

REQUEST FOR PROPOSALS

FOR

MAINTENANCE OF THE OVERHEAD GATES

AT THE

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
333 West 39th Street, Suite 602
New York, NY 10018**

LAZ Parking is now accepting proposals for regular maintenance of the overhead gate system 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 Contractor, 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 –
56-80 Greenwich Street, New York, NY 10006

Due Date: Each proposal must contain three (3) copies of all Submission requirement listed on the next page. The proposal must be delivered in a sealed envelope to LAZ's New York office on or before December 2nd at 3 PM, (the "Deadline") at which time they shall be opened in the presence of a MTA representative or another authorized designee. Envelopes must be addressed as follows:

LAZ Parking NY/NJ LLC
Attn: Salik Syed
Overhead Gates Maintenance at the BPG
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 provide maintenance regularly for the overhead gates at the BPG.
 5. A proposal of the cost of the work.
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Proposal Bid: If the Contractor selected for an award fails to execute a signed contract based on 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:

November 17th 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 November 25th 3 PM. Questions submitted after this deadline will not be accepted.

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 Contractor will be evaluated to assure LAZ that the Contractor can handle the scope of services in a timely manner.
 3. **Cost of Providing Maintenance for the Overhead Gate Systems.** 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/MTA Bridges and Tunnels.
 2. Once submitted, a proposal becomes the property of LAZ and constitutes an offer by the Contractor 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 Contractor 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 Contractor.
 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 based on 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:** Contractor 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 Contractor 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.
One Financial Plaza, 14TH Floor
Hartford, CT 06103
Attn: Insurance Director

With a copy to:

LAZ Parking LLC.
One Financial Plaza, 14TH Floor
Hartford, CT 06103
Attn: 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 MBE/WBE 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:

Specialty Doors
Motorized Systems

General Construction
 Other

(Please specify)

PROJECT MANAGERS, FIELD SUPERINTENDENTS AND CONSTRUCTION EXPERIENCE:

Name: Title Yrs w/ Firm Yrs Experience

(use explanations section for additional space if needed)

OFFICERS, PARTNERS OR OWNERS AND CONSTRUCTION EXPERIENCE:

Name: Title Yrs w/ Firm Yrs Experience

FIVE LARGEST CONTRACTS COMPLETED WITHIN THE LAST FIVE YEARS:

Project Owner's Representative & Phone Number Contract Amount

\$

\$

\$

\$

FIVE LARGEST PROJECTS COMPLETED IN LAST FIVE YEARS:

Project Owner's Representative & Phone Number Contract Amount

\$

\$

\$

\$

Average annual billing for last five years: \$

Last year's billing: \$

MAJOR PROJECTS UNDER CONTRACT:

Project	% Complete & Completion Date	Arch/Engr	Contract Amount
_____	_____	_____	\$
_____	_____	_____	\$
_____	_____	_____	\$
_____	_____	_____	\$
_____	_____	_____	\$
_____	_____	_____	\$
_____	_____	_____	\$
Total projects under contract: (including those not listed above)			\$

CURRENT CONTRACTS ON WHICH FIRM IS A CANDIDATE FOR CONTRACT AWARD:

HAS FIRM EVER FAILED TO COMPLETE A CONTRACT? Yes No

HAS ANY OFFICER, PARTNER OR OWNER OF FIRM EVER BEEN AN OFFICER, PARTNER OR OWNER OF ANOTHER FIRM WHEN IT FAILED TO COMPLETE A CONTRACT? Yes No

HAS FIRM HAD ANY SUB-CONTRACTOR FAIL TO COMPLETE A CONTRACT IN LAST FIVE YEARS? Yes No

ARE THERE ANY JUDGMENTS, CLAIMS, ARBITRATION PROCEEDING OR SUITS PENDING OR OUTSTANDING AGAINST FIRM OR ITS OFFICERS? Yes No

HAS FIRM BEEN A PARTY TO ANY LAWSUITS IN LAST FIVE YEARS? Yes No

(if answer to any of above questions is yes, provide explanation)

REFERENCES:

Banks: _____ Account Numbers: _____

Agent Phone Number

Insurance Company: _____

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-subsidiary).

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

Firm: _____

By: _____

Title: _____

Signature: _____

Date: _____

(corporate seal)

Attest: _____

EXPLANATIONS: _____

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 Services to Provide Maintenance for the Overhead Gates at the Battery Parking Garage

I. Introduction and Overview

LAZ Parking ("LAZ") is requesting proposals for the maintenance and repair of the Overhead Gates at the Battery Parking Garage. The Contractor shall supply all the labor, material, and equipment necessary to perform standard preventative maintenance, normal, and emergency repairs on overhead gates located at the Battery Parking Garage, detailed under "II. Facilities". The overhead gates are listed under "III. Scope of Services, A. Technical Specifications". In secured areas, where access is limited, Work performed by the Contractor shall be allowed during specified hours only which will be arranged by LAZ.

II. Facilities

The Battery Parking Garage, consisting of the Original Garage and the Garage Addition, are located at the primary addresses of: 56-80 Greenwich Street, New York, NY 10006

With other entrances and exits at or near the following addresses:

- 20 Morris Street, New York, NY 10006
- 81 Washington Street, New York, NY 10006

III. Scope of Services

The scope of services for the maintenance of existing overhead gates at the Battery Parking Garage for 3 years shall consist of the following:

- Standard Preventative Maintenance
- Normal Maintenance
- Emergency Repairs

A. Technical Specifications:

1. The BPG facility is equipped with (18) overhead gates in total: (4) gates at the Greenwich Street entrance and exit; (5) at the Washington Street entrance and exit; (4) at the Morris Street entrance and exit; and (5) internal, dividing the Original Garage from the Garage Addition.
2. All overhead gates include, but not limited to: motor assemblies, chains, safety cables and switches, which must be inspected and tested at least twice (2x) per year for functionality and ease of operation.

B. Preventative Maintenance Requirements:

1. Checklists – A preventative maintenance checklist shall be utilized and maintained by the Contractor and submitted annually to the Garage Manager. An annual Preventative Maintenance Schedule shall be submitted (10) days prior to the month the preventative maintenance is to be performed.
2. Inspections – The Contractor shall visually inspect all components at each overhead gate to make sure the gates are in good working condition. The inspection shall

include, but not be limited to: guides, guide mouths, curtain, hood, button or loop activated control circuits, solenoids, overload protection, starters, limit switches, power disconnects, speed reducers, clutch-brake assembly, manual endless chain and safety reversing devices, end locks, drive chains and belts.

3. Cleaning and Lubricating – The Contractor shall clean accumulated grease and dirt from the surfaces and crevices of the components of each overhead gate. When completely cleaned, the Contractor shall lubricate all contacting surfaces with a thin film of grease as recommended by the Original Equipment Manufacturer (“OEM”). All drive chains shall be lubricated with roller chain lubricant. All speed reducers shall be lubricated in accordance with the OEM’s recommendations. All lubricants and motor oils shall be supplied by the Contractor and will not be paid for separately. Contractor shall be responsible for removing and discarding used grease, gear oil, oils, and the like matters in accordance with all applicable regulations. For electrically operated gates, the Contractor shall also clean and lubricate the motor according to the OEM’s recommendations attached to the motor frame.
4. Adjustments – The Contractor shall conduct tests and perform the necessary adjustments and calibrations for safe and smooth operation of the gates. The gates shall be calibrated to operate with minimum effort, noise, and to the OEM’s specifications. In addition, limit switches and drive chains shall be adjusted to the OEM’s specifications.
5. Scheduling – Inspection and testing of the Overhead Gates, at a minimum, twice (2x) per year for functionality and ease of operation. See accepted working hours noted under “C. Normal Maintenance Requirements; i – iv”.

C. Normal Maintenance Requirements:

The Contractor shall, during the term of the Contract, provide normal maintenance on all overhead gates, on an as required basis. The determination of the necessity for normal maintenance will be made by the Garage Manager.

The Contractor shall replace all parts that are missing, damaged, or worn. The replaced parts shall be new and in compliance with the OEM’s specifications, and must include test reports, country of origin, and warranty information. All reports must be submitted to the Garage Manager prior to installation of the part.

The Contractor shall perform normal maintenance, as specified:

- i. All work shall be performed during normal working hours, i.e., 8:00 A.M. to 5:00 P.M. (except emergencies)
- ii. If notified prior to 11:00 A.M., Contractor shall respond the same day and complete work within normal work hours.
- iii. If notified after 11:00 A.M., Contractor shall respond the same day, if possible, and complete work within normal work hours; OR Contractor shall respond by 8:00 A.M. the next working day and complete work within normal work hours.
- iv. No after normal hours work shall be performed without the express

authorization of the Procurement, Maintenance Supervisor or Property Manager. Any after hour work performed without said express authorization will be paid only regular hourly rates.

D. Emergency Repair Requirements:

The emergency repair of overhead gates shall take priority over all other repairs scheduled to be performed by the Contractor. The Garage Manager shall notify the Contractor by telephone and email of a specific overhead gate that needs immediate servicing. The Contractor shall provide emergency quick response, defined as: skilled technical staff trained and work-familiar with the overhead gate situation available and fully prepared for any work requirement. All emergency requests shall be responded to by the Contractor; the number or frequency of emergency service requests by the Garage Manager shall not be limited by the Contractor.

The Contractor shall provide a phone number that will be answered 24 hours a day by Contractor or designee, including after hours and/or holidays. If notified that the work is an emergency, Contractor shall respond immediately and continue the work until completed.

Charges for emergency repairs shall not be allowed under the following circumstances:

- i. If within 72 hours of a scheduled visit or due to a recurrence of the same malfunction of the same component or part previously repaired.
- ii. The Garage Manager determined that the need for such services was a direct result of the Contractor's negligence or failure to perform routine maintenance services under this Contract.

E. Service Call Report:

Prepare a service call report detailing the work performed and leave a copy of the report on site. The report shall include:

- Time of arrival
- Time of departure
- Detailed summary of the work performed
- Summary of any repairs required or recommended

IV. General Requirements

- A. The Contractor must be familiar with the OEM's technical specifications. All work shall conform to the applicable minimum standards and specifications, and in accordance with maintenance requirements included in the operations and maintenance manuals provided by the manufacturer of the overhead gates.
- B. All work shall be performed by skilled technicians, in a professional manner, to the satisfaction of the Garage Manager. The Garage Manager reserves the right to require the Contractor to remove any employee or subcontractor. Contractor shall perform all aspects of the Work set forth in these Technical Specifications and is required to train its workforce accordingly to be responsive to changes necessitated by unusual

conditions that, may occur due to special site conditions or emergencies.

- C. If during a standard preventative maintenance or authorized repair, the Contractor discovers the need to repair work other than that scheduled or a part requires rebuilding in the Contractor's shop, they shall notify the Garage Manager in writing, along with a complete cost breakdown for such repair; Contractor shall not proceed with any permanent repair work until written authorization from the Garage Manager is obtained. The Facility reserves the right to approve or disapprove any recommended repairs as it sees fit.
- D. Upon arrival to the Battery Parking Garage, the Contractor's employees and subcontractors shall report to the Garage Manager on site.
- E. All labor charges shall be billed for on-site time only. No reimbursement shall be made for travel time or expenses related to travel, including tolls and parking.
- F. Contractor's employees and subcontractors are to render all necessary repairs in a courteous and professional manner. Work areas are to be cleared of debris and left in a safe and clean condition. Debris shall be disposed of in a legal manner.

V. Record Keeping

The Contractor shall maintain a work record showing: Actual work/tasks performed; arrival and departure times of employees and equipment for each task; equipment hours and work and equipment hours used on each task; description of the work performed; the location of the work performed; and any other information required by the Garage Manager.

A work schedule and progress report shall be provided by the Contractor and shall be kept up to date so as to reflect the actual completion dates of scheduled items of work versus their schedule completion dates. In addition, the Contractor shall maintain a log, which shall be submitted to the Garage Manager on a Monthly basis, or when required by the Garage Manager. All scheduled and actual work performed by the Contractor shall be recorded in the log.

VI. Special Instructions

- A. In accordance with OSHA and New York Stat Labor Law, the Contractor shall be responsible for the compliance with applicable laws, codes, rules, regulations, and standards with respect to safety and health.
- B. Failure to provide an estimate and obtain approval before starting work or exceeding the approved estimated cost without approval will be grounds for denying payment.
- C. LAZ reserves the right to use alternate sources for completion of the work, to obtain competitive prices on any repair and to utilize any information obtained under this Contract relative to necessary materials and repairs if deem appropriate.
- D. Assignability of Contract

LAZ Parking shall have the right to assign the contract to Metropolitan Transportation Authority, Triborough Bridge and Tunnel Authority or a successor operator to LAZ Parking. Contractor shall have no right to assign the contract without the express written consent of LAZ Parking.

Payment

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

Extra work payments shall be billed after completion of the work authorized and shall be full compensation for all material, labor and incidentals to satisfactorily complete the work.