

CONTRACTOR BID PROPOSAL

CLIENT:	ALLEGANY COUNTY LAND BANK	PHONE:	
CONTRACTOR:		PROPERTY ADDRESS:	172 E. State St. Wellsville
EXPECTED START DATE:		# OF DAYS TO COMPLETE PROJECT:	

. Using the attached specifications, please submit a proposal for all line items listed. Material & Labor columns are included for review purposes. You will not be required to complete work within the amounts listed separately in the columns, but as a total of both material and labor.

LINE ITEM DESCRIPTION	MATERIALS	LABOR	TOTAL
1. Property Stabilization			
Total for all line items			

Specifications:

1. Property Stabilization:
 - a. Secure all windows by affixing ¾ inch plywood sheathing. Plywood must be painted/coated to prevent deterioration.
 - b. Remove side deck, stairs, and railings on East side of structure without disturbing asbestos siding.
 - c. All exterior points of entry shall be secured to prevent access. Install a deadbolt lock one entry point. Deadbolt will be provided by the Land Bank.
 - d. Clear all debris from perimeter of the structure; to include but not limited to, refuse, brush, trees, and litter.
 - i. Note: Only trees/shrubs that are within 10 feet of structure. Stumps shall be as close to ground level as possible.
 - e. Bids/Quotes are due back to the Land Bank by 4:30pm December 13th, 2019 via mail: 6087 State Route 19N, Suite 300, Belmont, NY 14813, or via Email to: alleganycountylandbank@gmail.com

Terms and Conditions:

1. The Allegany County Land Bank will pay the successful bidder the full bid price, in one lump sum after project completion and upon being deemed substantially complete by the Land Bank Board of Directors. Payment shall be made according to the Land Bank's established Procurement Policy.
2. The successful bidder is responsible for obtaining all necessary permits, licenses, approvals etc., for carrying out the scope of work described herein.
3. Bids prices shall be all inclusive (i.e. labor, materials, disposal, transportation, all permits, etc.)
4. The Contractor shall comply with all OSHA regulations, all State and Federal regulations and shall be responsible for the safety and well-being of their employees.
5. The successful bidder shall perform in accordance with all applicable Federal, State and Local Laws, rules and regulations. All statutory provisions applicable to this project are hereby incorporated by reference. The successful bidder is also responsible for obtaining all applicable permits and licenses and shall be solely responsible for paying any fines or penalties incurred during the performance of this project.
6. The successful bidder shall be responsible for and assume, all responsibility for all safety signage, barricades, locks, etc. To secure the work site and structures from entry by unauthorized persons or vehicles at the onset and duration stabilization activities.
7. Insurance: The successful bidder shall secure and maintain at his / her own expense insurance coverage as specified in "Contractor Insurance Requirements", contained herein. The Bidder shall be provide a certificate of insurance naming Allegany County Land Bank Corporation and Enterprise Community Partners as additional insured as well as stating that the Allegany County Land Bank Corporation be given thirty (30) days' notice prior to non-renewal of, or cancellation of, policies.
8. Non-Collusive Bidding Statement: The Contractor shall submit a signed and dated Non- Collusive Bidding Statement with its bid which is included in this bid document. Said certificate is mandated by Section 103-d of the General Municipal Law.
9. Hold Harmless Form: The contractor shall submit a signed and dated Hold Harmless Form with its bid which is included in this bid document. Successful bidder agrees to the fullest extent permitted by law, to indemnify, hold harmless and defend the Land Bank, Enterprise Community Partners, its agents, employees or any person against loss or expense, including attorney's fees, by reason of liability imposed by law upon the Land Bank, except in cases of the Land Bank's negligence, for damage because of bodily injury, including death at any time resulting therefrom sustained by any person or persons, or on account of damage to property arising out of, or in consequence of, the performance of this contract.
10. Assignment: The successful bidder shall not assign, transfer sublet or otherwise dispose of the contract, or its right title or interest, or its power to execute the same to any person or corporation without the previous consent, in writing, of the

Allegany County Land Bank. An assignment of the contract shall not relieve the assignor of his obligations hereunder. In the event of assignments, all provisions herein shall be binding upon the inure to the benefit of the respective successors and assignees to the same extent as if each such successor or assignee were named as a party to the original contract.

11. **Governing Law:** The terms of this contract shall be governed pursuant to the laws of New York State, Allegany County, and the municipality where the work is performed.
12. The Allegany County Land Bank reserves as its right, the right to require clarification from the contractor for the purpose of assuring a full understanding of the contractor's responsiveness to the solicitation requirements.
13. The Allegany County Land Bank reserves as its right, the right to accept or reject any and all bids (or separable portions thereof), the right to waive irregularities and technicalities, and the right to request resubmittal of bids (re-bid).
14. **Contractor's Failure to Comply:** The contractor's failure to perform in compliance with the bid award shall result in withholding of payment. The payment shall be withheld until such times as the contractor fulfills its responsibilities. Compliance shall be determined by and to the satisfaction of the Allegany County Land Bank. Such action would not necessarily preclude further initiatives on the part of Allegany County Land Bank to protect and preserve its interest.
15. **Preparation of Bid Documents:** Bids must be submitted on the forms provided in the bid documents and prepared in the following manner:
 - All submissions shall be clearly written, legible, and completed using a permanent medium (e.g. ink, typewriter, laser printer, etc.) Illegible entries may be rejected.
 - All forms requiring the contractor's signature shall be signed by the contractor or the contractor's authorized representative. Erasures and/or alterations shall be initialed by the individual whose signature appears on the bid forms.
 - The contractor shall submit the bid in accordance with the bid documents and shall not make any changes in the wording of the bid forms or make any stipulations or qualify the bid in any manner.
 - All bids shall be firm for a period of forty-five (45) days from the bid opening date; during which time the Land Bank shall render its decision.
16. Each vendor bears sole responsibility for acquisition of bid documents. Requests for bid documents to be forwarded are neither a guarantee nor an incurred obligation on the part of the Allegany County Land Bank to ensure vendors requested receipt of bid documents, timely or otherwise.
17. Receipt of these documents, unsolicited or otherwise, shall not be construed a predetermination of a vendor's qualifications to receive a contract award. Nor shall receipt of these documents be interpreted an endorsement that the vendor's equipment, materials, products, and/or services are in compliance with the bid specifications.
18. **Examination, Interpretation, Correction of Bid Documents:** Each vendor shall examine all bid documents and judge all matters relating to the adequacy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this bid solicitation shall be in writing and submitted to the Land Bank. The Land Bank shall not be responsible for oral interpretations given by any officer, representative or others. The issuance of written addendum/addenda is the only official method whereby clarification or additional information can be given.

Acknowledgment of Project Specifications-

THE UNDERSIGNED PROPOSES TO PROVIDE SAID SERVICES required by the Allegany County Land Bank as set forth in the enclosed request for proposal. The successful bidder shall be obligated to furnish said services at the price set forth in this bid.

Sufficient information must be submitted with your bid to allow the Allegany County Land Bank to determine if the product is acceptable and meets the needs of the Allegany County Land Bank. Final determination shall be made by the Land Bank.

Company Name _____

Address _____

City, State, Zip _____

Signature: _____ Printed Name: _____

Title: _____ Date: _____

Telephone number: _____ Fax number: _____

Email address: _____

Appendix A: Non-Collusive Bidding Statement

By submission of this bid/proposal, each bidder and each person signing on behalf of any bidder/proposer, certifies, and in case of a joint bid/proposal, each party hereto certifies as to its own organization, under penalty of perjury, that to the best of his/her/their knowledge and belief:

1. The prices in this bid/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 bidder/proposer or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this package have not been knowingly disclosed by the bidder/proposer prior to the opening, directly or indirectly, to another bidder/proposer or any competitor; and
3. No attempt has been made or will be made by the bidder proposer to induce any other person partnership, or cooperation to submit or not to submit a bid/proposal for purpose of restricting competition.

Name of Bidder/Proposer

Address

Signature

Title

Date

FEIN

Appendix B: Hold Harmless Agreement

A "Hold Harmless Agreement" is required from each contractor engaged on the behalf of the Allegany County Land Bank. A separate agreement is required by subcontractors engaged in any portion of the contracted work.

A. Indemnification and Hold Harmless:

To the fullest extent permitted by law, _____ agrees at its own cost to defend, indemnify and hold harmless The Allegany County Land Bank Corporation, its officers, agents, representatives, managers, employees and affiliates from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable attorney fees and legal expenses and costs arising in whole or in part and in any manner from the acts, omissions, breach or default of any contractor or subcontractor. This agreement is continuous until terminated by either party with written notice.

B. Insurance:

_____ hereby agrees that it will obtain and keep in force an insurance policy/policies to cover its liability hereunder and to defend and save harmless the Allegany County Land Bank , its officers, agents, representatives, managers, employees and affiliates and carry:

- i. Commercial General Liability Insurance in amounts not less than \$1,000,000 per occurrence/per location, \$2,000,000 in annual aggregate, and \$2,000,000 products/completed operations aggregate.
- ii. Commercial Auto Insurance in amounts not less than \$1,000,000
- iii. Workers' Compensation and Disability Insurance in amounts complying with industry standards for the work being conducted and to the full statutory limits.
- iv. Environmental Liability Insurance with a \$1,000,000 limit to new construction projects or demolition.

The undersigned agrees to all of the conditions of this agreement and will furnish the Allegany County Land Bank Corporation certificates of insurance evidencing that the aforesaid insurance coverage is in force.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Date: _____

Subscribed and sworn to before me this ____ day of _____, 2019.

Appendix C: Insurance Requirements

All Subcontractors must carry Commercial General Liability Insurance in amounts not less than \$1,000,000 per occurrence/per location, \$2,000,000 in the annual aggregate, and \$2,000,000 products/completed operations aggregate.

All Subcontractors must carry Commercial Auto Insurance in amounts not less than \$1,000,000

All Subcontractors must carry Workers' Compensation & Disability Insurance in amounts complying with industry standards for the type of work that the Subcontractor is conducting.

If the Subcontractor will be involved in any environmental remediation of any kind, the Subcontractor must have Environmental Pollution Liability Insurance with a \$1,000,000 limit to new construction projects or demolition.

ATTENTION:

Before submitting your bid/proposal please ensure you have the following documents with your bid/proposal.

1. Signed W9 form
2. Insurance Certificate- with Allegany County Land Bank Corporation, Enterprise Community Partners, and Fourth Sector Services named as additional insured.
3. Hold Harmless statement
4. Non-Collusive Bidding Statement