

REQUEST FOR PROPOSALS

FOR

FLOOD BARRIERS DEPLOYMENT

AT

BATTERY PARKING GARAGE
56-80 GREENWICH STREET NEW YORK, NY

Solicited By:
LAZ Parking
New York & New Jersey, LLC
333 West 39th Street Suite 602
New York, NY 10018

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Section One: Introduction

LAZ Parking New York & New Jersey LLC

LAZ Parking is now accepting proposals for Flood Barriers deployment at the Battery Parking Garage.

LAZ offers opportunities for firms through a public solicitation known as a "Request for Proposals" (RFP). LAZ's objective in issuing an RFP is to publicly offer and promote specified competitive bids or proposals. The goal of the RFP process is to attract strong and viable proposals.

LAZ's selection criteria include the financial strength, demonstrated management expertise, business plan and track record of the Consultant, as well as the bid or offer. The RFP, therefore, requires the completion of an extensive application.

The *Contractor's Qualification Statement* (CQS) must be filled out completely; incomplete CQS forms will be returned and may disqualify a proposal.

Section Two: Request for Proposals-Rules & Regulations

The Property: This RFP booklet is accompanied by the *Scope of Services* to be performed at the Battery Parking Garage.

Due Date: Each proposal must contain three (3) copies of all Submission Documents described on the next page. The proposal must be delivered in a sealed envelope to LAZ's New York office on or before April 12th at 3 PM, (the "Deadline") at which time they shall be opened in the presence of MTA representative David Soliman or another authorized designee. Envelopes must be addressed as follows:

LAZ Parking NY/NJ LLC
Battery Parking Garage Flood Barriers Deployment
333 West 39th Street Suite 602
New York, NY 10018

**Submission
Requirements:**

Proposals must include the following:

1. A complete *Contractor's Qualification Statement*.
 2. Fully-executed *Bid Guarantee*.
 3. A proposed Contract.
 4. A description of the method and schedule to regularly provide Flood Barriers Deployment.
 5. A proposal of the cost of the work.
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Proposal Bid: If the Consultant selected for an award fails to execute a signed contract on the basis of the terms submitted in the proposal, LAZ can cancel or withdraw the notice of award without further obligation.

Withdrawal Of Proposals:

After the deadline, proposals shall be considered an offer and may not be withdrawn until at least 90 days after the deadline as specified.

Site Visit:

March 29th at 1 PM. Meet in the lobby of the Battery Parking Garage at 70 Greenwich Street in lower Manhattan. Final questions are due no later than April 5th 3 PM. Questions submitted after this deadline will not be accepted.

All Consultants are encouraged to attend and may bring a project engineer familiar with the scope of work. After the deadline, proposals shall be considered an offer and may not be withdrawn until at least 90 days after the deadline as specified.

Selection Criteria:

LAZ shall consider the following criteria in evaluating proposals:

1. **Business Experience:** Appropriateness will be evaluated on the basis of length of experience and areas and levels or responsibilities.
 2. **Financial Qualifications:** The creditworthiness of the Consultant will be evaluated to assure LAZ that the Consultant can handle the scope of work in a timely manner.
 3. **Cost of Providing Flood Barriers deployment.** All escalation costs shall be included in the proposal.
 4. **Term of contract to be 3 years, non-renewable.**
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Conditions:

1. A confidentiality agreement will be required for receipt of all plans which shall remain the exclusive property of MTA/TBTA.
 2. Once submitted, a proposal becomes the property of LAZ and constitutes an offer by the Consultant that may not be revoked until the 90th day after the deadline, and thereafter only in writing. No proposal shall be deemed granted and no rights whatsoever shall accrue to the Consultant or any other person against LAZ or any affiliate or subsidiary thereof, nor shall there be deemed to be an executed contract for any project unless and until a fully executed contract is delivered to the consultant.
 3. **Insurance:** Please see the section of this booklet entitled "Type of Insurance Required by the Successful Bidder" for all insurance requirements.
 4. **Termination:** LAZ reserves the right to terminate the Contract.
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Non-Discrimination:

LAZ will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, handicap or marital status in accepting, reviewing, and evaluating proposals

Section Three: Type of Insurance Required by the Successful Bidder

- I. **Insurance:** Consultant shall maintain, at its sole expense:
 - A. Workers' Compensation Insurance including Employer's Liability. Such insurance shall fully comply with the Worker's Compensation law(s) of the state(s) in which operations or work related to this Agreement is to be performed.
 - B. Commercial General Liability Insurance including Products/Completed Operations coverage and Contractual Liability coverage, with a Combined Single Limit of at least \$2,000,000 per Occurrence for Bodily Injury and Property Damage. Such insurance shall (1) be underwritten by insurers acceptable to LAZ; (2) name LAZ Parking New York/New Jersey LLC., Metropolitan Transportation Authority, Metropolitan Transportation Authority Bridges And Tunnels, City and State of New York and their subsidiaries and their officers, directors and employees as additional insureds (the "Insured's") for the full policy limit; (3) provide for a waiver of subrogation with respect to any additional insured's; (4) specifically state the indemnification agreement of this contract is insured as a contractual obligation for the insurer; and (5) provide that the insurer shall give LAZ at least sixty (60) days advance written notice, by certified mail, return receipt requested, of any adverse change, or any cancellation or non-renewal of such insurance and that any adverse change, cancellation or non-renewal shall not apply to the interest of the additional insured for sixty (60) days following receipt of such notice.
 - C. Automobile Liability Insurance with a Combined Single Limit of at least \$1,000,000 per occurrence for bodily Injury and Property Damage. Such insurance shall be (1) underwritten by insurers acceptable to LAZ; (2) name the Insured; (3) apply to any automobile; and (4) provide that the insurer will provide LAZ with at least sixty (60) days advance written notice, by certified mail, return receipt requested, of any cancellation or non-renewal of such insurance. Such notice to be given by certified mail, return receipt requested to the address herein below set forth.

The Consultant will provide LAZ with a Certificate of Insurance evidencing the maintenance of the insurance required above. The Certificate of Insurance shall (1) show the total limit of liability of all policies; (2) reference this contract on the Certificate of Insurance; and (3) be signed by an authorized representative of the insurance carrier.

NOTIFICATION LIST OF CERTIFICATE OF INSURANCE POLICY

II. Notice: Any notice to be served pursuant to this contract shall be delivered by either (i) personal delivery or (ii) U.S. Certified Mail, Return Receipt Requested, postage pre-paid, addressed as follows:

If to LAZ Parking:

LAZ Parking New York/New Jersey LLC.
333 West 39th Street Suite 602
New York, NY 10018
Attn: Cristian DeLeon, Regional Director NY/NJ

With a copy to:

LAZ Parking LLC.
15 Lewis Street, 5th Floor
Hartford, CT 06103
Attn: Laura Gorman, Insurance Compliance and Contract Administrator

And:

Metropolitan Transportation Authority
2 Broadway, 21st Floor
New York, NY10004
Attention: Director, Risk Management

Section Four: Contractor's Qualification Statement

SUBMITTED TO:

SUBMITTED BY:

Firm: _____

Address: _____

City: _____

State: _____

PROJECT: _____

Zip: _____

Phone: _____

HAS FIRM EVER WORKED FOR THIS OWNER ON OTHER PROJECTS? Yes No

TYPE OF FIRM:

- Corporation Partnership Individual Other (provide explanation)
 Closed Shop Open Shop Minority Business Enterprise
 Woman Owned Business Enterprise

Type of MBEWBE certification: _____

If your organization is a corporation, answer the following:

Date of incorporation: _____

State of incorporation: _____

President's name: _____

Vice-president's name(s): _____

Secretary's name: _____

Treasurer's name: _____

If your organization is a partnership, answer the following:

Date of organization: _____

Type of partnership (if applicable): _____

Name(s) of general partner(s): _____

If your organization is individually owned, answer the following:

Date of organization: _____

Name of Owner: _____

Years in business as Contractor under present firm name: _____

Under what other or former names has your organization operated?

Number of Employees: _____ Office: _____ Field: _____

TYPE OF WORK:

Structural Restoration Masonry Restoration

Bonding Company: _____

Suppliers: _____

Other: _____

FINANCIAL STATEMENT:

C.P.A. Firm: _____

Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items: assets, debts, and unencumbered net worth.

Is the attached financial statement for the identical organization named on page one?

Yes No

If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiidiary).

THE ANSWERS TO THE FOREGOING QUESTIONS AND ALL STATEMENTS HEREIN CONTAINED ARE TRUE AND CORRECT

Firm: _____

By: _____

Signature: _____

Title: _____

Date: _____

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

State of _____ County of _____

_____ Being duly sworn deposes and says that he is

of _____ and that the answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20____.

(Notary Public)

My commission expires: _____

Bid Guarantee

The information in this proposal is correct to the best information, knowledge and belief of the undersigned.

Contractor

Signature

Title

Witness

Address

State of _____, County of _____.

On this _____ day of _____, 20__ before me personally known who did depose and say that he_of
, The Corporation/Partnership/Individual described in and which executed the foregoing instrument and
that such instrument is duly on behalf of

Notary Public

Section Five: Scope of Work for Flood Barriers deployment at the Battery Parking Garage

In the event of an imminent storm surge;

The Contractor is required to provide all labor tools and incidentals to:

- Properly erect storm barriers on Morris St. garage entrances and exits (7 locations) leak free when the need arises. This is in anticipation of any predicted storm surges and the Contractor will be notified at least 24 hours in advance.
- Remove and store barriers in their designated location at the end of an event
- Test barriers for leaks and proper seating once per year (August) to ensure water tight seal and ease of erection

Barriers are made of Aluminum and neoprene rubber seal (P811(SC 42UL) X 2" X 25') is used around the edges. Following size bolts and screws are used to install barriers (Bolts 1/4" x 1" Screws 1/4" x 1-1/4").

See attachment A for drawings.

Payment

Payment shall be made at a Lump Sum Price bid, which price shall be full compensation for all supervision, labor, materials, and equipment necessary to satisfactorily complete the work.

Contractor shall perform inventory of all barriers, including bolts and screws at their respective locations to ensure that they are properly stored for future deployment. Contractor shall provide a written report at the end each leak test.