



100 North Street
Monticello, NY 12701
(845)807-0541
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www.sullivancountylandbank.org

REQUEST FOR PROPOSAL: ENVIRONMENTAL TESTING SERVICES

INTRODUCTION

The Sullivan County Land Bank Corporation (SCLBC) is issuing this Request for Proposal (RFP) to complete environmental services for homes to be acquired by the SCLBC.

The SCLBC seeks respondents with demonstrated experience in providing environmental testing services that include, but are not limited to, mold, lead, asbestos, PCBs and other hazardous materials.

The work contemplated is professional in nature. A respondent must be competent to perform services identified herein and financially solvent.

The Land Bank may select one (1) or more firms to provide the requested environmental services. Selection under this proposal is not a guarantee of any minimum contract award, but to establish eligibility to provide necessary services to the Land Bank as requested. . **The term of contract shall be for an initial two (2) year period with the SCLBC having an exclusive option to extend the term of the contract for up to three (3) additional one (1) year terms.**

The SCLBC will not guarantee any minimum level of activity or business. No exclusive rights are, or are intended to be, granted pursuant to any award under this request and the agreement(s) with the provider(s) of service(s) shall be only for services for such matters as the SCLBC, in its sole discretion, shall deem appropriate.

In order to submit a response, please read and comply with all Sections of this document and submit an original of your response to:

SULLIVAN COUNTY LAND BANK
c/o SULLIVAN COUNTY DIVISION OF PLANNING
100 NORTH STREET, MONTICELLO, NY 12701

The deadline for submissions shall be 4 p.m. on Friday, January 25, 2019. Late submissions will not be accepted.

This RFQ shall not create a legal obligation on the part of the SCLBC or any respondents. The SCLBC reserves the right, in its sole discretion, to amend, suspend, terminate or reissue this RFQ, in whole or in part, at any stage. The SCLBC shall not be liable to respondents for any costs incurred in connection with the RFQ process. Submissions shall be deemed property of the SCLBC.

BACKGROUND

The SCLBC was incorporated in February of 2017 and is working with several residential properties in need of varying levels of rehabilitation. The SCLBC has funds for the acquisition, assessment, and rehabilitation or demolition of properties in Sullivan County, with a focus on Monticello and Liberty, New York. Properties that are not slated for demolition will be renovated and returned to the market.

More information on the Land Bank, including its adopted procurement policy, is available at www.sullivancountylandbank.org

Pursuant to the above, the Land Bank is seeking qualified firms to provide Environmental Testing Services on properties the Land Bank is looking to acquire to help in determining project costs. The Land Bank anticipates acquiring properties, that will require the environmental services requested herein, over the next two-year term.

GENERAL REQUIREMENTS

Proposals submitted in response must be formatted as follows to ensure consistency:

Section A. Proposed Fee Schedule

Section B. Qualifications & Experience

Section C. Resume & Qualifications of Key Personnel

Section D. Client/Reference List

Section E. Conflict of Interest(s): This section should disclose any potential conflicts of interest that the firm may have in performing these services for the Land Bank

Section F. Miscellaneous/Other information (This section is for any further pertinent data and information not included elsewhere in the Quote).

MISCELLANEOUS REQUIREMENTS

The Land Bank will not be responsible for any expenses incurred by any firm in preparing or submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements set forth herein. Successful firms will be expected to execute a contract with the Land Bank.

Proposal packages shall be signed by the individual or authorized principal of the responding party. Packages submitted shall be valid for a minimum of six (6) months from the submission deadline. The Land Bank reserves the right to reject any and all responses received or to negotiate separately in any manner necessary to serve the best interests of the Land Bank.

Any selected firm is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of any agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the prior written consent of the Land Bank. Any contract entered into by the Land Bank with a contractor may not include an exclusion for labor law and any contractor's contract with subcontractors must provide for the same.

SERVICES REQUESTED

The Land Bank desires to engage one (1) or more qualified firms to provide Environmental Testing Services to the Land Bank for properties to determine level of contamination from various contaminants including but not limited to: asbestos, lead, mold, PCBs, etc. and be able to summarize and map location of contaminants to determine abatement and remediation costs.

INSURANCE

The contractor shall continuously maintain, during the term of any contract entered into with the Land Bank, insurance in amounts and types as follows:

- a) Commercial General Liability insurance, including contractual liability coverage, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage. The Sullivan County Land Bank shall be named an additional insured. Additionally, the Land Bank may require contractors to name third parties as additional insured on a project-by project basis, as specified by the Land Bank.
- b) Comprehensive Automobile Liability coverage on owned, hired, leased, or non-owned autos with limits not less than \$500,000 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. The Sullivan County Land Bank shall be named an additional insured.

- c) Workers' Compensation and Employer's Liability insurance in compliance with all applicable New York State laws and regulations and Disability Benefits insurance, if required by law. The Contractor shall furnish to the Land Bank, prior to its execution of the Contract, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §57 and §220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, the Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the Term for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- d) Professional Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) on either a per-occurrence or claims-made coverage basis.
- e) Environmental Pollution Liability in an amount not less than One Million Dollars (\$1,000,000.00) limit to new construction projects or demolition.

INDEMNIFICATION

To the fullest extent of the law, the successful firm shall defend, indemnify and save harmless the Land Bank, 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 firm, its employees, agents, subcontractors or subcontractor employees to the extent of its or their responsibility for such claims, damages, losses and expenses.

NON-COLLUSIVE CERTIFICATE

By submission of this RFP, each firm and each person signing on behalf of any firm 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 firm or with any competitor; and
- 2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the firm and will not knowingly be disclosed by the firm prior to opening, directly or indirectly, to any other firm or to any competitor; and
- 3) No attempt has been made or will be made by the firm 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 Land Bank that Minority-Owned Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts. It is also the Land Bank'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 Land Bank's procurement policy, any contractor awarded a procurement contract in excess of \$25,000 for services rendered to the Land Bank 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 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 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, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

- 2) 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.
- 3) 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.

NON-DISCRIMINATION POLICY

In accordance with Article 15 of NY 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.

EVALUATION OF RESPONSES

Responses will be independently evaluated on the basis of the criteria listed below:

- 1) Proven record of experience, including referrals, in providing the type of services detailed herein.
- 2) Fee schedule and the ability to provide services in a cost-effective and timely manner.
- 3) Personnel qualifications.
- 4) Understanding of the services requested (including completeness and clarity of submission), the Land Bank and the qualitative nature of the services detailed herein.

PROPOSED FEE SCHEDULE

The proposed fee schedule should outline the costs for testing services (i.e. costs per sample, lab costs, hourly rates, mapping and report costs, etc.) and should define the billing cycle or method used by the firm.

Include partners, associates and employees that would be primarily responsible for the work accomplished in this proposal.

It is anticipated that there will be periodic communications via phone, fax, email, or other medium. Identify how or if this will be billed.

PROPOSAL SUBMISSION

Due date for submittal of Responses is Monday, January 25, 2019. No proposal will be accepted after 4:00pm on this date.

Respondents may submit by mail, fax, in person or email to:

Freda Eisenberg, Chair
Sullivan County Land Bank Corporation
100 North Street, PO Box 5012, Monticello, NY 12701
Tele: (845) 807-0541 Fax: (845) 807-0546
Email: info@sullivancountylandbank.org

Certification

The undersigned agrees and understands that this response and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the SCLBC. Submission of a response, attachments, and additional information shall not obligate or entitle the Contractor to enter into a service agreement with the SCLBC for the required services. The undersigned agrees and understands that the SCLBC is not obligated to respond to this response nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all responses and negotiations shall not be binding or valid against the SCLBC, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the SCLBC and approved by the SCLBC Board of Directors.

It is understood and agreed that the SCLBC reserves the right to reject consideration of any and all responses including, but not limited to, responses which are conditional or incomplete.

It is represented and warranted by those submitting a response, that except as disclosed in the response, no officer or employee of the SCLBC is directly or indirectly a party to or in any other manner interested in a response or any subsequent service agreement that may be entered into.

Name: _____ Signature: _____

Date: _____

Acknowledgement

STATE OF NEW YORK)

) ss.:

COUNTY OF SULLIVAN)

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____ Date: _____

Notary Public

Sole Corporate Office Acknowledgement

STATE OF NEW YORK)

) ss.:

COUNTY OF SULLIVAN)

On this _____ day of _____, 20__, before me, the undersigned, personally appeared, personally known to me or (Name of Sole Officer) _____, proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as President and sole officer and director of _____, (Name of Corporation) the corporation described in and which executed the within instrument, and acknowledged that he/she owns all the issued and outstanding capital stock of said corporation, and that by he/she signed the within instrument on behalf of said corporation.

_____ Date: _____

Notary Public

SCHEDULE "A"

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY PERSONS OF COLOR OR WOMEN

(Contractor(s) must complete, sign and return this form to the SCLBC along with Response)

As part of the SCLBC's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in SCLBC contracts, we request that you answer the questions listed below.

The term persons of color means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North American; or (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands.

An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability corporation or corporation that is (a.) at least 51% owned by one or more persons of color or women; (b.) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c.) an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and (d.) an enterprise authorized to do business in this state which is independently owned and operated.

In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to Article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR subtitle N Part 540 et seq., or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

1. Are you a business enterprise which is owned and controlled by persons of color or women in accordance with the standards listed above?
 No
 Yes (as a business owned and controlled by persons of color)
 Yes (as a business owned and controlled by women)
2. If you are a business owned and controlled by persons of color, please specify, the minority classifications which apply: _____
3. Are you certified with the State of New York as a minority business enterprise ("MBE") or a women business enterprise ("WBE")?
 No Yes (as a MBE) Yes (as a WBE)
4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply: _____
5. Are you certified with the Federal Government as a small disadvantaged business concern?
 No Yes

Name of Contractor/Business Enterprise: _____

Address: _____

Name/Title of Person completing MBE/WBE Questionnaire: _____

Signature: _____

SCHEDULE "B"
REQUIRED DISCLOSURE OF RELATIONSHIPS TO SCLBC

(Contractor(s) must complete, sign and return this form to the SCLBC along with Response)

Name of Contractor: _____

A. Related Employees:

1. Are any of the employees that you will use to carry out this contract with the SCLBC also an officer or employee of the SCLBC, or the spouse, or the child or dependent of such SCLBC officer or employee?

Yes No

If yes, please provide details:

B. Related Owners:

1. If you are the owner, are you or your spouse, an officer of the SCLBC?

Yes No

If yes, please provide details:

To answer the following question, the following definition of the word "interest" shall be used:

Interest means a direct or indirect pecuniary or material benefit accruing to a SCLBC officer or employee, his or her spouse, child or dependent, whether as the result of a contract with the SCLBC or otherwise. For the purpose of this chapter, a SCLBC officer or employee shall be deemed to have an "interest" in the contract of:

- i. His/her spouse, children and dependents, except a contract of employment with the SCLBC;
- ii. A Contractor, partnership or association of which such officer or employee is a member or employee;
- iii. A corporation of which such officer or employee is an officer, director or employee; and
- iv. A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

2. Do any officers or employees of the NCLB have an interest in the Contractor or in any Contractor that will be used for this contract?

Yes No

If yes, please provide details:

Authorized Company Official shall sign below and type or print information below the signature line:

Name: _____

Title: _____

Date: _____