

Request for Proposals (RFP)
Property Management and Maintenance Services

September 2019



Section 1: Introduction

Capitalize Albany is requesting proposals from qualified Respondents that specialize in comprehensive property management and maintenance for a portfolio of Corporation-owned/controlled properties containing both productive and occupied land and buildings in addition to vacant structures located within the downtown area of the City of Albany, New York. The scope of this request for proposals (RFP) consists of the property management and maintenance of two (2) active properties occupied by commercial office and retail tenants, as well as four (4) vacant structures and other parcels of property – see Section 2 Property Overview below and Section 3 Property Details on page 2 for further details.

Section 2: Background and Property Overview

Capitalize Albany Corporation (the “Corporation”) was established in 1979. The mission of the Corporation is “to facilitate strategic economic development and stimulate transformative investment throughout the City of Albany, making New York’s Capital a vibrant place to thrive.” As a catalyst for economic growth, Capitalize Albany Corporation facilitates transformational development projects, serving as the City of Albany’s economic development arm. A registered 501(c) (3) not-for-profit organization implementing programs and resources to create, retain, and attract business in the City of Albany. Powered by investors composed of Albany’s community and business leaders, Capitalize Albany manages and coordinates local economic development functions for the City of Albany. More information can be found on the Corporation’s website at www.capitalizealbany.com.

The majority of the property maintenance services required will be focused within an approximately 8 acre area of Downtown Albany generally bordered by Hudson Avenue, Broadway, Green Street and the Empire State Plaza Arterial (collectively referred to as “Liberty Park” or “The Site”). Liberty Park is comprised of more than 52 parcels and 5 vacant buildings. The Site includes a small, public green space for which the Site is named and street right of ways controlled by the City of Albany. In addition to planning to own and/or lease the referenced Liberty Park parcels, the Corporation also currently owns two (2) fully, occupied properties that will require active property management and one (1) additional, vacant structure that will require active maintenance. Attachment Schedules D, E and F include maps and photos of the Corporation’s property interests.

The Site includes four former warehouses most recently used as a commercial office complex totaling approximately 145,000 gross square feet of floor area, as well as multiple surface parking lots. All buildings on the Site are vacant. As master developer for the site, Capitalize Albany Corporation will lead the redevelopment of the site and will require a skilled vendor that has a strong record and experience providing dependable, responsive, proven and expert services which will ensure that any issues with land or buildings on the Site are addressed promptly and adequately while under Corporation control.

The Liberty Park redevelopment project is funded in part by a grant from Empire State Development Corporation. As such, all Respondents are subject to the terms of the Corporation’s Grant Disbursement Agreement executed with Empire State Development Corporation, in addition to full compliance with New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 including equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBES”). All Respondents are expected to fully comply and cooperate with the aforementioned during the implementation of the Scope of Work detailed in this RFP.

Empire State Development has established a goal of 30% for Minority and Women-Owned Enterprises

(“MWBE”), related to eligible categories, for the Liberty Park redevelopment. MWBEs are encouraged to apply to this RFP. In addition, all Respondents are encouraged to utilize MWBEs as part of their overall team of qualified contractors presented to address the Scope of Work.

Section 3: Property Details

The Corporation owns the following properties that will require active management:

- 21 Lodge Street – Built in the late 1800’s, this 4-story 5,640 SF building currently houses 2 commercial office tenants. The structure is in active use Monday through Friday from approx. 8:00 AM to 6:00 PM.
- 683 Broadway – This 2,700 SF structure contains an active pub and restaurant.

The Corporation will soon control the following Liberty Park properties that will require active maintenance:

- 324 Broadway – A 72,000 SF 5-story vacant structure built in the 1880’s, this building is being held in contemplation of future development. All services and utilities have been disconnected.
- 386 Broadway – A 13,000 SF 4-story vacant structure built in the 1880’s, this building is being held in contemplation of future development. All services and utilities have been disconnected.
- 330 Broadway – A 22,500 SF 4-story vacant structure built in the 1880’s, this building is being held in contemplation of future development. All services and utilities have been disconnected.
- 358 Broadway – A 13,500 SF 2-story vacant structure built in 1965, this building is being held in contemplation of future development. All services and utilities have been disconnected.
- Liberty Park land – The Corporation will own and/or lease approx. 52 parcels of land, some income-producing, in an area of Downtown that has been identified for redevelopment.

Section 4: Scope of Work

The key responsibilities of the Respondent, as it relates to property management will include, but not be limited to:

- a. Proactively manage two (2) active properties, one containing commercial office space and the other a pub/restaurant.
- b. Ensure that properties are well maintained and provide safe and sanitary conditions for occupancy, and advise the Corporation of repairs or conditions that pose a threat to health or safety that may warrant vacating the property.
- c. Provide 24-hour service to respond to emergency situations.
- d. Oversee and/or perform the routine and preventive maintenance of building equipment/ systems and structures including, but not limited to servicing of fire suppression, elevator, HVAC, electrical and mechanical systems and repairs/replacement of windows, doors, roof and flooring as required. Painting, plumbing and similar work is likely to be considered routine maintenance and remain within the Respondent’s responsibility to perform. General maintenance such as pest control, routine landscaping and snow removal is also included.
- e. Provide estimates and obtain Corporation pre-approval for work to be performed.
- f. Monitor project costs and prepare/collect invoices to submit to the Corporation for necessary property work.

- g. Solicit and coordinate with third party contractors, City staff, and neighboring property owners, as necessary.
- h. Ensure that tenants are in compliance with terms and conditions of their lease, and address any tenant issues.

The key responsibilities of the Respondent, as it relates to property maintenance will include, but not be limited to:

- a. Perform and /or assist in the coordination of third party management/operation of income-producing properties, including seasonal maintenance and snow removal.
- b. Ensure the stabilization of five (5) vacant structures in various conditions including, but not limited to: the security/safety of premises including protective fencing and appropriate barriers for all building entrances, mitigation of water penetration and interior/exterior structural monitoring.
- c. Perform routine property inspections to evaluate building conditions, proactively identify and address potential interior/exterior structural and safety issues. General maintenance such as pest control, routine landscaping and snow removal is also included.
- d. Advise the Corporation of repairs or conditions that pose a threat to health or safety that may warrant notifying the City.
- e. Provide 24-hour service to respond to emergency situations.
- f. Provide estimates and obtain Corporation pre-approval for work to be performed.
- g. Monitor project costs and prepare/collect invoices to submit to the Corporation for necessary property work.
- h. Solicit and coordinate with third party contractors as necessary.

To help us achieve these goals, the selected Respondent will be required to submit, at a minimum, quarterly reports detailing all services provided and substantiating the maintenance of the aforementioned properties. The reports will include the address/unit services, the nature of the work and any additional information requested by the Corporation. More specific instructions and requirements will be made available prior to execution of the contract.

The components outlined above should serve as a guide to the development of proposed services. Respondents should identify which of the following services their firms are qualified and prepared to provide. Respondents may submit a joint proposal that identifies a team of qualified subcontractors to perform the requested services, if all contractors and subcontractors have agreed to submit said joint proposal. The Respondent's proposal should define specific services according to the Respondent's approach and how said services will be approached on a continual basis. Please note, at a later date, the Corporation may increase or decrease the number of total properties requiring property management and maintenance services at their sole discretion.

The Corporation reserves the right to retain and contract with multiple Respondents for specific portions of the Scope of Work listed within this RFP.

Section 5: Services Duration

Respondents are advised that the anticipated duration of the services is ongoing. A contract period will sustain for at least one (1) year from contract execution with extensions negotiated thereafter. **Respondents should confirm their scope of work can be sustained on a continual basis.**

Section 6: Minimum Requirements

The minimum qualifications of the Respondent will include, but not be limited to:

1. Demonstrated ability to furnish or procure all labor, equipment, tools, services, skills, etc. required to manage and maintain the Corporation’s properties in a satisfactory manner.
2. Experience performing or providing services under contract similar in nature and scope to those detailed above for active, commercial properties, as well as vacant structures and land.
3. Knowledge of commercial leases, contracts, construction and property/grounds maintenance practices as applicable.
4. Ability to operate within a set of defined objectives and time frames to achieve desired results and deadlines.
5. Ability to provide efficient, timely, reliable and courteous service.
6. Demonstrated history of successful vendor procurement and management.
7. Respondents must have sufficient, readily available resources in the form of personnel, support services, specialized contractors and financial capacity to carry out the work as necessary.
8. Have infrastructure in place to be contacted and to respond on a 24 hour/7 day week basis.
9. The Corporation reserves the right to retain and contract with multiple Respondents for specific portions of the Scope of Work listed within this RFP.

Section 7: Proposal Requirements

Based on an estimated RFP release date of **September 27, 2019** respondents must submit their proposal no later than **4 p.m. EST, Friday, October 14, 2019** to:

Andy Corcione
Senior Economic Developer
Capitalize Albany Corporation
21 Lodge Street
Albany, New York 12207
518.434.2532 x14
development@capitalizealbany.com

Proposals must be submitted in a sealed envelope, the outside of which must be marked as follows: **“Proposal Enclosed – Property Management & Maintenance Services”**. All submitted proposals will be held, unopened, until **4 p.m. EST, Friday, October 14, 2019**.

Responses to this RFP must include the following information:

A. Letter of Submittal

The Respondent’s proposal should contain a cover letter of submittal acknowledging the Respondent’s

understanding of, and qualifications and experience relevant to the requirements set forth by this Request for Proposals (RFP). The letter must be signed and dated by a person authorized to legally bind the Respondent to a contractual relationship. The letter should also contain the name and complete contact information for the Respondent.

B. Team Profile, Qualifications and Experience

The Respondent shall include the following:

1. Information on the Respondent, including the legal name, year organization was established, and a brief description of the company.
2. If applicable, please provide the Respondent’s website address.
3. Overview of the Respondent’s client history, including a list of current clients and properties managed, and description(s) of similar work conducted.
4. Description of the experience of the Respondent providing experience on similar properties.
5. Where applicable, an MWBE Utilization Plan

C. Project Approach, Scope of Work and Deliverables

The proposal should address the scope of services and responsibilities referenced above in Section 4 including a complete description of the Respondent’s proposed approach, fees and schedule. Respondents must provide an outline of their plans to manage the Corporation’s properties, including routine inspections and maintenance procedures, and sample reports that would be provided to the Corporation. Discuss in detail the following: maintenance, tenant relations, and code compliance. Provide any other pertinent information on how your firm would approach this work. Examples may include how extreme weather conditions would be addressed; what would your normal protocol be for an afterhours call for no heat, etc. The Respondent should include a timeline and work plan, including all project requirements, proposed tasks, services and activities necessary to accomplish the scope of services outlined above.

D. Cost Effectiveness

Indicate your proposed fee for property management and maintenance services based on the Scope of Services in this RFP applicable to your capabilities, and provide a detailed breakdown of its calculation. The number of properties under management may fluctuate depending upon inventory, and therefore the fee quoted should not be presented as a flat fee, but should reflect the type of service delivered. This estimate should include compensation and billing rates and include an estimate for reimbursable expenses. State any exclusions, assumptions, qualifications or additions to the proposal. The fee structure is subject to evaluation, selection, and possible negotiations as part of the selection process.

E. References and Quality of Performance History

The Respondent should provide a minimum of three (3) professional references for which they have provided work similar to the work proposed for this project within the past three (3) years. Respondents are encouraged to supply a more comprehensive listing of past and current clients. Please identify all public agencies, if any, for which the firm has provided services in the past five years.

F. Non-Collusive Bidding Certification

Additionally, in accordance with New York State Public Authority Law Section 287, each Respondent is required to complete and submit a “Non-Collusive Bidding Certification” with their proposal. Please find the required form attached to this RFP (see “Schedule G”).

Section 8: Submittal Requirements

A. Principal Contact and Information Requests

The principal point of contact for all matters relating to this RFP, including any inquiries, is:

Andy Corcione
Senior Economic Developer
Capitalize Albany Corporation
21 Lodge Street
Albany, New York 12207
518.434.2532 x14
development@capitalizealbany.com

All inquiries regarding the RFP must be submitted **on or before 4 p.m. EST, Friday, October 4th, 2019**. No response to inquiries after this date will be given. Responses to inquiries will be posted to the Capitalize Albany website at www.capitalizealbany.com.

Prior to contract execution, select respondent(s) will be given the opportunity to enter and briefly inspect each property that comprises the Corporation's current and expected holdings. The exact date, time and details of this event will be coordinated at a later date.

Section 9: RFP and Respondent Selection Schedule

The following project timeline is provided for scheduling information; however it is subject to change at the discretion of the Corporation:

RFP Issue Date	September 27, 2019
Proposal Submittal Deadline	October 18, 2019
Property Access/Inspection	To Be Determined
Selected Respondent Notified	December 2019

Section 10: List of Attachments

- Schedule A – Additional Submittal Conditions and Rights Reserved by the Corporation
- Schedule B – Evaluation and Selection Process
- Schedule C – State Contracts: Requirements & Procedures
- Schedule D – Map of Liberty Park Site
- Schedule E – Map of Current Properties Held By Corporation
- Schedule F – Existing Property Conditions
- Schedule G – Non-Collusive Bidding Certification

SCHEDULE A

ADDITIONAL SUBMITTAL CONDITIONS AND RIGHTS RESERVED BY THE CORPORATION

A. Incomplete Documents

Each respondent must provide the information necessary for the proposal to be considered and may be disqualified for submitting a response with missing, incomplete or inaccurate information, attachments, exhibits or schedules. All determinations of completeness of any submission and compliance with the objectives, provisions and requirements of this Request for Proposals, and the eligibility or qualification of any respondent, will be at the sole and absolute discretion of the Capitalize Albany Corporation.

B. Rejection of Proposals

The Corporation reserves the right at its sole discretion to accept or reject any and all proposals in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional proposals without penalty.

C. Costs to Propose

All costs incurred in the preparation of the submittal and participation in the selection process is the sole responsibility of the Respondent.

D. Other Reserved Rights

All materials submitted in response to this Request for Proposals become the property of the Capitalize Albany Corporation, without obligation of the Corporation to return such materials. The Corporation reserves the right to independently investigate or request clarification of the contents of any proposal, including requesting that any prospective respondent provide additional information. The Corporation reserves the right to issue supplemental information or guidelines relating to the RFP as well as make modifications to the RFP during the proposal preparation period. Respondents should note that the Corporation is a public benefit corporation subject to New York State's Freedom of Information Law (FOIL) – Respondents should conspicuously mark any sections of their proposal, which they consider proprietary. The Corporation makes no warranty to Respondents about whether such marked information is not releasable in accordance with FOIL.

E. Insurance and Indemnification

To the fullest extent permitted by law, the Respondent, its agents and assigns, shall defend, indemnify, and save harmless the Corporation as well as the Corporation's officers, employees and agents, from and against all claims, actions, causes of action, injuries, damages, losses, liabilities, and expenses (including, without limitation, reasonable attorney's fees and court costs) or other liabilities of any kind and character which arise out of or result from work under this engagement, other than claims for the Corporation's own gross negligence. The indemnification shall survive the expiration or earlier termination of this engagement.

Upon selection, the successful Respondent will be required to procure and maintain at its own expense insurance coverage including at minimum: workers' compensation and employer's liability insurance; general liability insurance with limits not less than \$1,000,000; professional malpractice insurance and/or errors and omissions insurance with limits not less than \$1,000,000 issued by an insurer licensed to do business in the State of New York; and automobile liability insurance with limits not less than \$1,000,000, all naming the Corporation as additionally insured.

No work shall commence under the contract(s) until the selected Respondent has delivered to the Corporation or its designee proof of issuance of all policies of insurance required by the contract. If at any

time, any of said policies shall be or become unsatisfactory to the Corporation, the selected Respondent shall promptly obtain a new policy and submit proof of insurance of the same to the Corporation for approval. Upon failure of the selected proposer to furnish, deliver and maintain such insurance as above provided – and detailed in contract negotiations – the contract may, at the election of the Corporation, be declared suspended, discontinued or terminated. Failure of the selected Respondent to procure and maintain any required insurance shall not relieve the selected consultant from any liability under the contract, nor shall the insurance requirements be constructed to conflict with the obligations of the selected consultant concerning indemnification.

F. Conditions of Submittal

Respondents are responsible for reviewing and certifying compliance with the Corporation conditions of submittal. Capitalize Albany Corporation will make no allowance or concession to any bidder for any alleged misunderstanding of this RFP.

G. Conflicts of Interest

Neither the Respondents nor any other entity directly engaged by the Respondent shall have other interests which conflict, in reality or perception, with the interests of Capitalize Albany Corporation or scope of services. The Respondent shall make written inquiry of all of its vendors, contractors and sub-consultants concerning the existence of or potential for such conflict. In unusual circumstances, and with full disclosure to Capitalize Albany Corporation of such conflict of interest, the Corporation, in its sole discretion, may grant a written waiver for the particular respondent or a related entity.

SCHEDULE B

EVALUATION AND SELECTION PROCESS

A. Evaluation of Respondent's Proposal

Proposals will be evaluated upon the following criteria by Capitalize Albany Corporation staff:

1. Qualifications and experience of the Respondent with similar projects, including experience with maintaining both vacant and productive buildings and property;
2. Qualifications and experience of the specific staff assigned to the project;
3. Quality and completeness of the proposal for services;
4. Operational capacity;
5. Cost effectiveness of the proposal, including the fees to be charged by the Respondent; and
6. Quality of references.

The selection of a Property Management and Maintenance provider will not be based solely on the amount of fees to be charged by the Respondent. Considerable weight will be given to each of the criteria listed above.

B. Clarification of Proposal Contents

Corporation Staff may contact the Respondent for clarification of any portion of the Respondent's proposal.

C. Selection

The selection of the Property Management and Maintenance awardee will be made by the Board of Directors of Capitalize Albany Corporation.

D. Notification

All Respondents will be notified in writing as to the whether they were selected or not selected as eligible to provide services to Capitalize Albany Corporation.

E. Professional Services Agreement

Final selection of a Respondent is tentatively scheduled for **August 2019**. The selected Respondent and the Corporation will negotiate professional services agreements including, but not limited to final scope, work plan, deliverables, and cost. All contracts will follow the Capitalize Albany Corporation procurement policies and guidelines in compliance with Empire State Development Corporation. The final agreement may also include additional services identified and agreed upon by both parties during the negotiation period. The agreements shall be governed by and construed according to the Laws of the State of New York and any disputes arising from the agreements shall be heard in a court of competent jurisdiction in the State of New York.

For more information on the Corporation's professional services procurement policies, please see the Corporation's policy manual (www.capitalizealbany.com).

SCHEDULE C

STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

General Provisions

A. Empire State Development (ESD) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

B. The Recipient of the subject Grant Disbursement Agreement (the “Recipient” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to ESD, to fully comply and cooperate with the ESD in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Recipient’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.

C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

Equal Employment Opportunity (EEO)

A. Recipient agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

B. Recipient shall comply with the following provisions of Article 15-A:

1. Recipient and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

2. The Recipient shall submit an EEO policy statement to the ESD with the executed Contract.

3. If Recipient or subcontractor does not have an existing EEO policy statement, the ESD may provide the Recipient or subcontractor a model statement (see EXHIBIT G-1: M/WBE anticipation/Equal Employment Opportunity Policy Statement).

4. The Recipient’s EEO policy statement shall include the following language:

a. The Recipient will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake

or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

b. The Recipient shall state in all solicitations or advertisements for employees that, in the performance of the 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.

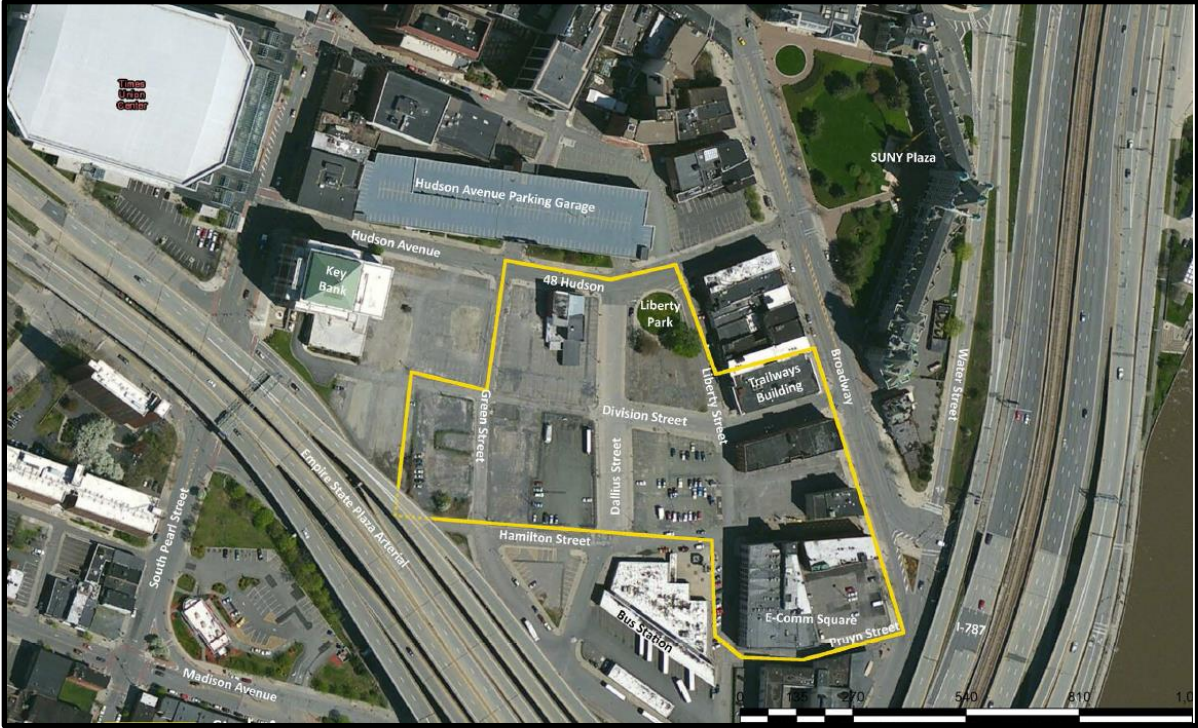
c. The Recipient shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on 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 Recipient's obligations herein.

Human Rights Law

Recipient shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Recipient and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

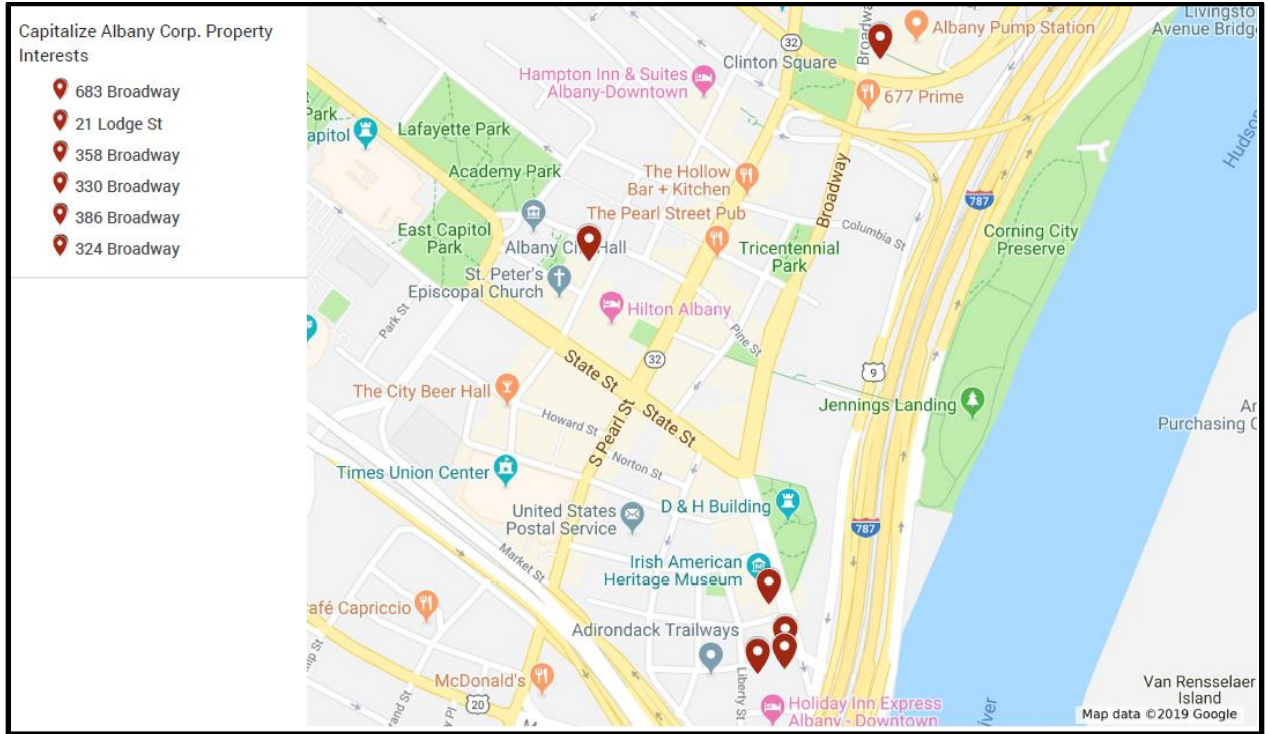
SCHEDULE D

LIBERTY PARK



SCHEDULE E

MAP OF CURRENT PROPERTIES HELD BY CORPORATION



SCHEDULE F

EXISTING PROPERTY CONDITIONS

21 Lodge Street Albany, NY 12207



683 Broadway Albany, NY 12207



324 Broadway Albany, NY 12207



386 Broadway Albany, NY 12207



330 Broadway Albany, NY 12207



358 Broadway Albany, NY 12207

