Request for Proposals

KINGSTON CITY
LAND BANK

REQUEST FOR PROPOSALS: KCLB Engineering Services

Date Issued: 3/27/25

RFI Deadline: 4/8/25 at 5pm

RFP Date Due: 4/17/25 at 5pm

Anticipated Date of Award: 4/29/25

RFP Outline

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1) Introduction

The Kingston City Land Bank, Inc. ("KCLB") invites you (may be referred to herein as "Applicant" or "Respondent") to respond to this Request for Proposals ("RFP") for engineering services for three (3) new construction modular single-family homes located in Kingston, NY 12401 ("properties").

The KCLB is a 501(c)(3) organization based in Kingston, NY. The mission of the KCLB is to foster an equitable community where vacant or distressed properties are transformed into community assets that improve the quality of life for Kingston residents, stabilize and enhance neighborhoods, and create new pathways for social and economic development. The KCLB is charged with streamlining and facilitating the processes by which vacant, abandoned, and underutilized properties can be returned to productive use.

2) Project Description

The project involves the development of siteplans and foundation plans for the following three (3) properties:

- 35-37 Hanratty St. (SBL 56.35-6-10)
- 177 Murray St. (SBL 56.35-8-12)
- 43 Teller St. (SBL 48.74-2-6)

All properties are located in Kingston, New York. **Respondents must provide a proposal for all three homes, with a fixed price proposal with pricing broken down for each property.**

KCLB is seeking proposals for engineering services for these three homes, including site plans and foundation plans, as detailed below in Section 4 "Submission Requirements." Each of these properties will have the site cleared, and a 1 or 2 bedroom, small modular house built on the lot. The intention is for the layout of the building to be simple and streamlined. They will each be rectangular, 1 story modular houses. The modular company will be doing the engineering on the house unit that sits on the foundation, and will provide drawings with load requirements for the foundation. These drawings will be provided to the Engineer/Architect that KCLB works with for this project. The Engineer/Architect will also be provided surveys with topographical markings.

3) Submission

On or before the RFP submission deadline, the Applicant shall submit a Proposal ("submission" or "submittal") in accordance with the instructions and Exhibits contained in this RFP, as well as any addenda that may be issued to the RFP.

Submittals must be made electronically via email. No hard copy submissions will be accepted.

The subject line of the submission should be "KCLB Engineering Services Proposal Submission" and all submittal documents should be included in a single email. Submittals received after the due date and time prescribed in the RFP may be accepted at the sole discretion of the KCLB. **Submittals must be sent to the contact person at the location listed below:**

Mike Gilliard
Executive Director
Kingston City Land Bank, Inc.
rfp@kclb.org

Submission shall constitute permission from the Applicant for the KCLB to make such inquiries concerning the Applicant as the KCLB deems necessary. Proposals that are incomplete or not in conformance with the requirements of this RFP may be eliminated from further consideration. Applicants should note carefully the submission requirements listed below in Section 4. ("Submission Requirements").

After submission, KCLB will only accept additions or changes to a respondent's Proposal at its discretion. Upon review, KCLB may notify an Applicant that additional information or clarifications are necessary and provide a deadline for submission of such information.

KCLB may amend or withdraw this RFP at any time. In order to be considered, Proposals must conform to any amendments that may be issued to this RFP.

SELECTION

Selection of an Applicant under this RFP means only that KCLB will commence negotiations with such Applicant regarding the proposal. Upon such selection, KCLB will set forth certain information regarding the procedures that will form the basis of such negotiation.

KCLB reserves the right to terminate negotiations, with or without cause, after Applicant selection. KCLB reserves the right to accept a proposal other than the proposal containing the lowest prices, to waive irregularities in any proposal, or to reject all proposals.

TIMETABLE

Respondents shall electronically submit their complete Proposal on or before **5pm on April 17, 2025**

SCHEDULE

The following is the estimated timetable for receipt, evaluation, and selection of submittals; and commencement of work. This is only an estimate and is provided to assist responding firms in planning.

- Issuance of RFP 3/27/25
- Last Day to Submit Requests for Information 4/8/25
- Proposals Due from Respondents 4/17/25
- Anticipated Contract Award 4/29/25
- Contract Signing 5/1/25
- Site plans due 5/30/25

4) Submission Requirements

All submissions become the property of KCLB.

A completed submission must include:

- A description of your approach to the project. Would you do siteplan and structural engineering both in-house, or work with another firm? Proposal should be inclusive of

all costs involved. If working with another firm, please include the details of this other firm.
- Brief summary of your qualifications for this project.
- Respondents must provide a pricing structure that is fixed price.
- A separate price should be provided for each property, progress payments must be specified and an hourly rate for work outside of the general scope must be provided.
- NYS Engineer or Architect License number
- Evidence of insurance coverage that meets or exceeds the requirements below ("Insurance")
- Executed Signature Page "Exhibit B"

Expected Deliverables :

For each property:

- Site plan showing:
    - Building foundation location
    - Driveway location
    - Driveway detail
    - Utility connections
    - Topographic lines and proposed grade changes
    - Tree clearing
    - Gutter and foundation drain drainage paths
    - Fence locations with notes
    - Setbacks to adjacent properties
    - Notes on other sites work needed
- Foundation plan showing:
    - Foundation design and dimensions
    - Foundation drain details
    - Location of Bilco or basement doors
    - Foundation elevations called out
- Foundation section showing:
    - Foundation details
    - Waterproofing details
    - Sub footing build up and drainage details
- Basement Floorplan showing locations of electric service, water heater, heatpump condenser, and basement lights
- Plans and specs must meet all Federal, State and Local building codes, as well as the NY Stretch Energy Code, Kingston Zoning Code, and all applicable local regulations.

Applicant acknowledges that all or part of its Proposal may be subject to The New York State Freedom of Information Law, as set forth in Article 6, Section 84–90 of the Public Officers Law.

5) Inquiries

In the event a Submitter desires any explanation regarding meaning or interpretation in this RFP, or additional information regarding the Project, such explanation or information shall be requested in writing, no later than **April 8, 2025**. In the event KCLB determines that it is necessary to respond to the inquiry in writing, such response will be furnished as an addendum to the RFP to all potential Submitters. All inquiries shall be directed ONLY to the contact listed below.

Formal inquiries regarding this RFP shall be directed **in writing only** to:

Mike Gilliard
Executive Director
Kingston City Land Bank, Inc.
rfp@kclb.org

ADDENDA:

Receipt of an addendum to this RFP by a Submitter shall be acknowledged by attaching an original signed copy of the addendum to the submittal. All addenda shall become a part of the requirements for this RFP.

6) Site Walkthrough

There will be no site walkthroughs for this project. All three sites are empty lots, which can be viewed from the street. Applicants are welcome to visit the lots to familiarize themselves with the sites. If you visit the sites, please be respectful of our neighbors and stay off of adjacent properties.

7) Contract Requirements

A. INSURANCE

The Contractor shall provide for itself and maintain at its own cost and expense until the completion of the Work the following forms of insurance issued by an insurance company licensed to do business in the State of New York:

(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. If CGL coverage contains a General Aggregate Limit, such General Aggregate Limit shall apply separately to each Property. The Contractor's insurance shall include contractual liability coverage and completed operations coverage. CGL coverage shall be written on an "occurrence" basis with coverage as broad as the Insurance Service Office form and no policy provisions may restrict, reduce, limit or otherwise impair contractual liability coverage or the status of any additional insured party.

(b) Comprehensive Automobile Liability coverage with limits of not less than One Million Dollars ($1,000,000.00) per accident.

(c) Commercial Liability Umbrella coverage with limits of liability not less than One Million Dollars ($1,000,000.00).

(d) Workers' Compensation and Employers' Liability in form and amounts required by law. The "Kingston City Land Bank, Inc." shall be named as an additional insured on the policies required by subparagraphs (a), (b), (c) (d) and (e) above on a primary and non-contributory basis. The Contractor shall furnish certificates of insurance to the KCLB and

corresponding policy endorsement setting forth the required coverage hereunder prior to entering the Property or commencing any Work, and such policies shall contain an endorsement requiring the carrier to give at least ten days' prior notice of cancellation or suspension to the additional insured parties. All insurance required by this contract shall be on a primary and non-contributory basis to any insurance maintained by the KCLB. The Contractors policy may not contain any exclusion for New York Labor Law injury to any employees, whether employed by the Contractor or a subcontractor, or any other person performing any portion of the Work. The Contractor and his insurer shall waive all rights of subrogation against the KCLB and all other Indemnified Parties, on the policies required by subparagraphs (a), (b), (c), (d) and (e) above.

(e) Professional Liability with limits of liability not less than One Million Dollars ($1,000,000.00) per Claim and ($2,000,000.00) in aggregate.

B. Subcontractors are required to have an unmodified Commercial General Liability policy without limitation with respect to Employers Liability and injury to independent contractors. The Contractor shall have the affirmative duty to ensure that all subcontractors hired carry insurance with the same limits and provisions provided herein. The Contractor agrees to cause each subcontractor to furnish the KCLB with copies of certificates of insurance and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such Contractor entering the Property or commencing any Work.

C. Indemnification by the Contractor. To the fullest extent permitted by applicable law, the contractor shall indemnify, defend, and hold harmless the Land Bank and its contractors, officers, directors, servants agents, representative and employees (each, individually, an “indemnified party” and, collectively, the “indemnified parties”), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys ’fees and disbursements), causes of action, suites, claims, damages, penalties, obligations, demands or judgements of any nature, including, without limitation, for death, personal injury, and property damage and claims brought by third parties for personal injury and/or property damage (Collectively, “Damages”) incurred by any identified party to the extent caused by (i) and breach of this contract by the contractor, its subcontractors, officers, directors, members, servants, agents, representatives, or employees, of (ii) the malfeasance, misfeasance, nonfeasance, negligence, unlawful act or omission, or intentional misconduct of the contractor, its subcontractors, officers, directors, members, servants, agents, representatives, or employees, arising out of or in connection with this Contract or the work. This paragraph shall survive the termination or expiration of this contract.

8) Legal

The issuance of this RFP and the submission of a response by any Applicant or its firm, or the acceptance of such response by the KCLB do not obligate the KCLB in any manner whatsoever. Legal obligations will only arise upon KCLB approval. The KCLB reserves the right to (a) amend, modify, or withdraw this RFP in its sole discretion; (b) revise any requirements of this RFP; (c) reject any or all proposals received in response to this RFP; (d) make an award under this RFP in whole or in part; (e) disqualify any Applicant whose conduct and/or proposal fails to conform to the requirements of this RFP; (f) seek clarifications and revisions of proposals; (g) use proposal information obtained through interviews and its investigations of an Applicant’s qualifications, experience, ability or financial standing, and any material or information submitted by the Applicant in response to the KCLB’s request for clarifying information in the course of evaluation and/or selection under this RFP; (h) prior to the proposal selection, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available; (i) prior to the proposal selection, direct proposers to submit proposal modifications addressing subsequent RFP amendments; (j) change any of the scheduled dates; (k) eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective proposers; (l) waive any

requirements that are not material; (m) negotiate with the selected Applicant within the scope of the RFP in the best interests of the KCLB; (n) conduct contract negotiations with the next responsible Applicant, should the KCLB be unsuccessful in negotiating the selected Applicant; (o) utilize any and all ideas submitted in the proposals received; and (p) require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an Applicant's proposal and/or to determine an Applicant's compliance with the requirements of this RFP.

KCLB may exercise the foregoing rights at any time without notice and without liability to any Applicant or any other party for its expenses incurred in the preparation of proposals hereto or otherwise. Proposals hereto will be prepared at the sole cost and expense of each Applicant.

General Contractor shall be required to fully comply with the following:

NONDISCRIMINATION; COMPLIANCE WITH FAIR HOUSING ACT AND EQUAL CREDIT OPPORTUNITY ACT

Contractor hereby agrees it shall not discriminate in its activities and operations in connection with this RFP on the basis of age, race, creed, ethnicity, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by the United States federal, state, or local law or regulation. By responding to this RFP, Contractor expressly agrees not to use any payments made to them, their Subrecipient, Subcontractor, sub-Subrecipient or Sub-Subcontractor by the KCLB for any purpose or in any manner that could be deemed to violate the Fair Housing Act, 42 U.S.C. § 3601 *et seq.*, or the Equal Credit Opportunity Act, 15 U.S.C. § 1691 *et seq.*, or any regulation promulgated thereto.

ANTI-CORRUPTION/BRIBERY

Contractor represents and warrants that it is familiar with and is in compliance with the Foreign Corrupt Practices Act of 1977 (FCPA) (15 U.S.C. § 78dd-1, et seq.) (as amended) and shall not engage in any form of bribery, collusive practice or any other form of corruption, nor will it extort, solicit, receive, offer, promise or give any undue financial or other advantage, directly or indirectly, in connection with any of its dealings with Enterprise. Furthermore, Contractor nor any person acting on its behalf shall authorize the giving of, offer, or give anything of value to any official or employee of the government or any state-owned entity, any agent or representative of the foregoing, or any other person (including any Enterprise employee, contractor or agent) to improperly obtain, retain, or direct business or any improper advantage for or to any person.

LOBBYING AND POLITICAL ACTIVITY

Contractor shall not use any funds disbursed to it under this Agreement for any political campaign or to influence the outcome of any election, to carry on propaganda, to lobby or otherwise attempt to influence legislation or the outcome of any specific public election, to carry on directly or indirectly, any voter registrations drive or to conduct any activities described in Sections 4945(d) and (e) of the United States Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations promulgated thereunder.

INDEMNIFICATION

1. To the fullest extent permitted by applicable law, the Contractor shall indemnify, defend, and hold harmless the KCLB, and its contractors, officers, directors, servants, agents, representatives, and employees (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage and claims brought by third parties for personal injury and/or property damage (collectively, "Damages") incurred by any Indemnified Party to the extent caused by (i) any breach of this Contract by the Contractor, its contractors, subcontractors, officers, directors, members, servants, agents, representatives, or employees, or (ii) the malfeasance, misfeasance, nonfeasance, negligence, unlawful act or

omission, or intentional misconduct of the Contractor, its subcontractors, officers, directors, members, servants, agents, representatives, or employees, arising out of or in connection with this Contract or the Services to be performed hereunder. This paragraph shall survive the termination or expiration of this Contract.

2. The Contractor, intending to be legally bound, hereby expressly agrees and covenants to hold harmless and indemnify Enterprise, its directors, officers, agents and employees from and against any and all third party costs, losses, actions, liability, demands, claims, damages and expenses of any nature or any kind (including, but not limited to, indebtedness, penalties, fines, Enterprise's costs and reasonable legal fees) incurred in connection with this Grant or that arise out of any act or omission of the Contractor, any Subcontractors of the Contractor, or of any of their respective employees or agents except to the extent any such costs, liability, demands, claims, damages or expenses result from Enterprise's gross negligence or willful misconduct. The Contractor shall be solely responsible and answerable in damages for any and all accidents or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor, or any Subcontractor pursuant to this Agreement. Contractor's obligations under this section shall survive termination of the agreement.

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.

MWBE PROMOTION

It is the policy of the KCLB that Minority-Owned Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, including but not limited to KCLB's Procurement Policy and requiring the Applicant to be in compliance with Article 15-A of the New York State Executive Law. It is also the KCLB'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.

AFFIRMATIVE ACTION

As required by Executive Law § 312, and in compliance with the KCLB's procurement policy, any contractor awarded a procurement contract in excess of $25,000 for services rendered to the KCLB 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,

upgrading, 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.

NON-DISCRIMINATION POLICY

1. 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.

2. Contractor shall not discriminate in its activities and operations in connection with this Agreement on the basis of age, race, creed, ethnicity, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by the United States federal, state, or local law or regulation. Contractor expressly agrees not to use Grant Proceeds for any purpose or in any manner that could be deemed to violate the Fair Housing Act, 42 U.S.C. § 3601 et seq., or the Equal Credit Opportunity Act, 15 U.S.C. § 1691 et seq., or any regulation promulgated thereto.

3. Contractor shall require any Subcontractor, or Sub-Subcontractor receiving Grant Proceeds to comply with the obligations set forth in this section, including by providing their express agreement not to use Grant Proceeds for any purpose or in any manner that could be deemed to violate the Fair Housing Act, 42 U.S.C. § 3601 et seq., or the Equal Credit Opportunity Act, 15 U.S.C. § 1691 et seq., or any regulation promulgated thereto.

SANCTIONS

Applicant agrees that it is in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224. None of the Applicant, any of its parent entities or subsidiaries or, to the knowledge of the Applicant, any director, officer, agent, employee or affiliate of the Applicant or any of its parent entities or subsidiaries is currently the subject or the target of any sanctions administered or enforced by the U.S. Government, including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury (or any successor thereto) ("OFAC"), or other relevant sanctions authority (collectively, "Sanctions"), and the Applicant will not directly or indirectly use the Grant Proceeds, or lend, contribute or otherwise make available such proceeds to any parent entity, subsidiary, affiliate, joint venture partner or other person or entity (i) to fund any activities of or business with any person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions or (ii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions. Applicant represents that neither the Applicant nor any principal of Applicant, nor any person or entity owning a direct or indirect interest in or having a direct control over Applicant is a person or entity that is named as a "specifically designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets control at its official website: http://www.treas.gov/ofac/t11sdn.pdf.

9) Exhibit A: Signature Page

KINGSTON CITY
LAND BANK

Kingston City Land Bank, Inc. Request for Proposals: Engineering Services

I hereby certify that the information provided in my Request for Proposals (RFP) package is accurate and complete. I understand that any inaccurate or misleading statements or representations made in my application are grounds for immediate termination of any existing contracts or agreements with the KCLB.

I also acknowledge that I have reviewed and am in compliance with all requirements of this RFP as well as all policies of the KCLB, including but not limited to the Conflict of Interest Policy.

I also understand that the KCLB may contact my references included in my application.

Signed,

_____

Name: _____

Title: _____

Company: _____

Date: _____