

**The City of Dunkirk, New York**  
**Request for Proposals**

**Brownfield Site Assessment Project**



Proposal Due Date: November 30, 2022 at 2:00 PM

**CITY OF DUNKIRK, NEW YORK  
DEPARTMENT OF PLANNING & DEVELOPEMNT**

**CITY HALL  
342 CENTRAL AVENUE  
DUNKIRK, NEW YORK 14048  
(716) 366-9879**

**PROPOSAL NAME: Brownfield Site Assessment Project**

**PROPOSAL OPEN DATE: November 30, 2022 TIME: 2:00 PM EDT**

***NOTICE***

**LEGAL PUBLICATIONS FOR BIDS OR PROPOSALS – 2022**

**PLEASE BE ADVISED THAT FOR THE YEAR 2022 THE CITY OF DUNKIRK, NEW YORK, WILL PUBLISH THIS PUBLIC BID AND PROPOSAL IN THE FOLLOWING:**

**THE NEW YORK STATE CONTRACT REPORTER**

**<https://www.nyscr.ny.gov/>**

**IT IS THE RESPONSIBILITY OF THE PROSPECTIVE PROPOSERS TO READ THESE PUBLICATIONS AND CONTACT THE CITY OF DUNKIRK, NEW YORK, DEPARTMENT OF PLANNING & DEVELOPMENT IF THEY WISH TO RECEIVE A PROPOSAL DOCUMENT.**

**\*\*\*\*\*THIS IS A REQUEST FOR PROPOSALS\*\*\*\*\***

**REQUEST FOR PROPOSAL AND NOTICE TO PROPOSERS**

**DATE: October 25, 2022**

**FROM: Vincent DeJoy, Director of Planning & Development**

**NOTICE IS HEREBY GIVEN THAT SEALED PROPOSALS ARE SOUGHT FOR THE FOLLOWING:**

**PROPOSAL NAME: Brownfield Site Assessment Project**

**DATE OF OPENING: November 30, 2022 TIME OF OPENING: 2:00 PM**

**CONTACT PERSONS:**

**Director of Planning & Development, Vincent DeJoy (716) 366-9879 [vdejoy@cityofdunkirk.com](mailto:vdejoy@cityofdunkirk.com)**

**Deputy Director of Planning & Development, EJ Hayes (716) 366-9876 [ehayes@cityofdunkirk.com](mailto:ehayes@cityofdunkirk.com)**

**FIRMS MUST SUBMIT FOUR (4) COPIES OF THE PROPOSAL IN A SEALED ENVELOPE.**

**PLEASE PRINT ON THE OUTSIDE ENVELOPE:**

- 1) NAME & ADDRESS OF PROPOSER
- 2) PROPOSAL NAME

Subject to the right of the City of Dunkirk to reject any and all proposals.

**Fax or E-mail Submissions will not be accepted.**

# **Request for Proposal**

## **Brownfield Site Assessments and Redevelopment Planning**

### **City of Dunkirk, Chautauqua County, New York**

The City of Dunkirk, New York, invites interested parties to submit a sealed Proposal to provide environmental and engineering consulting service as part of a Brownfield Assessment Grant awarded by the United States Environmental Protection Agency (EPA).

#### **RFP TIMELINE**

The following timeline has been established for this RFP process:

<i><b>RFP SCHEDULE AND TIMELINE</b></i>	<i><b>DATE</b></i>
RFP Released	October 25, 2022
Deadline for Questions	November 10, 2022 at 2:00 PM
Addendum Issued	November 16, 2022
Proposal Submission Deadline	November 30, 2022 at 2:00 PM

#### **INTRODUCTION**

The City of Dunkirk, NY, invites interested parties to submit a sealed proposal to provide environmental and engineering consulting service as part of a Brownfield Assessment Grant awarded by the United States Environmental Protection Agency (EPA). Grant funding will be used to conduct eligible assessment-related activities as authorized by CERLCA 104(k)(2) in the New York State designated Brownfields Opportunity Area (BOA) community, the Lake Erie waterfront, Dunkirk's Central Business District (CBD), in Central Avenue and Route 5.

These targeted areas have been approved by the local community, for the Community-Wide Phase I and Phase II environmental site assessments in the City of Dunkirk, New York. Specifically, this agreement will provide funding to the recipient to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities. Additionally, the recipient will competitively procure (as needed) and direct a Qualified Environmental Professional to conduct environmental site activities, and will report on interim progress and final accomplishments by completing and submitting relevant portions of the Property Profile Form using EPA's Assessment, Cleanup and Redevelopment.

Exchange System (ACRES). Further, the City of Dunkirk anticipates conducting (19) Phase I and (6) Phase II environmental site assessments, holding (3) community meetings, developing (6) site-specific cleanup plans/Analysis of Brownfields Cleanup Alternatives, developing (2) planning documents to initiate brownfields revitalization, and submitting 12 quarterly reports. Work conducted under this agreement will benefit the residents, business owners, and brownfields in and near the NYS-designated BOA community in the City of Dunkirk, New York. No subawards are included in this assistance agreement. Work may take place over a three (3) year period from October 1, 2022 to September 30, 2025, unless the Cooperative Agreement is extended by the EPA.

Dunkirk has a long history of industrial and commercial uses that left behind a legacy of contamination. The goals of the EPA grant are to prioritize and assess strategic Brownfield properties, return tax delinquent Brownfield sites to productive use, and facilitate Brownfields redevelopment.

The city seeks firms with documented experience conducting Phase I and II Environmental Site Assessments (ESAs); working with NYS Department of Environmental Conservation and US Environmental Protection Agency; cleanup planning; Brownfields redevelopment planning; reuse planning; Brownfields marketing; and community involvement efforts. To meet all required areas of expertise, firms are encouraged to enlist subcontractors if needed. Based on this solicitation, the city intends to select one qualified contractor to perform grant activities as needed.

## **SCOPE OF WORK**

Activities of the contractor may include but not necessarily be limited to:

### 1. Site Characterization and Assessment Activities:

- Conduct Phase I ESAs in accordance with the most current American Society for Testing and Materials (ASTM) standards, currently Practice E-1527-13, Environmental Assessments: Phase I Environmental Site Assessment Process and EPA's All Appropriate Inquiries Rule.
- Conduct Phase II ESAs in accordance with current ASTM standards and develop Site-Specific Quality Assurance Project Plans based on EPA's template.

### 2. Community Outreach: Establish an Assessment Coalition through a Memorandum of Understanding involving Dunkirk residents and other stakeholders. holding 3 community meetings, developing (6) site-specific cleanup plans/Analysis of Brownfields Cleanup Alternatives, developing (2) planning documents to initiate brownfields revitalization, and submitting 12 quarterly reports. Provide the city with quarterly progress reports pursuant to EPA guidelines. These reports shall cover work status efforts and advancements over the reporting period.

### 4. Other Brownfields related assistance that may be needed.

Assigned work must meet all federal requirements of the EPA's Brownfields Program.

## **STATEMENT OF QUALIFICATIONS**

The Statement of Qualifications shall include the information outlined below. To ensure fair and equitable evaluation, proposals should be organized into the following separate sections:

### 1. Experience:

Include a summary of the following:

- History of the firm's experience providing Brownfield services listed in the Scope of Work.
- Brownfields project experience (EPA, BOA, NYS, and private brownfields experience).

## 2. Organization and Management:

- Description of the firm's proposed project organizational structure and the names and experience of key individuals who will be performing the specific services requested.
- Identify the location of staff to be committed to the project.
- Identify any potential subcontractors.

This section should also describe the contractor's approach to satisfying New York State's goals for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) for the procurement of Equipment, Supplies, and Services.

## 3. Cost Schedule:

- Provide standard billing rates for implementing brownfield assessment and cleanup planning services. Include subcontractor administration fees/markup percentages and any travel costs. These rates will be considered during the selection process.
- Provide rates for asbestos, lead paint, mold, geophysical surveys, and radiation surveys.

## 4. References:

List at least three (3) references for similar services/projects that have been provided by your firm. Please include a description of the services, dates of service, and a list of the key personnel that were involved in the project. Please include a contact person, organization, email address and phone number. Public sector references are preferred.

## EVALUATION AND AWARD PROCEDURES

The RFPs will be reviewed and evaluated based on the following criteria.

<b>Criteria</b>	<b>Maximum Points</b>
Experience with the requested services including Phase I and II ESAs, brownfields marketing, brownfield redevelopment planning, and community outreach.	30
Experience with municipal brownfield projects conducted in the last five (5) years with preference given to contractors who have extensive experience with projects performed through EPA's brownfield program.	30
Qualifications and experience of key personnel who will be assigned to the project relative to education, professional certifications and licenses, and relevant experience.	10
Past performance on contracts with municipal entities (including the City of Dunkirk) will be evaluated in terms of quality of work, project management, cost control, and project schedule as reported by references provided.	10
Professional labor and expense rates will be evaluated with respect to reasonableness and	10

value.

Location of the contractor and proposed project

personnel will be evaluated relative to the

5

proximity to the City and implications with

respect to staff accessibility and travel-related

expenses.

Extent of participation of MBE/WBE firms by the contractor.

5

**TOTAL MAXIMUM SCORE.....100**

**GENERAL TERMS AND CONDITIONS**

1. Contractors must possess the ability to perform successfully under the terms and conditions of this proposed procurement.
2. Failure to complete and sign the “Non-Collusion Certification” will result in the Proposal being rejected.
3. Failure to complete company information page will result in the Proposal being rejected.
4. Each submittal should be double sided and be as concise as possible.
5. Each Proposal should be accompanied by a cover letter signed by an officer empowered by the contractor to sign such material and thereby commit the contractor to the obligations contained in the proposal.
6. The contractor agrees that upon submittal, the Proposal, including all prices, may not be withdrawn, modified or cancelled for a period of sixty (60) days following the proposal deadline.
7. The City does not make payment upon selection of contractors or issuance of a contract or purchase order. No retainers will be issued. Payments are tied to work completed to the satisfaction of City and USEPA.
8. To the extent permitted by law, contractors may request in writing non-disclosure of confidential data. Such data shall accompany the Proposal, be clearly identified, and shall be placed in an envelope clearly marked, “Confidential Data” and submitted with the Proposal. Any request to keep the entire Proposal confidential cannot be honored. Proposals becomes public information at the time of the opening.
9. The City of Dunkirk will assume no responsibility for oral instructions or interpretation. Any questions regarding this request that may change the specifications in this document must be received in writing. Inquiries must identify the RFP by title and due date. Any alterations, interlineations or erasure of the RFP must be initialed by the issuer of the RFP, guaranteeing authenticity.



10. The City of Dunkirk may, at any time by written notification to all contractors, change any portion of the RFP described and detailed herein. These changes will be communicated in the form of Addenda. All questions will be compiled and answered in the form of an Addendum. Questions received after the date will not be answered. Addenda will be available and communicated through email by the Purchasing Agent. Copies of Addenda will be made available for inspection at the Purchasing Office.
11. Contractors shall ascertain prior to submitting their RFP they have received all Addenda issued and they acknowledge receipt of Addenda by the return of the signed Addenda form with the RFP response. All addenda issued shall become part of the proposal.
12. The City of Dunkirk reserves the right to decline to respond to any questions if, in the City's assessment, the information cannot be obtained and shared with all potential proposers in a timely manner.

13. Reserved Rights: This RFP does not constitute an offer to buy on the part of the City of Dunkirk.  
Acceptance of any obligations on the part of the City of Dunkirk may only be done by a formal written agreement. Any information contained herein does not commit the City of Dunkirk to a contract or to pay any costs incurred in the preparation of a response. Nothing contained herein shall be construed as guaranteeing any term, condition, or other item, including any specified purchase volume.

All responses to this RFP will become the property of the City of Dunkirk. Contractors' responses to this RFP may be included in whole, in part or by reference in the final contracts which may result from this RFP.

The City of Dunkirk reserves the right not to award a contract to any proposing party even if the criteria described in the RFP are met; and to close the process prior to the stated deadline. No obligation on the part of the City of Dunkirk will be incurred until the contractor has signed a contract satisfactory to and accepted by the City of Dunkirk.

The City expressly reserves the right to withdraw this RFP or reject any and all responses to it in whole or in part.

The City of Dunkirk reserves the right to request financial and other business-related information about the contractor.

14. Conflict of Interest: The successful contractor will be required to warrant by the time of contract authorization that such contract signing has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New York. And, that said laws have not, and will not be violated as they relate to the procurement or performance of this contract by any conduct, including the paying or giving of any fee, commission, gift, gratuity or consideration of any kind, directly or indirectly, to any City, County or State employee, officer or official.
15. RFPs that do not conform to the instructions contained in this document, and/or which do not address all questions and/or requirements as specified may be eliminated from consideration. However, the City reserves the right to accept such an RFP if it is determined to be in the City's best interest.

16. The City of Dunkirk reserves the right to reject any late or incomplete submissions, and all RFPs for whatever reason.

The formal contract shall provide the following with respect to insurance.

## **INSURANCE**

Contractor shall procure and maintain insurance for protection from all claims arising out of Contractor's services, work, operations, and activities. Contractor must have adequate insurance coverage for all claims arising out of or in consequence of the acts and omissions of the Contractor, or any subcontractor of the Contractor, including but not limited to claims for damages for death, bodily injury, or property damage, of any kind or nature. The City of Dunkirk (including its officers, agents, and employees) shall be named Additional Insured on Contractor's policies of insurance. There shall be no material undisclosed policy exclusions or exceptions on the required insurance coverages. Contractor will procure and maintain at its own expense:

1. Commercial general liability and contractual liability on an occurrence basis for all personal and bodily injuries and property damage, with minimum coverage limits of One Million Dollars (\$1,000,000) for each occurrence/Two Million Dollars (\$2,000,000) general aggregate per project/location.
  - a. Liability insurance policies will not be accepted that:
    - i. Remove or restrict blanket contractual liability located in the "insured contract" definition (as stated in Section V, Number 9, Item f in the ISO CGL policy or equivalent) so as to limit coverage against claims that arise out of work; or
    - ii. Remove or modify the "insured contract" exception to the employer's liability exclusion; or
    - iii. Do not cover the Additional Insured for claims involving injury to employees of the named insured or its subcontractors or their employees.
  - b. Contractor shall require that its subcontractors carry insurance with the same limits and provisions as provided herein. Contractor will maintain certificates of insurance for all subcontractors as part of the Contractor's records.
2. Professional Liability/Errors & Omissions coverage of at least One Million Dollars (\$1,000,000) for each occurrence/Two Million Dollars (\$2,000,000) aggregate per project/location or claim. **(If applicable)**
3. Workers compensation insurance as required by law, employer's liability insurance, and statutory disability benefits insurance as required by law.
4. Comprehensive motor vehicle liability coverage on owned, hired, leased, or non-owned motor vehicles with coverage limits of not less than One Million Dollars (\$1,000,000) combined for each accident, for bodily injury, sickness, or disease sustained by any person, caused by accident, and arising out of the ownership, maintenance, or use of any motor

vehicle, as well as for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any motor vehicle.

5. Commercial umbrella insurance coverage with minimum coverage limit of Five Million Dollars (\$5,000,000).

Each and every policy of insurance required by this Agreement shall be in form and content satisfactory to the City of Dunkirk Corporation Counsel, and shall provide:

1. *Additional Insured.* The City of Dunkirk (including its officers, agents, and employees) shall be named Additional Insured including premises operations and completed operations on a primary and non-contributing basis for all policies and coverages, including but not limited to the umbrella insurance coverage. The Additional Insured shall be held harmless and indemnified from any and all claims arising out of or in consequence of the Contractor's services, work, operations, or activities under this Agreement or in any way arising out of or in consequence of the Contractor's acts or omissions.
2. *Per Project Aggregate.* The insurance policies shall cover premises operations and completed operations on a per project basis.
3. *Waiver of Subrogation.* As to every type and form of insurance coverage required from the Contractor, there shall be no right of subrogation against the City of Dunkirk, its officers, agents, or employees. If any of Contractor's policies of insurance prohibit such a waiver of subrogation, Contractor shall secure the necessary authorization from its insurance carrier to make this waiver effective.
4. *Waiver of Indemnities.* The Contractor waives any right of action it and/or its insurance carrier might have against the City of Dunkirk (including its officers, agents, or employees) to be indemnified for any type of loss that is required by this Agreement to be covered by a policy of insurance, whether or not such loss is insured.
5. The Certificate of Insurance shall be in form and content satisfactory to the City of Dunkirk Corporation Counsel. All referenced forms shall be provided with the Certificate. Additional information, including without limitation complete policies, shall be provided to the Corporation Counsel upon request.
6. The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the City of Dunkirk Corporation Counsel's Office.
7. The insurance policies shall be renewed upon expiration and continued in force unless the City of Dunkirk Corporation Counsel's Office is given thirty (30) days written notice to the contrary.

No services, work, operations, or activities shall be commenced under this Agreement until the Contractor has delivered to the City proof of issuance of all policies of insurance required by the Agreement to be procured. If at any time, any of the insurance policies shall be or become unsatisfactory to the City, Contractor shall promptly obtain a satisfactory policy and submit proof of the same to the City for approval. Upon failure of Contractor to furnish, deliver, and maintain satisfactory insurance as provided above, this Agreement may, at

the election of the City, be suspended, discontinued, or terminated. Failure of Contractor to procure and maintain any required insurance shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning defense and indemnification.

In the event that any part of the services, work, operations, or activities described in this Agreement is performed by an approved subcontractor of the Contractor, all of the insurance requirements of this Agreement shall be incorporated into the subcontract agreement with no additional exclusions or exceptions from coverage whatsoever. Subcontractor insurance requirements shall include but not be limited to the requirements for Workers' Compensation, Commercial General Liability, Umbrella Liability, and as applicable, Commercial Auto and/or Professional Liability. Contractor shall require that each and every subcontractor shall produce a Certificate of Insurance meeting all of the requirements of the City and documenting the required insurance coverages. A subcontractor's Certificate of Insurance in form acceptable to the City shall be provided to the City before that subcontractor may commence performance.

The carrying of insurance as required by this Agreement shall in no way relieve the Contractor, or its subcontractors, of any other responsibility or liability under this Agreement.

The City of Dunkirk Corporation Counsel, in his or her sole discretion, may approve in writing a variance from the insurance requirements herein for good and sufficient reason.

### **INSURANCE REQUIRED FOR SUBCONTRACTORS**

In the event that any portion of the Work described in this contract is performed by an approved subcontractor, all of the insurance requirements of this agreement shall be incorporated into the subcontract agreement with no additional exclusions from coverage whatsoever. Subcontractor insurance requirements shall include the requirements for Workers' Compensation, Commercial General Liability, and if applicable, Commercial Auto and/or Professional Liability. Excess or umbrella insurance is not required for subcontractors. Contractor shall require that each and every subcontractor employed to do work under this contract shall produce a Certificate of Insurance meeting all of the requirements of the City and documenting the required insurance coverages. A subcontractor's Certificate of Insurance in form acceptable to the City must be provided to the City before that subcontractor may commence work.

### **CONFLICT OF INTEREST**

No director, officer, employee, agent, contractor, or subcontractor of the contractor shall be deemed to be an agent, servant and/or employee of the City. The contractor shall not employ as a director, officer, employee, agent, contractor, or subcontractor, directly or indirectly in any capacity, any elected or appointed official of the City, and the two school districts, or any member of their immediate family.

The contractor agrees that it will require all its directors, officers, employees, agents, contractors, or subcontractors, to be bound and adhere to the Code of Ethics of the City (if interested, copies of the Code of Ethics may be obtained from the City's Corporation's Office). The contractor further agrees that it will require all its employees to comply with all applicable laws relating to this agreement, or the performance thereof, and that the refusal to supply such evidence and/or testimony shall be the cause for immediate termination of this agreement by the City.

### **IRAN DIVESTMENT ACT**

By submitting a proposal in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerors Pursuant to The New York State Iran Divestment Act of 2013" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to this solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of any subsequent Contract, should the City of Dunkirk receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the City of Dunkirk will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the City of Dunkirk shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

The City of Dunkirk reserves the right to reject any proposal, bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

## **INDEMNIFICATION**

The promises in this section are separate from the insurance requirements required of any subsequent Agreement and shall apply whether the insurance requirements are fulfilled.

Each and every Contractor (as used in this paragraph the term "Contractor" shall include any and all of Contractor's subcontractors), who shall agree to perform services, work, operations, or activities under subsequent Agreement, or any part of it, shall defend, indemnify, and save harmless the City of Dunkirk, its officers, agents, and employees, from and against any and all liability, loss, or other claims for damages for death, bodily injury, or property damage, or of any other kind or nature, arising out of or in consequence of the services, work, operations, or activities performed by the Contractor or any agent, servant, employee, subcontractor, consultant, or supplier of the Contractor, or of any failure to perform under subsequent Agreement, or in any way arising out of or in consequence of the Contractor's acts or omissions, all to the fullest extent allowed by law. Contractor shall defend, indemnify, and save harmless the City of Dunkirk, its officers, agents, and employees, from and against, without limitation, all losses, litigations, claims, actions, causes of action, proceedings, demands, damages, indemnities, suits, judgments, orders, rulings, appeals, costs, expenses, and all other elements of litigation (including without limitation reasonable attorney's fees and other costs of defense), arising out of or in consequence of the Contractor's services, work, operations, or activities under any subsequent Agreement, or any failure to perform under any subsequent Agreement, or in any way arising out of or in consequence of the Contractor's acts or omissions, all to the fullest extent allowed by law. Contractor shall defend, indemnify, and save harmless the City of Dunkirk, its officers, agents, and employees, from and against any and all claims for injuries to the Contractor's employees or the employees of any agent, servant, consultant, or subcontractor of Contractor, and any and all claims made by any person or entity (including without limitation all officers, employees, agents, contractors, subcontractors,

consultants, suppliers, guests, invitees, uninvited persons, survivors, representatives, and distributees), arising out of or in consequence of Contractor's services, work, operations, or activities or omissions on property owned by the City of Dunkirk, all to the fullest extent allowed by law.

The parties intend that the promises in this section shall be consistent with New York General Obligations Law Section 5-322.1. Therefore, for any contracts to which Section 5-322.1 applies, the promises herein shall not be construed as purporting to indemnify or hold harmless the City of Dunkirk against liability for damage arising out of bodily injury to persons or damage to property contributed to, caused by or resulting from the negligence of the City of Dunkirk, its agents or employees, whether such negligence be in whole or in part.

### **TERMINATION FOR CAUSE**

The City of Dunkirk reserves the right to terminate any contract resulting from this proposal at any time for cause. The violation of any provision or condition contained in this proposal, or the refusal, failure, or inability to carry out any provisions of this proposal shall constitute sufficient grounds to terminate any subsequent contract for cause. Should the City of Dunkirk elect to terminate any subsequent contract for cause, the City of Dunkirk will notify the Contractor ten (10) days prior to the termination date and shall specify the cause for termination as well as the date the termination shall be effective. This termination notice will be issued via a written letter sent by certified U.S. mail. Immediate dismissals may be executed if deemed necessary by the City of Dunkirk.

### **TERMINATION WITHOUT CAUSE**

The City of Dunkirk may terminate any subsequent contract emanating from this proposal without cause. Written notice of termination must be sent via certified U.S. mail no later than thirty (30) days prior to the termination date.

### **MWBE PROMOTION**

It is the policy of the City of Dunkirk that Minority-Owned Business Enterprises (MBE) and Women Owned Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts. It is also the City's goal to award Procurement Contracts to those procurement contractors who have evidenced compliance with the laws of the State of New York prohibiting discrimination in employment.

### **NON-DISCRIMINATION POLICY**

In accordance with Article 15 of N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

### **NON-COLLUSIVE STATEMENT**

The submission of this statement certifies that the prices in this proposal have been arrived at independently without collusion, consultation, communication, or arrangement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer with any competitor.

### **RIGHT TO REJECT**

The City of Dunkirk reserves the right to reject any and all proposals, to waive any informalities and technical irregularities in the proposals received, or to accept any proposal deemed to be for the best interest of the City of Dunkirk.

### **QUESTIONS**

All questions must be received no later than **2:00 PM on November 10, 2022**. All questions will be compiled and answered in the form of an Addendum. All agencies on record with the Purchasing Office will receive a copy of the Addendum. Questions received after the date will not be answered. Only questions answered by formal written Addenda will be binding. Oral or other interpretations or clarifications will be without legal effect. Forward your questions to:

**Vincent DeJoy**  
**City of Dunkirk, New York**  
**Department of Planning & Development**  
**342 Central Avenue**  
**Dunkirk, NY 14048**

**Or by e-mail at:**  
[vdejoy@cityofdunkirk.com](mailto:vdejoy@cityofdunkirk.com)

### **SUBMISSIONS**

**Provide Four (4) copies of your proposal in a Sealed Envelope.** All proposals must be received in the Office of the City Comptroller, Bureau of Contracts & Procurement no later than **2:00 PM EDT November 30, 2022**. All sealed envelopes should be clearly marked on the outside: **“Brownfield Site Assessment Project”**.

All proposals shall be submitted to:

**Vincent DeJoy**  
**Director of Planning & Development**  
**City of Dunkirk, New York**  
**342 Central Avenue**  
**Dunkirk, NY 14048**

**Responses received after the 2:00 PM deadline will be returned, unopened, to the originator.**

Those submitting proposals do so entirely at their own expense. There is no express or implied obligation by the City to reimburse any firm or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the City, or participating in any selection interviews.

The City reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional proposals.

The City reserves the right to award the work, in whole or in part, to one or more firms and individuals.

#### **NON-COLLUSIVE CERTIFICATION**

- 1) Every bid herein made to the City of Dunkirk, or official thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-Collusive Certification.
  - 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/her knowledge and belief:
    - i) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
    - ii) 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
    - iii) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.
  - b) A bid shall not be considered for award, nor shall any award be made, where 1.a. (ii) and 1.a.(iii) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall state and furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where 1.a.(i), 1.a.(ii), and 1.a.(iii) above have not been met, no award shall be made unless the head of the purchasing unit of the City of Dunkirk, to which the bid is made, or their designee, determines that such disclosures were not made for the purpose of restricting competition.
  - c) The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers or proposed or pending publication of new or revised price lists of such items, or (c) has sold the same items to other customers at the same prices being bid does not constitute, without more, a disclosure within the meaning of subparagraph 1(a).
- 2) Any bid hereafter made to the City of Dunkirk, or official thereof, by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such bid contains the certification referred to herein shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.



(Signature)

\_\_\_\_\_

(Title)

To the City of Dunkirk, NY  
**Brownfield Site Assessment Project**

By submission of this bid or proposal, the bidder or proposer certifies that; (a) This bid or proposal has been independently arrived at without collusion with any other bidder or proposer or with any competitor; (b) This bid or proposal has not been knowingly disclosed and will not be willingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, proposer, competitor; (c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; (d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certificate, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder or proposer as well as to the person signing in its behalf; (e) That attached hereto (if a corporate bidder or proposer) is a certified copy of resolution authorizing the execution of the certificate by the signatory of this bid or proposal on behalf of the corporate bidder or proposer.

Resolved that \_\_\_\_\_ be  
Name of Corporation

authorized to sign and submit the bid or proposal of this corporation for the following project and to include

\_\_\_\_\_  
Describe Project

in such bid or proposal the certificates as to non-collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder or proposer shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by

\_\_\_\_\_

Corporation at a meeting of its board of directors held on the

\_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ .

(SEAL OF CORPORATION)

**COMPLETE INFORMATION BELOW:**

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Name / Address of Company Submitting Bid or Proposal

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Authorized Representative Submitting Bid or Proposal (name printed)

---

Authorized Representative Submitting Bid or Proposal (signature)

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Authorized Representative Submitting Bid or Proposal – Title

**Contact Numbers:**

Telephone: \_\_\_\_\_

Cellphone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_