



REQUEST FOR PROPOSALS
BUILDING RENOVATION SERVICES
Date Issued: August 13, 2021
Due: Friday, August 27, 2021 @ 3:00 pm

To Whom It May Concern:

The Greater Mohawk Valley Land Bank, Inc. (GMVLB) is a public authority committed to the acquisition and rehabilitation of local abandoned and distressed structures, and the revitalization of neighborhoods in the Mohawk Valley Region. The GMVLB is requesting proposals to perform parking lot restoration services at the following address: 102 Fort Stanwix Park North/115 ½ Turin Street, Rome, NY 13440.

A. Instructions to Bidders

Name of the Bid:	Rome Parking Lot Restoration
Deadline for Questions:	Friday, August 20, 2021 at 5:00 pm
Deadline for Bid Submittal:	Friday, August 27, 2021 at 3:00 pm
Bid Opening:	Monday, August 30, 2021 at 9:30 am
Bids Shall Be Submitted to:	Greater Mohawk Valley Land Bank P.O. Box 53 Little Falls, NY 13365
Method of Submittal:	Certified Mail or In-Person Delivery
Contact Person, Title:	John Mazarella III, Project Manager
E-mail for Questions:	johnm@gmvlb.org
Phone for Questions:	315-823-0814 or 315-368-7351

Proposals must be received by the Greater Mohawk Valley Land Bank by Friday, August 27, 2021 at 3:00 pm in order to be considered. If you wish to bid, please submit your submittal in a sealed mailing container or envelope which is plainly marked on the outside with the notation: 'BID ENCLOSED – ROME PARKING LOT RESTORATION. It is the bidder's responsibility to submit their proposals timely and completely because no extensions for revisions, corrections, amendments, or supplements will be given past the bid due date.

B. Consultant Qualifications

The selected consultant and/or contractor must be appropriately licensed by the NYS Department of Labor, the NYS Department of State, or the appropriate licensing agency for their trade, and utilizing workers properly trained and certified to perform the requested services. The successful bidder shall be required to provide for itself and maintain at its own cost and expense until the completion of the work the following forms of insurance:

- A. Commercial General Liability coverage with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence and not less than Two Million Dollars (\$2,000,000.00) annual aggregate, and \$2,000,000 products/completed operations aggregate.
- B. Comprehensive Automobile Liability coverage on owned, hired, leased, or non-owned autos with limits not less than \$1,000,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
- C. Workers' Compensation and Employers' Liability in form and amounts required by law.
- D. If the Subcontractor will be involved in any environmental remediation of any kind, the Subcontractor must have Environmental Pollution Liability Insurance with a \$1,000,000 limit to new construction projects or demolition.

The GMVLB shall be named as additional insured, have subrogation waived endorsement, and endorsement requiring the carrier to give at least 30 days' prior notice of cancellation on all the policies required by subparagraphs (A, B, C, and D) above. Use the following on Acord 25 forms:

Greater Mohawk Valley Land Bank
500 E Main St.
P.O. Box 53
Little Falls, NY 13365

102 Fort Stanwix Park North, Rome, NY 13440 shall also be listed as project address on Acord 25.

The successful bidder shall furnish certificates of insurance to the GMVLB and corresponding policy endorsements setting forth the required coverage hereunder prior to commencing any work. All insurance required shall be primary and non-contributing to any insurance

Rome Parking Lot Restoration

maintained by the GMVLB. The successful bidder shall ensure that any subcontractors hired carry insurance with the same limits and provisions provided herein. The successful bidder agrees to cause each subcontractor to furnish the GMVLB with copies of certificates of insurance and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such subcontractor commencing any work.

C. Requested Services (Scope of Work)

The work to be performed consists of parking lot restoration services necessary to repair and improve the shared parking lot. Installation shall follow the plans presented by Kenneth Andela PE dated July 10, 2021 with the following exceptions. 1) the gravel parking area adjacent to Turin Street shall remain gravel; 2) exact location of the drywells might change depending on location of underground utilities; and 3) the proposal shall include a breakout cost for drywells, collars, and grates as there is a possibility we may have these items donated. If we are able to receive these items, this cost will be deducted from the proposal. Engineer plans are posted on our website gmvlb.org/rfp under this solicitation.

D. Terms and Conditions

The work to be bid includes renovation activities on the following residential property:

102 Fort Stanwix Park North
Rome, NY 13440
Tax Map ID: 242.035-0001-039

This property is referred to as the “project site” or “property” and consists of the entire surveyed boundary of this address. It shall be the Contractor's responsibility to secure the project site by whatever means necessary to protect people from danger.

The Contractor is required to pull at their expense any permits necessary to complete activities identified in the scope of work and to schedule inspections with the City of Rome Code Enforcement Department.

The property is not on the register of historic places nor located within a historic district according to New York State Office of Parks, Recreation, and Historic Preservation online database.

This is not a prevailing wage project.

Prospective Bidders may view the property prior to bidding by scheduling an appointment with the Contact Person. Prospective bidders and their agents will be permitted to investigate the project site as necessary by appointment with the Contact Person prior to

Tuesday, August 24, 2021 @ 5:00pm. They must satisfy themselves by personal examination of the location of the proposed work, and by such other means as they deem necessary, as to the actual conditions and requirements of the work and as to the actual quantities required for project completion. Prices bid shall include all costs for the work set out in the conditions of this RFP.

The Contractor shall be responsible for compliance with all Federal, State, and municipal requirements related to structure demolition and removal, including, but not limited to, requirements of the Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), New York State Department of Environmental Conservation (NYSDEC), Oneida County Health Department, City of Rome, and New York State Department of Transportation (NYSDOT).

Work Areas

GMVLB shall approve the geographic work area in advance with the Contractor. A meeting will be held to determine approved work area to make sure neighboring properties are not impacted.

Contractor shall always keep the project area and public rights-of-way reasonably clear and on completion of the work, the Contractor shall remove all equipment and materials brought onto the project area by the Contractor and shall leave the entire project area in a totally cleared, neat, and natural condition upon completing Work. Open burning is not permitted.

Debris Ownership and Hauling Responsibilities

Once the Contractor begins activity on the project site, all debris generated is the property of the Contractor and the Contractor is solely responsible for all aspects related to the debris, including, but not limited to, the hauling and disposal of the debris. This includes all materials resulting from demolition unless otherwise specified in the Terms and Conditions.

Debris Disposal

Contractor acknowledges, represents and warrants to GMVLB that it is familiar with all laws relating to disposal of the materials during renovation activities and is familiar with and will comply with all guidelines, requirements, laws, regulations, and any other Federal, State or local agencies or authorities. The Contractor will dispose of all materials in a legal manner. The successful Contractor shall communicate with disposal facilities to be sure all applicable requirements are complied with.

A. Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered in the Terms and Conditions shall be at the sole risk of

the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by the Terms and Conditions.

B. Contractor is responsible for determining and complying with the applicable requirements for securing loads while in transit. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property and public infrastructure.

Equipment

A. The Contractor shall be equipped with the normal tools of their trade and shall furnish all labor, tools, and other items necessary for and incidental to executing and completing all required work.

B. All equipment and vehicles utilized by the Contractor shall meet all the requirements of the Federal, State and local regulations including, without limitation, all NYDOT and safety regulations.

Contractor Employees

A. Any person performing work on behalf of the Contractor must be identifiable by uniform, proper identification, and/or a marked vehicle. The Contractor shall only furnish employees who are properly licensed, competent and skilled for work under this contract.

B. If, in the opinion of the GMVLB or its agent, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the Terms and Conditions, threatens or uses abusive language while performing work, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract. It is of the utmost importance to communicate with the neighbors of the properties to work out any concerns and to only perform work during acceptable working hours. No work shall be performed on the project site on a Sunday or between the hours of 8:00 p.m. and 7:00 a.m. Monday through Saturday.

C. Contractor is responsible for payment of worker compensation, overtime, insurance requirements, and any other required coverage as required by State and/or Federal law or regulations.

E. Selection Criteria & Process

The Greater Mohawk Valley Land Bank, Inc. may elect to interview potential consultants in person and these consultants would be notified accordingly. It is expected

that a final proposal selection will be made on Monday, August 30, 2021. However, the GMVLB reserves the right to extend the deadline for submissions and bidder.

The organization's selection of a consultant shall be based on the following criteria:

- Demonstrated experience and expertise with reasonably similar projects.
- References, including current and/or past clients.
- Understanding of the program and the needs of the organization.
- Comprehensiveness of proposed services.
- Price.

All information will be reviewed carefully. The GMVLB reserves the right to select the consultant whom is evaluated to be best qualified for the work associated with this project. Upon award of the bid, the GMVLB will work with the successful bidder to execute a contract as soon as possible. A written contract will be presented for signing and project work forms will be used. If the GMVLB is unable to reach an agreement with the successful bidder within a reasonable time period, the bid will be awarded to another party.

F. General Conditions

1. Non-Collusive Certification

By submission of this RFP, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in this proposal 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 contractor or with any competitor; and
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to opening, directly or indirectly, to any other contractor or to any competitor; and
- (3) No attempt has been made or will be made by the contractor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

2. MWBE Promotion

It is the policy of the GMVLB that Minority-Owned Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) are afforded the maximum opportunity to

participate in the performance of contracts. It is also the GMVLB's goal to award Procurement Contracts to those procurement contractors who have evidenced compliance with the laws of the State of New York prohibiting discrimination in employment.

3. SDVOB Promotion

It is the policy of the GMVLB that Service-Disabled Veteran Owned Businesses (SDVOBs) are afforded the maximum opportunity to participate in the performance of contracts. It is also the GMVLB's goal to award Procurement Contracts to those procurement contractors who have evidenced compliance with the laws of the State of New York prohibiting discrimination in employment.

4. Affirmative Action

As required by Executive Law § 312, and in compliance with the GMVLB's procurement policy, any contractor awarded a procurement contract more than \$25,000 for services rendered to the GMVLB must acknowledge this affirmative action policy and agree to implement the same by making every reasonable effort to award any subcontracts to MBEs and WBEs and to utilize minority and labor in the performance of any agreement that is awarded to the contractor. Specifically, any contractor awarded a contract more than \$25,000 dollars will be expected to abide by the following provisions:

- a. The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For purposes of this section, affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- b. At the request of the contracting agency, the contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
- c. The contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the MWBE Threshold Contract, all qualified applicants

will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status

5. Non-Discrimination Policy

In accordance with Article 15 of N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

G. Submission Requirements

1. Primary Contact: Provide the name and contact information for the firm and the person representing the firm including firm mailing address, firm and agent phone number(s), firm website, and agent email address.
2. Project Team Qualifications: Provide a summary of professional qualifications for the consultant firm and personnel to be involved with the work. Provide responsibilities and resumes for each team member. When sub-contractors are included as a part of the project team provide similar information for each firm and individual.
3. Relevant Project Experience & References: List at least three comparable projects successfully completed by the consultant and provide the names and contact information for persons familiar with the firm's work who may be contacted as references.
4. Project Fixed Pricing: Provide a fixed project price for completing all activities necessary to complete the tasks, including labor and materials, as described in the scope of work. Also indicate the cost for sub-contractors if they are used for any activity associated with completing the scope of work. Remember to have the cost of the drywells, collars, and grates specifically broken out.
5. Schedule: Provide a suggested project schedule for consideration. It is our intention have renovation activities commence within 30 days of contract execution.

Failure to follow and submit all items above may result in proposal disqualification.

The GMVLB may waive at its discretion any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. Should there be reasons why the contract cannot be awarded within the

specified period; the time may be extended by mutual agreement between the GMVLB and the Contractor.

H. Submission

Please submit a printed copy of your proposal in a sealed envelope to:

**Greater Mohawk Valley Land Bank
Attn: Rome Parking Lot Restoration
P.O. Box 53
Little Falls, NY 13365**

In-person submission can also be arranged prior to bid deadline by calling the Contact. Proposals will be opened publicly at GMVLB office located at 500 E Main St, Suite 2A, Little Falls, NY 13356 on Monday, August 30, 2021, at 9:30 am. Persons wishing to attend must notify the Contact in advance due to office safety restrictions. This Request for Proposals does not obligate the Greater Mohawk Valley Land Bank, Inc., to reimburse any respondent for any costs incurred in the preparation of submission of a proposal, nor bind the GMVLB in any way.

I. Payment

Payment for the work authorized under this contract will be paid for upon receipt of an original invoice within thirty (30) days and after all services are delivered, inspected and accepted by the Contact Person. Payment schedule will follow a series of milestones that will be developed and agreed upon prior to work commencing.

The invoice shall clearly state:

1. The Contractor name,
2. The address of the structure,
3. Description of work performed, and
4. Date(s) of services

Invoices shall be billed to: Greater Mohawk Valley Land Bank
Invoices shall be mailed to: P.O. Box 53, Little Falls, NY 13365

Final payment will not be made until a passing Final Inspection has been given by the Contact Person. The GMVLB may withhold payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.

J. Questions

Please direct all questions to John Mazzaella III, Project Manager - 315-823-0814 or johnm@gmvlb.org by Friday, August 20, 2021 at 5:00 pm. Questions and answers will be shared directly with respondents and will also be posted on our RFP webpage below this solicitation on Monday, August 23, 2021. Access to the property for inspection can be arranged by calling the Contact.