



**REQUEST FOR PROPOSALS
SNOW REMOVAL**

Date Issued: September 20, 2021

Due: Thursday, October 7, 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 snow removal services for several addresses.

A. Instructions to Bidders

Name of the Bid:	Snow Removal 2021-22
Deadline for Questions:	Friday, October 1, 2021 at 5:00 pm
Deadline for Bid Submittal:	Thursday, October 7, 2021 at 3:00 pm
Bid Opening:	Friday October 8, 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:	Confirmed Mail Delivery or In Person
Contact Person, Title:	John Mazarella III, Project Manager
E-mail for Questions:	johnm@gmvlb.org
Phone for Questions:	315-823-0814

Bids must be received by the Greater Mohawk Valley Land Bank by Thursday, October 7 2021 at 3:00 pm in order to be considered. If you wish to bid, please submit your proposal in a mailing container or envelope which is plainly marked on the outside with the notation: 'BID ENCLOSED – SNOW REMOVAL 2021-22' and delivered either by certified mail or in-person. 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.

Prospective Bidders may view the properties prior to bidding by scheduling an appointment with the Contact Person. Prospective bidders and their agents will be permitted to investigate the properties as necessary by appointment with the Contact Person prior to Tuesday, October 5 2021. They must satisfy themselves by personal examination of the location of the proposed services, and by such other means as they deem necessary, as to the actual conditions and requirements of the services and as to the actual quantities required for service completion. Prices bid shall include all costs for the work set out in the conditions of this RFP.

B. Consultant Qualifications

The selected consultant and/or contractor must be appropriately licensed to operate a motor vehicle by the NYS Department of Motor Vehicles, and utilize workers and subcontractors that are properly trained, certified, and qualified to perform the requested services. Vehicles used for services must be current on State registration and inspection. 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.

The GMVLB shall be named as an additional insured on the policies required by subparagraphs (A and B) above (500 East Main St. Suite 2A, Little Falls, NY 13365). The successful bidder shall furnish certificates of insurance to the GMVLB and corresponding policy endorsement setting forth the required coverage hereunder prior to commencing any work, and such policies shall contain an endorsement requiring the carrier to give at least ten days' prior notice of cancellation to the GMVLB. All insurance required shall be primary and non-contributing to any insurance 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. Indemnification

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

D. Terms and Conditions

The Contractor must review the Terms and Conditions and provide support that the Contractor has enough experience and expertise as necessary to comply with the Terms and Conditions. The work to be performed consists of snow removal services as directed by GMVLB within the subject properties' boundaries. These properties are referred to as the "project site" or "property" and consists of the entire surveyed boundary of this address.

GMVLB expects to maintain for the entire season 19 noncontiguous properties located in Herkimer, Montgomery, and Otsego Counties. However, 4 of these properties are pending sales, and it is possible one or more property might be sold during the season reducing the total number of properties requiring services. GMVLB properties are vacant unless otherwise noted, and occupied properties are to be given priority. In addition, lake effect and Nor'easter storms impact our properties differently and it is common for several addresses to require frequent maintenance while other addresses much less. As such, GMVLB requests services as needed on a per storm basis and will provide a template for the Contractor to record activities.

This is not a prevailing wage project.

GMVLB is a NYS tax-exempt entity.

E. Scope of Work

It is our intention to maintain GMVLB properties during the winter months by removing snow and ice from sidewalks, walkways, and driveways. Services shall be performed on an as-needed basis when 2" or more of snow covers the surface or an icing event occurs which makes the surfaces slippery and unsafe to use. Services shall include shoveling, plowing, and snow blowing property sidewalks, walkways, steps, and driveways.

Rock salt or sand shall be applied to prevent slipping on surfaces that melt and refreeze. One access path to each building shall be maintained.

F. Selection Criteria & Process

The Greater Mohawk Valley Land Bank, Inc. may elect to interview potential contractors in person and these contractors will be notified accordingly. It is expected that a selection will be made on Friday, October 7, 2021. However, the GMVLB reserves the right to extend the deadline for submissions and bidder.

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

- Demonstrated experience and expertise with reasonably similar projects.
- Comprehensiveness of proposed services.
- Price.

All information will be reviewed carefully. The GMVLB reserves the right to select the contractor whom is evaluated to be best qualified for the work associated with this service. 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 prior to beginning services. 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.

It is our intention to award properties to one Contractor, however, GMVLB reserves the right to split requested services based on region if necessary.

G. 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 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.

H. Submission Requirements

Complete and return the Snow Removal 2021-22 Bid Sheet.

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.

I. Submission

Please submit a printed copy of your completed bid sheet in a sealed envelope to:

**Greater Mohawk Valley Land Bank
Attn: Snow Removal 2021-22 RFP
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 Friday, October 8, 2021, at 9:30 am. Persons wishing to attend must

notify the Contact due to office 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.

J. Payment

Payment for the services 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. GMVLB shall supply Contractor with a template invoice that will list the date of service, address receiving services, amount of snow or ice at that address, and whether or not sanding/salting was performed.

The invoice shall clearly state:

1. The Contractor name;
2. Date of services;
3. The address(es) receiving services;
4. Description of work performed and how much snow/ice was present; and
5. Whether or not sanding/salting was performed.

Invoices shall be billed to: Greater Mohawk Valley Land Bank

Invoices shall be mailed to: P.O. Box 53, Little Falls, NY 13365

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.

K. Questions

Please direct all questions to John Mazzaella III, Project Manager - 315-823-0814 or johnm@gmvlb.org by Friday, October 1, 2021 at 5:00 pm. Questions and answers will be shared with all respondents on Monday October 4, 2021 in addition to being posted on our website below this solicitation. Access to the properties for inspection can be arranged by calling the Contact.

By: John Mazzaella III
Project Manager
Greater Mohawk Valley Land Bank, Inc.