



REQUEST FOR BID and PROJECT PROPOSAL

**Multiple Structure Asbestos Abatement
and Demolition Project**

Proposal Due Date: May 9, 2016 2:00 p.m.

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I. INTRODUCTION

With offices in the City of Schenectady, New York, the Land Reutilization Corporation of the Capital Region (“Land Bank” or the “Corporation”) is a New York not-for-profit corporation dedicated to the revitalization of vacant, abandoned and underutilized land in the counties of Schenectady and Montgomery. Currently, the Land Bank partners with the Cities of Schenectady and Amsterdam and Schenectady County.

The Land Bank is soliciting, through this Request for Proposals (“RFP”), proposals from qualified interested parties to provide services for the asbestos abatement, demolition, and removal of selected structures located in the City of Amsterdam, Montgomery County. The Land Bank is seeking qualified, experienced and responsible contractors with a documented track record of successful completion of asbestos abatement and municipal demolitions within New York State (hereinafter referred to as “Respondent” or “Contractor”). Structures to be demolished will primarily include structures that contain asbestos.

Selection Criteria are described in greater detail in Section V herein, and include, among others, the experience of the Contractor, competitive terms, and ability to deliver and mobilize within the timeframes as specified.

II. RFP TIMELINE

Solicitation issued:	April 25, 2016
Non-Mandatory Walk Through	April 28, 2016, 10:00 AM EST
Contractor inquiry period ends:	May 5, 2016, 2:00 PM EST
Submission deadline:	May 9, 2016, 2:00 PM EST

III. SCOPE OF SERVICES

1. Contractor shall provide a description of the work and shall provide details for the demolition and removal of debris including where the debris will be taken. Contractor shall describe how work is to be performed and what site safety measures will be implemented during the demolition phase. All demolition work done under this contract must conform to Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York (Cited as 12 NYCRR Part 56).
2. Contractor shall describe asbestos abatement work to be completed as part of this project. Contractor shall submit name of the firm responsible for asbestos abatement if it is being performed by a sub-contractor. Contractor shall provide information regarding asbestos abatement safety measures to be implemented as part of this work. Asbestos contractor/sub-contractor must provide resumes of key staff working on this project.
3. Additional responsibilities of the Contractor shall include demolition planning and securing the surrounding site of the structure to be demolished. Contractor shall be responsible for completing the pre-demolition checklist for the Land Bank for each property.

4. Contractor shall be responsible for confirming and verifying with the regulating authority that all utilities and power are disconnected before commencement of work.
5. Contractor shall be responsible for obtaining any and all necessary permits with respect to demolition and asbestos abatement work. Contractor shall exercise caution so as not to damage pedestrian sidewalks, or other municipal infrastructure.
6. Contractor shall be responsible for obtaining a licensed plumber to terminate sewer and water connections for properties to be demolished in the City of Amsterdam. Sewer and Water connections must be terminated at the main, and shall be responsible for repair of sidewalks or roadways upon completion of this work.
7. The Land Bank reserves the right to determine, on a case by case basis, the removal of various structures associated with the property including, but not limited to: property driveway and/or black topped parking areas, basement or foundation structure, and accessory structures such as detached garages or sheds. However, plans show removal of garages where applicable.
8. After removing a structure above grade, the Land Bank reserves the right to determine on a case by case basis, if any remaining foundation void area is to be filled with clean fill, and graded to allow for proper water runoff. Currently, all foundations are to be filled with clean fill.
9. Contractor shall be responsible for the addition of sufficient top soil so that area is free of rocks and other items that would prevent grass growth. Apply hydro seeding in a mix appropriate for a local condition to grow vegetation and prevent erosion.
10. Land Bank has the right at all times to inspect the progress of the work. If any inspection reveals that the work is defective and/or otherwise fails to comply with the specifications, in addition to any other rights it may have, the Land Bank may perform further inspections at Contractor's expense.
11. Contractor shall be responsible for notifying adjacent property owners, and shall be responsible for adjacent property protection during the demolition project. (See **EXHIBIT E: Poly Form Letter**).
12. Contractor shall be responsible for completion of and compliance with the demolition checklist (See **EXHIBIT F: Demolition Checklist**) for those properties located in the City of Amsterdam.
13. Contractor shall be responsible for compliance of asbestos abatement and demolition requirements for properties located within the City of Amsterdam, Montgomery County.
14. Contractor must not include Department of Labor ("DOL") Notification Fees in its bid. Contractor is responsible for notifying DOL, but it is the Land Bank's intent that Contractor and the Land Bank will submit an Asbestos Project Notification Fee Waiver Request &

Certification form to the DOL for waiver of the Notification Fees pursuant to Labor Law § 904. If, for any reason, the Department of Labor does not waive any or all Notification Fees, Contractor will be solely responsible for paying such fees, without additional compensation from the Land Bank.

15. No Contractor shall commence work under this contract until the Contractor has obtained all the insurance required by a company duly authorized to do business in New York State and in accordance with Section VIII, herein.

IV. PROPOSAL REQUIREMENTS

The following are the submission requirements for all Proposals. Land Bank reserves the right, in its sole discretion, to reject any Proposal that is deemed incomplete or unresponsive to the RFP requirements. Land Bank also reserves the right, in its sole discretion, to reject any and all Proposals or to waive any formality or technicality in any bid, if it believes that the public interest will be promoted thereby.

Proposals should clearly and concisely state the unique capabilities, experience, and advantages of the Contractor, and demonstrate the Contractor's capability to satisfy the requirements and objectives set forth in this RFP.

A. Format of Responses

Please respond to the set of questions that follows. Although there will be no set page limit, we ask that all Responses be limited to the questions proposed and not include any extraneous information or appendices. The Responses must be in the following required form: (1) questions must be answered in the order presented, (2) each response must be numbered to correspond with the question being answered and must be preceded by a restatement of the question, (3) each page must be numbered, (4) include Exhibits A through L in the Response, and (5) each copy of the Response must be bound in one volume.

DO NOT SEND RESPONSES BY FAX OR EMAIL. RESPONSES WILL BE ACCEPTED ONLY BY MAIL, HAND DELIVERY OR EXPRESS-MAIL DELIVERY SERVICES.

If any proprietary information is contained in the response, it should be clearly identified.

B. Response Content

1. Responses must list the cost of demolition and asbestos abatement work, excluding the expenses incurred in preparing and submitting this Response. The base bid must not include the notification fee costs. It is the Land Bank's intent that Contractor and the Land Bank will submit an Asbestos Project Notification Fee Waiver Request & Certification form to DOL for waiver of the Notification Fees pursuant to Labor Law § 904. If, for any reason, DOL does not waive any or all Notification Fees, Contractor

will be solely responsible for paying such fees, without additional compensation from the Land Bank. Contractor shall include within the bid price prevailing wages. The Land Bank has made a voluntary policy determination to require that prevailing wages apply to this bid. Sample wage schedules are attached hereto as Exhibit J. In the event the Contractor does not pay prevailing wage in connection with the project, the Contractor assumes sole responsibility for any claims associated with the failure to pay prevailing wage, waives any claims it may have against the Land Bank arising out of the party's failure to pay prevailing wage, and agrees to defend, indemnify, and hold harmless the Land Bank against any and all claims by third parties, including administrative claims by the Department of Labor, arising out of the failure to pay prevailing wage. For purposes of this paragraph the word "claim," is intended to cover any and all forms of loss or liability, including without limitation, damages, attorneys' fees, costs, expenses, penalties, and/or interest. Notwithstanding the foregoing, nothing contained herein is intended to or shall constitute an admission by the Land Bank that prevailing wage is legally required for this bid or any future work.

2. Payments made to Contractor will not exceed the amounts listed in the base bid regardless of the actual costs incurred in completing the services.
3. Responses must include the business address, phone number, fax number, e-mail address, and Federal ID number for Contractor and all sub-contractors;
4. Responses must include a brief description of the Contractor's history and experience in providing services covered by this RFP, including a description and past experience of their company and subcontractors, with regard to structure demolitions and asbestos abatement work. This description shall include general location and dates of previous demolition and/or asbestos abatement work. Contractor shall also provide references including governmental agencies (if applicable) where similar work has been performed over the past five years.
3. Responses must include resumes describing the qualifications and background of the primary contact person and other key staff who will be assigned to projects covered by this RFP. If Contractor intends to use the services of a subcontractor, responses must include resumes for each subcontractor. Descriptions of how the primary contact person and other key personnel meet the general qualifications described in Section II, Scope of Services shall be provided. Please note that the individuals listed will be expected to be available should the Land Bank request to conduct interviews. Such resumes should describe relevant training and experience as it relates to the Scope of Services.
4. Responses must include three (3) years of financial records for Contractor, which may include tax returns.
5. Responses must include a list of three to five relevant client references, including a contact person's name, address and phone number.
6. Responses must include a detailed project schedule that includes a begin work date, and dates showing the abatement schedule for each of the five (5) structures to be abated only, and the demolition and abatement timeframe for each of the two (2) structures. The Land

Bank anticipates a contract award date of **May 17, 2016**. **The estimated start date for this project is May 18, 2016.**

7. The successful Contractor shall be responsible for all expenses related to the demolition, removal of debris, infill of voided space, and the safe work environment of the property.
8. Contractor shall supply the Land Bank with copies of bills of lading and invoices thereto. Bill of lading, dump tickets for hazardous and nonhazardous waste, and final air monitoring report (if applicable) shall be submitted before payment will be made.
9. Responses must include an EEO Policy Statement stating the Contractor's non-discriminatory policy in accordance with federal and state laws. This form or the Contractor's EEO Policy must be signed and submitted as part of any Response. **Either the Contractor's EEO Policy or EXHIBIT A and EXHIBIT C must be completed and submitted with the response to RFP.**
10. Complete and submit **EXHIBIT B** regarding prior non-responsibility determinations and **EXHIBIT C** with respect to anticipated staff utilization.
11. Contractor 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. If Contractor is not an M/WBE and does not propose to utilize an M/WBE as a subcontractor, it must submit documentation demonstrating its good faith efforts toward utilizing M/WBE. Such documentation shall include, at a minimum, the information required to be maintained by the Contractor pursuant to 5 N.Y.C.R.R. § 142.8.

V. SELECTION CRITERIA

Generally, the selected Contractor for this bid must be willing to handle a large volume of demolitions with the experience and capacity to complete each demolition and removal of debris in a timely manner, without interruption, once each individual structure demolition is commenced, to be finalized in the contract with the Land Bank. It will be the contractor's responsibility to demolish property with asbestos in accordance with applicable state and federal regulations as noted within this proposal, utilizing work safe practices in line with New York State laws and regulations, Occupational Safety and Health Administration ("OSHA") regulations and applicable City Ordinances.

In evaluating received Proposals, Land Bank will use the following Selection Criteria to select the Designated Contractor:

- *Financial Offer*: Provision of competitive demolition and asbestos abatement costs for the contract and all individual structures.
- *Financial Feasibility*: Contractor's demonstrated financial condition to complete the Project; sufficient revenue to support operating revenues, and no substantial debt.
- *Environmental Impact*: The demonstration of certification for asbestos removal and handling and overall compliance with federal, state, and local environmental laws, rules, regulations, ordinances and standards.

- *Experience:* Contractor's structures demolition experience, skills, and resources necessary to complete the project on time and within budget, including experience of relevant structures, references of equivalent scale and demolition experience with municipal agencies.
- *Schedule and Timing:* Contractor shall submit a completion timeline identifying the estimated length of time to complete all Work. Any contingencies that may affect this time line should be identified. Contractor must be able to mobilize and commence Work immediately; **time is of the essence**. The Contractor shall be able to commence Work no later than ten (10) days after receipt of all necessary approvals. The Land Bank expects this project to be fully complete and closed out by July 31, 2016.
- *Overall Approach and Understanding of the RFP and Work:* As evidenced by complete submission, among other things.

Land Bank also reserves the right to conduct interviews with or pose questions in writing to individual Contractors in order to clarify the content of their proposals and to ensure a full and complete understanding of each proposal. Land Bank shall undertake to pursue uniformity in the questions it asks to Contractors to the extent practicable, but Land Bank may ask different or additional questions to different Contractors in the context of individual interviews or written questions. Land Bank shall designate a staff member who shall be the permissible contact for the purpose of such interviews and Contractors who are invited to interview will receive additional instructions about the interview format and any further requests for information.

VI. SUBMISSIONS

1. Delivery of Copies

Contractor must submit (3) copies of the Response, including accompanying exhibits. No materials will be accepted after the due date and time. Any material received after the stated date and time will be considered late and will be returned to the Contractor unopened. Responses will be time stamped by the Land Bank.

The mailings must be marked "Asbestos Abatement, Demolition, and Removal of Structures." They will be kept unopened until the deadline. Late proposals will be marked "Received Past Deadline" and returned unopened. The Land Bank, in its sole discretion, reserves the right to accept or reject any or all responses received as a result of this request, to negotiate with any qualified source, or to cancel in part or in its entirety this RFP. The Land Bank may request additional information from the Contractors during the course of the selection process and all responses will become the property of the Land Bank.

PROPOSALS WILL BE ACCEPTED UNTIL 2:00 P.M. ON May 9, 2016. The Responses should be delivered to:

Ms. Jennifer Thorne, Project Manager
Land Reutilization Corporation of the Capital Region

City Hall Room 14
105 Jay Street
Schenectady, New York 12305

PLEASE DO NOT SEND RESPONSES BY E-MAIL OR FAX. RESPONSES WILL BE ACCEPTED ONLY BY MAIL, HAND DELIVERY OR EXPRESS-MAIL DELIVERY SERVICES.

BID OPENING will be at 2:00 PM EST on May 9, 2016, Room 14, Schenectady City Hall.

2. RFP Inquiries

Questions regarding this RFP may be submitted via e-mail to Jennifer Thorne, Project Manager, at jthorne@capitalregionlandbank.org until 2:00 PM EST May 5, 2016, with a copy to Nick Zabawsky, Amsterdam Project Manager, at orionmgcco@aol.com and Steve Strichman, Executive Director, at sstrichman@schenectadyny.gov. Questions sent or delivered to any other individual may not be considered for response and will be grounds for disqualification. If any prospective Contractor finds discrepancies or omissions or there is doubt as to the true meaning of any part of this RFP, a written request for a clarification or interpretation shall be submitted to the Land Bank only at the above address. In turn, the Land Bank shall notify all candidates of record of such clarifications.

Contractor must agree to comply with all procedures of the Corporation related to permissible contacts.

A non-mandatory bid walk through will be held on April 28, 2016. The walk through will begin promptly at 10:00 AM, at 131-133 Guy Park Avenue Amsterdam NY. Contractors will not be allowed access to condemned properties, however they will be included in the walk through.

VII. STATEMENT OF LIMITATIONS

1. This RFP, submissions from Contractors to this RFP, and any relationship between Land Bank and Contractors arising from or connected or related to this RFP, are subject to the specific limitations and representations expressed below, as well as the terms contained elsewhere in this RFP. By responding to this RFP, Contractors are deemed to accept and agree to this Statement of Limitations. By submitting a response to this RFP, the Contractor acknowledges and accepts Land Bank's rights as set forth in the RFP, including this Statement of Limitations.
2. Responses meeting the submission requirements will be reviewed promptly. The Land Bank, at its sole discretion, may reject any and all proposals, or seek additional information (additional documentation, interviews, etc.) on any or all proposals, or choose not to award a contract(s) as a result of this solicitation. The Land Bank shall be under no obligation to

execute an agreement but by submitting this RFP, the Contractor shall negotiate in good faith on the terms of the proposal. The Land Bank's form of agreement is attached as **EXHIBIT H**. By responding to this RFP the Contractor acknowledges and is willing to execute such form in substantially the condition it is in.

3. Nothing herein shall obligate the Corporation to demolish all or any of the structures listed in the Requests for Proposal.
4. Corporation reserves the right to: (i) amend, modify, or withdraw this RFP; (ii) revise any requirements of this RFP; (iii) require supplemental statements or information from any responding party; (iv) accept or reject any or all responses thereto; (v) extend the deadline for submission of responses thereto; (vi) negotiate or hold discussions with any Contractor and to correct deficient responses which do not completely conform to the instructions contained herein; and (vii) cancel, in whole or part, this RFP, for any reason or for no reason. Land Bank may exercise the foregoing rights at any time without notice and without liability to any Contractor or any other party for its expenses incurred in the preparation of responses hereto or otherwise. Responses hereto will be prepared at the sole cost and expense of each Contractor.
5. Demolition work shall commence within ten (10) days of receipt of required approvals. If for any reason Contractor cannot complete the work after submitting the accepted bid, said contractor may, at the Land Bank's discretion, be removed either temporarily or permanently, from participation with the Land Banks' projects.
6. This bid and proposal is not assignable or conveyable in any fashion and may not be pledged or encumbered without the express written permission of the Capital Region Land Bank. Asbestos abatement work must be completed by a contractor having a valid license by the New York State Department of Labor to perform this work. Awards for the engagement by the Land Bank are expected no later than May 18, 2016.
7. **Contractors must rely on their own research and investigations for all matters, including, without limitation, costs, permitting, financing, construction, remediation, and renovation.**
8. Land Bank reserves the right, in its sole discretion, without liability, to utilize any or all of the RFP responses, including late responses, in its planning efforts. Land Bank reserves the right to retain and use all the materials and information, and any ideas or suggestions therein, submitted in response to this RFP (collectively, the "Response Information") for any purpose. By submitting a Response, each Contractor waives any and all claims against Land Bank relating to Land Bank's retention or use of the Response Information.
9. This RFP shall not be construed in any manner to implement any of the actions contemplated herein, nor to serve as the basis for any claim whatsoever for reimbursement of costs for efforts expended in preparing a response to the RFP. Land Bank will not be responsible for any costs incurred by Contractors related to preparing

and submitting a response to this RFP, attending oral presentations, or for any other associated costs.

10. Contractor shall include within the bid price prevailing wages. The Land Bank has made a voluntary policy determination to require that prevailing wages apply to this bid. Sample wage schedules are attached hereto as **Exhibit J**. In the event the Contractor does not pay prevailing wage in connection with the project, the Contractor assumes sole responsibility for any claims associated with the failure to pay prevailing wage, waives any claims it may have against the Land Bank arising out of the party's failure to pay prevailing wage, and agrees to defend, indemnify, and hold harmless the Land Bank against any and all claims by third parties, including administrative claims by the Department of Labor, arising out of the failure to pay prevailing wage. For purposes of this paragraph the word "claim," is intended to cover any and all forms of loss or liability, including without limitation, damages, attorneys' fees, costs, expenses, penalties, and/or interest. Notwithstanding the foregoing, nothing contained herein is intended to or shall constitute an admission by the Land Bank that prevailing wage is legally required for this bid or any future work.
11. To the best of Land Bank's knowledge, the information provided herein is accurate. Contractors should undertake appropriate investigation in preparation of responses.

VIII. INSURANCE REQUIREMENTS

Contractor will be expected to show evidence of the following insurance requirements (at a minimum and to the extent applicable), as listed below:

1. Worker's compensation and employer's liability insurance in accordance with State statutory limits;
2. Comprehensive liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate for bodily injury and property damage;
3. Automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage;
4. An excess/umbrella policy in the amount of \$5,000,000 and
5. Professional liability insurance in the amount of \$2,000,000 per claim.



BIDDER'S CHECKLIST

Please initial on the space provided below to confirm that your Bid includes all of the information required by this RFP. Failure of the bidder to sign off on all of the items below or otherwise strictly comply with the instructions, may result in rejection of the Bid.

_____ **BID FORM (Bid Excludes DOL Notification Fees).**

_____ **CONTRACTOR RESPONSE TO RFP**

_____ **RELEVANT PAST PROJECT EXPERIENCE**

_____ **PROJECT SCHEDULE**

_____ **CONTRACTOR AND SUBCONTRACTOR RESUMES**

_____ **DOCUMENTATION OF GOOD FAITH EFFORT TO UTILIZE M/WBE**

_____ **THREE TO FIVE REFERENCES**

_____ **THREE YEARS OF FINANCIAL RECORDS**

_____ **EXHIBITS COMPLETED**