

# INCORPORATED VILLAGE OF SEA CLIFF

## Mayor

Elena Villafane, Esq.

## Trustees

Tannaz Nasirzadeh-Balooch

Nicholas Pinto

Mark Sobel

James Versocki



## Village Administrator

Bruce P. Kennedy

## Village Clerk

Sarah Beaudin

## Village Justice

Robin S. Maynard

## Counsel

Brian S. Stolar, Esq.

March 29, 2024

## Request for Proposal (RFP) - Property Cleanup Services CONTRACT #CE-2024-001

### Introduction

The Village of Sea Cliff ("Sea Cliff") is seeking proposals from qualified and licensed contractors for the cleanup and restoration of a property located at 4 Dubois Court, Sea Cliff, NY.

### Project Description

The subject property is in need of extensive cleanup and restoration. The scope of work includes, but is not limited to:

- *Removal of debris:* This includes all trash, garbage, rubbish, and litter from the property.
- *Removal of fallen trees and branches:* All fallen trees and branches must be removed and disposed of properly.
- *Removal of abandoned vehicles and vehicle parts:* Two abandoned vehicles and any associated vehicle parts must be removed from the property and disposed of in accordance with all applicable laws and regulations.
- *Vegetation removal and maintenance:* All unmaintained bushes, trees, grass, and weeds must be removed and disposed of properly. The remaining vegetation must be trimmed and maintained to a neat and orderly appearance.
- *Hazardous material removal:* The contractor must identify and safely remove any hazardous or dangerous materials that may be found on the property. This may include, but is not limited to, asbestos, lead paint, or unidentified containers. Proper disposal of these materials must be documented.
- *Site restoration:* The contractor is responsible for leaving the property in a clean and safe condition. This may include grading, leveling, and seeding the property as needed.
- *Barrier Fence:* The contractor is required to provide and install a 5 foot chain link fence surrounding the property with a locked gate to restrict access to the premises.

### Contractor Qualifications

All proposals must be submitted by licensed and insured contractors with experience in property cleanup and restoration projects of similar scope.

Post Office Box 340 • 300 Sea Cliff Avenue • Sea Cliff, NY 11579

(516) 671-0080 phone • (516) 671-6508 fax • [info@seacliff-ny.gov](mailto:info@seacliff-ny.gov) email • [www.seacliff-ny.gov](http://www.seacliff-ny.gov) website

**Minimum requirements:**

- Valid business license in the State of New York and Nassau County
- General Liability Insurance with a minimum coverage of \$1,000,000 (see attached requirements)
- NYS Workers' Compensation Insurance
- Experience with hazardous material removal (if applicable)
- References from previous clients for similar projects

**Proposal Requirements**

Proposals should be submitted in writing and address the following:

1. Company name, address, phone number, and email address
2. Contact person for the project, including name, title, phone number, and email address.
3. A detailed plan outlining the approach to the project, including the methodology for debris removal, vegetation management, hazardous material handling (if applicable), and site restoration.
4. A timeline for completing the project.
5. An all-inclusive cost breakdown for the project, including labor, materials, disposal fees, and permitting (if applicable).
6. List of any subcontractors who will be involved in the project and their qualifications.
7. Proof of insurance as outlined in section 3.
8. References from at least three previous clients for similar projects.

**Submission Process**

Proposals must be submitted electronically to [bkennedy@seacliff-ny.gov](mailto:bkennedy@seacliff-ny.gov) no later than May 15, 2024, at 1PM.

**Selection Process**

The Village will review all proposals and select the contractor who best meets the qualifications and requirements outlined in this RFP. The selection will be based on a combination of factors, including:

- Experience and qualifications of the contractor.
- Proposed approach to the project
- Timeline for completion
- Cost proposal
- References

**Questions**

All questions regarding this RFP should be submitted in writing to [bkennedy@seacliff-ny.gov](mailto:bkennedy@seacliff-ny.gov) no later than May 1, 2023, at 3:30PM.

**Disclaimer**

The Village reserves the right to reject any or all proposals and to waive any irregularities in the submission process.

# **Incorporated Village of Sea Cliff**

## **Insurance and Indemnification Requirements for Independent Contractors/Sub-Contractors**

The CONTRACTOR shall maintain at a minimum the following insurance giving evidence of same to the OWNER **on the Acord form Certificates of Insurance, Acord Form 855 – New York Construction Certificate of Liability Insurance Addendum; copy of the Additional Insured Endorsements; provide 30 days’ notice of cancellation, non-renewal or material change; C105.1 form or State Insurance Fund Certificate or Self-Insured SI-12 for Workers Compensation and DB120.1 Certificate for NYS Disability.** The insurance coverage limits set forth in Schedule below are minimum coverage requirements, not limitations of liability. New York State licensed admitted carrier is preferred; any non-licensed/non-admitted carriers will be accepted at Incorporated Village of Sea Cliff’s discretion. The insurance carrier must have an A.M. Best Rating of at least A- IX. All subcontractors must adhere to the same insurance and indemnification requirements.

**Certificate Holder for all policies: Incorporated Village of Sea Cliff  
300 Sea Cliff Avenue  
Sea Cliff, NY 11579**

### **Description Box to read:**

**Incorporated Village of Sea Cliff**, all elected and appointed officials, employees and volunteers of the Village, are included as additional insureds per the General Liability including Contractual Liability and Products and Completed Operations, Automobile Liability and Excess Liability. Insurance Coverage is to be primary and non-contributory to any insurance carried by any additional insured. Waiver of Subrogation is included on the Workers Compensation and General Liability in favor of the Additional Insureds.

#### **I. Workers Compensation**

Coverage	Statutory
Extensions	Voluntary Compensation Employers Liability – Unlimited in the State of New York Waiver of Subrogation in favor of <b>Incorporated Village of Sea Cliff</b>

#### **II. New York State Disability and Paid Family Leave**

Coverage	Statutory New York State Benefits
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#### **III. Commercial General Liability**

Coverage and Limits	Occurrence – ISO Form CG2001 10-01 or Equivalent
	General Aggregate \$2,000,000
	Products & Completed Operations \$2,000,000
	Personal & Advertising Injury \$1,000,000
	Per Occurrence Limit \$1,000,000
	Damage to Premises Rented To You \$ 100,000
	Medical Expense \$ 5,000

Additional Insured	<b>Incorporated Village of Sea Cliff, all elected and appointed officials, employees and volunteers, using ISO Form CG2026 or equivalent including products and completed operations coverage ISO Form CG2037 or equivalent. Additional Insured coverage on a primary and non-contributory basis.</b>
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Extensions – Mandatory	
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- Aggregate Limits to apply per project.
- Full Contractual Liability extending to Hold Harmless Agreement.
- Contractual Liability Insurance is afforded per the definition of “insured contract” as defined in Form CG0001 with no endorsements that amend or restrict the definition of “insured contract”.
- The general liability is to be primary and non-contributory to any insurance carried by any additional insured.
- The general liability must not include any exclusion, limitation or restriction pertaining to interior or exterior work height; “action over” type claims; or “injury to employee or subcontractor” exclusions, nor any exclusions for Claims that fall within the Purview of New York Labor Law Sections 200, 240 & 241.
- Waiver of Subrogation in favor of all additional insureds.

IV. **Automobile Insurance**

Limit

\$1,000,000. Combined Single Limit

Additional Insured

**Incorporated Village of Sea Cliff, all elected and appointed officials, employees and volunteers**, on a primary and non-contributory basis.

The automobile liability is to be primary and non-contributory to any insurance carried by any additional insured.

V. **Umbrella Liability**

Coverage

Umbrella Form or Excess Follow Form of primary general liability and auto liability

Limit

\$5,000,000.

Additional Insured

**Incorporated Village of Sea Cliff, all elected and appointed officials, employees and volunteers**, on a primary and non-contributory basis.

**Incorporated Village of Sea Cliff**

**INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

The INDEPENDENT CONTRACTOR/VENDOR shall indemnify, hold harmless and defend the **Incorporated Village of Sea Cliff**, its officers, employees, and/or agents from any and all liability, damage, loss, claims, demands and actions of any nature whatsoever, for any reason whatsoever, foreseeable or unforeseeable, which arises out of or is connected with, or is claimed to arise out of to be connected with, any undertaking, product, goods, merchandise, products, services sold and/or work supplied, furnished or performed by the INDEPENDENT CONTRACTOR/VENDOR or its subcontractors and/or agents, on account of personal injury, death or property loss to the **Incorporated Village of Sea Cliff**, its officers, employees, agents or to any other persons, third parties, or property, but shall not include claims resulting from the gross negligence or willful misconduct of **Incorporated Village of Sea Cliff**. This indemnity and hold harmless is intended to be as broad as is permitted by law and to include claims of every kind and nature – for tort, under contract, for strict liability or other liability without fault, under statute, rule, regulation or order, and otherwise.

**The indemnification** provided by this Agreement shall be a continuing right to indemnification and shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement the \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
INDEPENDENT CONTRACTOR/VENDOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
(Please Print Name and Title)