



**REQUEST FOR PROPOSALS  
SAMPLING, ANALYSIS AND REPORTING FOR ASBESTOS CONTAINING MATERIALS**

**Date Issued: December 26, 2024**

**Due: January 15, 2025 @ Noon**

To Whom It May Concern:

The Greater Mohawk Valley Land Bank Corporation (GMVLB) is a public authority committed to the acquisition and rehabilitation of local abandoned and distressed structures and the revitalization of neighborhoods in the Mohawk Valley Region. The GMVLB is requesting proposals to perform complete whole-building asbestos surveys on an “as needed basis” for multiple addresses, as listed in Appendix A.

Name of Bid: 2024-2025 Asbestos Survey List  
Deadline for Questions: January 7, 2025 @ 5:00 PM  
Deadline for Bid Submittal: January 15, 2025 @ Noon  
Bid Opening: January 15, 2025 @2:00 PM  
Bids Shall Be Submitted to: Greater Mohawk Valley Land Bank Corporation  
500 E Main Street, Suite 2 (Second Floor)  
Little Falls, NY 13365  
Method of Submittal: Certified Mail or In-Person Delivery  
Contact Person, Title: Tolga Morawski, Executive Director  
E-mail for Questions: info@gmvlb.org  
Phone for Questions: 315-823-0814

**A. Instructions to Bidders**

Sealed bids must be received by the Greater Mohawk Valley Land Bank Corporation by noon on the date listed as deadline for bid submittal above in order to be considered. Bids should be plainly marked on the outside with the notation:

**‘BID ENCLOSED – 2024-2025 ASBESTOS SURVEYS’**

Within bid package, please include a separate pricing for each address. For properties marked with an asterisk, please include a break-out price in your bid, as noted in Appendix A, beside property address.

## **B. Consultant Qualifications**

The selected consultant and/or contractor must be appropriately licensed by the NYS Department of Labor (DOL), utilizing workers properly trained and certified by the NYS Department of Labor and authorized to perform the requested services. The successful bidder shall be required to provide for itself and maintain, at its own cost and expense until the completion of the work, the following forms of insurance:

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, and \$2,000,000 products/completed operations aggregate.

B: Comprehensive Automobile Liability coverage on owned, hired, leased, or non-owned autos with limits not less than \$1,000,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.

C: Workers' Compensation and Employers' Liability in form and amounts required by law.

D: 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.

The GMVLB shall be named as an additional insured on the policies required by sub-paragraphs (A and B) above (500 East Main St, Suite 2, Little Falls, NY 13365). The successful bidder shall furnish certificates of insurance to the GMVLB and corresponding policy endorsement setting forth the required coverage hereunder prior to commencing any work, and such policies shall contain an endorsement requiring the carrier to give the GMVLB ten-day notice at minimum prior to cancellation. All insurance required shall be primary and non-contributing to any insurance maintained by the GMVLB. The successful bidder shall ensure that any sub-contractors hired carry insurance with the same limits and provisions provided herein. The successful bidder agrees to cause each subcontractor

to furnish the GMVLB with copies of certificates of insurance and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such sub-contractor commencing any work.

### **C. Indemnification**

The successful contractor shall defend, indemnify and save harmless the GMVLB, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful contractor, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

### **D. Scope of Work**

Conducting asbestos surveys ("Asbestos Surveys") at GMVLB properties to determine the location, quantity, condition and type of Asbestos Containing Materials ("ACMs") as that term is defined by the US Environmental Protection Agency (EPA), which consists of material that is greater than 1% by weight of asbestos, such Asbestos Surveys to be conducted in compliance with New York State Department of Labor (DOL) Industrial Code Rule 56 requirements.

Activities include a site inspection, sampling, laboratory analysis, and a written report detailing the locations and quantities of ACM, and a directive as to how identified materials must be treated in the course of either rehabilitation or demolition of the property. Cost estimates to abate asbestos (if found) are also requested.

Responses must list a fixed project price for providing an Asbestos Survey at each location. Prices should include all costs associated with performing the Asbestos Surveys. In addition to the original proposal, please provide an estimate for the following:

- 1) Estimated number of samples required and sample type per address.
- 2) The cost per sample if work exceeds the anticipated number of samples.
- 3) Overall cap on cost/"Not to exceed" amount.

It is our intention to award projects to the lowest-priced qualified bidder(s) with an eye towards awarding geographically (see tables below).

### **E. Selection Criteria & Process**

The Greater Mohawk Valley Land Bank Corporation. may elect to interview potential consultants in person and these consultants would be notified accordingly. It is anticipated that a final proposal selection will be made soon after the Bid Opening Date. However, the GMVLB reserves the right to extend the deadline for bids.

The organization's selection of a consultant shall be based on the following criteria:

- Demonstrated experience and expertise with reasonably similar projects
- References, including current and/or past clients
- Understanding of the program and the needs of the organization
- Comprehensiveness of proposed services
- Price

All information will be reviewed carefully. The GMVLB reserves the right to select the consultant who is evaluated to be best-qualified for the work associated with this project. Upon award of the bid, the GMVLB will work with the successful bidder to execute a contract as soon as possible. A written contract will be presented for signing and project work forms will be used. If the GMVLB is unable to reach an agreement with the successful bidder within a reasonable time period, the bid will be awarded to another party.

**Please note: While GMVLB is actively seeking bids for all properties, please note that some projects may not proceed due to unforeseen circumstances, such as; changes in funding availability, ownership, partner goals, etc.**

**In addition, the GMVLB retains the right to share RFP results with other partners/entities that may take the lead on certain projects.**

## **F. General Conditions**

### **1. 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.

## **2. MWBE Promotion**

It is the policy of the GMVLB that Minority-Owned Business Enterprises (MBE), Women-Owned Business Enterprises (WBE), and Service Disabled Veteran-Owned Businesses (SDVOB) are afforded the maximum opportunity to participate in the performance of contracts. It is also the GMVLB'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.

## **3. Affirmative Action**

As required by Executive Law § 312, and in compliance with the GMVLB's procurement policy, any contractor awarded a procurement contract more than \$25,000 for services rendered to the GMVLB must acknowledge this affirmative action policy and agree to implement the same by making every reasonable effort to award any subcontracts 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 more than \$25,000 dollars will be expected to abide by the following provisions:

- a. 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 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.

- b. 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.
- c. 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

**4. 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 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.

**G. Submission Requirements**

- 1. **Primary Contact:** Provide the name and contact information for the firm and the person representing the firm including firm mailing address, firm and agent phone number(s), firm website, and agent email address.
- 2. **Project Team & Qualifications:** Provide a summary of professional qualifications for the consultant firm and personnel to be involved with the work. Provide responsibilities and resumes for each team member. When subcontractors are included as a part of the project team provide similar information for each firm and individual.
- 3. **Relevant Project Experience & References:** List at least three comparable projects successfully completed by the consultant and provide the names and

contact information for persons familiar with the firm's work who may be contacted as references.

4. **Project Fixed Pricing:** Provide price based on Scope of Work (Section D of this document). This should also indicate costs for subcontractors, if they are to be used, for any activity associated with completing the scope-of-work.
5. **MWBE/SDVOB statement:** Indicate whether the bidder or any subcontractors are certified as MBE, WBE or SDVOB, and specify the percentage of work allocated to each certification type.
6. **Schedule:** Provide a tentative project timeline/schedule for consideration. Time is of the essence; We hope to have all surveys completed and reports received no later than two weeks following the execution of a contract. If this timeframe is not feasible, please provide your expected turnaround for reports.

**Failure to follow to submit all items above result in proposal disqualification.**

The GMVLB may waive at its discretion any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. Should there be any reason the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the GMVLB and the Contractor.

**H. Bid Opening**

Proposals will be opened publicly at the address above for submissions on the Bid Opening date at 2:00 PM. This Request for Proposals (RFP) does not obligate the Greater Mohawk Valley Land Bank Corporation to reimburse any respondent for any costs incurred in the preparation of submission of a proposal, nor bind the GMVLB in any way.

**I. Payment**

Payment for the work authorized under this contract will be paid for upon receipt of an original invoice within thirty (30) days and after the report and all services are delivered, and accepted by the Contact Person.



1. Billed invoices to:  
Greater Mohawk Valley Land Bank Corporation
2. Mail invoices to:  
500 E Main Street, PO Box 53, Little Falls, NY 13365-0053
3. The invoice shall clearly state:
  - a. The Contractor name,
  - b. The address of the structure,
  - c. Description of work performed, and
  - d. Date(s) of services

Final payment will be made after a passing Final Approval has been given by the Contact Person. The GMVLB may withhold payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third-party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.

#### **J. Questions**

Please direct all questions to Tolga Morawski, Executive Director (preferably by emailing [info@gmvlb.org](mailto:info@gmvlb.org)) by January 7, 2025 at 5:00 pm. Questions and answers will be shared in a PDF posted on the following page of the GMVLB website:

<https://www.gmvlb.org/rfp-rfq>

by EOD on January 8th, 2025, and via email upon request.

Prospective bidders may arrange access to buildings (where possible) at the properties for inspection by contacting GMVLB.



## Appendix A

### **Herkimer County**

78 Lester Ave, Ilion, NY 13357

### **Montgomery County**

Contracts may be awarded together:  
103 Main Street, Fort Plain, NY 13339  
51 Mohawk Street, Fort Plain, NY 13339

### **Otsego County**

Contracts may be awarded together:  
22 Maple Street, Gilbertsville, NY 13776 If house is not possible, bid on report for barn only.  
69 West Main Street, Milford, NY 13807 If house is not possible, bid on report for garage only.

Contracts may be awarded together:  
50 Elm Street, Oneonta, NY 13820  
62 Elm Street, Oneonta, NY 13820