

TOMPKINS COUNTY

REQUEST FOR PROPOSALS

RFP # JW-0000000138-RFP

FOR

PUBLIC LIBRARY EXTERIOR UPGRADES PROJECT



RFP RELEASE DATE: October 1, 2026

DEADLINE FOR QUESTIONS: October 27, 2026, 5 PM ET

PROPOSALS DUE: November 3, 2026, 2 PM ET

MANDATORY PRE-BID MEETING: October 14, 2026, at 10 AM ET.
Conference room of the Tompkins County Public Library located at 101 East Green Street, Ithaca, NY 14850

Introduction

Important Notice

Responses submitted to any RFP (a list of defined terms appears below) become the property of the County and are subject to the County's Policy on Public Access to Records. Any confidential information, such as a Proposer's financial status, if required by the specifications, shall be uploaded as a separate file with the word "CONFIDENTIAL" in the file name.

Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) are encouraged to respond.

Purpose

The intent of these specifications is to provide information to potential bidders and receive proposals for Single Prime General Work contract for the Public Library Exterior Upgrades Project.

Background

Tompkins County is in the Southern Tier region of New York at the southern end of Cayuga Lake. The County is approximately 475 square miles and home to over 105,000 people. Tompkins County is home to Cornell University and Ithaca College.

The Work of the Project is defined by the Contract Documents and consists of the following:

- Exterior upgrades at the Tompkins County Public Library

Project will be constructed under a Single Prime Contract, all the work identified in these documents are the responsibility of the Single Prime Contractor.

Project Identification

Title: **Public Library Exterior Upgrades Project**

Requesting Department: **Tompkins County Department of Facilities**

Bid Due Date/Time: **November 3, 2026, 2 PM ET**

Timeline

Release Project Date:	October 1, 2026
MANDATORY MEETING (see NOTE below):	October 14, 2026, 10 AM ET
Question Submission Deadline:	October 27, 2026, 5 PM ET
Response Submission Deadline:	November 3, 2026, 2 PM ET

NOTE: A mandatory pre-bid meeting has been scheduled for October 14 ,2026, at 10:00 am in order to review the specific requirements of this contract. The meeting will be held in the conference room of the Tompkins County Public Library located at 101 East Green Street, Ithaca, NY 14850.

Term of Bid/Contract

The term of this contract begins upon contract award expected by **December 1, 2026 through September 1, 2027**.

Bid Security

Each Bidder shall furnish with its Bid a Bid Bond in an amount equal to five percent (5%) of the total amount of the Base Bid, executed by the Bidder as Principal and by a surety company authorized to do business in the State of New York as Surety. The Bid Bond shall be submitted in form and substance acceptable to the Owner and shall be conditioned upon the Bidder's faithful compliance with the requirements of its Bid.

Defined Terms,

Capitalized terms used in this RFP shall have the meanings set forth below:

ACDBE: Airport Concession Disadvantaged Business Enterprise, as defined in applicable federal and/or state regulations and publications.

ADA: Americans with Disabilities Act.

Affiliate: Refers to an entity that directly or indirectly owns, operates, or controls a Proposer, or one that is directly or indirectly owned, operated, or controlled by a Proposer.

Agreement: The formal contract entered between the County and the selected Bidder, Proposer, or Respondent through the procurement process. The terms Contract and Agreement are used interchangeably in this RFP.

Bidder: A person or entity making a formal proposal in response to an RFP. The terms Bidder, Proposer, and Respondent, and Vendor are used interchangeably in this RFP.

Compliance Program: The Tompkins County Compliance Program, which can be viewed [here](#). A copy of the Compliance Program may also be obtained from the County Administration Department.

Contract: The formal contract entered between the County and the selected Bidder, Proposer, or Respondent through the procurement process. The terms Contract and Agreement are used interchangeably in this RFP.

County: Tompkins County, New York.

County Standard Terms: The standard contract terms used by the County in contracts it enters.

DBE: Disadvantaged Business Enterprise, as defined in applicable federal and/or state regulations and publications.

Livable Wage Attestation: The Tompkins County Livable Wage Attestation, to be provided on a form made available by the County as amended from time to time.

Major Stockholder: Refers to each owner of ten percent (10%) or more of the ownership interests in a Proposer, whether in the form of stock of a corporation, limited partnership interests or membership interests in an LLC or other form of legally recognized ownership interest.

MBE: Minority Business Enterprise, as defined in applicable federal and/or state regulations and publications.

M/WBE: Minority and/or Women-Owned Business Enterprise, as defined in applicable federal and/or state regulations and publications.

Principal: Refers to the owner of a Proposer that is a sole proprietorship, each partner of a general partnership that is a Proposer, each owner of ten percent (10%) or more of the ownership interests (in the form of stock of a corporation, limited partnership interests or membership interests in an LLC) of a Proposer, and the Proposer's Chief Executive, Chief Operating, and Chief Financial Officers.

Principal Owner: The Principal Owner(s) of a Proposer includes the owner of a sole proprietorship and each partner of a general partnership that is the Proposer and also includes Major Stockholders of the Proposer as defined herein.

Procurement Portal: Tompkins County website at: <https://www.tompkinscountyny.gov/All-Departments/Finance-Department/Purchasing-Division> and selecting and selecting 'Open Solicitations'. This will take you to Bidnet Direct where the RFP information is posted for the public. Bidders who do not have, or cannot obtain, internet access must contact the Purchasing Division via email (preferred), purchase@tompkins-co.org or by telephone, (607) 274-5500 for further instructions.

Proposer: A person or entity making a formal proposal in response to an RFP. The terms Bidder, Proposer, and Respondent are used interchangeably in this RFP.

Purchasing Division: The Tompkins County Department of Finance, Purchasing Division.

Respondent: A person or entity making a formal proposal in response to an RFP. The terms Bidder, Proposer, and Respondent are used interchangeably in this RFP.

RFP: Request for Proposals.

SBE: Small Business Enterprise, as defined in applicable federal and/or state regulations and publications.

SDVOB: Service-Disabled Veteran-Owned Business, as defined in applicable federal and/or state regulations and publications.

VBE: Veteran-Owned Business Enterprise, as defined in applicable federal and/or state regulations and publications.

WBE: Women-Owned Business Enterprise, as defined in applicable federal and/or state regulations and publications.

User: A person or entity that accesses the Procurement Portal via the internet.

Specifications

SCOPE

The Work of the Project is defined by the Contract Documents and consists of the following:

- Exterior upgrades to the Tompkins County Public Library.

PROPOSAL EVALUATION

Lowest responsible bidder in accordance with New York State General Municipal Law.

SELECTION CRITERIA

Proposals meeting the minimum RFP requirements will be evaluated based on, but not limited to, the following criteria.

Lowest responsible bidder in accordance with New York State General Municipal Law.

Instructions to Proposers

Qualifications

All proposers shall complete all supplied forms and answer all questions included as part of this RFP.

Tompkins County may make such investigations it deems necessary to determine the ability of the proposer to provide the services and/or goods described within the specifications. The proposer shall furnish to the County all such information and data for this purpose as may be requested within five (5) days of such request.

RFP Documents

Complete sets of RFP documents must be used in preparing proposals. The County does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of proposals. An updated and complete set of RFP documents can be obtained from the [Procurement Portal](#). No other source, written or otherwise, is considered official and responses based on information obtained from sources other than the [Procurement Portal](#) may not be complete.

Specification Clarifications

Requests for Clarification, Inquiries, Questions to the specifications must be submitted through the [Procurement Portal](#) before **5 PM on October 27, 2026**. Answers to questions will be publicly posted onto the [Procurement Portal](#) once available.

Submission Deadline

The deadline for submission of proposals is **November 3, 2026, 2 PM ET**.

Addenda

Any addendum issued because of any change to this RFP as originally posted shall become a part of the RFP and all shall be acknowledged by a Proposer as part of their submittal or an individual proposal may be deemed non-responsive. At the time an individual addendum is released, all Users following this RFP will be automatically emailed a notification regarding such addendum. It shall be the Proposer's responsibility to check for any addenda issued as part of this RFP. All addenda issued as part of this RFP will be posted on the [Procurement Portal](#).

Submission of Proposals

Proposals and any other required documents shall be submitted online through the [Procurement Portal](#). Please allow ample time to upload and complete your submission prior to the deadline. Proposers who do not have, or cannot obtain, internet access must contact the Purchasing Division via email (preferred), purchase@tompkins-co.org, by telephone, (607) 274-5500, or in person at 125 East Court Street, Ithaca, New York 14850 for further instructions. Please add purchase@tompkins-co.org to your email address book to ensure timely notifications regarding the project(s) you have requested.

Proposals shall be submitted no later than the date and time indicated in the Timeline for this RFP.

The County reserves the right to reject any or all proposals in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional proposals to make the award in a manner deemed to be in the best interest of the County, and to correct any award erroneously made as the result of a clerical error on the part of the County.

**NOTE: If you experience difficulty submitting your proposal, contact the Purchasing Division via email (preferred), purchase@tompkins-co.org or by telephone, (607) 274-5500, or in person at 125 East Court Street, Ithaca, New York 14850. If you do not receive a response from the Purchasing Division, you may contact the Finance Team (607) 274-5544.*

Submission Instructions

Proposers shall submit their proposal response per the instructions below. Proposers who do not follow these instructions may have their proposals rejected as incomplete or non-responsive.

Proposers shall read all documents contained in this specification package and complete all sections and attachments. Failure to do so does not excuse proposer from abiding by all instructions, terms or conditions.

Responses shall be submitted through the [Procurement Portal](#) and in the format indicated in the specifications no later than the date and time indicated.

Proposers must submit their questions regarding any portion of the specifications by posting them on the Q&A tab found in the solicitation on the [Procurement Portal](#) before 5 pm on **October 27, 2 PM ET**. Answers will be provided no later than five (5) days prior to the Proposal due date.

The County reserves the right to amend the specifications prior to the due date by written "Addenda". It is the Proposer's responsibility to ascertain whether any addenda have been issued prior to submitting their proposal.

Proposers shall submit all forms that require signatures with their proposal response.

All responses submitted become the property of the County and are subject to the County's Policy on Public Access to Records.

This invitation to respond does not commit the County to award a Contract, nor shall the County be responsible for any cost or expense that may be incurred by the Proposer in preparing and submitting their response or any cost incurred prior to the execution of a Contract.

Proposal Modifications

If a Proposer wishes to amend a proposal after submittal but prior to the deadline for submittal they may temporarily withdraw their proposal. Proposers shall submit their modified proposal again prior to the deadline for submittal of proposals or their proposal will not be considered for evaluation. Proposals not in "Submitted" status will not be given consideration by the County for evaluation and award.

Withdrawal of Proposals

A Proposer may withdraw their proposal at any point prior to the deadline for submittal and any proposal not in a "Submitted" status as of the deadline shall not be considered.

Disqualification

1. The County reserves the right to refuse to issue a Contract to a Proposer should such Proposer be in default for any of the following reasons:
 - a. Failure to comply with any pre-qualification regulations of the County, if such regulations were cited, or otherwise included in the specifications as a requirement for responding.
 - b. Proposer's default under previous contracts with the County.
 - c. Proposer's unsatisfactory work on previous contracts with the County.
2. Responses received from Proposers who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A response may be rejected if the Proposer cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or time specified. A response may be rejected if the Proposer is already obligated for the performance of other work which would delay the commencement, performance or completion of the work if the Proposer is not able to demonstrate the ability to fulfill the requirements of the proposal in a manner agreed upon by the County and the Proposer.
3. Tompkins County reserves the right to reject any proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.
4. Proposals will be considered irregular and shall be subject to rejection for the following reasons:
 - a. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous.

The County reserves the right to award the Contract to the Proposer who submits the proposal that proves to be in the best interest of the County. The County has the sole discretion and reserves the right to cancel this request, reject any/all responses, award in part or in whole, to waive any/all informalities and/or irregularities if it is deemed to be in the best interest of the County to do so. A notice of Contract award shall not be binding upon the County until a valid and enforceable contract has been fully executed by both parties.

Contract Award

The Contract award, if any, is expected to be made by **December 1, 2026**. The Contract shall be awarded to the Respondent(s) who submit the proposal that proves to be in the best interest of the County.

The resulting Contract will incorporate the County Standard Terms, this RFP, any addendum, and Proposer's response thereto, all additional agreements and stipulations, and the results of any final negotiations. The terms and conditions as contained in the Contract for services shall take precedence over any conflicting terms.

Non Collusive Bidding Certificate

A signed Non-Collusive Bidding Certificate must be submitted with each proposal on the form provided by the County.

Conflict of Interest

No officer or employee of the County shall participate in any decision relating to the Contract which affects their personal interest or the interest of any corporation, partnership, or association in which they are directly or indirectly interested.

Deviations

Deviations to the specifications shall be noted and fully explained on a separate document and provided with the proposal.

New York State Sexual Harassment Legislation

By submitting a response to this RFP, the Proposer hereby represents that it complies with all applicable federal, state, and local laws prohibiting sexual harassment in the workplace and that said Proposer has implemented a written policy addressing sexual harassment prevention and provides annual sexual harassment prevention training to all of its employees consistent with or exceeding the requirements of New York law.

Living Wage:

Tompkins County must consider the wage levels and benefits, particularly health care, provided by Contractors when awarding bids or negotiating contracts, and to encourage the payment of livable wages whenever practical and reasonable.

If a Proposer certifies on the Living Wage Attestation that its employees directly providing services outlined in the Contract are NOT paid a living wage, the department contract representative may have a conversation with the Proposer to understand the cost implications of achieving the living wage threshold, whether there are structural barriers impacting the ability to pay the living wage, plans to improve wages over time, generous fringe benefits, or other considerations that should be applied when addressing the question of whether it is practical or reasonable to meet the living wage threshold including the cost required to bring the Contract to the living wage threshold.

Regulatory Compliance

The Proposer agrees to comply with all federal, state, and local laws and regulations governing the provision of goods and services under the Contract. To the extent that federal funds are provided to the Proposer under the Contract, the Proposer agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the federal funds were authorized.

Further, Proposer agrees to comply with the County's Compliance Plan regarding federal and state fraud and abuse laws; the Compliance Plan can be reviewed at:

https://www.tompkinscountyny.gov/files/assets/county/v/1/administration/documents/county-compliance-program/2019_compliance-program-document_final-posted.pdf;

or a copy can be obtained from Tompkins County Administration, 125 East Court Street, Ithaca, NY 14850.

PRC (Prevailing Rate Case) number: 2026022225

New York State Labor Law at Articles 8 and/or 9 are applicable under the Agreement and/or scope of work contemplated by this RFP, the statute requires that contractors and subcontractors pay the prevailing rate of wage and supplements (fringe benefits) to all workers under a public work contract and follow other requirements. Employers must pay the prevailing wage rate set for the locality where the work is performed. Prevailing wage is the pay rate set by the New York Department of Labor for work on public work projects. This applies to all laborers, workers or mechanics employed under a public work contract. Every contractor and subcontractor must keep and provide certified original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. These must be made available to the County at its request. Payrolls must be maintained for at least three (3) years from the project's date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate

payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification. Payroll records and transcripts are required to be kept on site during all the time that work under that the contract is being performed.

Proposers that are providers of healthcare services must certify that the Proposer, and all employees, directors, officers, and subcontractors of the Proposer, are not “excluded individuals or entities” under federal and/or New York state statutes, rules, and regulations.

The Proposer shall promptly notify the County if any employee, director, officer, or subcontractor is on or has been added to the exclusion list. The County reserves the right to immediately cancel this Contract, at no penalty to the County, if any employee, director, officer, or subcontractor is on or has been added to the exclusion list.

By submitting a response to an RFP, you are attesting to the fact that you and/or the provider that you represent have not been sanctioned nor excluded by any of the aforementioned entities.

Proposal Evaluation

To be reviewed, a proposal must be complete and must comply with all requirements of this RFP. A proposal may be excluded from consideration for any of the following reasons:

- Goals or outcomes that are not in accordance with objectives of this program
- Did not follow RFP guidelines, i.e.: More than 30 total pages; and/or forms not completed; and/or not meeting proposal submission deadline date and time.
- Activities specifically not allowed by federal, state, or local laws
- History of contract non-compliance or poor past or current contract performance
- Training site and facilities not in full compliance with the ADA and comparable state and local laws.

Standard Terms & Conditions

Term of Contract

Contract period shall be from contract award expected by **December 1, 2026, through September 1, 2027.**

Contract Extensions

The County agrees, under the General Municipal Laws of New York State to allow all authorized users who wish to utilize any Contract awarded as a result of this solicitation to do so. However, it is understood that the extension of such Contract is at the discretion of the Respondent and the Respondent is only bound to the Contract between itself and the County.

Payment Terms

Payment terms to be negotiated. Interest penalties to the County will not be allowed. Tompkins County is not subject to federal, state, or local taxes.

Non-Appropriation Clause

In accordance with New York State General Municipal Law, the County will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the Respondent agrees to hold the County harmless for any contracts let for which funding either does not currently exist, or for which funding has been removed prior to the authorization to proceed. Should it become necessary for the County to cancel a project after the order to proceed has been issued, the County will only be liable for, and the Respondent agrees, to only assess those financial damages that it can prove to have incurred because of the Contract termination.

Indemnification, Hold Harmless, and Insurance

The successful Proposer shall release, waive, indemnify, hold harmless, and defend the County and its officers, employees, agents and elected officials from and against any and all claims, demands, actions, causes of action, suits, or judgments, including but not limited to, losses, costs, expenses, penalties, or other damages or liability brought against the County and its officers, employees, agents and elected officials for injury, illness, or death to any person or persons or damage to property arising out of the performance of the Contract by the successful Proposer, its employees, subcontractors or agents with the exception of actions and claims arising out of the negligence of the County. The indemnification will survive the term of the Contract whether it is terminated or expired. The successful proposer shall maintain, at its expense, the minimum limits of insurance as outlined by this Agreement in Attachment B or as required by law, whichever is greater.

No work shall be commenced under the Contract until the successful Proposer has delivered to the County proof of issuance of all policies of insurance required by the Contract. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Proposer shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Proposer to furnish, deliver and maintain such insurance as above provided, the Contract may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful Proposer to procure and maintain any required insurance, shall not relieve the successful Proposer from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Proposer concerning indemnification.

Training

If required, training shall take place during regular business hours. Training shall be provided until all County personnel involved in the Contract are adequately trained.

M/WBEs, DBEs and other Underrepresented Businesses

The County is committed to inclusion in our procurement processes and to support underrepresented businesses. MBEs, WBES, SDVOBs, and other Disadvantaged Business Enterprises (if applicable to this procurement) are encouraged to complete the Business Demographic Survey within this RFP.

Workforce Diversity and Inclusion

The County is committed to promoting and sustaining a diverse and fully inclusive workplace that strengthens our organization and enhances our ability to adapt to change by developing and maintaining:

- A. An organization-wide understanding and acceptance of the purpose and reasons for diversity.
- B. Recruitment and retention policies that promote and sustain a diverse workforce.
- C. A workplace environment that is welcoming and supportive of all.
- D. Awareness, understanding and education regarding diversity issues.
- E. Zero tolerance for expressions of discrimination, bias, harassment, or negative stereotyping toward any person or group.
- F. A workforce ethic that embraces diversity and makes in the norm for all interactions, including delivery of services to the public.

Contract Re-Assignment

The Respondent shall not re-assign any portion of any Contract without the express written consent of the County.

Governing Law

Any resulting Agreement and any controversies arising hereunder, shall be interpreted, governed, and construed under the laws of the State of New York. The Proposer consents to the exclusive jurisdiction of, and venue in, the state courts within Tompkins County, New York or the United States District Court for the Northern District of New York if federal jurisdiction is sought. Any such Agreement is binding on all successors, heirs, executors, administrators, representatives, and assigns of all the Proposer.

The successful Proposer is responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this solicitation.

Interpretation

In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFP, and/or, the Agreement (between the County and the successful Proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFP; 3) the proposal.

Remedy for Breach

In the event of a breach of the Contract by the successful Proposer, said Proposer shall pay to the County within ninety (90) days all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the contract work, together with the County's own costs incurred in procuring a substitute contractor. All legal and equitable claims against the County of Tompkins shall be brought in the Supreme Court of Tompkins County or the United States District Court for the Northern District of New York if federal jurisdiction is sought.