

# Request for Proposals

Tug Hill Artisan Roasters

Restore NY Project

General Construction

7514 South State Street, Lowville NY 13367

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Tug Hill Artisan Roasters is currently seeking proposals for interested and qualified vendors to provide a general contractor to 7514 S. State Street, Lowville, within the scope of work listed in sections 2.1 and 2.2 of this RFP. In addition, the vendor will be responsible for any damage to the site and site cleanup.

All proposals are to be mailed to:

Tug Hill Artisan Roasters

Attn: Scott Gilbert

7514 South State Street

Lowville, NY 13367

All proposals must be received on or before **10:00 AM on Friday, April 26, 2024**. Late proposals will not be considered.

## 1.1 Purpose/ Objective

Tug Hill Artisan Roasters is seeking proposals for the exterior improvements consisting of constructing an outdoor patio, privacy fencing, and permanent landscaping at 7514 South State Street, Lowville NY 13367.

## 1.2 Pre-proposal Site Visit and Inquiries

Bidders are required to satisfy themselves, by personal examination of the site, as to the work involved and of the difficulties likely to be encountered in the performance of work under this RFP. No place of ignorance of conditions that exist, or that may hereafter exist, or of any conditions or difficulties that may be encountered in the execution of the work under this bid as a result of failure to make the necessary examination and investigation, will be accepted as an excuse for any failure to or omission on the part of the bidder to fulfill in every respect all the requirements, specifications, etc., nor will same be accepted as a basis for any claim for extra compensation.

For your bid to be accepted, there is a pre-proposal site visit requirement. This is to ensure awareness of the proposed project site and scope. Interested parties should contact Scott Gilbert to schedule the required pre-proposal site inspection via phone at 307-216-0466 or via email at [tughillartroast@gmail.com](mailto:tughillartroast@gmail.com). A site visit log will be maintained by Tug Hill Artisan Roasters with the date, time, and names of those who conducted the site visits.

## 1.3 Minority, Women-owned Enterprises, and Service-Disabled Veteran-Owned Businesses

It is the goal of Tug Hill Artisan Roasters to achieve race and gender equality and to foster small business opportunities in the award and implementation of contracts and subcontracts. The goal is to build a diverse and prosperous group of community contractors and trained employees who can effectively compete in business while obtaining quality goods and services in a competitive, efficient, and non-discriminatory manner.

Tug Hill Artisan Roaster's goal for Good Faith Efforts for M/WBE utilization on this Restore NY project is 30%. Businesses must be listed on the NYS MWBE Directory to claim this status.

## **GENERAL DESCRIPTION AND REQUIRED PERFORMANCE OUTCOMES**

### **2.1 Anticipated Projects under this RFP:**

Primarily exterior improvements to 7514 South State Street

### **2.2 Scope of Work**

This request for proposal is for a project that has been funded with Restore NY funding and is part of a larger project that will continue to adaptively reuse the former jail site, located at 7514 South State Street, Lowville. This phase of the project is to revamp the front yard of the Old Jail into a productive outdoor gathering/eating space for the café and bakery and Downtown Lowville. Prevailing wages do not apply to this project.

The submitted proposal must include a detailed estimate breakdown for an adequate bid comparison along with a landscaping design, if different from the provided example.

Scope of Work is to include the following but is not limited to:

- Install roughly 1520 sq feet of patio pavers, with all associated labor and standard groundwork to ensure adequate patio space (6" level stone base made of 5" crushed stone, tamp heavily, apply 'concrete sand level with pipes, lightly tamp, add and level more concrete sand) or alternative to create adequate long term, outdoor commercial patio space that will withstand our unique weather.
- Perimeter privacy fencing and all associated work involved, including but not limited to removal of debris and existing fencing, digging new post holes, labor, and cleanup. Perimeter privacy fencing will be expected where indicated in Appendix C, 6' Black Metal Fencing, Pressure Treated Wood Posts, and Screening Material Installed for privacy or similar low maintenance materials.
- Sustainable landscaping around the Water Street side of the parking area, shown in Appendix C.
- Procure and install a water feature, required in proposed designs that will need to be agreed upon before installation by the owner.
- 200 Square Foot retaining wall and all site preparation and labor associated with such.
- Installation of five (5) 4" Rocka Steps and the labor and site preparation associated with the task.
- 8 perennial flowering bushes,

- 14 ornamental shrubs to soften the view of the privacy fence.
- Rubber mulch as needed to complete the landscaping, color to be determined based on availability with appropriate ground preparations to prevent weed growth.

Please refer to the following appendices to assist with the proposal development.

Appendix A-Zehr's Flowers and Landscaping Quote- 10/16/2023

Appendix B- Historic Photo Showing Porch

Appendix C- Perimeter Fencing Map

Appendix D-Rendering from Bergmann

Appendix E- Contractor's Affidavit

Appendix F- Contractor's Receipt and Waiver of Lien

### **SPECIFIC REQUIREMENTS:**

The Contractor agrees to provide services to Tug Hill Artisan Roasters as an independent contractor and not as an employee, as those terms are understood for New York and Federal law purposes. The Contractor agrees to provide for, secure, and/or be solely responsible for any and all required fees, permits, Worker's Compensation coverage, Unemployment Insurance, Disability Insurance, Social Security contributions, income tax withholding, and any other insurance or taxes, including but not limited to Federal and New York taxes, for any persons performing services pursuant to a subsequent agreement, including the Contractor, and any employees of the Contractor. The Contractor agrees to indemnify Tug Hill Artisan Roasters and hold Tug Hill Artisan Roasters harmless from any claims, suits, losses, or damages, including reasonable attorney's fees, resulting from any failure on the part of the Contractor to satisfy its obligations as stated herein.

- 3.1 The Contractor acknowledges and agrees to purchase, register, and insure any and all necessary equipment and vehicles to provide the scope of services identified. Automobile liability insurance must have a minimum limit for bodily injury and property damage of \$1,000,000 /\$3,000,000
- 3.2 The contractor acknowledges and agrees to purchase comprehensive general liability insurance with minimum liability limits of \$1,000,000 / \$3,000,000 for personal injury and property damage, and \$3,000,000 aggregate to protect against claims brought against Tug Hill Artisan Roasters, which may arise from the provision of services under a subsequent agreement. The contractor agrees to name Tug Hill Artisan Roasters as an additional primary insured.
- 3.3 The Contractor agrees to indemnify Tug Hill Artisan Roasters and hold Tug Hill Artisan Roasters harmless from any claims (including but not limited to claims under Labor Law Section 240, if applicable), suits, losses, or damages resulting from or relating to any services provided by the Contractor and/or equipment or materials used by the

Contractor, or any other person performing services pursuant to a subsequent agreement. The Contractor shall be liable to Tug Hill Artisan Roasters for any loss, damage, or destruction of any property, materials, goods, documents, or other items, including reasonable attorney's fees, resulting from or related to the negligence, or other wrongful acts of the Contractor, the Contractor's employees, or any other person performing services under a subsequent agreement. The amount of general liability insurance.

- 3.4 The Contractor may not assign, transfer, sublet, or otherwise dispose of the Agreement without the prior written consent of Tug Hill Artisan Roasters.
- 3.5 The Contractor shall complete and submit the Staffing Plan worksheet from the Office of Contractor and Supplier Diversity quarterly for the duration of the project.
- 3.6 The Contractor acknowledges and agrees to coordinate with the interior contractor and porch contractor to ensure damage does not occur.

To be clear, this will be a fixed-price contract, the price you quote in your proposal should include all expenses and be final.

### **ELIGIBLE APPLICANTS**

- 4.1 To be deemed an eligible applicant, you must be fully insured and licensed to operate said equipment.

### **BASIS OF AWARD:**

- 5.1 All proposals will be evaluated to determine if they meet the requirements of the Request for Proposals. Tug Hill Artisan Roasters may, as it deems necessary, conduct discussions with the contractor(s) it deems reasonably suspected of being selected for award, for the purpose of clarification and responsiveness to requirements. Tug Hill Artisan Roasters may assign varying weight to criteria and reserves its right to make an award based upon "best value" criteria.
- 5.2 Information gathered by the Tug Hill Artisan Roasters from the RFP, during any interviews, and any other information and factors deemed relevant by Tug Hill Artisan Roasters may be considered in a final award. Some additional information and criteria Tug Hill Artisan Roasters may consider include but is not limited to the bidder's commitment to Tug Hill Artisan Roasters, reputation of the contractor, commitment to quality of services, responsiveness, and estimated work timeline.
- 5.3 Tug Hill Artisan Roasters reserves the right to accept or reject all RFPs and to select proposals for award other than those with the lowest price(s) in consideration of the best value and best interests of the Tug Hill Artisan Roasters.
- 5.4 The Award may be made to the most responsible bidder whose proposal is determined to be in the best interest of Tug Hill Artisan Roasters and deemed to best serve Tug Hill

Artisan Roaster's needs and requirements, based on the evaluation of all information provided including an interview with Contractor and the Award Committee.

- 5.5 A successful bidder is encouraged by the Tug Hill Artisan Roasters to use in-county and/or local vendors, supply entities, and labor force in providing the services under the contract awarded for this project, but is not required to do so, nor is it a criterion in determining the award.
- 5.6 Contractors will be notified in writing of the successful award after formal acceptance by the Tug Hill Artisan Roasters.
- 5.7 A successful bidder, if awarded; will be expected to provide a final paid invoice and complete the Contractor's Affidavit and the Contractor's Receipt and Waiver of Lien Form within 15 days of final payment.

**CONTRACT PERIOD:**

It is anticipated that the contract period will begin on or about the week of May 15<sup>th</sup>, 2024, and that all work will be completed in a successive and timely manner. Even though the contract period is set to begin in May, it is anticipated that with the coordination of contractors; landscaping and patio work may not begin until well into the summer to avoid potential damage. The estimated timeline should be submitted as part of this RFP. A timeline explanation should be given for understanding the material process and sequence. The goal is to have this scope completed before the winter of 2024; however, grace would be given should coordination with the other contractors cause a much later start than anticipated.

**CONFLICTING TERMS:**

The requirements provided in this document shall govern in any conflict with any other language provided in the general "Terms and Conditions" or any other boilerplate type information. Any conflict between the specification language and any boilerplate language will be resolved in favor of the specification language.

**EXECUTORY CLAUSE:**

Any contract offered in response to this RFP shall contain the following clause: "This Contract shall be deemed executory only to the extent of funds appropriated by Tug Hill Artisan Roasters and available for the purposes of this Agreement, and no liability on account thereof shall be incurred by Tug Hill Artisan Roasters beyond the amount of such funds."

**PAYMENTS UNDER CONTRACT AWARD:**

Payments will be made by Tug Hill Artisan Roasters as specified in the winning bid proposal. Payment will be made forty-five (45) days after the submittal of a complete invoice. Any claim against the contractor may be deducted by Tug Hill Artisan Roasters from any money due him in the same or other transactions. In any case, where a question of non-performance of a contract arises, payment may be withheld in whole or in part at the discretion of Tug Hill Artisan Roasters as compensation for any loss, damage, or cost incurred by Tug Hill Artisan Roasters as a result of said non-performance.

# Appendix A

General Landscaping Plan

Deck

10

18

8'

9'

Steps

6

10

4' Entry at Ground Level.

Driveway

Retaining Wall Short

Black Chain Fence

Paver Area

Mulch Bed with Fence + Ornamental Shrubs

Existing Retaining Wall

52'

4'

6'

Retaining Wall

Mulch Bed

4' Step  
4' Step  
4' Step

Mulch Bed

Taller Retaining Wall 3'

Taller Retaining Wall 3.5'

Bench

Bench

Bench

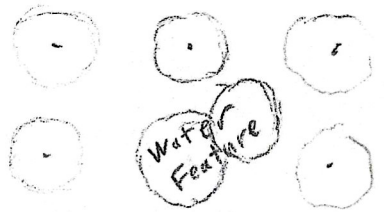
Bench

Lower Paver Pad

6'

5'

Water Feature

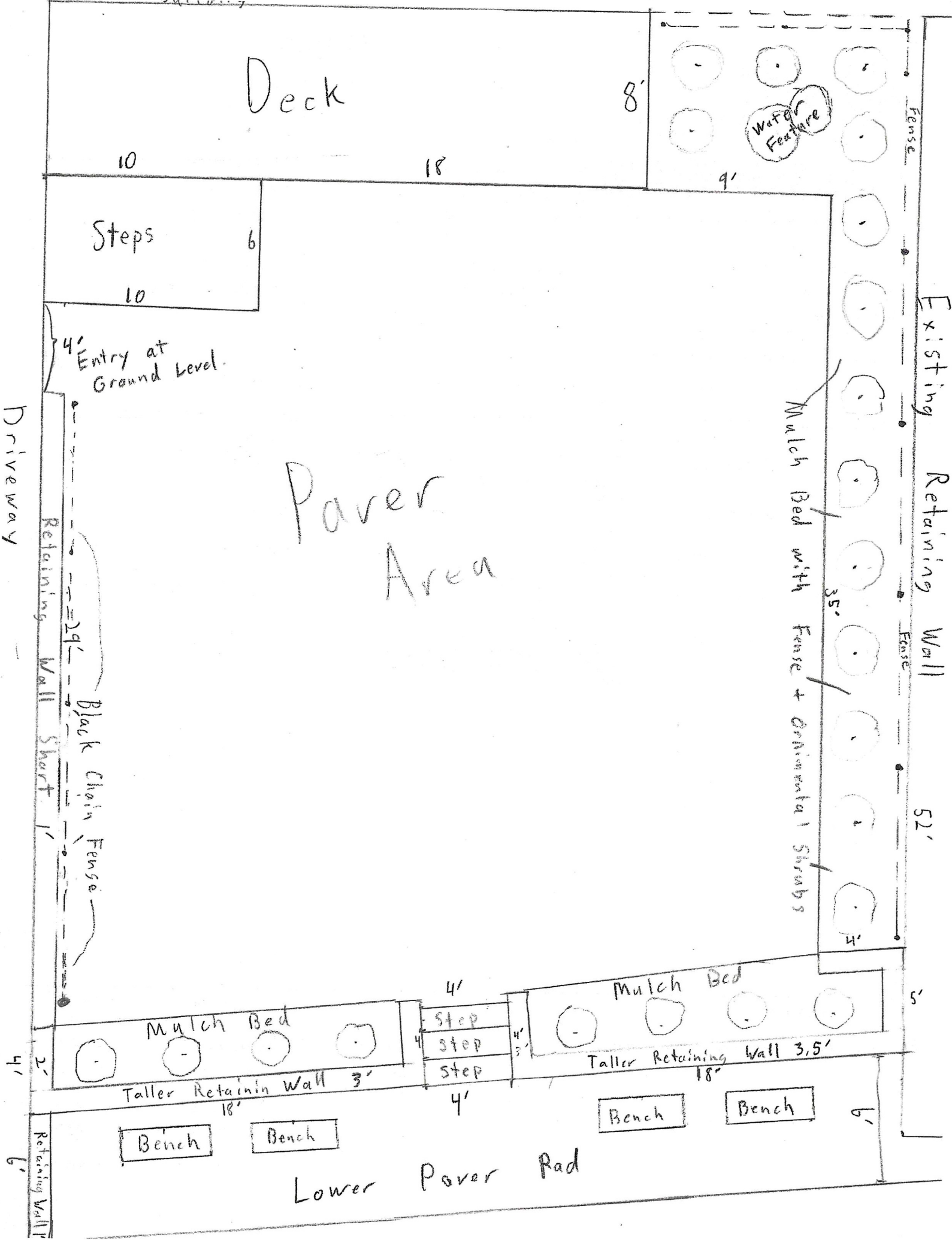


35'

4'

Fence

Fence



# Appendix B

Historic Photo Showing Porch



# Appendix C

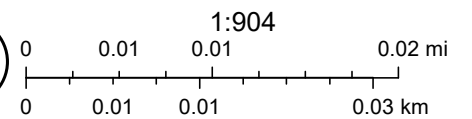
Perimeter Fencing Map

# Tug Hill Artisan Roaster's Privacy Fence Map



3/7/2024

 ParcelData2023



Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri Canada, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/

# Appendix D

Rendering from Bergmann



# Appendix E

Contractor's Affidavit



# Appendix F

Contractor's Receipt and Waiver of Lien

CONTRACTOR'S RECEIPT AND WAIVER OF LIEN

State of New York                    )  
  ) ss.:  
County of                                )

\_\_\_\_\_ ("Contractor"), in connection with the construction of a project of the New York State Urban Development Corporation d/b/a Empire State Development ("ESD") known as \_\_\_\_\_ (the "Project") and the payment by \_\_\_\_\_ ("Owner") to Contractor of certain sums requisitioned by the Contractor pursuant to its Request for Payment No. \_\_\_ dated \_\_\_\_, \_\_\_\_, 20, \_\_ (the "Requisition"), DOES HEREBY CERTIFY AND ACKNOWLEDGE that it has received the cumulative amount of \$ \_\_\_\_\_, representing all sums due and owing to it in accordance with its agreement with the Owner dated \_\_\_\_\_, \_\_\_\_, 20\_\_, other than sums, if any, withheld by the Owner in accordance with such agreement and approved by the Owner and ESD, for work performed or materials supplied for the Project to the date of \_\_\_\_\_, \_\_ 20\_\_, and DOES HEREBY FOREVER RELEASE AND WAIVE for itself, its successor and assigns any and all rights, claims and demands it has or may have against the Owner and ESD, including any and all rights which it has or may have pursuant to the New York Lien Law to file any lien or notice of lien against the Project or any property of the Owner on account of or deriving from labor performed or materials furnished for the Project to the date of the previously submitted requisition dated \_\_\_\_\_, \_\_\_\_\_ 20\_\_.

IN WITNESS WHEREOF, Contractor has caused this Receipt and Waiver to be duly executed and the seal of the Contractor to be affixed as of the date of the Requisition by the undersigned duly authorized officer.

Contractor: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_ the subscriber personally appeared to me personally known, who being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_ that he/she is \_\_\_\_\_ of \_\_\_\_\_ the entity described in and which executed the foregoing instrument.

\_\_\_\_\_  
Notary Public  
My commission expires:

**PROPOSAL SIGNATURE PAGE**

**Tug Hill Artisan Roasters**

Restore NY Project

Patio, Fencing and Landscaping

7514 South State Street, Lowville NY 13367

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**TO: Tug Hill Artisan Roasters**

**THE UNDERSIGNED PROPOSES TO PROVIDE THE GOODS AND SERVICES** required as set forth in the referenced Request for Proposal. If successful, the Bidder hereby agrees to furnish the goods and services in accordance with all terms, conditions, and specifications contained within the referenced Request for Proposal, at prices submitted in the referenced specifications. I certify that I am authorized to sign this proposal, myself or on behalf of the company or firm I represent, and to enter a binding contract with Tug Hill Artisan Roasters. This signed proposal will become part of a binding contract after the award by Tug Hill Artisan Roasters to the successful bidder.

**NOTE: By signing and submitting the proposal form for consideration by Tug Hill Artisan Roasters, the Contractor acknowledges they have read, understood, and agree to all aspects of the specifications as presented without reservation or alteration.**

\_\_\_\_\_  
Legal name of person/firm/corporation

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
E-mail address

**YOU MUST RETURN THIS SHEET WITH YOUR PROPOSAL**