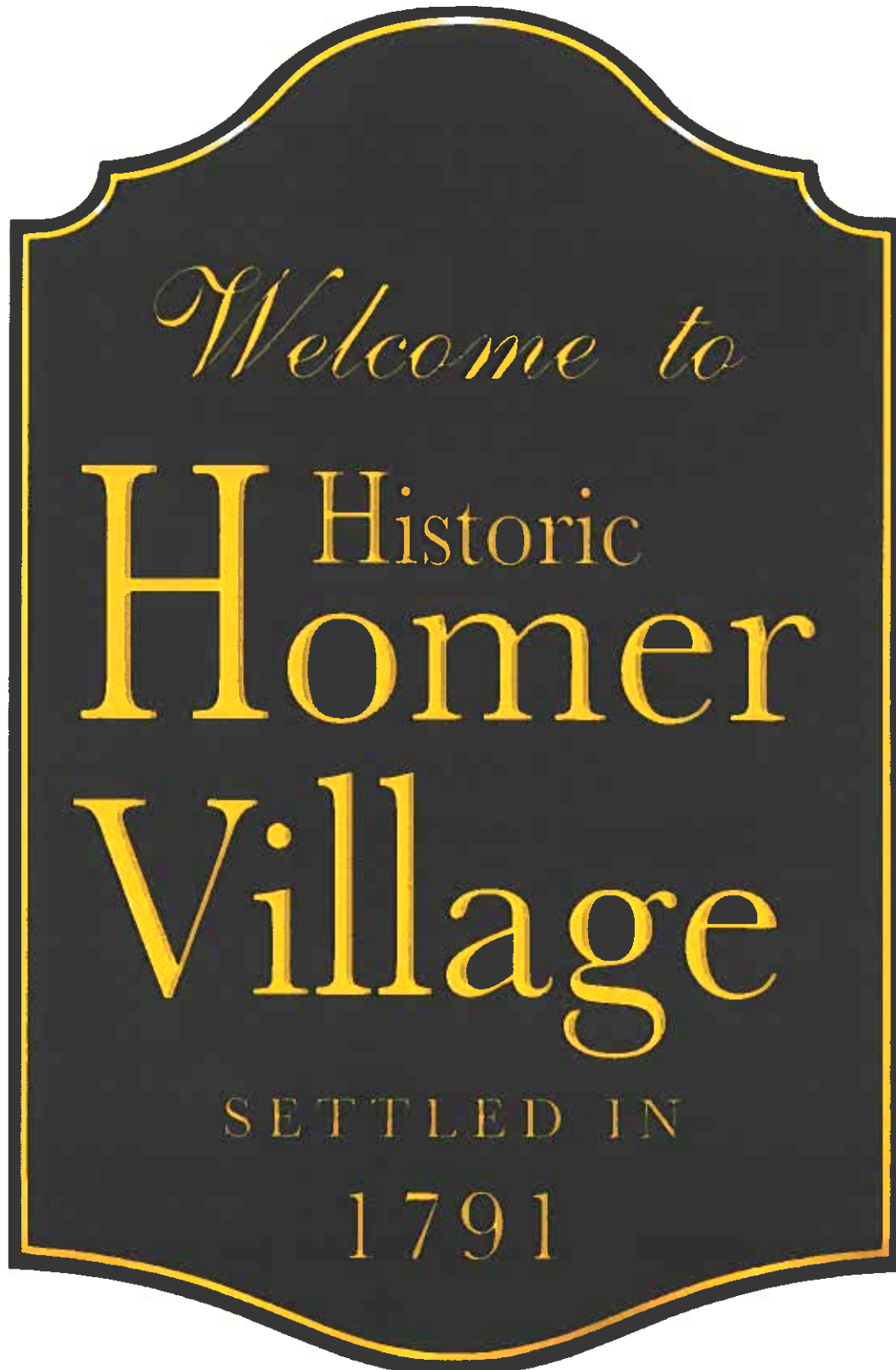
**Hardware:** Four heavy-duty ¼" steel angles, primed and painted with black rust-resistant oil-based exterior enamel

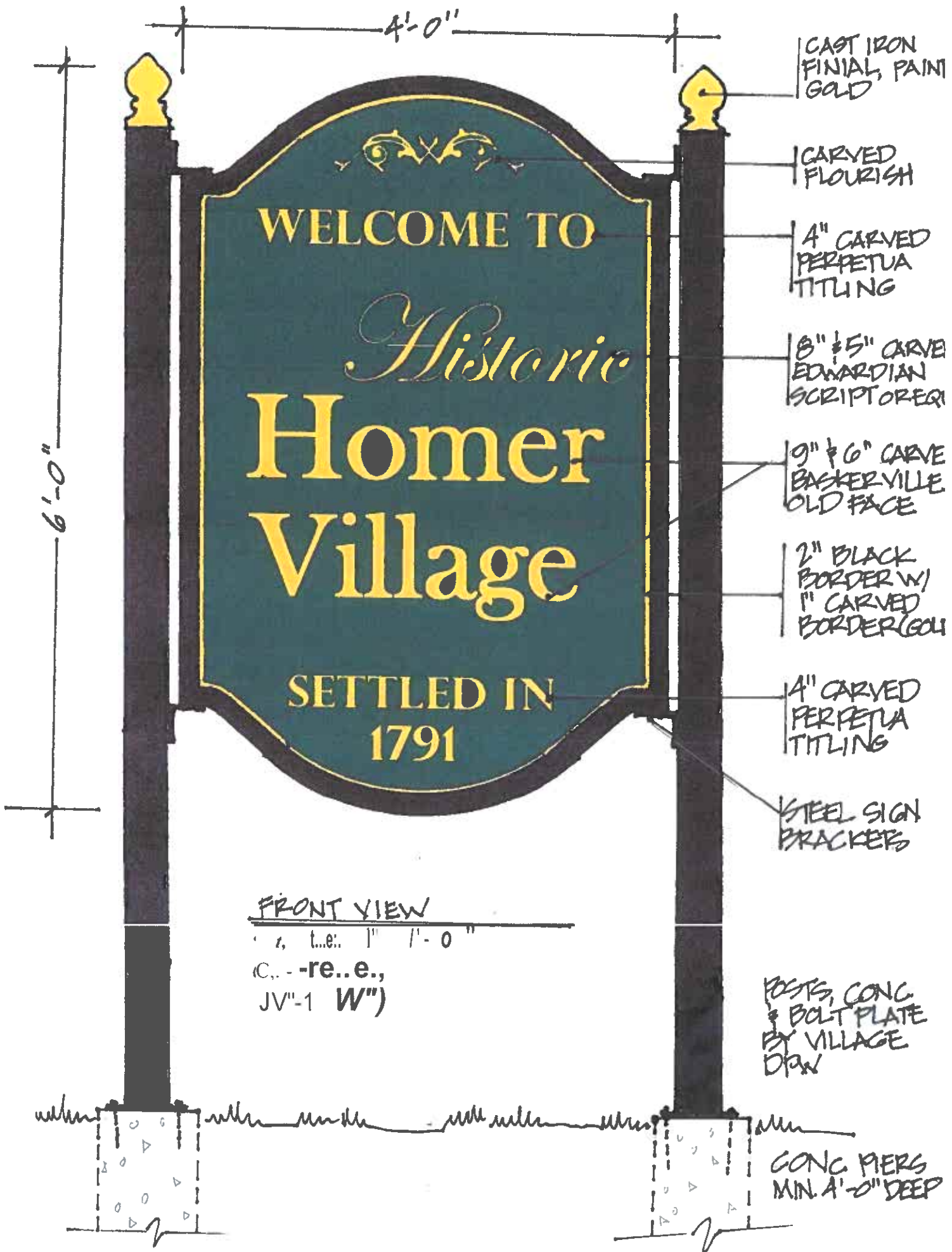
**Metal Post Finials:** Four-inch cast iron post finial by King Architectural Metals, Baltimore, MD to be purchased by sign manufacturer, painted, and primed with black rust-resistant oil-based enamel and coated with 23K non-tarnishing gold paint. Village DPW to install finished gold painted finials on top of 4" square black steel posts with heavy duty outdoor epoxy.

**Full-Size Mock-Up of Finished Sign:** Sign manufacturer shall provide the Village of Homer with a full-size paper or cardboard mock-up of finished sign showing all lettering and embellishments. Sign manufacturer shall provide paint color boards and a sample of gold leaf or gold paint for Village approval prior to construction.

**Final Artwork:**







CAST IRON  
FINIAL, PAINT  
GOLD

CARVED  
FLOURISH

4" CARVED  
PERPETUA  
TITLING

8" x 5" CARVE  
EDWARDIAN  
SCRIPT OREGI

9" x 6" CARVE  
BASKERVILLE  
OLD FACE

2" BLACK  
BORDER W/  
1" CARVED  
BORDER (GOL)

4" CARVED  
PERPETUA  
TITLING

STEEL SIGN  
BRACKETS

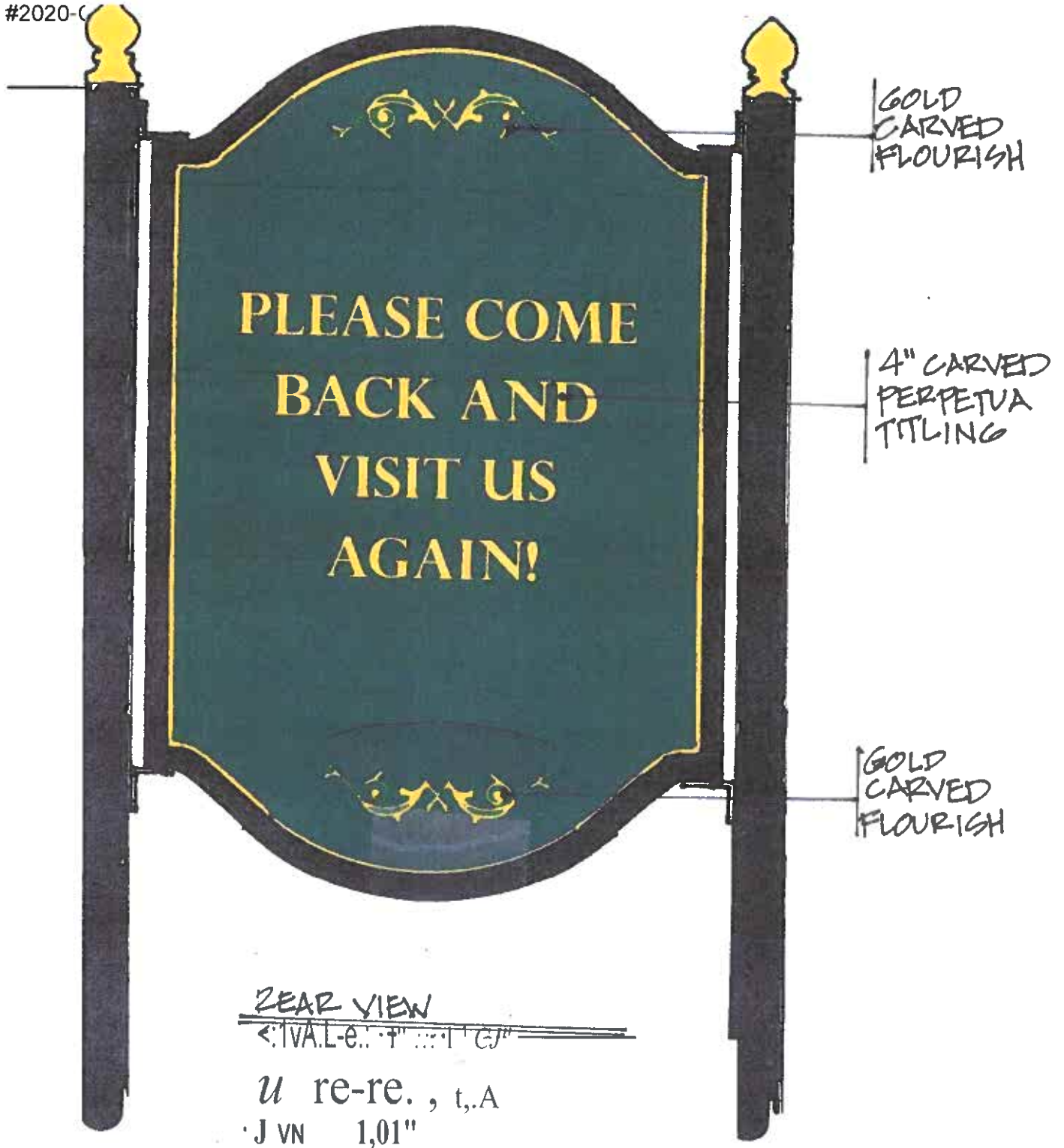
FRONT VIEW

1" 1'-0"

(C...-re..e.,  
JV"-1 W")

POSTS, CONG  
& BOLT PLATE  
BY VILLAGE  
DRAW

CONG PIERS  
MIN. 4'-0" DEEP



REAR VIEW  
← 1/4" L-e... 7" ... 1" GJ"  
U re-re. , t.A  
· J VN 1,01"

TOP FLOURISH



BOTTOM FLOURISH





Village of Homer, NY

#2020 Contract #07 - Homer Welcome Sign RFP

Item # 45-5003-4

Privacy

Cast Iron Post Cap Fits Over 4"  
Square

In Stock

**\$11.95**

Each

This six-facet post finial is made of cast iron. The cap fits over 4" square pipe or tubing. Each finial is 7-1/2" high, 4-1/2" base, 4" wide and weighs 6.84 lbs. Receive a quantity discount when you purchase 7 and more or 14 and more.

YOU MIGHT ALSO BE INTERESTED IN THE FOLLOWING



## Four Inch Cast Iron Post Finial



### Item # 45-3003-4

Privacy

Cast Iron Post Cap. Fits Over  
4" Square.

In Stock

**\$11.95**

Each

This six-facet post finial is made of cast iron. The cap fits over 4" square pipe or tubing. Each finial is 7-1/2" high, 4-1/2" base, 4" wide and weighs 6.84 lbs. Receive a quantity discount when you purchase 7 and more or 14 and more.

YOU MIGHT ALSO BE INTERESTED IN THE FOLLOWING

**Section E**  
**Non-Collusive Bidding Certification**

In accordance with Section 103-d of the New York State General Municipal Law, effective September 1, 1966, every bid or proposal hereafter made to a political subdivision of the state or any public department, agency, or official thereof or to a fire district or any agency or official thereof where competitive bidding is required by statute, rule, regulation or local law for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed to by the bidder and affirmed to by the bidder as true under the penalties of perjury:

Non-collusive bidding certification.

A By submission of this bid, each bidder and person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies 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 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 knowingly be disclosed by the Bidder prior to the opening, directly or indirectly, to any 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. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the Bidder as well as the person signing in Bidder's behalf.

C. That attached hereto (if a corporate bidder) is a certified copy of the resolution authorizing the execution of this certificate by the signer of this bid or proposal in behalf of the corporate bidder.

Note: Form of Resolution on next page.

Village of Homer, NY  
#2020-Contract #04 – Homer Welcome Sign RFP

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BE IT RESOLVED that .....

(Name of Corporation)

be authorized to sign and submit the bid or proposal of this corporation for the project entitled:

Contract #2020-04-Homer Welcome Sign RFP

To produce 8 Welcome Signs for the Village of Homer

Contractor will include in such bid or proposal the certificate as to non-collusion required by section One Hundred and Three d (103-d) of the New York State General Municipal Law as the act and deed of the corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury. The foregoing is a true and correct copy of the resolution adopted by:

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(Name of Corporation)

at a meeting of the Board of Directors held on the \_\_\_\_\_  
(Date)

(Corporate Seal)

Secretary \_\_\_X

Name and Title: \_\_\_\_\_

Laws of New York State, 1965  
Chapter 751, Section 103-d, as amended effective  
September 1, 1966.

**Section F**  
**Equal Employment Opportunity Certification**

Instructions This certification is required pursuant to Executive Order 11245 (30 F.R. 1231925). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or

negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions. Where the certification indicates that the bidder has not filed a compliance report due under applicable instruction, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

Certification of Bidder by

\_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Corp. Name:

Address:

1. Bidder has participated in a previous contract or subcontract to the Equal Opportunity Clause.

\_\_\_\_\_ Yes \_\_\_\_\_ No

(if answer is yes, identify the most recent contract).

2. Compliance reports were required to be filed in connection with such contract or subcontract.

\_\_\_\_\_ Yes \_\_\_\_\_ No

(if answer is yes, identify the most recent contract).

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

\_\_\_\_\_ Yes \_\_\_\_\_ No

4. If answer to item #3 is NO, please explain in detail on reverse side of this certification.

Certification: The information above is true and complete to the best of my knowledge and belief.

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

Name and Title of Signer: \_\_\_\_\_

**Section G  
Agreement**

Contract #2020-04-Homer Welcome Sign RFP  
Village of Homer  
Cortland County, New York

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ (month), 2019, by and between:

\*Strikeout the two terms that do not apply.

Corporation organized and existing under the laws of the state of \_\_\_\_\_

Partnership consisting of .....

Individual trading as \_\_\_\_\_

Hereinafter called "The Contractor" and the Village of Homer, NY, hereinafter called "The Village."

WITNESSETH, that The Contractor and The Village for the consideration stated herein mutually agree as follows:

Article 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services and perform and complete all work and required supplemental work for the completion of this Contract in strict accordance with the hereinafter referenced Contract Documents including all Addenda thereto, numbered and entitled,

Contract #2020-04- Homer Welcome Sign RFP

Article 2. The Contract Price

The Village will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the stated unit prices stipulated in the Bid for the respective items of work completed subject to additions and deductions as provided in the section on changes in the work in the General Conditions.

Article 3. Contract Documents

The Contract Documents shall consist of the following (including their attachments and exhibits, not in any particular order):

- Notice to Bidders.
- Instructions to Bidders.
- Declarations.
- Bid Proposal with deadlines per sign. Request is to produce 8 signs in total.
- Addenda (if any).
- Non-Collusive Bidding Certification & Resolution.
- Equal Employment Opportunity Certification.
- This Agreement.
- General Conditions; and
- Signed copy of Bid, with all attachments required for bidding.

**Article 4. Term**

The general term of this contract is not to exceed one year, stated as September 15, 2020 through September 14, 2021. A one-year extension may be granted if requested by June 30, 2021.

This Agreement, together with the other Documents enumerated in this Article 3, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the Contractor and the Village. In the event that any provision in any component part of this Contract conflicts with any provision of any other component the part first enumerated in this Article 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two (2) original copies on the day and year first above written.

(Contractor's Signature) \_\_\_\_\_

Print Name: .....

**Title:** \_\_\_\_\_

(Notarize on next page)

(Administrator's Signature) \_\_\_\_\_

Dan Egnor, Village Clerk

(Notarize on next page)

Village of Homer, NY  
#2020-Contract #04 – Homer Welcome Sign RFP

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STATE OF NEW YORK        }  
COUNTY OF CORTLAND     }  
VILLAGE OF HOMER        }

\_\_\_\_\_, 2020, before me personally came \_\_\_\_\_

to me known, who, being by me duly sworn, did depose and say he resides

at \_\_\_\_\_ is

acting on behalf of the company.



**Section H  
General Conditions**

1: Notification & Scheduling:

Present to the Village Board a mockup sign to be produced at October 13, 2020 Village Board of Trustees meeting. Schedule of signs to be produced and deadlines for each to also be presented and approved.

**Section I  
Terms of Payment**

Payment shall be made based on work performed and on receipt by the Village of Contractor's invoice(s).

Payment(s) will be made on the basis of signs completed. After each sign is completed, invoices will be paid.

No payment shall be made for work not done.

Payment will be for actual work completed, based on unit prices bid, and will be for totals agreed upon between the Village and the Contractor, based on unit prices.

Payment will be made by the village no later than thirty (30) days after the date of receipt of any invoice by the village unless there is any dispute as to a particular item. In the case of any dispute, the Village must put the contractor on written notice to hold payment on that item, with the item(s)/unit(s) listed, and that item/unit, or those items/units, will be removed from the bill and held for review until resolved.

Invoices shall be submitted within one hundred eighty (180) days from when the work occurred. Work must have occurred by the end of the term of this contract, which is established as September 14, 2021.