



ALBANY COUNTY LAND BANK CORPORATION

REQUEST FOR PROPOSALS FOR 281 SHERIDAN FOUNDATION REPLACEMENT SERVICES

Date Issued: August 29th, 2018
Walk Thru: September 4th, 2018 at 11:00am
Due: September 6th, 2018 at 2:00pm

BACKGROUND INFORMATION

The Albany County Land Bank Corporation (“Land Bank”) was established in 2014 by Albany County to facilitate the process of acquiring, improving and redistributing vacant and abandoned properties. The Land bank is a nonprofit organization committed to revitalizing neighborhoods and strengthening communities throughout Albany County. The Land Bank owns a variety of properties including both vacant buildings and lots.

The Land Bank is currently looking for bids for foundation replacement.

The subject property is located at 281 Sheridan Avenue in Albany, NY. It is a wood frame structure on a brick foundation. Due to the very deteriorated condition of the existing foundation the Land Bank is looking for bids to fully replace the foundation

I. REQUIREMENTS OF CONTRACTOR

MINIMUM QUALIFICATIONS FOR CONTRACTORS

Masonry companies must meet the following minimum criteria:

1. Company must be in the business of masonry repair/replacement work and have a minimum of five (5) years of experience.
2. Contractors must have the capacity to provide all labor and equipment to complete the work as specified in this RFP
3. Contractor must assign and identify at least one single point of contact (provide contact information on Bid Form) to the Land Bank.
4. Provide at least three (3) references, including addresses and telephone numbers.
5. Provide any additional information which would serve to distinguish the respondent from other respondents submitting qualifications such as examples of work on projects similar to the projects contemplated by this RFP, and any special expertise or experience of respondent, etc.
6. The Land Bank may make such inquiries it deems necessary to determine the ability of each respondent to perform the services contemplated by this RFP. Respondent shall promptly furnish all information and data for this purpose as may be subsequently requested by the Land Bank.

II. SCOPE OF WORK

1. Completely remove and replace from footing to sill (approximately 5' from basement floor to sill).
2. Building measures approximately 21' wide x 62' deep.
3. Lot is located on a busy city block with limited (3' or less) amount of space between it and the adjacent properties. Contractor is expected to view the property and take the site constraints into consideration when pricing the job.
4. Contractor is expected to provide all equipment for properly supporting the building during foundation replacement.
5. Contractor is expected to install waterproofing tar or membrane on exterior foundation surface backfill with stone.
6. Contractor is expected to provide all materials and labor to fully complete the job.
7. Contractor is responsible for removal and disposal of all construction debris. Materials must be disposed of in accordance with all applicable local, state and federal law.
8. Contractor is expected to fully verify all information provided in this RFP and provide a price to fully complete all work. No change orders will be accepted.
9. Contractor is expected to apply for all permits and comply with all local, state and federal regulations.
10. Contractor must complete the Bid form at the end of this RFP with all the requested information.
11. Bid forms with missing, incomplete information may not be accepted.
12. Only contractors that have looked at the work are eligible to bid on the work.
13. Contractor must submit an Acord 25 and an Acord 855 with their bid form.
14. The Land Bank reserves the right to accept all or a portion of the work bid.

III. Insurance Requirements

1. Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the Land Bank, insurance policies of the kinds and in the amounts provided in the Schedule "A" attached hereto and made a part hereof. The insurance policies shall name the Land Bank as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the Land Bank.
2. Contractor shall, prior to commencing any of the services outlined herein, furnish the Land Bank with Certificates of Insurance and corresponding policy endorsement showing that the requirements of this article have been met, and such policies shall contain an endorsement requiring the carrier to give at least ten days' prior notice of cancellation to the Land Bank. The Contractor shall also provide the Land Bank with updated Certificates of Insurance prior to the expiration of any previously-issued Contractor. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the Land Bank. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the Land Bank may declare this Agreement suspended, discontinued or terminated.
3. All insurance required shall be primary and non-contributing to any insurance maintained by the Land Bank. The Contractor's policy may not contain any exclusion for NY Labor Law, injury to employees or injury to subcontractors. The Contractor shall ensure that any Land Bank-approved subcontractors hired also carry insurance with the same limits and provisions provided in this article and Schedule A. Each Land Bank-approved subcontractor shall furnish the Land Bank with copies of certificates of

insurance (Acord 25 & 855) and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such contractor commencing any work.

IV. INDEMNIFICATION

The successful contractor shall defend, indemnify and save harmless the Land Bank, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful contractor, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

V. NON-COLLUSIVE CERTIFICATION

By submission of this RFP, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in this proposal 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 contractor or with any competitor; and
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to opening, directly or indirectly, to any other contractor or to any competitor; and
- (3) No attempt has been made or will be made by the contractor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

VI. MWBE PROMOTION

It is the policy of the Land Bank 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 Land Bank'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.

VII. AFFIRMATIVE ACTION

As required by Executive Law § 312, and in compliance with the Land Bank's procurement policy, any contractor awarded a procurement contract in excess of \$25,000 for services rendered to the Land Bank must acknowledge this affirmative action policy and agree to implement the same by making every reasonable effort to award any subcontracts (none of hereby authorized) to MBEs and WBEs and to utilize minority and labor in the performance of any agreement that is awarded to the contractor. Specifically, any contractor awarded a contract in excess of \$25,000 dollars will be expected to abide by the following provisions:

1. The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For

purposes of this section, affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

2. At the request of the contracting agency, the contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
3. The contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the MWBE Threshold Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
4. Consultant must make a good faith effort to meet New York State's minority and women-owned business ("M/WBE") participation goals, in effect and as amended from time to time.

VIII. 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.

IX. PROPOSAL REQUIREMENTS

1. Complete the Bid Form at the end of this RFP.

X. PROPOSAL SUBMISSION

Proposals must be received at the Albany County Land Bank office:

Albany County Land Bank Corporation
Attn: Amanda Wyckoff
Director of Operations
69 State Street, 8th Fl
Albany, NY 12207

The proposal shall be contained in a sealed envelope, clearly marked "Albany County Land Bank – 281 Sheridan Ave Foundation Replacement Services" Email Proposals are acceptable but the Land Bank will not be responsible if the email is not received before the date and time indicated below. The Land Bank will also not be responsible for any issues associated with email (Ex: bounce backs, files that are too large, etc.) if the contractor submits via email.

Note: Submissions must be submitted and received by the date and time listed in the header of this RFP.

The Land Bank will not be responsible for any expenses incurred by any firm or person in preparing or submitting a proposal.

SCHEDULE A

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the Land Bank, insurance policies of the kinds and in the amounts provided in the Schedule "A" attached hereto and made a part hereof. The insurance policies shall name the Land Bank as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the Land Bank.

Contractor shall, prior to commencing any of the services outlined herein, furnish the Land Bank with Certificates of Insurance and corresponding policy endorsement showing that the requirements of this article have been met, and such policies shall contain an endorsement requiring the carrier to give at least ten days' prior notice of cancellation to the Land Bank. The Contractor shall also provide the Land Bank with updated Certificates of Insurance prior to the expiration of any previously-issued Contractor. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the Land Bank. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the Land Bank may declare this Agreement suspended, discontinued or terminated.

All insurance required shall be primary and non-contributing to any insurance maintained by the Land Bank. The Contractors policy may not contain any exclusion for NY Labor Law, injury to employees or injury to subcontractors. The Contractor shall ensure that any Land Bank-approved subcontractors hired also carries insurance with the same limits and provisions provided in this article and Schedule A. Each Land Bank-approved subcontractor shall furnish the Land Bank with copies of certificates of insurance (Acord 25 & 855) and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such contractor commencing any work.

A. Commercial General Liability coverage with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence and not less than Two Million Dollars (\$2,000,000.00) annual aggregate.

B. Comprehensive Automobile Liability coverage on owned, hired, leased, or non-owned autos with limits not less than \$1,000,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile 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 automobile.

C. Workers' Compensation and Employers' Liability coverage in form and amounts required by law.

The Land Bank shall be named as an additional insured on the policies required by subparagraphs (A and B) above.

BID FORM

Company Name: _____

Company Type: Sole Proprietor Partnership Corporation Other: _____

Address: _____

Contact Name: _____

Phone*: _____ Secondary Phone: _____

Email: _____

*Number to be used as primary contact for the Land Bank.

Have you ever done work under other business names? Yes No

If yes please list: _____

When was the business started? _____

Have you ever failed to complete work awarded to you? Yes No

Explain: _____

Have you ever defaulted on a contract? Yes No

Explain: _____

Has any kind of judgement been brought against you related to the services you provide? Yes No

Explain: _____

Please prove 3 examples of completed masonry projects and contact information for the job

Job Address: _____

Job Description: _____

Job Owner Name: _____

Job Owner Telephone number: _____ email: _____

Job Address: _____

Job Description: _____

Job Owner Name: _____

Job Owner Telephone number: _____ email: _____

Job Address: _____

Job Description: _____

Job Owner Name: _____

Job Owner Telephone number: _____ email: _____

Full Removal and Replacement of Foundation at 281 Sheridan Avenue, Albany NY

Brick Replacement: \$ _____

CMU Block Replacement: \$ _____

Cost to add Brick veneer on front street side only \$ _____

Cost to add brick veneer on all four sides \$ _____

Poured Concrete Replacement: \$ _____

Cost to add Brick veneer to front street side only \$ _____

Cost to add brick veneer on all four sides \$ _____

Sign: _____ Date: _____

Please remember to attach you Acord 25 and 855