Request for Proposals
GUT REHAB OF
TWO PROPERTIES

Date Issued: Friday October 26, 2018

Due: Monday November 26, 2018 by 2:00 PM local time

NOTICE IS HEREBY GIVEN that submissions will be received by the Troy Community Land Bank Corporation (the "Land Bank") to provide construction services for the gut rehab and renovation of the following two properties:

- 791 River Street, Troy, NY 12180
- 899 River Street, Troy, NY 12180

This Request for Proposal ("RFP") is a competitive process designed to serve the Land Bank's best interests and to provide interested entities a fair opportunity for consideration of their services. The request is open to all qualified entities able to deliver all requirements specified in this RFP. Proposals should address the proposal requirements for the services as delineated in drawings, specifications, procurement instructions, environmental assessment and remediation reports, and other related background and supporting information. All proposals will be treated as confidential and reviewed only by the Land Bank or the Land Bank's consultants.. Proposals must be received at the Troy Community Land Bank offices located at the Hendrick Hudson Building, 200 Broadway, Suite 701, Troy, NY 12180-0826, no later than 2:00 PM local time Monday, November 26, 2018. Respondents must submit two (2) original printed proposals and one electronic file of said proposal. The proposal shall be contained in a sealed envelope, clearly marked "Troy Community Land Bank – PROPOSAL FOR GUT REHAB OF TWO PROPERTIES". Faxed and email RFPs are not acceptable.

Please note that in the event information contained herein conflicts with information contained in the "Procurement & Contracting Requirements" dated November 01, 2018, the information contained herein shall rule unless otherwise noted and informed to prospective bidders/respondents.

I. GENERAL BACKGROUND

The Troy Community Land Bank Corporation was approved by New York State Urban Development Corporation d/b/a Empire State Development, pursuant to Article 16 of the New York State not-for Profit Corporation Law on September 18, 2014. The Troy Community Land Bank Corporation is a local public authority and New York Not-For-Profit Corporation formed in 2014 by the City Council of the City of Troy to facilitate the return of vacant and abandoned properties to productive use. The Land Bank's work will include the acquisition, and resale of properties to qualified buyers/investors, Land Bank-managed renovation of properties to sell in move-in or rehab ready condition, and long-term holding and assembly of certain properties to facilitate future development projects. For more information, visit http://www.tapinc.org or **Error! Hyperlink reference not valid.**.

II. Qualifications:

- **Requirements:** Respondents to this RFP shall demonstrate the expertise, experience and overall ability to meet all requirements and related criteria as delineated in the "Procurement & Contracting Requirements" dated October 17, 2018 as drafted for the Gut Rehab of 791 River Street and/or 899 River Street, the "Project Manual" dated September 28, 2018, and "drawing sheets" C, A1, A2, A3, A4, and E1 for 791 River Street and "drawing sheets" C, A1, A2, and E1 for 899 River Street, as prepared by the Troy Architecture Practice, LLC dated September 28, 2018 for both properties.
- Respondents to the RFP shall complete any and all environmental remediation work to reflect hazards as may be described in the documents above, and as may be described in the Rensselaer County Health Department Lead Paint Hazard Assessment pertaining to 791 River Street dated April 12, 2017 and pertaining to 899 River Street dated May 15, 2017, or as otherwise may be required pursuant to federal and/or state regulations. Qualification requirements shall also address any and all environmental remediation work to reflect hazards as may be described in the Asbestos evaluation report prepared by Alpine Environmental dated October 19, 2018 regarding 791 River Street and the report regarding 899 River Street dated October 22, 2018**,** or as otherwise may be required pursuant to federal and/or state regulations.

III. Scope of Services:

- Respondents to this RFP shall provide all materials, labor, installation, utilities, documents, and all other related criteria as delineated in the "Procurement & Contracting Requirements" dated October 17, 2018 as drafted for the Gut Rehab of 791 River Street and/or 899 River Street, the "Project Manual" dated September 28, 2018, and "drawing sheets" C, A1, A2, A3, A4, and E1 for 791 River Street and "drawing sheets" C, A1, A2, and E1 for 899 River Street, as prepared by the Troy Architecture Practice, LLC dated September 28, 2018 for both properties.
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IV. Proposal Requirements:

A proposal submitted in response to this RFP is to be formatted as set forth in Addendum A: Procurement and Contracting Requirements.

V. 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. 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.

B. 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.

C. 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 and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such contractor commencing any work.

1. **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.
2. **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.
3. **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.

VI. 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.

VII. 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.

VIII. MWVBE PROMOTION

It is the policy of the Land Bank that Minority-Owned Business Enterprises (MBE), Women-Owned Business Enterprises (WBE), and Veteran-Owned Business Enterprises 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.

IX. 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

X. 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.

XI. MISCELLANEOUS REQUIREMENTS

1. The Land Bank will not be responsible for any expenses incurred by any firm in preparing or submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

2. The contents of the proposal submitted by the successful firm and this RFP may become part of the contract for these services. The successful firm will be expected to execute said contract with the Land Bank.
3. Proposals shall be signed in ink by the individual or authorized principal of the responding party.
4. Proposals submitted shall be valid for a minimum of sixty (60) days from the date of opening.
5. The Land Bank reserves the right to reject any and all proposals received or to negotiate separately in any manner necessary to serve the best interests of the Land Bank.
6. The selected firm is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of any agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the prior written consent of the Land Bank.

XII. PROPOSAL SUBMISSION

Proposals must be received at the Troy Community Land Bank office:

Troy Community Land Bank Corporation
Attn: Anthony Tozzi,
Executive Director
200 Broadway, Suite 701
Troy, NY 12180-0826

The proposal shall be contained in a sealed envelope, clearly marked "Troy Community Land Bank - PROPOSAL FOR GUT REHAB OF TWO PROPERTIES". Faxed and email Proposals are not acceptable.

Note: Submissions must be submitted and received by than **Monday November 26, 2018 2:00 PM local time.**

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