



**REQUEST FOR PROPOSALS
BUILDING ASBESTOS ABATEMENT SERVICES**

Date Issued: December 27, 2024

Due: January 22, 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 asbestos abatement services for the addresses listed in Appendix A.

Name of Bid:	2024-2025 Asbestos Abatement List RFP
Deadline for Questions:	January 15, 2025 @ 5:00 PM
Deadline for Bid Submittal:	January 22, 2025 @ Noon
Bid Opening:	January 22, 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 Abatement’

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.

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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. Requested Services (Scope-of-Work)

The Contractor must review the Terms and Conditions and provide support that the Contractor has enough experience and expertise as necessary to comply with the Terms and Conditions. The work to be performed consists of abatement services as directed by GMVLB within each subject property boundary. The properties are referred to as the "project sites" or "properties" and consist of the entire surveyed boundary of each address. The work to be bid includes the asbestos abatement of properties listed in Appendix A.

ACM to be abated includes all asbestos identified in each report in anticipation of demolishing the building. It is the abatement contractor's responsibility to verify quantities and locations of ACM for the purpose of submitting a proposal.

All debris created during the asbestos abatement must be removed.

Removal of Asbestos Containing Materials ("ACMs"), as that term is defined by the U.S. Environmental Protection Agency, which consists of material that is greater than 1% by weight of asbestos. Locations, types, and quantities of ACM can be found by reviewing the asbestos survey report (Appendix A) conducted in compliance with New York State Department of Labor Industrial Code Rule 56 requirements. GMVLB must be notified immediately if an unforeseen issue is discovered through the process of asbestos abatement. Contractor shall follow all protocols for

the removal, handling, transportation, recording, and reporting of ACM activities with GMVLB and appropriate state and municipal government agencies.

In addition, the abatement contractor shall be responsible for:

- a. Becoming familiar with the location of the material to be removed for each structure;
- b. Perform all work in accordance with Part 56 Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York (Cited as 12 NYCRR Part 56) and all Local and Federal Regulations;
- c. Touring the work area with the Project Monitor or GMVLB representative and agreeing on pre-abatement conditions of each work area and/or structure;
- d. Erecting and inspecting the critical barriers and decontamination enclosure systems;
- e. Meeting with the Project Monitor, GMVLB, or our representative daily to review work progress, solve problems, and adjust procedures;
- f. Coordinating all work with the Project Monitor;
- g. Keeping the daily log of on-site inspections concerning compliance with the specifications. The log will list the names of all persons entering the work area. The log will also show the worker's license identification cards were checked to ensure that all workers are licensed by New York State;
- h. Remove and dispose of all friable asbestos containing material and non-friable materials that could become friable during demolition as identified in the asbestos survey in accordance with 12 NYCRR part 56.;
- i. Decommissioning all enclosures and barriers following abatement of the structures with appropriate disposal of this material.

E. Terms and Conditions

Prospective Bidders may view the property prior to bidding by scheduling an appointment with the Contact Person before the deadline for questions. Prospective bidders and their agents will be permitted to investigate the project site as they see fit, from areas in the public right-of-way. They must satisfy themselves by personal examination of the location of the proposed work, and by such other means as they deem necessary, as to the actual conditions and requirements of the work and as to the actual quantities required for project completion. Price/bid shall include all costs for the work set out in the conditions of this RFP.

The Contractor shall be responsible for compliance with all Federal, State, and municipal requirements related to asbestos abatement, including, but not limited to, requirements of the

Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), New York State Department of Environmental Conservation (DEC), and New York State Department of Transportation (DOT). Records of compliance and proper disposal of asbestos containing products must be forwarded to GMVLB within 30 days of project completion. It shall be the Contractor's responsibility to secure the project site while they are performing work by whatever means necessary to protect people from danger.

GMVLB will contract directly with an asbestos Project Monitor.

The Contractor shall file the Waiver of Notification Forms with the New York State Department of Labor on behalf of GMVLB therefore waiving any notification fees required. **Do not include any notification fees in your proposal.**

This is not a prevailing wage project.

Utility Disconnects

The Contractor shall be responsible for coordinating with attendant utilities for disconnection of services including power, telephone, cable and internet. All utilities must be disconnected to meet safety or local code requirements. Some or all utilities may have been disconnected, but the Contractor shall assume utilities are still connected and take responsibility for necessary utility disconnects.

- A. Water: Any private wells found on the project site need to be plugged, capped, or filled in accordance with the appropriate county's health department requirements. All municipal water lines need to be shut-off, cut and capped at the curb and the contractor is responsible for coordinating with the local water authority to complete.

- B. Septic/Sewer: Any concrete or metal septic systems found on the project site can remain in place but will need to be pumped out and filled with clean fill in accordance with the corresponding county Health Department requirements/guidelines. Plastic tanks should be pumped out, removed, and disposed of properly. Septic field areas, in ground trenches/beds/pipes may remain with no action necessary and seepage pits and dry wells should be pumped out (if full) and can be filled in place with clean fill. Municipal sewer lines need to be capped with concrete and proof of completion must be submitted to GMVLB before beginning demolition.

C. Other Items: Underground fuel storage tanks must be removed according to NYSDEC requirements. If historic shaft features such as wells, cisterns or privies are uncovered, the contractor will inform the Contact Person and await confirmation/clearance prior to filling and/or capping with appropriate material.

D. Contractor shall be responsible for the cost of any damage caused to driveway, sidewalk, curbing, and apron as result of project site activities by the Contractor.

E. Contractor shall be responsible for the cost of any damage caused to the corresponding municipality's roads, other roads, underground buried and overhead electric lines, or any other utility lines or poles as a result of project site activities by the Contractor.

Asbestos Surveys

Where available, Asbestos Building Inspection Reports are viewable on our website, as hyperlinks for individual addresses. It is the bidder's responsibility to review the reports and verify quantities and locations prior to bidding. The reports identified positive samples for asbestos containing materials (ACM). These materials will be abated by a licensed asbestos contractor selected through this RFP.

Contractor Employees

Any person performing work on behalf of the Contractor must be identifiable by uniform, proper identification, and/or a marked vehicle. The Contractor shall only furnish employees who are properly licensed, competent and skilled for work under this contract.

If, in the opinion of the GMVLB or its agent, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the Terms and Conditions, threatens or uses abusive language while performing work, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract. It is of utmost importance to communicate with neighbors in the vicinity of the properties to mitigate any concerns and to only perform work during acceptable working hours. No work shall be performed on the project site on Sundays or between the hours of 8:00 p.m. and 7:00 a.m. Monday through Saturday.

Contractor is responsible for payment of worker compensation, overtime, insurance requirements, and any other required coverage as required by State and/or Federal law or regulations.

F. Selection Criteria & Process

The Greater Mohawk Valley Land Bank Corporation may elect to interview potential consultants in person. In such cases, consultants would be notified accordingly. Final proposal selection will typically be made within two weeks of bid opening. However, the GMVLB reserves the right to extend the deadline for submissions and bidder.

Bid selection 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.

G. 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.

H. Submission Components

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 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 MWBE 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.

Failure to submit items listed as required may 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.

I. Bid Opening

Proposals will be opened publicly at the address above 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.

J. 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 all services are delivered, inspected, and accepted by the Contact Person and, when applicable, all asbestos reporting has been received.

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 Inspection 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.

K. Questions

Please direct all questions to Tolga Morawski, Executive Director (preferably by emailing info@gmvlb.org) by January 15, 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 15, 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

Oneida County Properties:

527 William Street, Rome, NY 13440

Herkimer County Properties:

459 E Main Street, West Winfield, NY 13491

32 Furnace Street, Little Falls, NY 13365

76-78 Furnace Street, Little Falls, NY 13365

Otsego County Properties:

181 Main Street, Richfield Springs, NY 13439

20 Lake Street, Richfield, NY 13439

69 W Main Street, Milford 13807

22 Maple Street, Gilbertsville 13776

50 Elm Street, Oneonta 13830

62 Elm Street, Oneonta 13820

Montgomery County Properties:

103 Main Street, Fort Plain, NY 13339 * also on asbestos report RFP

3 Crouse Street, Fort Plain, NY 13339

148-150 Canal Street, Fort Plain 13339

46 Division Street, Fort Plain NY 13339

51 Mohawk Street, Fort Plain, NY 13339 *also on asbestos report RFP

132 W. Grand Street, Palatine Bridge, NY 13428

Schoharie County Properties:

1618 Charlotte Valley Road, Summit, NY 12175