



Town of Fishkill, NY

Request for Proposal

Town of Fishkill

Removal of Forgebrook Abandoned Fuel Storage Tank

RFP 2022 - 05

Proposal Due: *August 24, 2022*

Town of Fishkill
807 Route 52
Fishkill, NY 12524

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Introduction

The Town of Fishkill (Town) is soliciting Request for Proposals (RFP) to remove the abandoned / decommissioned Forgebrook Diesel Fuel Storage Tank. The Fuel Storage Tank has been isolated from the system but not yet removed.

Scope of Work

The buried Five Hundred (500) Gallon double walled fiberglass Forgebrook Fuel Storage Tank is no longer in service and needs to be removed. The Tank is already disconnected from the system and needs to be removed from its location. It should be assumed that the Tank contains diesel fuel, the amount is unknown. The area is overgrown with vegetation and trees. The Town is requesting proposals from qualified licensed Contractors to perform the necessary work to safely remove the Tank and remaining piping and components completely from the site.

The scope of work includes:

- Inspecting the work area prior to performing any work.
- Ensuring all power associated with the Tank is disconnected.
- Testing the integrity of the supply piping and the Tank prior to removal.
- Removal of all trees and vegetation and other interferences that impede the removal of existing underground piping and the Tank.
- Testing the surrounding soil from the area where the Tank and piping are located.
- Excavating as necessary to remove the piping and Tank.
- Removal / draining of any fuel that may be present in the piping and Tank and properly disposing of fuel and residual.
- Sampling and testing required to properly profile the material for waste disposal.
- Cleaning and removal of all associated piping and components to the Tank and the Tank.
- Transporting the piping, Tank and all other waste and debris to the appropriate waste facility.
- Supply additional fill as necessary and backfill, grade and seed the disturbed areas.
- Finish grade to match existing grade in the surrounding area.

The Contractor shall furnish all labor, tools, materials, equipment and transportation necessary to perform the identified scope of work.

NOTE:

If soil contamination is discovered as a result of the testing, work will be halted and the Contractor will submit a Change Order to the Town for the clean-up of the area.

Qualifications of Proposer

To be eligible for a contract award, bidder must be qualified and able to provide the following:

1. Bidder must be licensed in the business of performing the identified scope of work for at least the past five (5) years.
2. Bidder must supply references from three (3) clients of which similar work and products have been provided.

3. Bidders are required to submit their insurance information with the proposal. The Town's Insurance requirements are included in **Attachment 2**. Please note that the Town will evaluate the Bidder's insurance versus the Town's requirements. If the Bidder's insurance does not completely meet the Town's requirements, **it will not** eliminate the bidder from consideration. The Town will evaluate if the bidder's insurance is acceptable for the work being performed.
4. Each field employee engaged in the work on the project shall be paid not less than the prevailing wage rate as currently reported on the New York Department of Labor or as amended pursuant to law. Bidder shall provide statutory benefits for disability, worker's compensation, unemployment benefits and social security, **PRC # 2022006739**. **The Bidder shall sign and submit with the bid the Prevailing Wage Statement included as Attachment 3.**
5. Bidder shall sign and submit with the bid a Non-Collusive Bidding Certification, included as **Attachment 4**.
6. The successful Bidder shall sign the Indemnification and Hold Harmless Agreement as part of the contract, see **Attachment 5**.
7. The successful Bidder shall sign the Sexual Harassment Prevention Certification Form as part of the contract, see **Attachment 6**.
8. **The bidders are required to comply with the provisions of Article 15 Human Rights Law of the State of New York.**

Schedule

The work is planned to start approximately mid - Summer 2022. The actual start date and schedule will be coordinated with the successful bidder.

The proposal shall include a proposed schedule / time line for the work.

Site Visit

A non-mandatory pre-bid site walkdown / visit is scheduled for Wednesday July 13, 2022 at 10:00 AM.

Participants will meet at the Tank location at:

1 Van Steuben Road
Fishkill, NY 12524.

Pricing

The contractor is required to provide a fixed price to perform the work.

The contractor is requested to provide a crew (including equipment) daily charge for regular work hours and for Overtime.

The contractor is to provide mobilization and demobilization costs for equipment and crew.

The contractor is responsible for the cost of all permits and flagging protection.

Submission of Proposal

The proposal must include a detailed description of the work they expect to perform.

The proposal must also include specification sheets for all materials that will be used.

Proposals are due by Wednesday August 24, 2022 by 2:00 pm.

Any proposals received after 2:00 PM will not be considered.

Proposals must be delivered to the Town Clerk, Becki Tompkins.

Town of Fishkill
807 Route 52
Fishkill, New York 12524

Rejection of Bid

The Town reserves the right to cancel invitations for bids or requests for proposals without penalty when it is in the best interest of the Town. Notice of cancellation shall be sent to all individuals or entities solicited. The Town reserves the right to reject any or all bids, to waive any minor informality or irregularity in any bid, to negotiate changes and/or modifications with the lowest responsible bidder and to make award to the response deemed to be the most advantageous to the Town. Bidders shall be required to comply with all applicable federal, state and local laws, including those relating to employment of labor without discrimination based on age, race, color handicap, sex, national origin or religious creed. Any bid not conforming with the specifications or requirements set forth by the Town in the bid request may be rejected. Bids may also be rejected if they are made by a bidder that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

Award of Bid

Formal bid submission shall be tabulated, and a recommendation shall be prepared by the Department Head making a purchase subject to the formal bid requirements and sent to the Finance Director for review. If an award is to be made to other than the lowest bidder or if the purchase was not included in the fiscal year budget, justification must be made in writing. The Finance Director shall send a recommendation and tabulation of all formal bids received for purchases meeting the requirements to the Village President and the Town Board for consideration of awarding a formal contract. All awards made in accordance with this Code are final determinations.

Questions

Submit questions, request for information and/or clarifications pertaining to this RFP by email to the Project Facilitators no later than 3:00 pm on August 10, 2022. Addendums providing answers and/or clarifications will be issued to all registered bidders as well as posted on the Town website.

Joe DeFrancesco
jdefrancesco@fishkill-ny.gov
(845)-831-7800 x3394

Paul Bozek
pbozek@fishkill-ny.gov
(845)-831-7800 x3905

Attachment 1

Forgebrook Fuel Storage Tank Pictures











Attachment 2

Town of Fishkill Insurance Requirements

Minimum Insurance Requirements Contractors & Subcontractors

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the Contractor/Provider shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the **Town of Fishkill** certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term “Contractor/Provider” as used in this indemnification agreement shall mean and include Subcontractors of every tier.

- 1) Commercial General Liability Policy, with limits of no less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate limits for Bodily Injury and Property Damage, and shall include coverage for:
 - A. Premises & Operations
 - B. Products/Completed Operations;
 - C. Independent Contractors;
 - D. Personal & Advertising Injury
 - E. Blanket Contractual Liability
 - F. XCU
 - G. The Town of Fishkill and their assigns, officers, employees, representatives and agents should be named as an “Additional Insured” on the policy using ISO Additional Insured Endorsement CG 20 10 11/85 or an endorsement providing equivalent or broader coverage and shall apply on a primary and non-contributory basis, including any self-insured retentions. The Certificate of Insurance should show this applies to the General Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
 - H. To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against the Town of Fishkill, assigns, officers, employees, representatives and agents.
 - I. General Aggregate shall apply separately to each project (must be on an occurrence form).
 - J. Cross Liability coverage (Commercial General Liability and Business Automobile Liability policies only).
 - K. General Liability policy must NOT contain any coverage exclusions or restrictions related to the scope of work being performed as well as injuries to employees, subcontractors, or employees of subcontractors (i.e. labor law).
 - L. Products/Completed Operations: coverage to remain in force for (2) years following completion of the project.
- 2) Worker’s Compensation and Employers Liability Policy, covering operations in New York State. A minimum of \$1,000,000 each claim, \$1,000,000 per disease and in aggregate shall be provided for Employers liability coverage. Evidence must be provided on a C-105.2. Waiver of Subrogation to be included in favor of the Town of Fishkill.
- 3) N.Y.S. Disability, covering all employees. Evidence must be provided on a DB 120.1.
- 4) Comprehensive Automobile Policy, with limits no less than \$1,000,000 Bodily Injury and Property Damage liability including coverage for owned, non-owned, and hired private passenger and commercial vehicles.

- A. The Town of Fishkill and their assigns, officers, employees, representatives and agents should be named as an “Additional Insured” on the policy on a primary, non-contributory basis. The Certificate of Insurance should show this applies to the Automobile Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
 - B. To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against the Town of Fishkill, assigns, officers, employees, representatives and agents.
 - C. If motor vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948) as well as proof of MCS 90.
- 5) Umbrella Liability, with limits of no less than \$5,000,000 Each Occurrence/\$5,000,000 Aggregate, including coverage for General Liability, Automobile, and Workers Compensation and Professional Liability (if applicable) & Pollution Liability (if applicable). Waiver of Subrogation to be included in favor of the Town of Fishkill. Coverage for the additional insured shall apply on a primary and non-contributory basis, including any self-insured retentions.
 - 6) Property Insurance, the Contractor shall cover materials being installed onsite, in transit, and/or at any other location.
 - 7) Professional Liability (if applicable), with limits no less than \$2,000,000. Per Claim / \$2,000,000 Aggregate. If a retroactive date is used, it must pre-date the inception of the contract. Town of Fishkill to be included as an additional insured on a primary, non-contributory basis and a waiver of subrogation needs to be included in favor of the Town of Fishkill. Coverage shall remain in effect for two years following the completion of work. If the architect or engineer is providing or managing environmental services, the errors & omissions policy must be endorsement to include coverage for these services.
 - 8) Contractors Pollution Liability (if applicable), with limits of no less than \$2,000,000 Per Claim / \$2,000,000 Aggregate. Contractor shall maintain and cause its Subcontractors doing such work to maintain Contractors Pollution Liability Insurance including coverage for third-party liability claims covering any environmental claims, liabilities, loss or damage, including property damage, bodily injury, disease, transporter liability and properties contaminated during transportation caused by pollution conditions that arise from the operations of the Contractor and its Subcontractors of every tier. Such insurance shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants (including asbestos), including any loss, cost or expense incurred as a result of any cleanup of pollutants (including asbestos), or in the investigation, settlement or defense of any claim, action, or proceedings arising from the operations under the Contract. Such insurance shall be in the Contractor’s name and name the Town of Fishkill as an additional insured on a primary, non-contributory basis including a Waiver of Subrogation in favor of the Town of Fishkill. Additional Insured coverage shall be at least as broad as provided to the Contractor for this Project. If such insurance is written on a claims-made policy, such policy shall have a retroactive date on or before the effective date of this Contract, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three (3) years from the time the Work under this Contract is completed.
 - 9) Bid, Performance and Labor & Material Bonds, if required in the specifications, these bonds shall be provided by a New York State admitted Surety Company, in good standing.

- 10) Owners & Contractors Protective Liability: \$2,000,000 Per Occurrence / \$2,000,000 Aggregate with the Town of Fishkill as the named insured, and maintained during the life of this contract which will protect the Town of Fishkill from claims for damages for personal injury, liability, accidental or wrongful death, as well as property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either party.
- 11) Certificates shall provide that thirty (30) days written notice prior to cancellation or expiration be given to the Town of Fishkill. Policies that lapse and/or expire during term of work shall be recertified and received by the Town of Fishkill no less than thirty (30) days prior to expiration or cancellation.

The Contractor/Provider shall furnish to the Town of Fishkill Certificates of Insurance as evidence of coverage prior to commencement of work and naming the Town of Fishkill as an Additional Insured **by endorsement**. The Contractor/Provider acknowledges that failure to obtain such insurance on behalf of the Town of Fishkill constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town of Fishkill. The failure of the Town of Fishkill to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Town of Fishkill.

The cost of furnishing the above insurance shall be borne by the Contractor/Provider, there will be no direct payment for this work. Cost will be deemed to have been included in the price bid for all scheduled items.

All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.

Attachment 3

(To be submitted with bid)

PREVAILING WAGE SCHEDULE

FOR ARTICLE 8, SECTION 220 PUBLIC WORK PROJECTS or ARTICLE 9, SECTION 230 BUILDING SERVICE PROJECTS

A unique Prevailing Wage Case Number has been assigned to the schedule for this project. Updated PDF copies of your schedule can be accessed by entering the assigned PRC number at the proper location at:

<http://wpp.labor.state.ny.us/wpp/doPublicNewProject.do>

PRC No (to be determined)

CERTIFIED PAYROLLS - WAGE RATES

In accordance with the New York State Labor Law every contractor should submit to the Town of Fishkill their original certified payroll records for work performed in conjunction with this project within thirty days after issuance of the first payroll, and every thirty days thereafter (if applicable) a transcript of the original payroll record subscribed and affirmed as true under penalties of perjury. Payment cannot be made to contractors until the Town has received the Certified Payroll(s). In addition, contractors will be responsible for posting, in a prominent and accessible place on the site of the job, a legible statement of all wage rates and supplements. For your information, the contract requirements and prevailing wage rate schedule, with a detailed explanation concerning your obligations under the New York State Labor Law has been included in this proposal.

An increase in wage rates can only be allowed during the term of this contract if the NYS Department of Labor publishes new wage rates for the trades designated in these specifications. Any increase in the hourly rate will be limited to the difference between the hourly rates contained in these specifications compared to those issued after this bid awarded.

Corporations, partnerships and sole proprietors submitting proposals are hereby informed that ALL personnel working on this project must be paid the prevailing rate, or above, in accordance with the current NYS Labor Laws in effect during the course of the project. This includes all owners, partners, and other management and other employees as required.

NOTE: Vendors currently on the NYS Labor Department Debarred List will not be considered for award of this contract. By submitting a bid for consideration, the vendor is indicating to the Town that they are currently in good standing with the NYS Department of Labor at the time of the bid or quote.

ENFORCEMENT OF LABOR LAW SECTION 220

In addition to any enforcement action taken by the Federal or New York State Departments of Labor, the Dutchess County District Attorney's Office shall pursue enforcement of violations of New York State Labor Law Section 220, conviction of which is punishable by fine or imprisonment or both.

ACCEPTANCE OF LABOR LAW SECTION 220

In preparing the attached bid, I (we) have read, understand and acknowledge the requirements of Labor Law Section 220, and if awarded this bid, I (we) shall comply with all Federal, State and Local wage and labor requirements, including Section 220 of the Labor Law, and the Dutchess County Procurement Process.

This _____ day of _____, 2019

Company Name: _____

By: _____

Title: _____

Attachment 4
(To be submitted with bid)

Non-Collusion Statement

NON-COLLUSIVE BIDDING CERTIFICATION

General Municipal Law Sec 103-d

“(a.) 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 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 bid have been arrived at independently without collusion, consultation, communications, or agreement, for restricting competition, as to any matter relating to such prices with any other bidder with 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 opening, directly or indirectly, to any other bidder or to any competitor; and**
- 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.”**

Company: _____

Name: _____

Title _____

Signature: _____

Date: _____

Attachment 5
(To be signed with the contract)

Indemnification and Hold Harmless Agreement

To the fullest extent permitted by law, Contractor/Subcontractor will indemnify and hold harmless the Town of Fishkill, it's officers, representatives, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including reasonable legal fees and all court costs and liability (including statutory liability) arising in whole or in part and in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of Contractor/Subcontractor, it's officers, directors, agents, employees, and subcontractors, in connection with the performance of any work by or for Contractor/Subcontractor pursuant to any contract, Purchase Order and/or related Proceed Order. Contractor/Subcontractor will defend and bear all costs of defending any actions or proceedings brought against the Town of Fishkill, their officers, representatives, agents and employees, arising in any employee of the Contractor/Subcontractor and shall not be limited in any way by an amount or type of damage, compensation, or benefits payable under any applicable worker's compensation, disability benefits or other similar employees benefit act.

The Contractor/Subcontractor hereby expressly permits the Town of Fishkill to pursue and assert claims against the Contractor/Subcontractor for indemnity, contribution and common law negligence arising out of claims for damages for death and personal injury.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Nature-Scope of Work Being Performed: _____

Attachment 6

(To be signed with the contract)

Contractor's Competitive Bid Statement Regarding Sexual Harassment Prevention and Training

In accordance with the New York State Human Rights Law (codified in Chapter 15 of the New York State Executive Law), the undersigned contractor hereby certifies that is has (1) implemented a written policy addressing sexual harassment in the workplace and (2) provides annual sexual harassment prevention training to all of its employees.

Company: _____

Name: _____

Title: _____

Signature: _____ **Date:** _____

Nature/Scope of Work Being Performed: _____



TOWN OF FISHKILL, NY

NOTICE OF REQUEST FOR PROPOSAL RFP 2022-05

Request for Proposal

The Town of Fishkill is soliciting sealed proposals to provide all labor, equipment, materials, testing transportation and other such services necessary to remove the underground abandoned 500 gallon fiberglass diesel fuel tank at the Forgebrook Pump Station. The Tank was abandoned when a new above ground tank was installed inside the pump station. The Town of Fishkill will not purposely eliminate any company from bidding, however, there are specifications that must be met. Taxes should not be reflected as the Town of Fishkill is tax exempt.

Effective 9:00 AM, Tuesday June 21, 2022, a Request for Proposal (RFP) may be obtained either in person at Town Hall, Town Clerk's Office or electronically by emailing the Town of Fishkill Project Facilitators Joe DeFrancesco and Paul Bozek at jdefrancesco@fishkill-ny.gov. and pbozek@fishkill-ny.gov.

The requestor / proposer must provide the legal company name, address, telephone number, representative name and email address when either picking up in person or via email.

There will be a non-mandatory pre-bid site visit on Tuesday, July 13, 2022 at 10 AM. Participants are to meet at:

**1 Van Steuben Road
Fishkill, NY 12524**

Any and all questions, clarifications, or requests shall be provided in writing to the Town of Fishkill Project Facilitators Joe DeFrancesco and Paul Bozek via email at jdefrancesco@fishkill-ny.gov. and pbozek@fishkill-ny.gov.

All questions, clarifications, and requests, together with answers, if any, will be provided to all firms that have indicated an interest or intention to submit statements. However, the names of any firms submitting any questions, clarifications, or requests will not be disclosed until after the deadline for submitting Proposals. The Town reserves the right to respond or not respond to any questions, clarifications, or requests.

The data herein is provided without warranty or representation as to accuracy. Each proposer is directed and encouraged to make any and all examinations independently; to verify any and all

examinations independently, and not to rely solely on the information stated herein, which is to be used only as a general guide.

Sealed proposals will be accepted until Thursday August 24, 2022 at 2:00 P.M. at the Town of Fishkill Town Clerk's Office, 807 Route 52, Fishkill, NY 12524 and will be opened on the same day. No proposals will be accepted after the appointed time. No other distribution of proposals will be made by the Proposer. All Proposal copies must be signed in ink and in longhand by an official authorized to bind the Proposer. The Town of Fishkill reserves the right to reject any or all proposals, with or without cause. Awarding of the contract will take place at a regular monthly meeting of the Town of Fishkill.

Should your firm be interested in submitting a proposal, submit the signed and sealed proposal with the requested / required information in the RFP, marked on the outer envelope as **REMOVAL OF FORGEBROOK ABANDONED FUEL STORAGE TANK**, and mail or deliver to:

Becki Tompkins, Town Clerk
Town of Fishkill
807 Route 52
Fishkill, New York 12524
(845) 831-7800 x3333
FAX (845) 831-6040
btompkins@fishkill-ny.gov