



Kingston City Land Bank

Request for Proposals

REQUEST FOR PROPOSALS (RFP): For Materials and Installation of Windows, as specified below

Date Issued: [1/10/22]

Deadline for Submissions: [1/21/22]

RFP Outline

- 1) INTRODUCTION
- 2) DESCRIPTION
- 3) SUBMISSION
- 4) SUBMISSION REQUIREMENTS
- 5) INQUIRIES
- 6) LEGAL

Exhibit A: Signature Page

Exhibit B: Materials and Delivery Description

REQUEST FOR PROPOSALS (RFP) for Materials and Installation of Windows

Kingston City Land Bank Inc. (KCLB) requests the submission of proposals for the Materials and Delivery, and Installation of Windows as described in “Exhibit B: Materials, Delivery, and Installation Description.”

The **DEADLINE** for submission is [1/21/22].

Kingston City Land Bank is accepting the submission of proposals **ONLY** via digital submission. Details below in Section 3: Submission.

1) Introduction

The Kingston City Land Bank, Inc. (“KCLB”) invites you (may be referred to herein as “Applicant”) to respond to this Request for Proposals (“RFP”) for proposals for the furnishing, delivery, and installation of materials as described in described in “Exhibit B: Materials, Delivery, and Installation Description” (may be referred to as “Materials and Installation”).

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) Description

See “Exhibit B: Materials, Delivery, and Installation Description” for the specifics of of the “Materials and Installation” to be priced in proposals responding to this RFP.

KCLB is a tax-exempt non-profit, and no sales tax should be factored into Applicant’s proposal.

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 must be “KCLB Windows 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@kingstoncitylandbank.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 respondents 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 highest offered price, to waive irregularities in any proposal, or to reject all proposals.

Award of the contract is subject to approval by Kingston City Land Bank Board of Directors. KCLB and its Directors reserves the right to reject any or all proposals, or to accept any part of the proposal without accepting the whole thereof, or to accept such proposal they deem to be in the best interest of the community, neighborhood, and City.

TIMETABLE

Respondents shall electronically submit their complete Proposal on or before 5pm on [1/21/22] KCLB intends to respond to Applicants regarding their proposal by [2/1/22]

4) Submission Requirements

All submissions become the property of KCLB.

Applicants must submit a proposal that covers three key criteria:

- 1) Pricing for the Materials described in “Exhibit B: Materials, Delivery, and Installation Description”. Pricing should be broken down as requested in “Exhibit B: Materials, Delivery, and Installation Description”.
- 2) Signed Signature Page (Exhibit A).

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 [1/14/22]. 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@kingstoncitylandbank.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) 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.

Applicant shall be required to fully comply with the following:

Nondiscrimination; Compliance with Fair Housing Act and Equal Credit Opportunity Act

Applicant 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, Applicant expressly agrees not to use any payments made to them, their Contractor, 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

Applicant 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, Applicant 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

Applicant 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 Applicant 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 Applicant, 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 Applicant, its subcontractors, officers, directors, members, servants, agents, representatives, or employees, arising out of or in connection with this Contract or the Services to be per-

formed hereunder. This paragraph shall survive the termination or expiration of this Contract.

2. The Applicant, 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 Applicant, any Contractor or Subcontractors of the Applicant, 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 Applicant 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 Applicant, or any Contractor or Subcontractor pursuant to this Agreement. Applicant'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 Applicant 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 Applicant 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 Applicant 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 Applicant 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

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 Applicant agrees that neither it nor any of its contractors or 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.

Applicant 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. Applicant 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.

Applicant shall require any Contractor, 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>.



Exhibit A: Signature Page

KCLB RFP: Materials RFP

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: _____

Exhibit B: Materials and Delivery Description

Furnish and Deliver the following materials to 128 Franklin St. Kingston NY 12401:

15 Pella Windows with the following specifications:

- Double hung
- 2 over 2 lites
- General Info: No Package, Without Hinged Glass Panel, Clad, Pine, 5" sash for 3 11/16" wall, Black
- Exterior Color: Standard Enduraclad, Black
- Interior Color: Prefinished White Paint Interior
- Glass: Insulated Low-E Advanced Low-E Insulation Glass Argon Non High Altitude
- Hardware: Cam-action lock, matte black, no limited opening hardware, no integrated sensor
- Screen: full screen, black, InView
- Performance: U factor .30, SHGC .27, VL .50
- Grilles: SDL with spacers
- Wrapping: No exterior trim, 3 11/16", 5", Factory Applied, Pella Recommended Clearance
- No nailing fins

Rough Openings are as follows:

- 6 ea @ RO of 34 1/4" x 53 1/2"
- 3 ea @ RO of 34 1/4" x 41 1/2"
- 6 ea @ RO of 34 1/4" x 61 1/2"

Delivery to Curb at 124 Franklin st. Kingston NY 12401. All shipping costs must be included in pricing.

Install all 15 windows described above:

- verify measurements prior to window order being finalized
- receive and store new window delivery (at 124 Franklin)
- remove and dispose of any plywood covering windows
- remove and dispose of existing windows, stops, and storm windows
- replace with new Pella windows
- install primed stops on inside
- install black aluminum trim on exterior and caulk in to make weathertight
- clean up

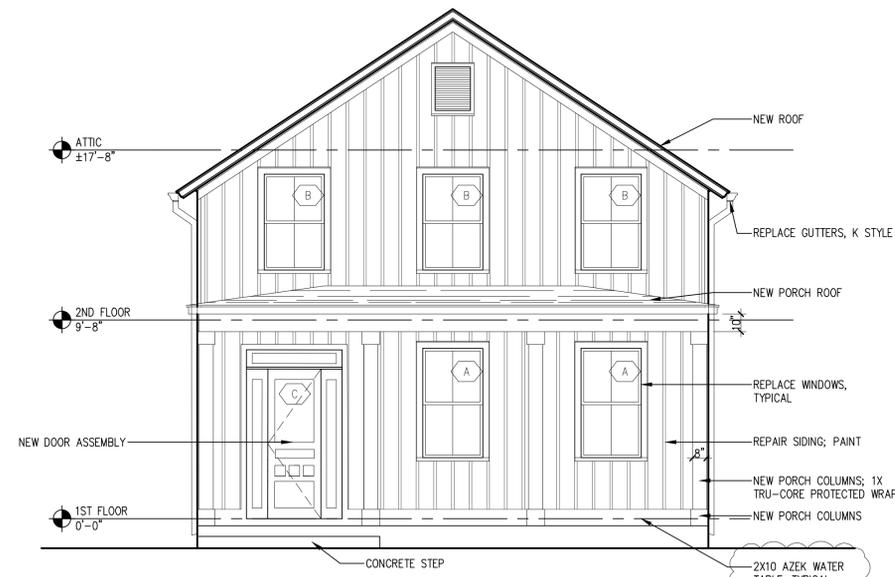
See attached elevations for reference. If you would like to schedule a site visit prior to submitting your proposal, please request a site visit by emailing rfp@kingstoncitylandbank.org

KCLB is a tax exempt organization, so sales tax should not be included in pricing.

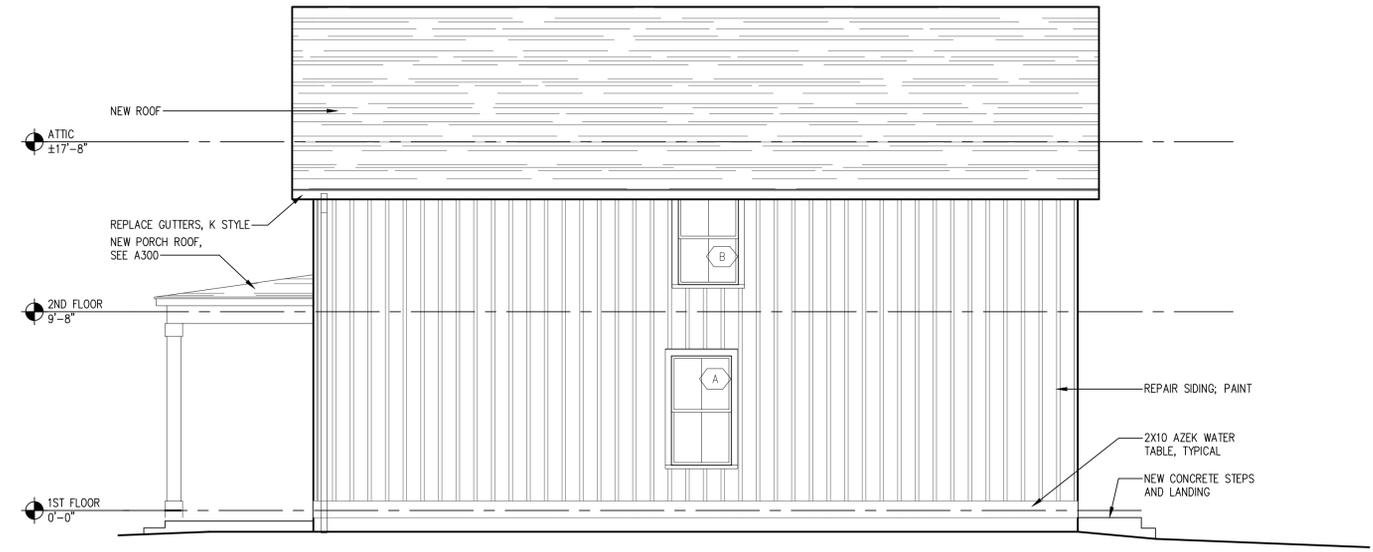
Pricing should be broken down as follows:

Materials and Delivery	\$ _____
Installation	\$ _____
TOTAL	\$ _____

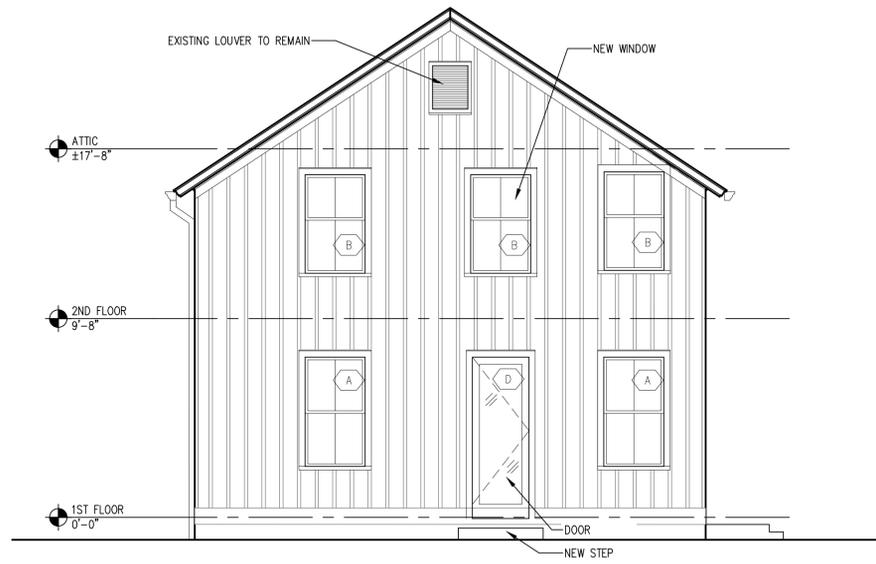
Respondents may provide a proposal for BOTH Materials and Deliver AND Installation, or they may provide a proposal for just one or the other.



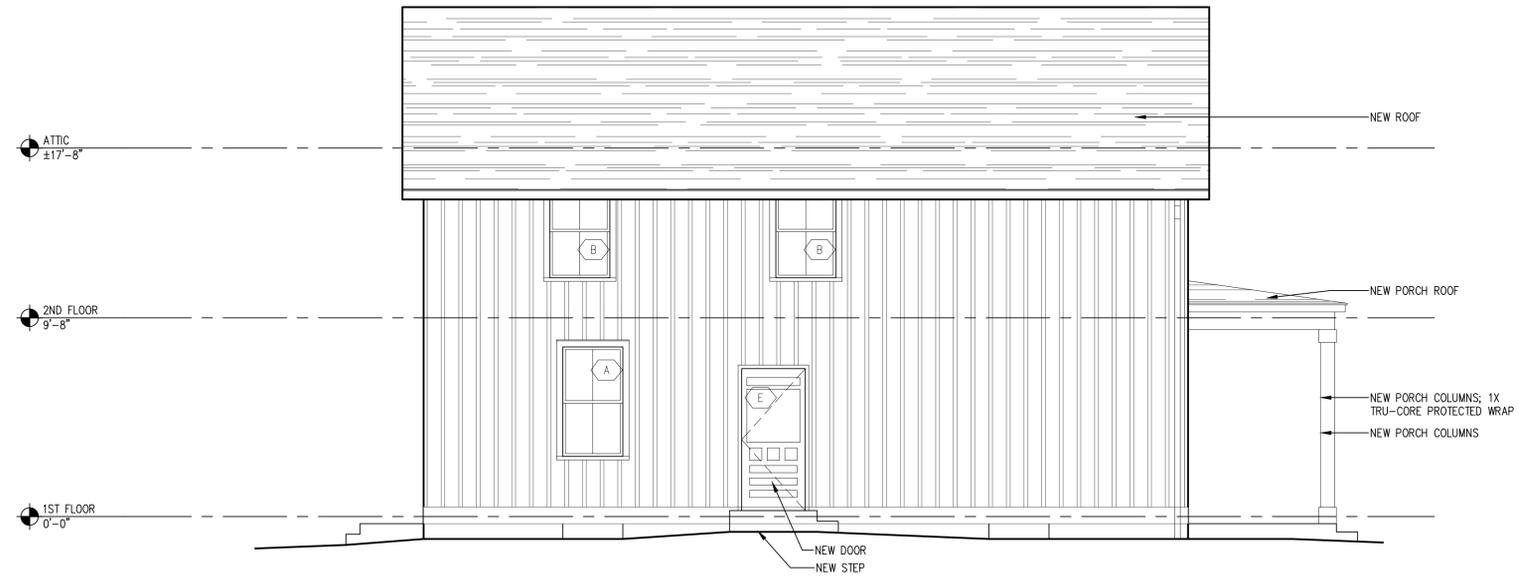
1 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



2 EAST ELEVATION
SCALE: 1/4" = 1'-0"



3 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



4 WEST ELEVATION
SCALE: 1/4" = 1'-0"