



# ALBANY COUNTY LAND BANK CORPORATION

## **REQUEST FOR PROPOSALS WATER & SEWER TERMINATIONS AT THE MAIN**

Date Issued: October 11th, 2018

Due: October 17<sup>th</sup>, 2018 at 2:00pm

### **BACKGROUND INFORMATION**

The Albany County Land Bank Corporation's ("Land Bank") mission is to end blight and the devastating effects it has on our communities, and begin to reverse the damage already done. The Land Bank is charged with streamlining and facilitating the processes by which vacant, abandoned, and underutilized properties can be returned to productive use. The Land Bank owns a variety of properties including both vacant and improved lots, most improvements are residential but some are commercial. Currently the Land Bank holds about 500 properties. The Land Bank is working to demolish some of its properties that are a safety concern to the community and in a condition that is beyond repair.

The Land Bank is currently looking for bids to terminate the water and sewer lines at the main in preparation for demolition at:

320 Second Street, Albany NY  
48 Swinton Street, Albany NY  
446 Elk Street, Albany NY  
378 Second Street, Albany NY  
174 Livingston Ave, Albany NY  
350 Second Street, Albany NY  
436 Third Street, Albany NY  
57 Liebel Street, Albany NY  
281 Sheridan Ave, Albany NY  
296 Sheridan Ave, Albany NY

PLEASE MAKE SURE YOUR INSURANCE MEETS THE REQUIREMENTS AS OUTLINED.

### **I. REQUIREMENTS OF CONTRACTOR**

#### **MINIMUM QUALIFICATIONS FOR CONTRACTORS**

Companies meet the following minimum criteria to be considered for bidding of water and sewer terminations with the Land Bank:

1. Contractors must have the capacity to provide all labor and equipment to terminate water and sewer lines at the main as per the City of Albany regulation.

2. Contractor must assign and identify at least one single point of contact (provide contact information) to the Land Bank.
3. Provide at least three (3) references, including addresses and telephone numbers.
4. 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.
5. 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. It shall be the responsibility of the contractor to complete the necessary terminations of the water & sewer lines in preparation for demolition. Contractor must have the water & sewer department inspect and sign off on the work before backfilling. No invoice for payment shall be submitted unless the contractor can confirm that all necessary terminations were completed and a copy of the inspection report has been provided. In the case of discovery through the Water Department that the lines have already been terminated the price for termination of that property will not be paid. Amounts will be paid only on those properties that the contractor actually terminates the water and sewer lines.
8. The contractor shall be required to protect municipal sidewalks and streets, and, if damages to facilities occur (by the contractor or due to any activity related to termination of the water & sewer lines), the contractor shall be required to perform repairs per the municipality's standard details and specification. Any repairs must be inspected by the municipality and signed off on by the municipal inspector. If a permit is requested on a moratorium street the contractor will submit a letter to the commissioner asking for an exemption to be made to complete the work. If temporary surfaces are required because of inability to complete the work at the time of the terminations, 10% or the cost of completion will be held back until final repairs are completed.
14. It is the expectation of the Land Bank that the work be completed in a reasonable timeframe. If the contractor requires longer than 30 days from the date the contract has been signed, the Land Bank requires a formal written request be made. This must include the estimated time of completion and the reasons why the work as not been completed in the 30 day time frame. It will be at the full discretion of the Land Bank as to allow the additional time or move to the next bidder.

## **III. Insurance Requirements**

The successful bidder shall be required to provide for itself and maintain at its own cost and expense until the completion of the work the following forms of insurance:

- 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 \$1,000,000.00 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 in form and amounts required by law.
- D. Errors and Omissions Insurance: A policy or policies of errors and omissions insurance. Said insurance must be issued by an insurer licensed to do business in the State of New York and must have an A.M. Best rating of not less than "A".

The Albany County Land Bank Corporation (69 State Street, 8<sup>th</sup> Fl, Albany, NY 12207) and the ENTERPRISE COMMUNITY PARTNERS, INC, (1 Whitehall Street, 11<sup>th</sup> Floor, New York, New York 10004) shall be named as an additional insured on the policies required by subparagraphs (A and B) above. The successful bidder shall furnish certificates of insurance to the Land Bank and corresponding policy endorsement setting forth the required coverage hereunder prior to commencing any work, and such policies shall contain an endorsement requiring the carrier to give at least ten days' prior notice of cancellation to the Land Bank.

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 NYS Labor Law, injury to employees or injury to subcontractors. The successful bidder shall ensure that any subcontractors hired carry insurance with the same limits and provisions provided herein. The successful bidder agrees to cause each subcontractor to furnish the Land Bank with copies of certificates of insurance and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such subcontractor 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

## **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. Responses should list the cost of water and sewer termination by building address in a Lump Sum (LS) cost per structure. Payments will not exceed these amounts regardless of the actual costs incurred in completing the services. Contractors may bid a portion of the work by building. Land Bank reserves the right to accept all or a portion of the work bid, however, it is the preference of the Land Bank to have one contractor complete the entire job. See form at end of RFP for minimum requested information. If you would like to add additional information please add additional pages.

2. The Respondent should address the following information: (a) business address, phone number, fax number and e-mail address; (b) a brief description of the firm's history and experience in providing services covered by this RFP; and (c) describe other projects involving similar works (including name of clients served, and length of time providing such services).

## **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, 8<sup>th</sup> Fl  
Albany, NY 12207

The proposal shall be contained in a sealed envelope, clearly marked "Albany County Land Bank – Water & Sewer Termination RFP." 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.

ACLB Water & Sewer Terminations RFP-Oct 2018

Contractor Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Primary Contact: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Experience: \_\_\_\_\_  
\_\_\_\_\_

Reference Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Job Description: \_\_\_\_\_

Reference Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Job Description: \_\_\_\_\_

Reference Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Job Description: \_\_\_\_\_

Water & Sewer Termination Bid price:

320 Second Street, Albany NY	\$ _____
48 Swinton Street, Albany NY	\$ _____
446 Elk Street, Albany NY	\$ _____
378 Second Street, Albany NY	\$ _____
174 Livingston Ave, Albany NY	\$ _____
350 Second Street, Albany NY	\$ _____
436 Third Street, Albany NY	\$ _____
57 Liebel Street, Albany NY	\$ _____
281 Sheridan Ave, Albany NY	\$ _____
296 Sheridan Ave, Albany NY	\$ _____

TOTAL: \$ \_\_\_\_\_

Name: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_